

AGREEMENT

BETWEEN

AIR CANADA

AND THE

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

EFFECTIVE: JUNE 13, 1999

**1999-2002 AGREEMENT**

BETWEEN

**AIR CANADA**

and the

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**AND AEROSPACE WORKERS**

as represented through

**DISTRICT LODGE 140**

on behalf of

**Employees of the**

**Technical Operations; & Dorval Base Cafeteria,  
Airport & Cargo Operations and  
Purchasing & Supply Branches of  
Air Canada**

**Effective: June 13, 1999**

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## DEFINITIONS

- (1) **Company** - means Air Canada as represented through Officers and Supervisors at appropriate levels or their delegated representative.
- (2) **Union** - means the International Association of Machinists and Aerospace Workers as represented through District Lodge 140 by means of General Chairpersons, Committees and Stewards or their delegated representative duly elected and/or approved in accordance with the Union Constitution By-Laws.
- (3) **Agreement** - means that Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed and/or confirmed by responsible Company and Union Officers.
- (4) **Supervisory Personnel** - means any employee whose duty includes the administrative supervision of others and who is not covered by this Agreement.
- (5) **Category** - means a recognized trade or scope of work assignment recognized and agreed to herein.
- (6) **Classification** - means the status of any employee, i.e., Lead Mechanic, Mechanic, Learner, Customer Service Agent, Cook, Cafeteria Attendant, etc.
- (7) **Group** - means the personnel within a specific classification of category, i.e., Metal Lead Mechanic.
- (8) **Point** - means a designated station within which seniority privileges are confined for certain employees.
- (9) **Seniority Division** - means a designated grouping of stations within which seniority privileges are available to certain employees.
- (10) **System** - means the designated Seniority Divisions of each branch within which seniority privileges are available to certain employees.
- (11) **Bumping** - means the adjustment process by which personnel laid-off may assert their seniority rights over less senior personnel.
- (12) **Set-Back** - means a reclassification to a lower classification because of changes in classification strength under circumstances where vacancies exist in the lower classifications.
- (13) **Demotion** - means a reclassification to a lower classification because of lack of ability or disciplinary action.



- (14) **Branch** - means, for the purpose of this Agreement, branches designated as such in the Organization Section of the Company Regulations Manual;

i.e., Technical Operations; and Dorval Base Cafeteria

Airport & Cargo Operations

Purchasing & Supply

- (15) **Requirements of the Service** - means an unforeseen circumstance, or combination of circumstances which calls for immediate action, as well as that planning which is intended both to prevent such situations and to maintain normal operations.

- (16) **Gender** - whenever male gender (he) is used, it is meant to reflect he/she.

- (17) **Single Vertical Line** - means a paragraph revision effective with the current Agreement.

## ARTICLE 1 - PREAMBLE

1.01 This Agreement, made and entered into this 13th day of June 1999, by and between Air Canada, hereinafter referred to as the "Company" and the International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union", supersedes the Agreement between the Company and the Union dated the 15th day of June 1997.

1.02 The purpose of this Agreement is in the mutual interest of the Company and the employees, to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully both individually and collectively, for the advancement of that purpose.

It is in the mutual interest of the Company, the Union and the employees to continually strive for a viable and economic operation.

Collaborative efforts towards achieving and sustaining efficiency and economy of operations, will provide to the fullest extent possible, continued employment for all employees. Therefore, there is a constant need to derive the full benefits of changes in technology, optimum utilization of manpower and to avoid inflexible lines of work jurisdiction, outmoded procedures and inefficiencies, with their inherent costs.

No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

1.03 The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code, Part I for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement. However, in view of the orderly procedure established by this Agreement, as required by the Code, for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial and the Company agrees that there shall be no lockout, either complete or partial.

1.04 The parties agree that it is to their mutual advantage to expeditiously respond to the need for temporary or permanent changes to the terms and conditions of this agreement in order to meet corporate, system or local business initiatives, or to meet competitive or performance requirements. It is agreed that the appropriate explanation of the situation and the specific change to the Collective Agreement will be identified, in writing to the Director, Labour Relations - Technical Services and the National President and Directing General Chairperson (or his delegate), District Lodge 140, by the party requesting the change.  
Approval of such requests will be by means of a Memorandum of Agreement

between the Committee of General Chairpersons (Subject to District Lodge 140 Bylaws) and Corporate Labour Relations. Decisions on such matters will be made within thirty (30) calendar days of receipt of the request. In special situations where the business priority or competitive requirement necessitates, a decision within seven (7) calendar days may be requested.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Company recognizes the Union as the sole bargaining agent for employees of the Dorval Base Cafeteria (excluding Casual employees); the Technical Operations Branch, Airport and Cargo Operations Branch, and Purchasing & Supply Branch in the categories and classifications as listed in Articles 4, 6 and 8 of this Agreement.
- 2.02 Hours of labour, wages and other conditions of employment, as governed by this Agreement, apply only to those employees within the territorial limits of Canada and those classifications specifically mentioned herein, subject only to provisions in Article 16.11.10.
- 2.03 Those employees assigned to any station or base outside of the territorial limits of Canada will be covered by a Letter of Contract for the duration of such assignment. A copy of each such letter shall be supplied to the Union.
- 2.04 For the purposes of the application of certain provisions of this Agreement, the Technical Operations Branch, Airport & Cargo Operations Branch and Purchasing & Supply Branch are each divided into areas, hereinafter referred to as "Seniority Divisions".
- 2.05 These Seniority Divisions and the stations or points therein are listed in Article 4.01 for the Technical Operations Branch, in Article 6.01 for the Airport & Cargo Operations Branch, in Article 8.01 for the Purchasing & Supply Branch.

## **ARTICLE 3 - RESERVATIONS OF MANAGEMENT**

- 3.01 Subject to the provisions of this Agreement, the control and direction of the working forces, including the right to hire, suspend or discharge for just cause, dispense with, to advance or set back in classification, to reassign, to transfer or lay-off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- 3.02 These enumerations shall not be deemed to exclude other prerogatives not enumerated and any of the rights, powers or authority of the Company are retained by the Company, except those which are subject to the provisions of this Agreement.

- 3.03 It is understood that none of the foregoing shall detract from the right of the employee to lodge a grievance in the manner and to the extent herein provided.

## **ARTICLE 4 - SCOPE OF AGREEMENT - TECHNICAL OPERATIONS**

### **4.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Technical Operations Branch is divided are as follows:

**EASTERN** - that part of Canada lying east of Thunder Bay.

**WESTERN** - that part of Canada lying west of and including Thunder Bay.

### **4.02 CATEGORIES**

All personnel of the Technical Operations Branch within the following work categories and in classifications, as enumerated in Article 4.03, are covered by this Agreement.

Nothing in this Agreement shall prevent the Company from requiring employees to work in another category temporarily, provided that the employee in question is competent to perform the temporary duties required and further, provided that the Union is given advice of such action. The intent and application of this paragraph will be in accordance with Memorandum No. 2, re Working Temporarily in Another Category.

#### **Category 1 - Aircraft Line Maintenance**

Comprising those employees engaged in the line maintenance of the aircraft and power plants and in the overhaul of the aircraft proper.

Personnel in this category (below the rank of Certificated Aircraft Technician) holding an Air Canada "Aircraft Maintenance and Inspection Certificate" endorsed for one or more types of aircraft currently operated by the Company within their Seniority Division or which have been so operated during any current three (3) year period will receive Fifty Dollars (\$50.00) per month in addition to their normal rate of pay. Such additional compensation will continue in effect for a period not to exceed three (3) years beyond the termination of such operation.

In addition, personnel in this category, who obtain a Transport Canada Aircraft Maintenance Engineer License through self-study, in order to credit towards their initial AML, shall receive a five-hundred dollar (\$500.00) payment.

## **Category 2 - Aircraft Avionics Inspection**

Comprising those employees engaged in the inspection of aircraft electrical and electronic systems (including radio communications and radio navigational aid equipment) and related instrument systems to ensure that the aircraft condition and the materials, procedures and workmanship related to the above systems, continue to meet Transport Canada and Company standards of airworthiness.

## **Category 3 - Non-Destructive Testing**

Comprising those employees engaged in routine non-destructive testing of structures, systems, components, parts and materials by radiography, ultrasonic and eddy-current testing and the routine maintenance of associated test equipment, laboratory equipment and facilities. Personnel in this category will also be required to assist in associated development work.

## **Category 4 - Aircraft Inspection**

Comprising those employees engaged in the inspection of aircraft to ensure the aircraft condition and the materials, procedures and workmanship used in carrying out aircraft maintenance and overhaul, continue to meet Transport Canada and Company standards of airworthiness.

## **Category 5 - Materials Inspection**

Comprising those employees engaged in the inspection of aircraft materials, parts and components, as received by the Purchasing & Supply Branch, to ensure they are duly certificated in accordance with Transport Canada and Company Regulations and are in acceptable condition. These employees will also be responsible for such inspection of non-aircraft materials, etc., as received by the Purchasing & Supply Branch as may be required to ensure that they meet Company standards.

## **Category 6 - Shop Inspection**

Comprising the group of employees, not covered by categories 2, 4 and 5 above, engaged in the inspection of components, parts and units to ensure that they meet Transport Canada and Company standards of airworthiness with regard to their condition, the materials and procedures used and the work performed by personnel in a particular shop category. Each such inspection group is a separate category.

## **Category 7 - Mechanical and Fuel System Accessories Overhaul and Repair**

Comprising those employees engaged in the overhaul and assembly of aircraft mechanical and fuel system accessories and/or such shop reconditioning, repair and testing of those accessories as may be required by the Company.

### **Category 8 - Electrical Accessories Overhaul and Repair**

Comprising those employees engaged in the overhaul and assembly of electrical accessories, equipment and harnesses, and/or such reconditioning, repair and testing of electrical accessories and equipment as may be required by the Company.

### **Category 9 - Avionic/Electronic Standards**

Comprising those employees engaged in repairing, calibrating and certifying avionic/electronic test equipment, including the routine maintenance of test and standards room equipment, as may be required by the Company.

### **Category 10 - Automated Test Equipment Test Development**

Comprising those employees engaged in writing and/or editing line replaceable units and card test instructions for automated test equipment.

### **Category 11 - Engine Overhaul**

Comprising those employees engaged in engine overhaul (including power plant overhaul and test) and propeller overhaul.

### **Category 12 - Unassigned**

### **Category 13 - Upholstering, Trim Overhaul and Fabrication**

Comprising those employees engaged in the overhaul and repair of all aircraft furnishings, fabric work and fabrication of parts, etc.

### **Category 14 - Painting**

Comprising those employees engaged in performing all paint work required, relative to the aircraft, engines, propellers, instruments, accessories, buildings and ground equipment.

### **Category 15 - Wheel and Rubber Units, Overhaul and Repair**

Comprising those employees engaged in the overhaul and repair of all aircraft wheels, brakes, tires, preservers, rafts, masks, etc.

### **Category 16 - Instrument Overhaul and Repair**

Comprising those employees engaged in the overhaul and assembly of aircraft instruments and/or such shop reconditioning, repair and testing of those instruments, as may be required by the Company.

**Category 17 - Machine and Fitting**

Comprising those employees engaged in the trade of machinist, as required for and relative to aircraft maintenance and aircraft overhaul.

**Category 18 - Heat Treat and Processing**

Comprising those employees engaged in the heat treatment and processing of materials.

**Category 19 - Sheet Metal Fabrication, Repairs and Plumbing**

Comprising those employees engaged in the overhaul, repair, installation, modification and fabrication of aircraft structural components and parts and aircraft plumbing systems.

**Category 20 - Unassigned**

**Category 21 - Welding**

Comprising those employees engaged in the welding of aircraft or engine parts or related work.

**Category 22 - Radio and Electronic Overhaul and Repair**

Comprising those employees engaged in the overhaul and assembly of aircraft radio and electronic equipment (including radio communications and radio navigational aid equipment) and/or such reconditioning, repair and testing of equipment as may be required by the Company.

**Category 23 - Plant and Ground Equipment Maintenance (Mechanical)**

Comprising those employees engaged at certain points and to the extent required by the Company, in the trade of millwright, including the repair and overhaul of ground equipment and of automotive equipment.

**Category 24 - Plant Maintenance (Electrical)**

Comprising those employees engaged in the installation and maintenance of service and distribution electrical systems, forming an integral part of the buildings occupied by the Company.

**NOTE:** In addition to the above, personnel in this category may be required, by the Company, to carry out specialized electrical functions associated with the maintenance and overhaul of ground equipment, the prime responsibility for which is assigned to Category 23 employees.

It is agreed that where an individual is in effect responsible for that plant electrical systems by virtue of either:

- a) Being assigned as a Lead Mechanic to the maintenance of plant electrical systems or otherwise being considered as in charge of that function at facilities where only single shift five (5) day coverage is required, or
- b) Being assigned to provide plant electrical system maintenance coverage on week-ends or shifts other than the day shift, where the Company requires such additional coverage because of the complexity of the facility,

the Company will pay Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, as added compensation for such additional responsibility.

**Category 25 - Woodworking**

Comprising those employees engaged in the trade of carpentry in all branches.

**Category 26 - Unassigned**

**Category 27 - Unassigned**

**Category 28 - Unassigned**

**Category 29 - Engine Parts Cleaning and Blasting**

Comprising those employees engaged in the operation and servicing of blasting equipment used by the Company and the cleaning of aircraft engine parts and associated equipment in the Engine Shop.

**Category 30 - Helping**

Comprising those employees engaged as Mechanics' helpers.

**Category 31 - Tool Issuing**

Comprising those employees engaged in issuing tools and ensuring that such tools are maintained in good condition.

**Category 32 - Unassigned**

**Category 33 - Aircraft Cleaning**

Comprising those employees engaged in the cleaning of aircraft exteriors (including furnishings) and other operational cleaning functions relative to aircraft, parts and associated equipment.



### **Category 34 - Building & Facilities Cleaning**

Comprising those employees engaged in the cleaning and care of the property and premises of the Company and any non-mechanical manual labour tasks.

### **Category 35 - Unassigned**

### **Category 36 - Heating, Power and Stationary Plant Operation**

Comprising those employees engaged in the operation and maintenance of the power house/boiler room equipment and the monitoring and servicing of related systems, including running repairs and maintenance of that equipment as may be specified by the Company.

### **Category 37 - Plant Maintenance (Plumbing and Steamfitting)**

Comprising those employees engaged in the installation and maintenance of service and distribution pipe line systems forming an integral part of the buildings occupied by the Company.

**NOTE:** In addition to the above, personnel in this category may be required, by the Company, to carry out specialized pipe fitting functions associated with the maintenance and overhaul of ground equipment, the prime responsibility for which is assigned to Category 23 employees.

It is agreed that where an individual is in effect responsible for the plant pipe line systems by virtue of either:

- a) Being assigned as a Lead Mechanic to the maintenance of plant pipe line systems or otherwise being considered as in charge of that function at facilities where only single shift five (5) day coverage is required, or
- b) Being assigned to provide plant pipe line systems maintenance coverage, on weekends or shifts other than the day shift, where the Company requires such additional coverage because of the complexity of the facility,

the Company will pay Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, as added compensation for such additional responsibility.

### **Category 38 - Aircraft Avionics Maintenance**

Comprising those employees engaged in the maintenance of aircraft electrical and electronic systems (including radio communications and radio navigational aid equipment) and related instrument systems. Personnel may also be required to carry out repair and testing of units in these systems.

Personnel in this category, below the rank of Certificated Avionics Technician holding an Air Canada A.M.I. Certificate endorsed for one or more types of aircraft currently operated by the Company within their Seniority Division or which have been so operated during any current three (3) year period, will receive Fifty Dollars (\$50.00) per month to their normal rate of pay. Such additional compensation will continue in effect for a period not to exceed three (3) years beyond the termination of such operation.

In addition, personnel in this category, who obtain a Transport Canada Aircraft Maintenance Engineer License through self-study, in order to credit towards their initial AMI, shall receive a five-hundred dollar (\$500.00) payment.

#### 4.03 **CLASSIFICATIONS - TECHNICAL OPERATIONS**

The following are the employee classifications of the Technical Operations Branch within the categories enumerated in Article 4.02, covered by this Agreement.

The Company will not replace a classification within the Agreement by a management classification.

**NOTE:** See Memorandum No. 1, re Promotion to, Transfer and Bumping In and Retention of a Certificated Classification - Technical Operations.

##### 4.03.01 **Crew Chief -**

Must possess the qualifications necessary for a Certificated Aircraft Technician and the ability to direct and supervise the work of others.

##### 4.03.02 **Shift Foreman -**

Must possess the qualifications of a Lead Mechanic in the category in which he is employed and in addition, must be able to take complete charge of a shift when the Foreman is not on duty.

##### 4.03.03 **Aircraft Inspector -**

Must be classified as a Certificated Aircraft Technician and be in possession of a current Air Canada "Aircraft Maintenance & Inspection Certificate" endorsed for the types of aircraft and power plants upon which he can normally be expected to be employed.

Promotion to the Aircraft Inspector Classification will normally be from the Certificated Aircraft Technician II Classification. In the event of nil qualified applicants, consideration will be given to qualified applicants from the Technician I Classification.

**4.03.04 Shop Inspector -**

Must, as a minimum, possess the qualifications of a Mechanic, in the category concerned, plus sufficient knowledge of materials, specifications and blueprint reading in order to appraise against approved standards all repaired, overhauled or fabricated parts or units in his respective field.

**4.03.05 Materials Inspector -**

Must, as a minimum, possess the qualifications of a Mechanic, plus a knowledge of Canadian, British and U.S.A. Inspection Release Procedures, engineering drawings, material specifications and inspection procedures, or must have been a Detail Material Inspector, with the Company, classified at the top rate of the salary scale for that classification.

**4.03.06 Detail Materials Inspector -**

Is employed by the Company to check incoming parts and materials against approved standards and any other inspection work, as may be assigned by Materials Inspector.

**4.03.07 Certificated Aircraft Technician -**

Must possess the qualifications of an aircraft Mechanic, have passed appropriate examinations established by the Company and concurred in by a committee designated by the Union, be in possession of a current Air Canada "Aircraft Maintenance & Inspection Certificate" endorsed for the types of aircraft and power plants upon which he can normally be expected to be employed (including a Company aircraft run-up/taxi authority, as required), plus the ability to satisfactorily direct the work of others.

**4.03.08 Lead Mechanic -**

Must possess the qualifications of a Mechanic in the category in which he is employed, plus the ability to satisfactorily direct the work of others.

**4.03.09 Mechanic -**

Must have served a recognized apprenticeship or have served a minimum of four (4) years with the Company as a Learner One (1) through Junior Mechanic Four (4), or have equivalent experience at the trade at which he is employed and must possess the ability to carry out any work in his trade from blueprint or engineering drawings.

**4.03.10 Junior Mechanic -**

Must have served two (2) years with the Company as a Learner One (1) through Learner Four (4), or have had equivalent experience in other employment and as a condition of employment, must attend as applicable and graduate from "Trade Category Training" (Ref. Maintenance Technical Recruiting, Training and Certification Manual, Chapter 4, Section 22).

**4.03.11 Learner -**

Is employed by the Company to learn a trade associated with airline operations as defined under "Categories", Article 4.02 of this Agreement and as a condition of employment, must attend as applicable and graduate from "Basic and General Knowledge Training" (Ref. Maintenance Technical Recruiting, Training and Certification Manual, Chapter 4, Section 21).

**4.03.12 Avionic/Electronic Calibration Specialist -**

Must, as a minimum, possess the qualifications of a Mechanic in Category 16 or 22 and be qualified to repair, calibrate and certify avionic/electronic test equipment to Company/Regulatory standards used in the maintenance and overhaul of aircraft systems, associated units and ground equipment.

**4.03.13 Unassigned**

**4.03.14 Avionic Specialist -**

Must, as a minimum, possess the qualifications of a Mechanic in Category 22 or an Avionic/Electronic Calibration Specialist in Category 9. Must be qualified in Electronic Analog and Digital Theory, including Microprocessor Theory and be knowledgeable in computer technology, including the ability to produce test instructions for automated test equipment. These employees will be required to satisfactorily perform the above functions, as well as perform other associated duties as required.

**4.03.15 Helper -**

Must be familiar with procedures and equipment used by tradesmen and have the ability to act as an assistant to mechanical classification as required. While performing such duties, they will not be required to accept responsibility for their workmanship, their work being solely that of an assistant.

**NOTE:** This Agreement covers only Helpers employed solely as such and nothing herein shall prevent the Company from requiring any qualified employee to perform work of this nature when necessary.

**4.03.16 Tool Room Issuer -**

Must have the ability to handle the issuance of tools, etc. and ensure that they are maintained in proper condition at all times.

**NOTE 1:** This Agreement covers only Tool Room Issuers employed solely as such and nothing herein shall prevent the Company from requiring any mechanically qualified employee to perform work of this nature when necessary.

**NOTE 2:** In cases where an employee, in this classification, is on laid-off status and a position exists for an anticipated duration of sixty (60) days or more, such employee will be recalled to fill this position.

**4.03.17 Cleaner -**

Is employed by the Company to clean aircraft exteriors, interiors (including furnishings), perform other operational cleaning functions relative to aircraft, parts and associated equipment.

**4.03.18 Lead Cleaner -**

Must know the requirements necessary to properly clean aircraft exteriors, interiors (including furnishings), other operational cleaning functions relative to aircraft, parts and associated equipment and as a working member of a group, have the ability to direct the work of others.

**4.03.19 Lead Building Attendant -**

Must know the requirements necessary for the proper care and cleaning of Company property and premises and have the ability to direct the work of others.

**4.03.20 Building Attendant -**

Is employed by the Company to clean and care for the property and premises of the Company and may be called upon to perform other non-mechanical duties.

**4.03.21 Licensed Stationary Plant Operator (Third Class or Equivalent) -**

Is employed by the Company to handle the monitoring, operating and servicing of power house/boiler room equipment and related systems, including running repairs and minor maintenance of that equipment, as may be specified by the Company. Must possess a valid Third Class Certificate issued by the appropriate authorities.

**4.03.22 Licensed Stationary Plant Operator (Fourth Class) -**

Is employed by the Company to handle the monitoring and operating of power house/boiler room equipment and related systems, including such servicing of that equipment, as may be specified by the Company. This classification shall only apply at those locations where a license is required by law.

**NOTE:** Reclassification to Licensed Stationary Plant Operator (Third Class or Equivalent), will be automatic, following completion of qualifications and receipt of a valid Third Class Certificate issued by the appropriate authorities.

**4.03.23 Stationary Plant Operator -**

Is employed by the Company to handle the monitoring, operating of power house/boiler room equipment and related systems, including such servicing of that equipment, as may be specified by the Company.

**4.03.24 Facilities Cleaner -**

Is employed by the Company to perform light cleaning (e.g., washrooms, lunchrooms, etc.) and other duties of a like nature.

**4.03.25 Licensed Stationary Plant Operator (Second Class) -**

Is employed by the Company to operate and maintain the power house/boiler room equipment. In addition, will be required to monitor, operate and service related systems, including running repairs and maintenance of that equipment, as may be specified by the Company. Must possess a valid Second Class Certificate issued by the appropriate authorities and have the ability to satisfactorily coordinate the function.

**4.03.26 Lead Aircraft Inspector -**

Must possess the qualifications of an Aircraft Inspector, plus the ability to satisfactorily direct the work of others.

**4.03.27 N.D.T. Operator I -**

Must, as a minimum, possess the qualifications of a Mechanic (Categories 1, 11, 13, 17, 18, 19, 21, 22 or 38) and have proven knowledge of aircraft and an aircraft maintenance hangar environment and be capable of performing routine Radiography, Ultrasonic and Eddy-Current testing functions and maintenance of associated test equipment and laboratory equipment.

**NOTE:** In addition to the above, personnel in this classification must, within:

- (a) Three (3) months of entry into the classification, pass a Radiation Safety and Industrial Radiography examination, approved by the Atomic Energy Control Board (A.E.C.B.).
- (b) Six (6) months of entry into the classification, pass an appropriate examination, established by the Company and concurred in by the Union, to indicate the ability necessary to successfully complete the Canadian General Standards Board (C.G.S.B.) Industrial Radiographers, Level I Examinations.
- (c) Obtain an Industrial Radiographer's Level I Certificate within twelve (12) months of entry into the classification.
- (d) Obtain certificates as per Canadian General Standards Board (C.G.S.B.) for level 1 "Ultrasonic" and "Eddy-current" within twelve (12) months of successfully completing the Company provided training course.

An employee who does not successfully complete these examinations within this period, will be required to revert to his former classification at the point where currently employed.

#### **4.03.28 Lead Shop Inspector -**

Must possess the qualification of a Shop Inspector in a particular shop inspection group, plus the ability to direct the work of others.

#### **4.03.29 N.D.T. Technician -**

Must possess the qualifications of an N.D.T. Operator II and be in possession of a Certificate which meets the requirements of the Canadian General Standards Board (C.G.S.B.) Industrial Radiographer, Level II, in the "Aircraft Structures Category" and level II "Ultrasonic" and "Eddy-current".

**NOTE:** In addition to the above, personnel in this classification must assist in technique development and read films, plus have the ability to satisfactorily direct the work of others.

#### **4.03.30 Cleaner/Blaster -**

Is employed by the Company to perform any cleaning functions, as applied to aircraft engine parts and associated equipment in the Power Plant Shop and be able to satisfactorily operate and service blasting equipment used by the Company.

#### 4.03.31 Lead Cleaner (Aircraft Engine Parts) -

Must be able to satisfactorily operate and service blasting equipment used by the Company, know the requirements necessary to properly perform any cleaning function, as applied to aircraft engine parts and associated equipment in the Power Plant Shop and have the ability to satisfactorily direct the work of others.

#### 4.03.32 Certificated Avionics Technician -

Must possess the qualifications of a Category 38 Mechanic, have passed appropriate examinations established by the Company and concurred in by a committee designated by the Union, be in possession of a current Air Canada "Avionics Maintenance and Inspection Certificate" endorsed for the types of aircraft upon which he can normally be expected to be employed (including a Company aircraft run-up/taxi authority, as required), plus the ability to satisfactorily direct the work of others.

#### 4.03.33 N.D.T. Operator II -

Must possess the qualifications of an N.D.T. Operator I and be in possession of an Industrial Radiographer Level I Certificate, as per Canadian General Standards Board (C.G.S.B.) and level I certificate for "Ultrasonic" and "Eddy-Current" as per Canadian General Standards Board (C.G.S.B.).

**NOTE:** In addition to the above, personnel in this classification must:

- (a) Attend the appropriate Company provided training and obtain the necessary certificate as required in accordance with Canadian General Standards Board (C.G.S.B.) for Industrial Radiography Level II in the "Aircraft Structure Category" within thirty-six (36) months of entry into this classification.
- (b) Obtain certificate as per Canadian General Standards Board (C.G.S.B.) for level II in "Ultrasonics" and "Eddy-Current" within twelve (12) months of successfully completing the Company provided training course.

An employee who does not successfully complete these examinations, within this period, will be required to revert to his former classification at the point where currently employed.

**NOTE:** Reclassification to N.D.T. Technician will be automatic, following completion of qualifications and issuance of the Industrial Radiographer Level II Certificate for "Aircraft Structures Category" and Level II Certificates for "Ultrasonic" and "Eddy-Current" as per Canadian General Standards Board (C.G.S.B.) and subject to the ability to satisfactorily direct the work of others.



In the event an N.D.T. Operator II (holding Level II Certificates) is considered ineligible for progression to N.D.T. Technician due to an inability to satisfactorily direct the work of others, he will receive Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, for this N.D.T. Operator II Classification, as he will be required to sign and certify for work he performs as a Level II.

#### **4.03.34 Aircraft Avionics Inspector -**

Must be classified as a Certificated Avionics Technician and be in possession of a current Air Canada "Avionics Maintenance and Inspection Certificate", endorsed for the types of aircraft upon which he can normally be expected to be employed.

Promotion to the Aircraft Avionics Inspector Classification will normally be from the Certificated Avionic Technician II Classification. In the event of nil qualified applicants, consideration will be given to qualified applicants from the Technician I Classification.

#### **4.04 GENERAL**

4.04.01 The number of Certificated Aircraft Technicians, Certificated Avionics Technicians or Lead Mechanics will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Mechanics, Juniors and Learners to Certificated Aircraft Technicians, Certificated Avionics Technicians or Lead Mechanics in a category, at any one point, will not exceed twelve (12) to one (1).

4.04.02 Notwithstanding the terms of the ratio as outlined above, it is further agreed that the number of Mechanics, Juniors and Learners assigned to any one (1) Certificated Aircraft Technician, Certificated Avionics Technician or Lead Mechanic shall not exceed sixteen (16).

4.04.03 Personnel in Certificated classifications of Categories 1, 2, 4 & 38 holding more than their initial active endorsement on their "Aircraft Maintenance & Inspection Certificate" (A.M.I.) for aircraft currently operated by the Company, will receive an endorsement premium of Thirty Dollars (\$30.00) per month, in addition to their normal rate of pay. This premium will be paid for each active endorsement in excess of the "initial" endorsement.

#### **4.05 CLASSIFICATIONS - DORVAL BASE CAFETERIA**

##### **4.05.01 Chief Cook -**

Employed to direct and perform the preparation and cooking of food to meal service standards, serving meals, assisting and relieving the Chef and perform other duties as assigned.

**4.05.02 Cook -**

Employed in the preparation and cooking of food to meal service standards and serving of meals. Direct the work of others and perform other associated duties, as assigned.

**4.05.03 Pastry Chef -**

Employed to direct and perform the preparation and cooking of all pastry and baking items, as assigned.

**4.05.04 Pastry Cook -**

Employed to perform the preparation and cooking of all pastry and baking items and perform other associated duties as assigned.

**4.05.05 Apprentice Cook -**

Normally employed to assist in the preparation of food, general cooking, serving of meals, short order cooking and perform other associated duties, as assigned.

**4.05.06 Supplies Clerk -**

Normally employed in receiving, handling, recording and issuing of supplies. Will handle flight meals, as required and other associated duties including Boutique Attendant duties, as assigned.

**4.05.07 Boutique Attendant -**

Normally employed in the selling, handling and recording of items sold at the Boutique, handle cash/credit card purchases, ensure safe-keeping, account for monies collected. Will also perform other associated duties, as assigned.

**4.05.08 Cashier -**

Normally employed to assess and charge customers for items bought, safe-keep and account for money collected and perform other associated duties, as assigned.

**4.05.09 Cafeteria Attendant -**

Normally employed to prepare and serve food. Will also perform other associated duties, as assigned, including Cashier duties.

#### 4.05.10 **Senior Kitchen Helper -**

Must possess the qualifications of a Kitchen Helper and as a working member of a group, have the ability to satisfactorily direct the work of others and perform other associated duties, as assigned.

#### 4.05.11 **Kitchen Helper -**

Normally employed to perform general duties in the kitchen area, main cafeteria and dishwashing units, as assigned.

### 4.06 **GENERAL**

4.06.01 Due to the changing requirements for meal service and the resultant fluctuation in the volume of work, all classifications may be required from time to time to perform other duties.

4.06.02 An employee may be assigned temporarily to assume the duties of an employee in another classification. If the duration of this assignment is one (1) full working day or more, the relieving employee will receive the minimum rate applying to the classification of the employee whom he is replacing for the period of time in which he relieves, or the next highest rate in the event the minimum rate is the same or lower than his regular rate.

4.06.03 All paid periods of relief in a higher classification of three (3) months duration or more shall be accumulated toward the scheduled advancement in pay within that classification scale.

4.06.04 Promotional Bulletins will be addressed as follows:

Chief Cook - Addressed to Cook  
Cook - Addressed to Apprentice Cook  
Pastry Chef - Addressed to Pastry Cook  
Pastry Cook - Addressed to Apprentice Cook

4.06.05 The filling of permanent vacancies as outlined in Article 4.06.06 below and the selection of employees to fill such vacancies, will be at the sole discretion of the Company. Consideration will be given on the basis of Cafeteria seniority to employees who have indicated, in writing, that they wish to be considered for vacancies in a particular classification.

4.06.06 Vacancy Notices in accordance with the provisions of Article 4.06.05 will be addressed as follows:

Apprentice Cook - Addressed to Supplies Clerk, Boutique Attendant, Cashier, Kitchen Helper, Senior Kitchen Helper and Cafeteria Attendant.

Senior Kitchen Helper - Addressed to Kitchen Helper.

Boutique Attendant - Addressed to Cashiers and Cafeteria Attendant.

Supplies Clerk - Addressed to Senior Kitchen Helper, Kitchen Helper, Apprentice Cook and Cafeteria Attendant.

Cashier - Addressed to Cafeteria Attendant.

**NOTE:** If the above procedure does not result in filling vacancies in any of the above classifications due to no qualified people bidding and/or no bids received, the resultant vacancy may be filled at the discretion of the Company including consideration of employees holding laid off status.

4.06.07 Employees selected to Vacancy Notices and Promotional Bulletins will be required to remain in the positions for a minimum of six (6) months.

## **ARTICLE 5 - RATES OF PAY - TECHNICAL OPERATIONS; AND DORVAL BASE CAFETERIA**

5.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty (40) hours; if the scheduled working hours are reduced below forty (40) hours, the rate of pay shall be correspondingly reduced.

5.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.

5.03 Scheduled advancement in pay within the salary scales established for Learners, Junior Mechanics and Detail Materials Inspector shall, subject to other provisions of this Agreement, be automatic upon the first day of the pay period following completion of the requirements (in any one category) specified below.

a) Twenty-six (26) weeks must have elapsed since the date of his last reclassification in the category.

b) During the twenty-six (26) week period, the employee must have actually worked a minimum of 952 hours on a 5/2 type work schedule or 880 hours on a 6/3 type work schedule (or their equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time actually worked in the category.

c) Time worked in a higher classification in the category, shall be considered as time actually worked in accordance with b).

**NOTE:** For out-of-category assignments see Article 5.03.12.

5.03.01 Employees hired into the classifications of Cleaner, Cleaner Blaster, Building Attendant, Facilities Cleaner, Toolroom Issuer, scheduled advancement in pay will be automatic upon the first day of the pay period, following completion of one (1) year's service in the classification for the first (1st) and second (2nd) levels of the salary scale. Advancement in pay, commencing at the third (3rd) level of the salary scale, will be automatic upon the first day of the pay period following completion of twenty-six (26) weeks service in the classification and for each level thereafter until having reached the maximum of their respective salary scale.

**NOTE 1:** Employees with a Company Service Date prior to November 9, 1985, transferring into the above-mentioned classifications, will commence at the third (3rd) level of the salary scale.

**NOTE 2:** For out-of-category assignments see Article 5.03.12.

5.03.02 In the case of the Helper 1 classification, advancement in pay to Helper 2 classification shall be automatic upon the first day of the pay period, following completion of twenty-six (26) weeks service in the Helper 1 classification.

**NOTE:** For out-of category assignments see Article 5.03.12.

5.03.03 In the case of the Mechanic classification, advancement in pay shall be automatic upon the first day of the pay period following completion (in any one category) of:

- a) One (1) year's service in the Mechanic classification (or in a higher classification);
- b) Two (2) years' service in the Mechanic classification (or in a higher classification);
- c) Three (3) years' service in the Mechanic classification (or in a higher classification).

**NOTE:** For out-of-category assignments see 5.03.12.

5.03.04 In the case of N.D.T. Operator I classification, advancement in pay to the Operator II classification, shall be automatic upon the first day of the pay period, following successful completion of the Canadian General Standards Board (C.G.S.B.) Industrial Radiographers Level I Examinations and Level I in Ultrasonics and Eddy-Current, in accordance with Article 4.03.27.

In the case of N.D.T. Operator II classification, advancement in pay to the N.D.T. Technician classification, shall be automatic upon the first day of the pay period, following successful completion of the Canadian General Standards Board (C.G.S.B.) Industrial Radiographers Level II Examinations and Level II in Ultrasonics and Eddy-Current, in accordance with Article 4.03.33.

| 5.03.05 In the case of Certificated Aircraft Technician I and Certificated Avionics Technician I classifications, advancement in pay to the Certificated Aircraft Technician II and Certificated Avionics Technician II classification, shall be automatic upon the first day of the pay period, following completion of two (2) years' service in the Technician I classification.

| 5.03.06 In the case of the Aircraft Inspector I and Aircraft Avionics Inspector I classifications, advancement in pay to Aircraft Inspector II and Aircraft Avionics Inspector II classifications shall be automatic upon the first day of the pay period, following completion of one (1) year's service in the Inspector I classification.

| 5.03.07 In the case of the Avionics/Electronic Calibration Specialist I classification, advancement in pay to Avionics/Electronic Calibration Specialist II shall be automatic upon the first day of the pay period, following completion of six (6) months service in the Specialist I classification.

| 5.03.08 In the case of the Avionic Specialist I classification, advancement in pay to Avionic Specialist II shall be automatic upon the first day of the pay period following completion of one (1) year's service in the Specialist I classification.

| 5.03.09 In the case of Stationary Plant Operator and Licensed Stationary Plant Operator (4th class and 3rd class) classifications, advancement in pay shall be automatic on the first day of the pay period following the completion of the requirements specified below:

- a) Twenty-six (26) weeks must have elapsed since the date of his last reclassification.
- b) During the twenty-six (26) week period, the employee must have actually worked a minimum of 952 hours on a 5/2 type work schedule or 880 hours on a 6/3 type work schedule (or the equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time worked.

| NOTE 1: In the case of Licensed Stationary Plant Operator (4th class), advancement in pay to Licensed Stationary Plant Operator (3rd class or equivalent) shall be automatic upon the first day of the pay period following receipt of a valid Third Class Certificate by the Company.

In the case of a Licensed Stationary Plant Operator (2nd class), advancement in pay shall be automatic upon the first day of the pay period following completion of:

- a) One (1) year's service in the Licensed Stationary Plant Operator (2nd class) classification;
- b) Two (2) years' service in the Licensed Stationary Plant Operator (2nd class) classification.

| NOTE 2: In the case of the Stationary Plant Operator, Licensed Stationary Plant

Operator (Fourth Class) and Licensed Stationary Plant Operator (Third Class or equivalent) classifications, required by the Company to direct the work of others and/or to carry out a coordinating function with respect to heating, per and stationary plant operation, will receive Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, as added compensation for the performance of such duties.

**NOTE 3:** For out-of-category assignments see Article 5.03.12.

5.03.10 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement, shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression in the higher classification.

**NOTE:** Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions of their classification.

5.03.11 Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.

5.03.12 Employees in the Junior Mechanic, Mechanic, Stationary Plant Operator (all classes), Cleaner, Cleaner Blaster, Building Attendant, Facilities Cleaner and Toolroom Issuer classifications shall be eligible for scheduled advancement in pay, subject to other provisions of the Collective Agreement in accordance with the category groupings listed below:

**GROUP 1**

01, 07, 08, 11, 13, 14, 15, 16, 17, 18, 19,  
21, 22, 23, 24, 25, 36, 37, 38

**GROUP 2**

29, 30, 31, 33, 34

a) Employees working temporarily in another category within Group 1 shall be eligible for scheduled advancement in pay while in out-of-category assignments.

b) Employees in categories listed in Group 1 assigned to a category listed in Group 2, shall be eligible for scheduled advancement in pay for the first sixty (60) calendar days of the out-of-category assignment.

c) Employees in Group 2 shall be eligible for scheduled advancement in pay regardless of out-of-category assignments.

5.04 It is understood that the Company reserves the right to amend or delete the graduated salary scale for the Mechanic classification at the termination date of this Agreement, in the event that, at that time, overall Company policy, or the development of branch employee grading or other procedures provide for similar or identical compensation.

5.05 Qualified Tank Sealers will be paid a premium of One Hundred and Fifty dollars (\$150.00) per month.

Vacancy Notices for these positions will be issued as required in Dorval and Winnipeg Bases, Toronto and Vancouver stations, soliciting volunteers from Mechanics in Category 1, Category 13, Category 19, and Category 38. Priority for selecting volunteers shall be in order of basic Seniority from Category 1. In the event there are insufficient volunteers, selection will then be made from the remaining Categories in order of basic Seniority. Volunteers will be selected for a two (2) year term.

In the event there are insufficient volunteers, employees will be assigned from Category 1 in reverse order of seniority. Employees assigned will be required to serve a one (1) year term only.

5.06 Should Cafeteria Attendants be required to perform Cook/Apprentice Cook duties for short periods during their shift on a regular basis, those required to perform such duties will receive a special allowance of ten dollars (\$10.00) per month.

5.07 When relief is required in the Chief Cook classification and such relief is provided by a Cook at the top of his classification (Cook 5), said Cook shall be paid at the Chief Cook 2 rate of pay.

5.08 Eligibility for Shift Premiums will be as follows:

**Afternoon Shift** - all hours worked on scheduled shifts commencing between 12:00 noon and 7:59 p.m. (inclusive).

**Midnight Shift** - all hours worked on scheduled shifts commencing between 8:00 p.m. and 6:59 a.m. (inclusive).

**Irregular Shift** (in lieu of all other Shift Premiums) - all hours worked on scheduled shifts commencing from 2:00 a.m. to 5:59 a.m. (inclusive) or terminating from 2:00 a.m. to 6:00 a.m. (inclusive).



**NOTE:** Employees on a non-standard schedule (40/7 formula) shall be paid Shift Premium for hours actually worked, based on the starting time (as specified above) of each individual period of duty.

5.09 Shift Premiums will be paid as follows:

|                 |        |
|-----------------|--------|
| Afternoon Shift | \$0.44 |
| Midnight Shift  | \$0.53 |
| Irregular Shift | \$0.59 |

In addition, a Shift Premium equivalent to that applicable to the employee's preceding regular shift shall be paid for all overtime hours worked.

5.10 Employees covered by this Agreement will receive longevity pay as follows:

After completion of ten (10) years of service : 10 cents (\$0.10) per hour  
After completion of fifteen (15) years of service: 15 cents (\$0.15) per hour  
After completion of twenty (20) years of service : 20 cents (\$0.20) per hour

For employees in classifications covered by this Agreement, longevity pay will become effective with the beginning of the pay period following ten (10), fifteen (15) or twenty (20) years of service based on the employee's Company Service Date or, if applicable, a Revised Company Service Date.

Effective April 15, 1997, employees who transfer from another Collective Agreement between Air Canada and the IAMAW, District Lodge 140, into a classification covered by this Agreement, service under such previous Collective Agreements will be included for the purpose of entitlement to longevity pay as identified above.

Effective April 15, 1997, employees who transfer from other Collective Agreements or non-unionized positions within the Company, eligibility for longevity pay, as identified above, will be based on service in classifications covered by this Agreement excluding any periods of time in classifications covered by this Collective Agreement that results in a Revised Company Service Date.

5.11 The following are the rates of pay for all classifications in the Technical Operations Branch covered by this Agreement.

|                                    | PERIOD ONE<br><u>JUNE 13/99 TO JUNE 10/2000</u> |                                   |            | PERIOD TWO<br><u>JUNE 11/2000 TO JUNE 9/2001</u> |                  | PERIOD THREE<br><u>JUNE</u> |                   |         |
|------------------------------------|-------------------------------------------------|-----------------------------------|------------|--------------------------------------------------|------------------|-----------------------------|-------------------|---------|
| <u>10/2001 TO JUNE 22/2002</u>     | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.              | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |            | MONTHLY<br>MONTHLY<br>RATE EQUIV.                | WEEKLY<br>EQUIV. | HOURLY<br>RATE              | MONTHLY<br>EQUIV. |         |
| TECHNICAL OPERATIONS               |                                                 |                                   |            |                                                  |                  |                             |                   |         |
| Crew Chief                         | \$1,258.61<br>\$5,862.36                        | \$31.47                           | \$5,472.71 | \$1,308.96                                       | \$32.72          | \$5,691.61                  | \$1,348.23        | \$33.71 |
| Lead Aircraft Inspector            | \$1,258.61<br>\$5,862.36                        | \$31.47                           | \$5,472.71 | \$1,308.96                                       | \$32.72          | \$5,691.61                  | \$1,348.23        | \$33.71 |
| Shift Foreman                      | \$1,196.02<br>\$5,570.83                        | \$29.90                           | \$5,200.55 | \$1,243.86                                       | \$31.10          | \$5,408.57                  | \$1,281.18        | \$32.03 |
| Aircraft Inspector 2               | \$1,243.66<br>\$5,792.72                        | \$31.09                           | \$5,407.69 | \$1,293.41                                       | \$32.34          | \$5,624.00                  | \$1,332.21        | \$33.31 |
| Aircraft Inspector 1               | \$1,223.06<br>\$5,696.76                        | \$30.58                           | \$5,318.11 | \$1,271.98                                       | \$31.80          | \$5,530.84                  | \$1,310.14        | \$32.75 |
| Aircraft Avionics Inspector 2      | \$1,243.66<br>\$5,792.72                        | \$31.09                           | \$5,407.69 | \$1,293.41                                       | \$32.34          | \$5,624.00                  | \$1,332.21        | \$33.31 |
| Aircraft Avionics Inspector 1      | \$1,223.06<br>\$5,696.76                        | \$30.58                           | \$5,318.11 | \$1,271.98                                       | \$31.80          | \$5,530.84                  | \$1,310.14        | \$32.75 |
| Certificated Aircraft Technician 2 | \$1,196.02<br>\$5,570.83                        | \$29.90                           | \$5,200.55 | \$1,243.86                                       | \$31.10          | \$5,408.57                  | \$1,281.18        | \$32.03 |
| Certificated Aircraft Technician 1 | \$1,169.98<br>\$5,449.54                        | \$29.25                           | \$5,087.32 | \$1,216.78                                       | \$30.42          | \$5,290.82                  | \$1,253.29        | \$31.33 |
| Certificated Avionics Technician 2 | \$1,196.02<br>\$5,570.83                        | \$29.90                           | \$5,200.55 | \$1,243.86                                       | \$31.10          | \$5,408.57                  | \$1,281.18        | \$32.03 |
| Certificated Avionics Technician 1 | \$1,169.98<br>\$5,449.54                        | \$29.25                           | \$5,087.32 | \$1,216.78                                       | \$30.42          | \$5,290.82                  | \$1,253.29        | \$31.33 |
| Lead Shop Inspector                | \$1,163.12                                      | \$29.08                           | \$5,057.46 | \$1,209.64                                       | \$30.24          | \$5,259.76                  | \$1,245.93        | \$31.15 |

|                                         |            |         |            |            |         |            |            |         |
|-----------------------------------------|------------|---------|------------|------------|---------|------------|------------|---------|
|                                         | \$5,417.55 |         |            |            |         |            |            |         |
| Shop Inspector                          | \$1,127.14 | \$28.18 | \$4,901.05 | \$1,172.23 | \$29.31 | \$5,097.09 | \$1,207.40 | \$30.18 |
|                                         | \$5,250.00 |         |            |            |         |            |            |         |
| Avionics/Electronic Calibration Spec. 2 | \$1,127.14 | \$28.18 | \$4,901.05 | \$1,172.23 | \$29.31 | \$5,097.09 | \$1,207.40 | \$30.18 |
|                                         | \$5,250.00 |         |            |            |         |            |            |         |
| Avionics/Electronic Calibration Spec. 1 | \$1,058.15 | \$26.45 | \$4,601.04 | \$1,100.47 | \$27.51 | \$4,785.08 | \$1,133.49 | \$28.34 |
|                                         | \$4,928.63 |         |            |            |         |            |            |         |
| Avionic Specialist 2                    | \$1,163.12 | \$29.08 | \$5,057.46 | \$1,209.64 | \$30.24 | \$5,259.76 | \$1,245.93 | \$31.15 |
|                                         | \$5,417.55 |         |            |            |         |            |            |         |
| Avionic Specialist 1                    | \$1,094.13 | \$27.35 | \$4,757.50 | \$1,137.90 | \$28.45 | \$4,947.80 | \$1,172.03 | \$29.30 |
|                                         | \$5,096.24 |         |            |            |         |            |            |         |
| N.D.T. Technician                       | \$1,180.59 | \$29.51 | \$5,133.43 | \$1,227.81 | \$30.70 | \$5,338.77 | \$1,264.65 | \$31.62 |
|                                         | \$5,498.94 |         |            |            |         |            |            |         |
| N.D.T. Operator 2                       | \$1,127.14 | \$28.18 | \$4,901.05 | \$1,172.23 | \$29.31 | \$5,097.09 | \$1,207.40 | \$30.18 |
|                                         | \$5,250.00 |         |            |            |         |            |            |         |
| N.D.T. Operator 1                       | \$1,058.15 | \$26.45 | \$4,601.04 | \$1,100.47 | \$27.51 | \$4,785.08 | \$1,133.49 | \$28.34 |
|                                         | \$4,928.63 |         |            |            |         |            |            |         |
| Materials Inspector                     | \$1,127.14 | \$28.18 | \$4,901.05 | \$1,172.23 | \$29.31 | \$5,097.09 | \$1,207.40 | \$30.18 |
|                                         | \$5,250.00 |         |            |            |         |            |            |         |
| Lead Mechanic                           | \$1,127.14 | \$28.18 | \$4,901.05 | \$1,172.23 | \$29.31 | \$5,097.09 | \$1,207.40 | \$30.18 |
|                                         | \$5,250.00 |         |            |            |         |            |            |         |
| Mechanic 4                              | \$1,058.15 | \$26.45 | \$4,601.04 | \$1,100.47 | \$27.51 | \$4,785.08 | \$1,133.49 | \$28.34 |
|                                         | \$4,928.63 |         |            |            |         |            |            |         |
| Mechanic 3                              | \$ 964.85  | \$24.12 | \$4,195.34 | \$1,003.44 | \$25.09 | \$4,363.15 | \$1,033.54 | \$25.84 |
|                                         | \$4,494.05 |         |            |            |         |            |            |         |
| Mechanic 2                              | \$ 947.70  | \$23.69 | \$4,120.78 | \$ 985.61  | \$24.64 | \$4,285.61 | \$1,015.17 | \$25.38 |
|                                         | \$4,414.18 |         |            |            |         |            |            |         |
| Mechanic 1                              | \$ 913.73  | \$22.84 | \$3,973.09 | \$ 950.28  | \$23.76 | \$4,132.01 | \$ 978.79  | \$24.47 |
|                                         | \$4,255.97 |         |            |            |         |            |            |         |
| Junior Mechanic 4                       | \$ 877.67  | \$21.94 | \$3,816.30 | \$ 912.78  | \$22.82 | \$3,968.95 | \$ 940.16  | \$23.50 |
|                                         | \$4,088.02 |         |            |            |         |            |            |         |
| Junior Mechanic 3                       | \$ 833.84  | \$20.85 | \$3,625.69 | \$ 867.19  | \$21.68 | \$3,770.72 | \$ 893.21  | \$22.33 |
|                                         | \$3,883.84 |         |            |            |         |            |            |         |
| Junior Mechanic 2                       | \$ 787.85  | \$19.70 | \$3,425.71 | \$ 819.36  | \$20.48 | \$3,562.74 | \$ 843.94  | \$21.10 |

|                   |            |         |            |           |         |            |           |         |  |
|-------------------|------------|---------|------------|-----------|---------|------------|-----------|---------|--|
| Junior Mechanic 1 | \$3,669.62 |         |            |           |         |            |           |         |  |
|                   | \$ 745.70  | \$18.64 | \$3,242.45 | \$ 775.53 | \$19.39 | \$3,372.15 | \$ 798.79 | \$19.97 |  |
|                   | \$3,473.31 |         |            |           |         |            |           |         |  |

|                                | PERIOD ONE<br>JUNE 13/99 TO JUNE 10/2000 |                                   |  | PERIOD TWO<br>JUNE 11/2000 TO JUNE 9/2001 |            | PERIOD THREE<br>JUNE |                |                   |
|--------------------------------|------------------------------------------|-----------------------------------|--|-------------------------------------------|------------|----------------------|----------------|-------------------|
| <u>10/2001 TO JUNE 22/2002</u> | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.       | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |  | MONTHLY<br>MONTHLY<br>RATE                | EQUIV.     | WEEKLY<br>EQUIV.     | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| TECHNICAL OPERATIONS           |                                          |                                   |  |                                           |            |                      |                |                   |
| Learner 4                      | \$ 704.15<br>\$3,279.79                  | \$17.60 \$3,061.79                |  | \$ 732.32 \$18.31                         | \$3,184.26 | \$ 754.29            | \$18.86        |                   |
| Learner 3                      | \$ 650.09<br>\$3,027.97                  | \$16.25 \$2,826.71                |  | \$ 676.09 \$16.90                         | \$2,939.77 | \$ 696.37            | \$17.41        |                   |
| Learner 2                      | \$ 600.15<br>\$2,795.37                  | \$15.00 \$2,609.57                |  | \$ 624.15 \$15.60                         | \$2,713.95 | \$ 642.88            | \$16.07        |                   |
| Learner 1                      | \$ 554.04<br>\$2,580.62                  | \$13.85 \$2,409.09                |  | \$ 576.20 \$14.41                         | \$2,505.45 | \$ 593.49            | \$14.84        |                   |
| Detail Materials Inspector 4   | \$1,058.15<br>\$4,928.63                 | \$26.45 \$4,601.04                |  | \$1,100.47 \$27.51                        | \$4,785.08 | \$1,133.49           | \$28.34        |                   |
| Detail Materials Inspector 3   | \$ 991.43<br>\$4,617.88                  | \$24.79 \$4,310.94                |  | \$1,031.09 \$25.78                        | \$4,483.38 | \$1,062.02           | \$26.55        |                   |
| Detail Materials Inspector 2   | \$ 975.26<br>\$4,542.56                  | \$24.38 \$4,240.63                |  | \$1,014.27 \$25.36                        | \$4,410.26 | \$1,044.70           | \$26.12        |                   |
| Detail Materials Inspector 1   | \$ 766.59<br>\$3,570.64                  | \$19.16 \$3,333.31                |  | \$ 797.26 \$19.93                         | \$3,466.64 | \$ 821.18            | \$20.53        |                   |
| Lead Cleaner A/C Engine Parts  | \$ 818.96<br>\$3,814.54                  | \$20.47 \$3,560.99                |  | \$ 851.72 \$21.29                         | \$3,703.43 | \$ 877.27            | \$21.93        |                   |
| Cleaner Blaster 5              | \$ 778.44<br>\$3,625.80                  | \$19.46 \$3,384.81                |  | \$ 809.58 \$20.24                         | \$3,520.20 | \$ 833.86            | \$20.85        |                   |
| Cleaner Blaster 4              | \$ 748.02<br>\$3,484.12                  | \$18.70 \$3,252.54                |  | \$ 777.94 \$19.45                         | \$3,382.64 | \$ 801.28            | \$20.03        |                   |
| Cleaner Blaster 3              | \$ 687.00<br>\$3,199.92                  | \$17.18 \$2,987.23                |  | \$ 714.48 \$17.86                         | \$3,106.72 | \$ 735.92            | \$18.40        |                   |

|                         |            |         |            |           |         |            |           |         |
|-------------------------|------------|---------|------------|-----------|---------|------------|-----------|---------|
| Cleaner Blaster 2       | \$ 567.44  | \$14.19 | \$2,467.35 | \$ 590.14 | \$14.75 | \$2,566.04 | \$ 607.84 | \$15.20 |
|                         | \$2,643.02 |         |            |           |         |            |           |         |
| Cleaner Blaster 1       | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |
|                         | \$2,086.02 |         |            |           |         |            |           |         |
| Helper 2                | \$ 773.40  | \$19.33 | \$3,362.89 | \$ 804.33 | \$20.11 | \$3,497.41 | \$ 828.46 | \$20.71 |
|                         | \$3,602.33 |         |            |           |         |            |           |         |
| Helper 1                | \$ 712.24  | \$17.81 | \$3,096.94 | \$ 740.73 | \$18.52 | \$3,220.82 | \$ 762.95 | \$19.07 |
|                         | \$3,317.45 |         |            |           |         |            |           |         |
| Toolroom Issuer 5       | \$ 773.40  | \$19.33 | \$3,362.89 | \$ 804.33 | \$20.11 | \$3,497.41 | \$ 828.46 | \$20.71 |
|                         | \$3,602.33 |         |            |           |         |            |           |         |
| Toolroom Issuer 4       | \$ 712.24  | \$17.81 | \$3,096.94 | \$ 740.73 | \$18.52 | \$3,220.82 | \$ 762.95 | \$19.07 |
|                         | \$3,317.45 |         |            |           |         |            |           |         |
| Toolroom Issuer 3       | \$ 676.89  | \$16.92 | \$2,943.27 | \$ 703.97 | \$17.60 | \$3,061.00 | \$ 725.09 | \$18.13 |
|                         | \$3,152.83 |         |            |           |         |            |           |         |
| Toolroom Issuer 2       | \$ 562.39  | \$14.06 | \$2,445.39 | \$ 584.89 | \$14.62 | \$2,543.20 | \$ 602.43 | \$15.06 |
|                         | \$2,619.50 |         |            |           |         |            |           |         |
| Toolroom Issuer 1       | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |
|                         | \$2,086.02 |         |            |           |         |            |           |         |
| Lead Cleaner            | \$ 759.56  | \$18.99 | \$3,302.72 | \$ 789.94 | \$19.75 | \$3,434.83 | \$ 813.64 | \$20.34 |
|                         | \$3,537.87 |         |            |           |         |            |           |         |
| Cleaner (4)             | \$ 732.36  | \$18.31 | \$3,184.47 | \$ 761.66 | \$19.04 | \$3,311.85 | \$ 784.51 | \$19.61 |
|                         | \$3,411.20 |         |            |           |         |            |           |         |
| Cleaner (3)             | \$ 671.28  | \$16.78 | \$2,918.84 | \$ 698.13 | \$17.45 | \$3,035.59 | \$ 719.07 | \$17.98 |
|                         | \$3,126.66 |         |            |           |         |            |           |         |
| Cleaner (2)             | \$ 559.57  | \$13.99 | \$2,433.10 | \$ 581.95 | \$14.55 | \$2,530.43 | \$ 599.41 | \$14.99 |
|                         | \$2,606.34 |         |            |           |         |            |           |         |
| Cleaner (1)             | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |
|                         | \$2,086.02 |         |            |           |         |            |           |         |
| Lead Building Attendant | \$ 745.85  | \$18.65 | \$3,243.09 | \$ 775.68 | \$19.39 | \$3,372.81 | \$ 798.95 | \$19.97 |
|                         | \$3,474.00 |         |            |           |         |            |           |         |
| Building Attendant 4    | \$ 704.84  | \$17.62 | \$3,064.80 | \$ 733.04 | \$18.33 | \$3,187.39 | \$ 755.03 | \$18.88 |
|                         | \$3,283.02 |         |            |           |         |            |           |         |
| Building Attendant 3    | \$ 643.93  | \$16.10 | \$2,799.95 | \$ 669.69 | \$16.74 | \$2,911.95 | \$ 689.78 | \$17.24 |
|                         | \$2,999.31 |         |            |           |         |            |           |         |

|                      |            |         |            |           |         |            |           |         |
|----------------------|------------|---------|------------|-----------|---------|------------|-----------|---------|
| Building Attendant 2 | \$ 545.92  | \$13.65 | \$2,373.75 | \$ 567.75 | \$14.19 | \$2,468.70 | \$ 584.79 | \$14.62 |
|                      | \$2,542.76 |         |            |           |         |            |           |         |
| Building Attendant 1 | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |
|                      | \$2,086.02 |         |            |           |         |            |           |         |

|                                         | PERIOD ONE<br>JUNE 13/99 TO JUNE 10/2000 |                                   |  | PERIOD TWO<br>JUNE 11/2000 TO JUNE 9/2001 |                  | PERIOD THREE<br>JUNE |                   |  |
|-----------------------------------------|------------------------------------------|-----------------------------------|--|-------------------------------------------|------------------|----------------------|-------------------|--|
| <u>10/2001 TO JUNE 22/2002</u>          | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.       | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |  | MONTHLY<br>MONTHLY<br>RATE                | WEEKLY<br>EQUIV. | HOURLY<br>EQUIV.     | MONTHLY<br>EQUIV. |  |
| TECHNICAL OPERATIONS                    |                                          |                                   |  |                                           |                  |                      |                   |  |
| Facilities Cleaner 4                    | \$ 641.00<br>\$2,985.66                  | \$16.03 \$2,787.21                |  | \$ 666.64 \$16.67                         | \$2,898.70       | \$ 686.64            | \$17.17           |  |
| Facilities Cleaner 3                    | \$ 580.09<br>\$2,701.95                  | \$14.50 \$2,522.36                |  | \$ 603.30 \$15.08                         | \$2,623.26       | \$ 621.40            | \$15.53           |  |
| Facilities Cleaner 2                    | \$ 513.99<br>\$2,394.04                  | \$12.85 \$2,234.91                |  | \$ 534.54 \$13.36                         | \$2,324.31       | \$ 550.58            | \$13.76           |  |
| Facilities Cleaner 1                    | \$ 447.86<br>\$2,086.02                  | \$11.20 \$1,947.37                |  | \$ 465.77 \$11.64                         | \$2,025.26       | \$ 479.74            | \$11.99           |  |
| Stationary Plant Operator (2nd Class) 3 | \$1,058.15<br>\$4,928.63                 | \$26.45 \$4,601.04                |  | \$1,100.47 \$27.51                        | \$4,785.08       | \$1,133.49           | \$28.34           |  |
| Stationary Plant Operator (2nd Class) 2 | \$1,007.92<br>\$4,694.66                 | \$25.20 \$4,382.62                |  | \$1,048.23 \$26.21                        | \$4,557.93       | \$1,079.68           | \$26.99           |  |
| Stationary Plant Operator (2nd Class) 1 | \$ 957.74<br>\$4,460.94                  | \$23.94 \$4,164.43                |  | \$ 996.05 \$24.90                         | \$4,331.01       | \$1,025.93           | \$25.65           |  |
| Stationary Plant Operator (3rd Class) 2 | \$ 907.83<br>\$4,228.48                  | \$22.70 \$3,947.43                |  | \$ 944.14 \$23.60                         | \$4,105.32       | \$ 972.47            | \$24.31           |  |
| Stationary Plant Operator (3rd Class) 1 | \$ 857.96<br>\$3,996.18                  | \$21.45 \$3,730.56                |  | \$ 892.27 \$22.31                         | \$3,879.78       | \$ 919.04            | \$22.98           |  |
| Stationary Plant Operator (4th Class) 2 | \$ 786.87<br>\$3,665.08                  | \$19.67 \$3,421.47                |  | \$ 818.34 \$20.46                         | \$3,558.33       | \$ 842.90            | \$21.07           |  |
| Stationary Plant Operator (4th Class) 1 | \$ 725.17<br>\$3,377.70                  | \$18.13 \$3,153.19                |  | \$ 754.18 \$18.85                         | \$3,279.32       | \$ 776.80            | \$19.42           |  |
| Stationary Plant Operator (2)           | \$ 714.51<br>\$3,328.06                  | \$17.86 \$3,106.85                |  | \$ 743.10 \$18.58                         | \$3,231.13       | \$ 765.39            | \$19.13           |  |



|                               |            |         |            |           |         |            |           |         |
|-------------------------------|------------|---------|------------|-----------|---------|------------|-----------|---------|
| Stationary Plant Operator (1) | \$ 667.19  | \$16.68 | \$2,901.08 | \$ 693.88 | \$17.35 | \$3,017.12 | \$ 714.69 | \$17.87 |
|                               | \$3,107.64 |         |            |           |         |            |           |         |

5.12 The following are the rates of pay for all classifications of the Dorval Base Cafeteria covered by this Agreement. |

|                                | PERIOD ONE<br><u>JUNE 13/99 TO JUNE 10/2000</u> |                                   |            | PERIOD TWO<br><u>JUNE 11/2000 TO JUNE 9/2001</u> |               | PERIOD THREE<br><u>JUNE</u> |                |                   |
|--------------------------------|-------------------------------------------------|-----------------------------------|------------|--------------------------------------------------|---------------|-----------------------------|----------------|-------------------|
| <u>10/2001 TO JUNE 22/2002</u> | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.              | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |            | MONTHLY<br>MONTHLY<br>RATE                       | EQUIV. EQUIV. | WEEKLY<br>EQUIV.            | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| CAFETERIA                      |                                                 |                                   |            |                                                  |               |                             |                |                   |
| Chief Cook 3                   | \$797.52<br>\$3,714.67                          | \$19.94                           | \$3,467.76 | \$829.42                                         | \$20.74       | \$3,606.47                  | \$854.30       | \$21.36           |
| Chief Cook 2                   | \$702.40<br>\$3,271.62                          | \$17.56                           | \$3,054.16 | \$730.49                                         | \$18.26       | \$3,176.33                  | \$752.41       | \$18.81           |
| Chief Cook 1                   | \$649.89<br>\$3,027.04                          | \$16.25                           | \$2,825.84 | \$675.88                                         | \$16.90       | \$2,938.87                  | \$696.16       | \$17.40           |
| Cook 5                         | \$671.71<br>\$3,128.67                          | \$16.79                           | \$2,920.71 | \$698.57                                         | \$17.46       | \$3,037.54                  | \$719.53       | \$17.99           |
| Cook 4                         | \$615.74<br>\$2,867.99                          | \$15.39                           | \$2,677.37 | \$640.37                                         | \$16.01       | \$2,784.46                  | \$659.58       | \$16.49           |
| Cook 3                         | \$591.79<br>\$2,756.44                          | \$14.79                           | \$2,573.22 | \$615.46                                         | \$15.39       | \$2,676.15                  | \$633.93       | \$15.85           |
| Cook 2                         | \$567.86<br>\$2,644.98                          | \$14.20                           | \$2,469.17 | \$590.58                                         | \$14.76       | \$2,567.94                  | \$608.29       | \$15.21           |
| Cook 1                         | \$543.86<br>\$2,533.18                          | \$13.60                           | \$2,364.80 | \$565.61                                         | \$14.14       | \$2,459.40                  | \$582.58       | \$14.56           |
| Pastry Chef 3                  | \$758.77<br>\$3,534.20                          | \$18.97                           | \$3,299.29 | \$789.12                                         | \$19.73       | \$3,431.26                  | \$812.80       | \$20.32           |
| Pastry Chef 2                  | \$692.27<br>\$3,224.43                          | \$17.31                           | \$3,010.11 | \$719.96                                         | \$18.00       | \$3,130.51                  | \$741.55       | \$18.54           |
| Pastry Chef 1                  | \$662.75<br>\$3,086.95                          | \$16.57                           | \$2,881.77 | \$689.26                                         | \$17.23       | \$2,997.04                  | \$709.94       | \$17.75           |

|                      |                        |         |            |          |         |            |          |         |
|----------------------|------------------------|---------|------------|----------|---------|------------|----------|---------|
| Pastry Cook 5        | \$671.71<br>\$3,128.67 | \$16.79 | \$2,920.71 | \$698.57 | \$17.46 | \$3,037.54 | \$719.53 | \$17.99 |
| Pastry Cook 4        | \$615.74<br>\$2,867.99 | \$15.39 | \$2,677.37 | \$640.37 | \$16.01 | \$2,784.46 | \$659.58 | \$16.49 |
| Pastry Cook 3        | \$591.79<br>\$2,756.44 | \$14.79 | \$2,573.22 | \$615.46 | \$15.39 | \$2,676.15 | \$633.93 | \$15.85 |
| Pastry Cook 2        | \$567.86<br>\$2,644.98 | \$14.20 | \$2,469.17 | \$590.58 | \$14.76 | \$2,567.94 | \$608.29 | \$15.21 |
| Pastry Cook 1        | \$543.86<br>\$2,533.18 | \$13.60 | \$2,364.80 | \$565.61 | \$14.14 | \$2,459.40 | \$582.58 | \$14.56 |
| Apprentice Cook 5    | \$543.86<br>\$2,533.18 | \$13.60 | \$2,364.80 | \$565.61 | \$14.14 | \$2,459.40 | \$582.58 | \$14.56 |
| Apprentice Cook 4    | \$519.86<br>\$2,421.38 | \$13.00 | \$2,260.43 | \$540.65 | \$13.52 | \$2,350.85 | \$556.87 | \$13.92 |
| Apprentice Cook 3    | \$495.00<br>\$2,305.61 | \$12.38 | \$2,152.37 | \$514.80 | \$12.87 | \$2,238.46 | \$530.25 | \$13.26 |
| Apprentice Cook 2    | \$470.12<br>\$2,189.70 | \$11.75 | \$2,044.16 | \$488.92 | \$12.22 | \$2,125.93 | \$503.59 | \$12.59 |
| Apprentice Cook 1    | \$448.00<br>\$2,086.71 | \$11.20 | \$1,948.01 | \$465.92 | \$11.65 | \$2,025.93 | \$479.90 | \$12.00 |
| Supply Clerk 3       | \$567.86<br>\$2,644.98 | \$14.20 | \$2,469.17 | \$590.58 | \$14.76 | \$2,567.94 | \$608.29 | \$15.21 |
| Supply Clerk 2       | \$535.57<br>\$2,494.59 | \$13.39 | \$2,328.78 | \$557.00 | \$13.92 | \$2,421.93 | \$573.71 | \$14.34 |
| Supply Clerk 1       | \$510.66<br>\$2,378.53 | \$12.77 | \$2,220.44 | \$531.08 | \$13.28 | \$2,309.26 | \$547.02 | \$13.68 |
| Boutique Attendant 3 | \$544.93<br>\$2,538.17 | \$13.62 | \$2,369.46 | \$566.73 | \$14.17 | \$2,464.24 | \$583.73 | \$14.59 |
| Boutique Attendant 2 | \$495.00<br>\$2,305.61 | \$12.38 | \$2,152.37 | \$514.80 | \$12.87 | \$2,238.46 | \$530.25 | \$13.26 |

|                      |            |         |            |          |         |            |          |         |
|----------------------|------------|---------|------------|----------|---------|------------|----------|---------|
| Boutique Attendant 1 | \$471.04   | \$11.78 | \$2,048.18 | \$489.88 | \$12.25 | \$2,130.11 | \$504.58 | \$12.61 |
|                      | \$2,194.01 |         |            |          |         |            |          |         |

|                                | PERIOD ONE<br><u>JUNE 13/99 TO JUNE 10/2000</u> |                                   |            | PERIOD TWO<br><u>JUNE 11/2000 TO JUNE 9/2001</u> |         | PERIOD THREE<br><u>JUNE</u> |                |                   |
|--------------------------------|-------------------------------------------------|-----------------------------------|------------|--------------------------------------------------|---------|-----------------------------|----------------|-------------------|
| <u>10/2001 TO JUNE 22/2002</u> | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.              | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |            | MONTHLY<br>MONTHLY<br>RATE EQUIV.                |         | WEEKLY<br>EQUIV.            | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| CAFETERIA                      |                                                 |                                   |            |                                                  |         |                             |                |                   |
| Cashier 2                      | \$519.78<br>\$2,421.03                          | \$12.99                           | \$2,260.11 | \$540.57                                         | \$13.51 | \$2,350.52                  | \$556.79       | \$13.92           |
| Cashier 1                      | \$471.04<br>\$2,194.01                          | \$11.78                           | \$2,048.18 | \$489.88                                         | \$12.25 | \$2,130.11                  | \$504.58       | \$12.61           |
| Cafeteria Attendant 5          | \$495.00<br>\$2,305.61                          | \$12.38                           | \$2,152.37 | \$514.80                                         | \$12.87 | \$2,238.46                  | \$530.25       | \$13.26           |
| Cafeteria Attendant 4          | \$471.04<br>\$2,194.01                          | \$11.78                           | \$2,048.18 | \$489.88                                         | \$12.25 | \$2,130.11                  | \$504.58       | \$12.61           |
| Cafeteria Attendant 3          | \$447.08<br>\$2,082.40                          | \$11.18                           | \$1,943.99 | \$464.96                                         | \$11.62 | \$2,021.75                  | \$478.91       | \$11.97           |
| Cafeteria Attendant 2          | \$428.65<br>\$1,996.57                          | \$10.72                           | \$1,863.86 | \$445.80                                         | \$11.14 | \$1,938.42                  | \$459.17       | \$11.48           |
| Cafeteria Attendant 1          | \$414.81<br>\$1,932.11                          | \$10.37                           | \$1,803.69 | \$431.41                                         | \$10.79 | \$1,875.84                  | \$444.35       | \$11.11           |
| Senior Kitchen Helper 1        | \$519.00<br>\$2,417.41                          | \$12.98                           | \$2,256.74 | \$539.76                                         | \$13.49 | \$2,347.00                  | \$555.96       | \$13.90           |
| Kitchen Helper 3               | \$495.00<br>\$2,305.61                          | \$12.38                           | \$2,152.37 | \$514.80                                         | \$12.87 | \$2,238.46                  | \$530.25       | \$13.26           |
| Kitchen Helper 2               | \$471.04<br>\$2,194.01                          | \$11.78                           | \$2,048.18 | \$489.88                                         | \$12.25 | \$2,130.11                  | \$504.58       | \$12.61           |

|                  |            |         |            |          |         |            |          |         |
|------------------|------------|---------|------------|----------|---------|------------|----------|---------|
| Kitchen Helper 1 | \$447.08   | \$11.18 | \$1,943.99 | \$464.96 | \$11.62 | \$2,021.75 | \$478.91 | \$11.97 |
|                  | \$2,082.40 |         |            |          |         |            |          |         |

## **ARTICLE 6 - SCOPE OF AGREEMENT - AIRPORT & CARGO OPERATIONS**

### **6.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Airport & Cargo Operations Branch is divided are as follows:

**EASTERN** - Ottawa and stations east, including Rouyn and Val d'Or.

**CENTRAL** - Stations between Thunder Bay and Ottawa.

**WESTERN** - Thunder Bay and stations west.

### **6.02 CATEGORY**

All personnel of the Airport & Cargo Operations Branch in classifications enumerated in Article 6.03, are in the Airport & Cargo Operations work category and are covered by this Agreement.

Nothing in this Agreement shall prevent the Company from requiring employees to work in another category/classification temporarily, provided that the employee in question is competent to perform the temporary duties required and further, provided that the Union is given advice of such action. The intent and application of this paragraph will be in accordance with Memorandum No. 2, re Working Temporarily in Another Category.

#### **6.02.01 Airport & Cargo Operations**

Comprising those employees engaged in ramp, load service, cargo, cabin servicing and cleaning, telecommunications (operations of Company air/ground telecommunications) functions, the operation of associated equipment, dispatch of flights and general airport, cargo and baggage operations duties as required.

### **6.03 CLASSIFICATIONS**

The following are the employee classifications of the Airport & Cargo Operations Branch in the category enumerated in Article 6.02 covered by this Agreement. All classifications may be called upon from time to time to perform other non-mechanical duties.

The Company will not replace a classification within the Agreement by a management classification.

**NOTE:** See Publication 160, Chapter 10, re Promotion to, Transfer and Bumping in the Customer Service Agent - Weight & Balance classification.



### **6.03.01 Airport & Cargo Operations**

#### **6.03.01.01 Cargo Rating Unit Specialist**

Is employed by the Company as a working member of a group, to select and apply rates and routings to optimize returns with minimal effect on customer service; identify new traffic patterns, trends and make recommendations regarding changes in routes, cargo, rates, interline agreements, etc.; have a good working knowledge of Cargo Accounting procedures, tariffs, publications/references and authorities and be able to perform all TOTEM transactions.

**Minimum Qualifications:** Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must be able to satisfactorily pass C.R.U. Specialist training requirements.

##### **6.03.01.01.01 Qualifications**

In order to be selected to fill C.R.U. Specialist vacancies, applicants must have the following qualifications.

- a) Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union.
- b) Must have the ability to work well with others, be capable of exercising good judgment and have general good grooming.
- c) Bilingual (French and English) as dictated by work load and shift coverage.
- d) Must satisfactorily pass the C.R.U. Specialist Training Course, including four (4) weeks practical "hands on" probationary period.
- e) Applicants for C.R.U. Specialists positions must have qualified themselves to bid on such positions by passing the appropriate examinations (reference (a) above), at least thirty (30) days prior to the date of issuance of the Promotional Bulletin.

#### **6.03.01.02 Lead Customer Service Agent - Airports**

Is employed by the Company to perform ramp and cargo duties, communications and other general operational duties, as required, to handle Sales functions as required, and as a working member of the group, have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent - Airports. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agents - Airports training requirements, established by the Company and concurred in by a Committee designated by the Union.

**6.03.01.03 Customer Service Agent - Airports**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties as required and also, to handle passenger/customer service functions as required.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent and in addition, must be able to satisfactorily pass Customer Service Agent - Airports training requirements.

**6.03.01.04 Lead Customer Service Agent - Weight & Balance**

Is employed by the Company to perform ramp, baggage, cargo and load service duties, communications and other general operational duties, as required, and as a working member of the group, have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent - Weight & Balance. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent - Weight & Balance training requirements, established by the Company and concurred in by a Committee designated by the Union.

**6.03.01.05 Customer Service Agent - Weight & Balance**

Is employed by the Company to perform ramp, baggage, cargo and load service duties, communications and other general operational duties as required.

**Minimum Qualifications:** Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union, be in possession of the required Certificate of Proficiency in Radio and possess a current Air Canada "Load Dispatch Certificate" endorsed for the type of aircraft upon which he can normally be expected to be employed.

**6.03.01.06 Lead Customer Service Agent - Cargo**

Is employed by the Company to perform cargo duties, communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others. Must possess a current dangerous goods certificate as required.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent. Must possess cargo product knowledge, a working knowledge of cargo systems (e.g., TOTEM, cargo acceptance, shipping procedures, cargo check-in and delivery procedures), as well as related cargo documentation processes. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent - Cargo training requirements, established by the Company and concurred in by a Committee designated by the Union.

#### 6.03.01.07 **Lead Customer Service Agent - Baggage**

Is employed by the Company to perform ramp and baggage duties, and communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent. Must possess baggage handling knowledge, a working knowledge of baggage systems (e.g., WORLD TRACER, TOTEM, etc.), interline processes, baggage tracing, baggage records and documents, lost and found, baggage and cargo claim procedures, mishandled, delayed or damaged baggage, interim expense policies/procedures. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent - Baggage training requirements, established by the Company and concurred in by a Committee designated by the Union.

#### 6.03.01.08 **Lead Customer Service Agent**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must possess the qualifications of a Customer Service Agent. Must possess cargo product knowledge, a working knowledge of cargo systems (e.g., TOTEM, Cargo Acceptance, Shipping Procedures, Cargo Check-in and Delivery Procedures), as well as related cargo documentation processes. Must possess baggage handling knowledge, a working knowledge of baggage systems (e.g., WORLD TRACER, TOTEM, etc.), interline processes, baggage tracing, baggage records and documents, lost and found, baggage and cargo claim procedures, mishandled, delayed or damaged baggage, interim expense policies/procedures. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent training requirements, established by the Company and concurred in by a Committee designated by the Union.

#### 6.03.01.09 **Customer Service Agent**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties as required. These duties could include the dispensing of baggage to passengers, WORLD TRACER transactions, perform baggage tracing, prepare records and documents, deal with passenger complaints re lost, mishandled, delayed or damaged baggage and authorize expenditures within limits, perform lost and found functions and cargo services, determine cargo rates and routings, cargo acceptance (including dangerous goods), shipping procedures, cargo check-in and delivery, TOTEM transactions, prepare records and perform other duties associated with cargo traffic.

**Minimum Qualifications:** Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union, be in possession of the necessary Certificate of Proficiency in Radio, as required, and in addition, must be able to satisfactorily pass baggage and cargo training requirements.

##### 6.03.01.09.01 **Qualifications**

In order to be selected to fill Customer Service Agent vacancies, Lead Station Attendants and Station Attendants must have the following qualifications.

- a) Must pass basic and general knowledge examinations established by the Company and concurred in by a Committee designated by the Union.
- b) Must have pleasant personality, ability to deal with the public using tact and good judgment, general good grooming. Assessment of these qualifications will be at the discretion of the Company.
- c) Bilingual (French and English) as required.
- d) i) Must satisfactorily pass baggage and cargo training courses.
  - ii) Applicants for permanent Customer Service Agent positions must have qualified themselves to bid on such positions by passing the basic and general knowledge examinations at least thirty (30) days prior to the issuance of a Promotional Bulletin. Individuals who do not pass the tests or who pass the tests less than thirty (30) days prior to the issuance of a Promotional Bulletin will not be considered eligible to apply.

**6.03.01.10 Lead Station Attendant**

Must possess the qualifications of a Station Attendant and as a working member of a group, must have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must be able to satisfactorily pass Lead Station Attendant training requirements.

**6.03.01.11 Station Attendant**

Is employed by the Company to perform the handling of ramp service, cargo and cabin functions, the preparation of cabin and commissary equipment records and cargo handling forms such as cargo check sheets, mail transfer bills and lot labels; also to perform Cargo Warehouse functions and associated duties.

**6.03.01.12 Lead Cabin Servicing & Cleaning Attendant**

Must possess the qualifications of a Cabin Servicing and Cleaning Attendant and as a working member of the group, must have the ability to satisfactorily direct the work of others.

**Minimum Qualifications:** Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must be able to satisfactorily pass Lead Cabin Servicing & Cleaning Attendant training requirements.

**6.03.01.13 Cabin Servicing & Cleaning Attendant**

Comprises all those who perform cabin servicing and interior aircraft cleaning; including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies; cleaning interior of aircraft; stocking of vehicles used in the grooming function; stocking and cleaning of the cabin service "make-up" rooms and area; stocking and maintaining cabin services kits and other associated duties.

**6.03.01.14 Cargo Communications Operator**

Is employed by the Company to process routine cargo service information involving the input and retrieval of such data through utilization of standard office and communications equipment (excluding rate and routing decisions and customer contact). May also be required to perform routine clerical functions such as filing, typing, manual revisions.

Where volumes dictate the use of specialists, this classification will perform such functions as:

- Operating office and communication equipment;
- Entering and retrieving various information such as:
  - Flight numbers
  - ULD control numbers
  - Air waybills
  - Progressive load assembly forms
  - Manifests
- Processing all routine information and forms not involving rates and routing decisions;
- Perform such clerical functions as filing, typing, teletypes, prepare manifests and other documents, maintain and update manuals, etc.

#### 6.03.01.15 Station Attendant - Part-Time

Is employed by the Company, on a part-time basis, to perform the handling of ramp service, cargo and cabin functions, the preparation of cabin and commissary equipment records and cargo handling forms such as cargo check sheets, mail transfer bills and lot labels; also to perform Cargo Warehouse functions and associated duties.

#### 6.03.02 Part-Time Employment - Station Attendant

6.03.02.01 The Company will continue to staff its operations with "full-time" employees whenever a reasonable degree of employee utilization can be achieved. It is recognized that the use of part-time employment may be utilized due to varying workloads and operational requirements.

6.03.02.02 The number of part-time Station Attendants will not exceed fifteen percent (15%) of the total number of employees in the classifications of Lead Station Attendant and full-time Station Attendant at the point, as at September 25th each year for application and adjustment at the time of major shift schedule changes during the following twelve (12) month period. The Company shall advise District Lodge 140 of the number of Lead Station Attendants and full time Station Attendants and the allowable number of part-time Station Attendants for each point by October 15th each year.

**NOTE:** Up to five (5) part-time Station Attendants may be employed at any one point regardless of the fifteen percent (15%) ratio.

6.03.02.03 Part-time employees will establish a seniority date applicable to full-time or part-time status as a Station Attendant. Seniority provisions for part-time Station Attendants are applicable at the point only, unless as indicated otherwise.

6.03.02.04 Rates of pay, as enumerated in Article 7, are on an hourly basis up to a maximum of the Station Attendant 5 rate of pay.

For the purpose of scheduled advancement in pay for part-time Station Attendants, two (2) weeks of part-time service will equal a credit of one (1) week.

6.03.02.05 With the exception of training, part-time Station Attendants may be scheduled to work up to twenty (20) hours per week, and up to four (4) hours per day. Subject to local agreement between the Company and the Union, these hours may be extended up to eight (8) hours per day, and twenty-four (24) hours in one week.

Where more than one part-time employee covers a period, the total combined coverage may be staggered to provide not more than four and one-half (4 1/2) hours of continuous coverage.

Where more than one part-time period of coverage is required, the minimum spread between scheduled periods must not be less than four (4) hours. In any event, the number of periods in a calendar day will be limited to two (2), except that a third period may be utilized subject to local agreement between the Company and the Union.

In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and conditions and/or alternatives to meet the need.

6.03.02.06 Overtime credits will apply when total hours worked exceeds forty (40) hours within seven (7) calendar days commencing Sunday or when hours worked exceed eight (8) hours in any twenty-four (24) hour period.

6.03.02.07 To be eligible for a meal allowance as referenced in Article 10.01.04.02, a part-time Station Attendant must have worked a total of eight (8) continuous hours, including his regularly scheduled shift.

**NOTE:** Where a part-time Station Attendant's scheduled shift is eight (8) hours or more, Article 10.01.04.02 will apply.

6.03.02.08 Article 10.01.06 will not apply to part-time Station Attendants. This includes any situation involving change of status from full-time to part-time, or part-time to full-time.

6.03.02.09 In the application of Article 10.02.07.01, overtime will be offered to full-time Station Attendants prior to offering overtime to part-time Station Attendants.

6.03.02.10 In the application of Article 10.02.07.07, credits will be at straight time, except when the employee has exceeded the hours worked, as defined in Article 6.03.02.06.

6.03.02.11 The application of Article 10.02.11, Time Bank, does not apply to part-time Station Attendants.

6.03.02.12 Part-time Station Attendants will be eligible to perform acting/relief assignments in the classifications of Lead Cabin Servicing & Cleaning Attendant, Lead Station Attendant and Customer Service Agent.

6.03.02.13 Probation for part-time Station Attendants will consist of a period of thirty (30) weeks.

6.03.02.14 Statutory Holidays for part-time Station Attendants:

Article 12.01 The credit will be six (6) hours at straight time.

Article 12.02 The credit will be six (6) hours at straight time.

Article 12.03.01 The credit will be four (4) hours at straight time in lieu of the holiday(s).

6.03.02.15 Vacation application will be determined on a local basis in accordance with Articles 13.04 and 13.06.

Article 13.02 - The credit for part-time Station Attendants will be four (4) hours at straight time.

6.03.02.16 Part-time Station Attendants will have the ability to transfer to another point in order to secure a permanent full-time position.

6.03.02.17 Full-time Station Attendants with a seniority date prior to June 25, 1990, will not be laid-off or placed on laid-off status at the point while part-time Station Attendants are actively employed at the point.

Full-time Station Attendants with a seniority date subsequent to June 25, 1990, may be laid-off at the point, while part-time employees are actively employed. Such employees may bump/displace the most junior part-time Station Attendant at the point. These employees will assume the status of part-time Station Attendant and will not exceed the maximum part-time wage rate.

Full-time Station Attendants pre and post 1990 may elect to bump in accordance with Article 16.15 and subject to Article 16.10.02 in the division/system, in accordance with their seniority to retain full-time status.

The "bumping" process will be conducted on a step-by-step basis in accordance with information received in terms of employee preference. Employees will only be notified of the outcome in terms of their individual status once the exercise is complete and final.



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Part-time Station Attendants, when laid-off, may not "bump"/displace other more junior full-time Station Attendants at the point.

6.03.02.18 The application of Article 20.10, Severance Pay, will not apply to part-time Station Attendants.

6.03.02.19 In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Station Attendants.

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### **Group Life Insurance**

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The level of coverage will be two and one-half (2 1/2) times the basic annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

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### **Group Disability Income Plan**

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Not available to part-time Station Attendants.

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### **Supplementary Health Insurance**

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The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be Ten Thousand Dollars (\$10,000.00).

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### **Group Dental Insurance**

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Not available to part-time Station Attendants.

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Group insurance coverage for temporary full-time employees will be in accordance with LOU #1. Such benefits, once established, are retained even if an employee's status reverts back to part-time, providing that employment has been continuous.

6.03.02.20 The process for employee change of status from a part-time Station Attendant to a temporary full-time Station Attendant will be as follows:

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a) The Company will advise a part-time Station Attendant, in order of seniority and in writing, when a temporary full-time assignment is available. The employee must advise his local Manager of his decision, verbally, within twenty-four (24) hours followed, in writing, within seventy-two (72) hours of the date of such offer. If an employee declines an offer of temporary full-time employment, he will be ineligible for consideration for a period of sixty (60) days from date of declination.

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b) Employees wishing to convert from temporary full-time to part-time will communicate, in writing, to the Local Manager responsible for staffing/shift scheduling. Such requests will be actioned in order of seniority and in accordance with operational requirements.

c) A part-time Station Attendant may advise the Company, in writing, that he is not interested in temporary full-time Station Attendant employment.

d) Employees are expected to maintain a current point of telephone contact with the Company in order to facilitate the canvassing for full-time hours.

e) Should the Company be unable to contact an employee within forty-eight (48) hours, the employee will be bypassed for the assignment of full-time hours (two (2) calls in each twenty-four (24) hour period).

f) Changes of status to temporary full-time or from temporary full-time, will result in proration of vacation pay for vacation periods affected by any such changes, based on the employment status in which the vacation was earned. Examples are in Letter of Understanding No. 24.

**NOTE:** If any portion of a month is worked in full-time status, that month shall be credited as a full-time month.

g) Part-time Station Attendant rates of pay, as indicated in Article 6.03.02.04, are applicable to temporary full-time Station Attendant assignments.

h) Scheduled advancement in pay will be applied on a week for week basis when a part-time Station Attendant's status is changed to temporary full-time Station Attendant.

i) If an assignment to temporary full-time Station Attendant exceeds twenty-six (26) weeks, the employee's status shall be changed to permanent full-time Station Attendant.

6.03.02.21 The Company may change an employee's employment status from temporary full-time to part-time or vice-versa based on operational requirements. Employees will be provided three (3) days notice of such change in employment status, subject to maintaining reasonable manpower distribution and shift coverage.

Such changes will be for a minimum duration of one (1) week/cycle and will be implemented, where required, to maintain reasonable manpower distribution and shift coverage.

Hours worked will be balanced through scheduled days on/off in accordance with each employee's status and shift pattern.

6.03.02.22 All job security provisions of this Collective Agreement do not apply to part-time Station Attendants.

## 6.04 GENERAL

### 6.04.01 Line of Promotion

Promotion from one classification to another shall be contingent upon a vacancy in the higher classification, in accordance with the provisions of Article 16.11 - Promotions and LOU #4 (where applicable), as follows:

Promotion to:

#### 6.04.01.01 Lead Cabin Servicing & Cleaning Attendant

Addressed to Cabin Servicing and Cleaning Attendants, Cargo Communications Operators and Station Attendants - Part-Time at the point where the vacancy exists. Selection will be on the basis of point seniority.

#### 6.04.01.02 Lead Station Attendant

Addressed to Station Attendants. Selection will be on the basis of Station Attendant Seniority.

**NOTE:** Secondary consideration to be given to Cargo Communications Operator, Station Attendant - Part-Time, Cabin Servicing & Cleaning Attendant and Lead Cabin Servicing & Cleaning Attendant at the point only.

6.04.01.02.01 The number of Lead Station Attendants will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Station Attendants to Lead Station Attendants at any one point will not exceed twelve (12) to one (1).

Notwithstanding the terms of the ratio as outlined above, it is further agreed that the number of Station Attendants assigned to any one (1) Lead Station Attendant, shall not exceed sixteen (16).

**NOTE:** In the event it is necessary to split up a crew assigned to a Lead Station Attendant, to work on more than one flight at a time, the Lead will only be personally responsible for activities taking place under his direction on the particular flight on which he is working.

#### 6.04.01.03 Customer Service Agent

Addressed to Lead Station Attendants and Station Attendants. Selection will be on the basis of Station Attendant Seniority.

**NOTE:** Secondary consideration to be given to Cargo Communications Operator, Station Attendant - Part-Time, Cabin Servicing & Cleaning Attendant and Lead Cabin Servicing & Cleaning Attendant at the point only.

**6.04.01.04 Customer Service Agent - Weight & Balance**

Addressed to Customer Service Agents, Lead Station Attendants, Station Attendants. Selection will be on the basis of Station Attendant seniority.

**6.04.01.05 Customer Service Agent - Airports**

Addressed to Customer Service Agents, Customer Service Agents - Weight & Balance, all Lead Customer Service Agents, Lead Station Attendants and Station Attendants.

**6.04.01.06 Lead Customer Service Agent**

Addressed to Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

**6.04.01.07 Lead Customer Service Agent - Cargo**

Addressed to Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

**6.04.01.08 Lead Customer Service Agent - Baggage**

Addressed to Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

**6.04.01.09 Lead Customer Service Agent - Weight & Balance**

Addressed to Customer Service Agents - Weight & Balance. Selection will be on the basis of Customer Service Agent - Weight & Balance seniority.

**6.04.01.10 C.R.U. Specialist**

Addressed to Customer Service Agent - Airports, Lead Customer Service Agent - Cargo, Customer Service Agents (one of last three years in Cargo). Prime consideration will be given to qualified Lead Customer Service Agents - Cargo. Selection will be on the basis of Customer Service Agent seniority. In the event there are insufficient successful applicants from the foregoing classifications, consideration will be given to other qualified applicants on the basis of seniority in the basic classification(s).

**6.04.01.11 Lead Customer Service Agent - Airports**

Addressed to Customer Service Agents - Airports. Selection will be on the basis of Customer Service Agent - Airports seniority.

#### 6.04.02 Qualifying Examinations

The Agreement requires that to be eligible to apply to Promotional Bulletins covering vacancies in the above basic classifications, employees must have passed the applicable qualifying examinations at least thirty (30) days prior to the issuance of the Promotional Bulletin as follows:

| TYPES OF<br>QUALIFICATIONS                              |        |           |      |                    | RESTRICTED<br>RADIO-<br>TELEPHONE<br>OPER.<br>CERT.<br>(SEE<br>NOTES 1<br>& 3) | LOAD<br>DISPATCH<br>CERT.<br>(SEE<br>NOTE<br>5) | STATION<br>ATTENDANT<br>JOB<br>KNOWLEDGE<br>(SEE NOTE<br>2) | C.R.U.<br>QUAL<br>EXAM | LEAD<br>QUAL.<br>EXAM. | LEAD<br>TRAINING<br>COURSE | STRUCTURED<br>INTERVIEW |
|---------------------------------------------------------|--------|-----------|------|--------------------|--------------------------------------------------------------------------------|-------------------------------------------------|-------------------------------------------------------------|------------------------|------------------------|----------------------------|-------------------------|
| CLASSIFICATIONS                                         | TYPING | GEOGRAPHY | MATH | PROBLEM<br>SOLVING |                                                                                |                                                 |                                                             |                        |                        |                            |                         |
| C.R.U. SPECIALIST                                       | •      | •         | •    |                    |                                                                                |                                                 |                                                             | •                      |                        |                            |                         |
| LEAD CUSTOMER<br>SERVICE<br>AGENT - AIRPORTS            | •      | •         | •    |                    | •                                                                              |                                                 |                                                             |                        | •                      | •                          | •                       |
| CUSTOMER SERVICE<br>AGENT<br>- AIRPORTS                 | •      | •         | •    |                    | •                                                                              |                                                 |                                                             |                        |                        |                            |                         |
| LEAD CUSTOMER<br>SERVICE<br>AGENT - WEIGHT &<br>BALANCE | •      | •         | •    |                    | •                                                                              | •                                               |                                                             |                        | •                      | •                          | •                       |
| CUSTOMER SERVICE<br>AGENT<br>- WEIGHT & BALANCE         | •      | •         | •    | •                  | •                                                                              |                                                 |                                                             |                        |                        |                            |                         |
| LEAD CUSTOMER<br>SERVICE<br>AGENT - CARGO               | •      | •         | •    |                    |                                                                                |                                                 |                                                             |                        | •                      | •                          | •                       |
| LEAD CUSTOMER<br>SERVICE<br>AGENT - BAGGAGE             | •      | •         | •    |                    |                                                                                |                                                 |                                                             |                        | •                      | •                          | •                       |

|                                           |   |   |   |  |   |  |   |  |   |   |   |
|-------------------------------------------|---|---|---|--|---|--|---|--|---|---|---|
| LEAD CUSTOMER SERVICE AGENT               | • | • | • |  | • |  |   |  | • | • | • |
| CUSTOMER SERVICE AGENT                    | • | • | • |  | • |  |   |  |   |   |   |
| LEAD STATION ATTENDANT                    |   | • |   |  |   |  | • |  |   |   |   |
| LEAD CABIN SERVICING & CLEANING ATTENDANT |   |   |   |  |   |  |   |  |   | • |   |

**NOTE 1:** Must possess a "Certificate of Proficiency in Radio" of at least the minimum grade provided by law to operate Company telecommunications/radio equipment according to Government regulations.

**NOTE 2:** Aircraft type examinations included in this requirement.

**NOTE 3:** The Restricted Radio-Telephone Operators Certificate is a requirement of the Lead Customer Service Agent and Customer Service Agent classifications at some stations.

**NOTE 4:** For the second posting of Promotional Bulletins and for the posting of Vacancy Notices, the requirement to qualify thirty (30) days prior is not applicable.

**NOTE 5:** For Customer Service Agent - Weight & Balance qualifying examinations, see Publication 160, Chapter 10.

#### 6.04.02.01 Training Failures

Employees having a training failure for above basic classifications, introductory or basic training courses in the Airport & Cargo Operations Category, will be subject to the following:

a) One (1) re-write for an examination will be provided, by the Company, within thirty (30) days of the date of the failed examination.

b) If the employee is unsuccessful in the above noted re-write examination or if the employee elects not to take the re-write examination, the employee will be ineligible to qualify for the position for a period of six (6) months. This six (6) month period will be from the date of the initial examination.

c) Following an employee request, examination results will be reviewed with the employee.

d) Results of the training examinations shall remain as a permanent record on the employee's Personal File.

e) The training examination requirements for the classification of "Customer Service Agent - Weight & Balance", are as set out in Company Publication 160.

#### 6.04.03 Language Requirements (English & French)

6.04.03.01 An employee promoted or transferred to public contact positions at the following locations must have Level II language capability at the time of promotion or transfer, until the station has met its numerical level of language capability for the classification.

a) These levels are:

Classification: Customer Service Agent - Airports

| <u>Stations</u> | <u>Bilingual Requirement</u> |
|-----------------|------------------------------|
| Fredericton     | 3                            |

Classification: Customer Service Agent - Weight & Balance

| <u>Stations</u> | <u>Bilingual Requirement</u> |
|-----------------|------------------------------|
|-----------------|------------------------------|

Montreal All

Classification: Customer Service Agent (Cargo Office)

| <u>Stations</u> | <u>Bilingual Requirement</u> | <u>Stations</u> | <u>Bilingual Requirement</u> |
|-----------------|------------------------------|-----------------|------------------------------|
| Montreal        | All                          | Moncton         | 3                            |
| Quebec City     | All                          | Ottawa          | 6                            |

Classification: Customer Service Agent (Baggage Office)

| <u>Stations</u> | <u>Bilingual Requirement</u> |
|-----------------|------------------------------|
| Montreal        | All                          |
| Ottawa          | 6                            |
| Toronto         | 8                            |
| Winnipeg        | 3                            |

Classification: Customer Service Agent

| <u>Station</u> | <u>Bilingual Requirement</u> |
|----------------|------------------------------|
| Saint John     | 2                            |

- b) Employees selected for promotion or transfer will be required to acquire Level III language capability within twelve (12) months of occupying such position.
- c) In cases where the employee is required to acquire the necessary language skills on Company time/expense and is unable to achieve the necessary proficiency to progress from one level to another, he will be required to revert to a lower classification at the point not requiring a knowledge of both languages or consistent with his seniority lateral transfer to a location not having a language requirement.
- d) Where the numerical level of language capability has been met, promotions and transfers will be actioned in the same manner as all other classifications.

6.04.03.02 In addition to the above, an employee promoted or transferred to any above basic classification within the Airport & Cargo Operations Branch, in the Province of Quebec, must have Level II language capability at the time of promotion or transfer.

- a) The Company will continue to encourage all public contact employees to acquire a second language capability on their own time, in accordance with the Company policy.



- b) Where language capability of public contact employees at any location does not meet requirements, a language training program may be implemented to assist such employees by providing language training at Company expense, in accordance with Company policy. The details of such a training program will be discussed with the Union prior to implementation.
- c) Airport & Cargo Operations Branch Promotional Bulletin, Vacancy Notice and Transfer Procedures, will be in accordance with the understandings covered in .01 and .02 above.

6.04.03.03 A copy of all complaints received from the Office of the Commissioner of Official Languages will be provided to the appropriate District Lodge 140 Regional General Chairperson, who will investigate the situation and provide a written submission with recommendations to correct the problem to assist the Company in completing its official response.

#### **6.04.04 Seniority**

The establishment of seniority will be limited to the classification(s) in which an employee has been permanently assigned by means of a bulletin or permanent hiring. Seniority privileges will be limited to those classifications in which an employee holds seniority.

### **ARTICLE 7 - RATES OF PAY - AIRPORT & CARGO OPERATIONS**

- 7.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty (40) hours; if the scheduled working hours are reduced below forty (40) hours, the rate of pay shall be correspondingly reduced.
- 7.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.

7.03 For employees hired into the classifications of Station Attendant and Cabin Servicing & Cleaning Attendant, scheduled advancement in pay will be automatic upon the first day of the pay period, following completion of one (1) year's service in the classification for all levels of the salary scale.

Scheduled advancement in pay, for employees hired into the classification of Cargo Communications Operator, will be automatic upon the first day of the pay period, following completion of one (1) year's service in the classification for the first (1st) and second (2nd) levels of the salary scale. Advancement in pay, commencing at the third (3rd) level of the salary scale, will be automatic upon the first day of the pay period following completion of twenty-six (26) weeks service in the classification and for each level thereafter, until having reached the maximum of their respective salary scale.

**NOTE:** Employees with a Company Service Date prior to November 9, 1985, transferring into the classification of Station Attendant will commence at the sixth (6th) level of the salary scale. Employees transferring into the classification of Cabin Servicing & Cleaning Attendant will commence at the fifth (5th) level of the salary scale. Employees transferring into the classification of Cargo Communications Operator, will commence at the third (3rd) level of the salary scale.

7.03.01 Scheduled advancement in pay within the salary scales established for the classification of Customer Service Agent and Lead Station Attendant, subject to other provisions of this Agreement shall be automatic upon the first day of the pay period following completion of service of each period of twenty-six (26) weeks.

7.03.02 Scheduled advancement in pay within the salary scales established for the classifications of Customer Service Agent - Weight & Balance, Customer Service Agent - Airports, and Cargo Rating Unit Specialist, shall be automatic upon the first day of the pay period following the completion of the requirements specified below:

a) Twenty-six (26) weeks must have elapsed since the date of his last reclassification.

b) During the twenty-six (26) week period, the employee must have actually worked in the classification a minimum of 952 hours on a 5/2 type work schedule or 880 hours on a 6/3 type work schedule (or their equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time actually worked in the classification.

7.03.03 Employees working in a higher classification other than their own, will continue to accrue salary progression in the lower classification(s) in which they hold seniority in, subject to the provisions of Article 7.03.02.

7.03.04 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement, shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression with the exception of the classifications of Customer Service Agent - Weight & Balance, and Cargo Rating Unit Specialist.

**NOTE:** Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions for their classification.

7.03.05 Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.

7.03.06 Lead Station Attendants reclassified to Customer Service Agent will retain their Lead Station Attendant rate of pay for the first twenty-six (26) week period in the new classification, following which they will receive the next higher rate of pay in the Customer Service Agent salary scale.

7.04 Eligibility for Shift Premiums will be as follows:

**Afternoon Shift** - All hours worked on scheduled shifts commencing between 12:00 noon and 7:59 p.m. (inclusive).

**Midnight Shift** - All hours worked on scheduled shifts commencing between 8:00 p.m. and 6:59 a.m. (inclusive).

**Irregular Shift** - (in lieu of all other shift premiums) - All hours worked on scheduled shifts commencing from 2:00 a.m. to 5:59 a.m. (inclusive) or terminating from 2:00 to 6:00 a.m. (inclusive).

**NOTE:** Employees on a non-standard schedule (40/7 formula), shall be paid Shift Premium for hours actually worked, based on the starting time (as specified above), of each individual period of duty.

7.05 Shift Premiums will be paid as follows:

|                 |        |
|-----------------|--------|
| Afternoon Shift | \$0.44 |
| Midnight Shift  | \$0.53 |
| Irregular Shift | \$0.59 |

In addition, a Shift Premium equivalent to that applicable to the employee's preceding regular shift, shall be paid for all overtime hours worked.

7.06 Employees covered by this Agreement will receive longevity pay as follows:

After completion of ten (10) years of service : 10 cents (\$0.10) per hour  
After completion of fifteen (15) years of service: 15 cents (\$0.15) per hour  
After completion of twenty (20) years of service : 20 cents (\$0.20) per hour

For employees in classifications covered by this Agreement, longevity pay will become effective with the beginning of the pay period following ten (10), fifteen (15) or twenty (20) years of service based on the employee's Company Service Date or, if applicable, a Revised Company Service Date.

Effective April 15, 1997, employees who transfer from another Collective Agreement between Air Canada and the IAMAW, District Lodge 140, into a classification covered by this Agreement, service under such previous Collective Agreements will be included for the purpose of entitlement to longevity pay as identified above.

Effective April 15, 1997, employees who transfer from other Collective Agreements or non-unionized positions within the Company, eligibility for longevity pay, as identified above, will be based on service in classifications covered by this Agreement excluding any periods of time in classifications covered by this Collective Agreement that results in a Revised Company Service Date.

- 7.07 The following are the rates of pay for all classifications in the Airport & Cargo Operations Branch covered by this Agreement.

|                                                | PERIOD ONE<br>JUNE 13/99 TO JUNE 10/2000 |                                   |  | PERIOD TWO<br>JUNE 11/2000 TO JUNE 9/2001 |            | PERIOD THREE<br>JUNE |                |                   |
|------------------------------------------------|------------------------------------------|-----------------------------------|--|-------------------------------------------|------------|----------------------|----------------|-------------------|
| <u>10/2001 TO JUNE 22/2002</u>                 | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.       | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |  | MONTHLY<br>MONTHLY<br>RATE                | EQUIV.     | WEEKLY<br>EQUIV.     | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| <b>AIRPORT &amp; CARGO OPERATIONS</b>          |                                          |                                   |  |                                           |            |                      |                |                   |
| Cargo Rating Unit Specialist 3                 | \$1,027.77<br>\$4,787.15                 | \$25.69 \$4,468.96                |  | \$1,068.88 \$26.72                        | \$4,647.71 | \$1,100.95           |                | \$27.52           |
| Cargo Rating Unit Specialist 2                 | \$ 998.33<br>\$4,650.01                  | \$24.96 \$4,340.94                |  | \$1,038.26 \$25.96                        | \$4,514.57 | \$1,069.41           |                | \$26.74           |
| Cargo Rating Unit Specialist 1                 | \$ 924.49<br>\$4,306.10                  | \$23.11 \$4,019.88                |  | \$ 961.47 \$24.04                         | \$4,180.68 | \$ 990.32            |                | \$24.76           |
| Lead Customer Service Agent - Airports         | \$1,019.04<br>\$4,746.46                 | \$25.48 \$4,430.97                |  | \$1,059.80 \$26.49                        | \$4,608.21 | \$1,091.59           |                | \$27.29           |
| Customer Service Agent - Airports 2            | \$ 956.77<br>\$4,456.44                  | \$23.92 \$4,160.23                |  | \$ 995.04 \$24.88                         | \$4,326.64 | \$1,024.89           |                | \$25.62           |
| Customer Service Agent - Airports 1            | \$ 919.60<br>\$4,283.31                  | \$22.99 \$3,998.61                |  | \$ 956.38 \$23.91                         | \$4,158.55 | \$ 985.08            |                | \$24.63           |
| Lead Customer Service Agent - Weight & Balance | \$1,019.04<br>\$4,746.46                 | \$25.48 \$4,430.97                |  | \$1,059.80 \$26.49                        | \$4,608.21 | \$1,091.59           |                | \$27.29           |
| Customer Service Agent - Weight & Balance 2    | \$ 956.77<br>\$4,456.44                  | \$23.92 \$4,160.23                |  | \$ 995.04 \$24.88                         | \$4,326.64 | \$1,024.89           |                | \$25.62           |
| Customer Service Agent - Weight & Balance 1    | \$ 919.61<br>\$4,283.36                  | \$22.99 \$3,998.65                |  | \$ 956.40 \$23.91                         | \$4,158.60 | \$ 985.09            |                | \$24.63           |
| Lead Customer Service Agent - Cargo            | \$ 994.42<br>\$4,631.82                  | \$24.86 \$4,323.95                |  | \$1,034.20 \$25.86                        | \$4,496.91 | \$1,065.23           |                | \$26.63           |

|                                           |            |         |            |            |         |            |            |         |
|-------------------------------------------|------------|---------|------------|------------|---------|------------|------------|---------|
| Lead Customer Service Agent - Baggage     | \$ 994.42  | \$24.86 | \$4,323.95 | \$1,034.20 | \$25.86 | \$4,496.91 | \$1,065.23 | \$26.63 |
|                                           | \$4,631.82 |         |            |            |         |            |            |         |
| Lead Customer Service Agent               | \$ 994.42  | \$24.86 | \$4,323.95 | \$1,034.20 | \$25.86 | \$4,496.91 | \$1,065.23 | \$26.63 |
|                                           | \$4,631.82 |         |            |            |         |            |            |         |
| Customer Service Agent 2                  | \$ 933.33  | \$23.33 | \$4,058.33 | \$ 970.67  | \$24.27 | \$4,220.66 | \$ 999.79  | \$24.99 |
|                                           | \$4,347.28 |         |            |            |         |            |            |         |
| Customer Service Agent 1                  | \$ 873.75  | \$21.84 | \$3,799.23 | \$ 908.70  | \$22.72 | \$3,951.20 | \$ 935.96  | \$23.40 |
|                                           | \$4,069.73 |         |            |            |         |            |            |         |
| Lead Station Attendant 2                  | \$ 917.05  | \$22.93 | \$3,987.51 | \$ 953.73  | \$23.84 | \$4,147.01 | \$ 982.34  | \$24.56 |
|                                           | \$4,271.42 |         |            |            |         |            |            |         |
| Lead Station Attendant 1                  | \$ 893.68  | \$22.34 | \$3,885.88 | \$ 929.42  | \$23.24 | \$4,041.32 | \$ 957.31  | \$23.93 |
|                                           | \$4,162.56 |         |            |            |         |            |            |         |
| Station Attendant 9                       | \$ 833.34  | \$20.83 | \$3,623.54 | \$ 866.68  | \$21.67 | \$3,768.48 | \$ 892.68  | \$22.32 |
|                                           | \$3,881.54 |         |            |            |         |            |            |         |
| Station Attendant 8                       | \$ 759.78  | \$18.99 | \$3,303.68 | \$ 790.17  | \$19.75 | \$3,435.82 | \$ 813.88  | \$20.35 |
|                                           | \$3,538.90 |         |            |            |         |            |            |         |
| Station Attendant 7                       | \$ 686.70  | \$17.17 | \$2,985.91 | \$ 714.17  | \$17.85 | \$3,105.35 | \$ 735.59  | \$18.39 |
|                                           | \$3,198.51 |         |            |            |         |            |            |         |
| Station Attendant 6                       | \$ 613.20  | \$15.33 | \$2,666.32 | \$ 637.73  | \$15.94 | \$2,772.97 | \$ 656.86  | \$16.42 |
|                                           | \$2,856.16 |         |            |            |         |            |            |         |
| Station Attendant 5                       | \$ 539.74  | \$13.49 | \$2,346.91 | \$ 561.33  | \$14.03 | \$2,440.78 | \$ 578.17  | \$14.45 |
|                                           | \$2,514.01 |         |            |            |         |            |            |         |
| Station Attendant 4                       | \$ 494.34  | \$12.36 | \$2,149.49 | \$ 514.11  | \$12.85 | \$2,235.47 | \$ 529.54  | \$13.24 |
|                                           | \$2,302.53 |         |            |            |         |            |            |         |
| Station Attendant 3                       | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77  | \$11.64 | \$2,025.26 | \$ 479.74  | \$11.99 |
|                                           | \$2,086.02 |         |            |            |         |            |            |         |
| Station Attendant 2                       | \$ 380.00  | \$ 9.50 | \$1,652.32 | \$ 395.20  | \$ 9.88 | \$1,718.41 | \$ 407.06  | \$10.18 |
|                                           | \$1,769.96 |         |            |            |         |            |            |         |
| Station Attendant 1                       | \$ 320.00  | \$ 8.00 | \$1,391.42 | \$ 332.80  | \$ 8.32 | \$1,447.08 | \$ 342.78  | \$ 8.57 |
|                                           | \$1,490.49 |         |            |            |         |            |            |         |
| Lead Cabin Servicing & Cleaning Attendant | \$ 759.56  | \$18.99 | \$3,302.72 | \$ 789.94  | \$19.75 | \$3,434.83 | \$ 813.64  | \$20.34 |
|                                           | \$3,537.87 |         |            |            |         |            |            |         |

|                                        | PERIOD ONE<br>JUNE 13/99 TO JUNE 10/2000 |                                   |  | PERIOD TWO<br>JUNE 11/2000 TO JUNE 9/2001 |            | PERIOD THREE<br>JUNE |                |                   |
|----------------------------------------|------------------------------------------|-----------------------------------|--|-------------------------------------------|------------|----------------------|----------------|-------------------|
| <u>10/2001 TO JUNE 22/2002</u>         | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.       | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |  | MONTHLY<br>MONTHLY<br>RATE                | EQUIV.     | WEEKLY<br>EQUIV.     | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| AIRPORT & CARGO OPERATIONS             |                                          |                                   |  |                                           |            |                      |                |                   |
| Cabin Servicing & Cleaning Attendant 6 | \$ 732.36<br>\$3,411.20                  | \$18.31 \$3,184.47                |  | \$ 761.66 \$19.04                         | \$3,311.85 | \$ 784.51            | \$19.61        |                   |
| Cabin Servicing & Cleaning Attendant 5 | \$ 671.28<br>\$3,126.66                  | \$16.78 \$2,918.84                |  | \$ 698.13 \$17.45                         | \$3,035.59 | \$ 719.07            | \$17.98        |                   |
| Cabin Servicing & Cleaning Attendant 4 | \$ 559.57<br>\$2,606.34                  | \$13.99 \$2,433.10                |  | \$ 581.95 \$14.55                         | \$2,530.43 | \$ 599.41            | \$14.99        |                   |
| Cabin Servicing & Cleaning Attendant 3 | \$ 447.86<br>\$2,086.02                  | \$11.20 \$1,947.37                |  | \$ 465.77 \$11.64                         | \$2,025.26 | \$ 479.74            | \$11.99        |                   |
| Cabin Servicing & Cleaning Attendant 2 | \$ 380.00<br>\$1,769.96                  | \$ 9.50 \$1,652.32                |  | \$ 395.20 \$ 9.88                         | \$1,718.41 | \$ 407.06            | \$10.18        |                   |
| Cabin Servicing & Cleaning Attendant 1 | \$ 320.00<br>\$1,490.49                  | \$ 8.00 \$1,391.42                |  | \$ 332.80 \$ 8.32                         | \$1,447.08 | \$ 342.78            | \$ 8.57        |                   |
| Cargo Communications Operator 7        | \$ 713.90<br>\$3,325.17                  | \$17.85 \$3,104.16                |  | \$ 742.45 \$18.56                         | \$3,228.32 | \$ 764.72            | \$19.12        |                   |
| Cargo Communications Operator 6        | \$ 658.98<br>\$3,069.39                  | \$16.47 \$2,865.38                |  | \$ 685.34 \$17.13                         | \$2,979.99 | \$ 705.90            | \$17.65        |                   |
| Cargo Communications Operator 5        | \$ 625.09<br>\$2,911.52                  | \$15.63 \$2,718.00                |  | \$ 650.09 \$16.25                         | \$2,826.72 | \$ 669.59            | \$16.74        |                   |
| Cargo Communications Operator 4        | \$ 581.52<br>\$2,708.61                  | \$14.54 \$2,528.57                |  | \$ 604.78 \$15.12                         | \$2,629.71 | \$ 662.93            | \$15.57        |                   |
| Cargo Communications Operator 3        | \$ 533.05<br>\$2,482.85                  | \$13.33 \$2,317.82                |  | \$ 554.38 \$13.86                         | \$2,410.54 | \$ 571.01            | \$14.28        |                   |
| Cargo Communications Operator 2        | \$ 490.49                                | \$12.26 \$2,132.73                |  | \$ 510.11 \$12.75                         | \$2,218.04 | \$ 525.41            | \$13.14        |                   |

|                                 |            |         |            |           |         |            |           |         |  |
|---------------------------------|------------|---------|------------|-----------|---------|------------|-----------|---------|--|
| Cargo Communications Operator 1 | \$2,284.58 |         |            |           |         |            |           |         |  |
|                                 | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |  |
|                                 | \$2,086.02 |         |            |           |         |            |           |         |  |



## **ARTICLE 8 - SCOPE OF AGREEMENT - PURCHASING & SUPPLY**

### **8.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Purchasing & Supply Branch is divided are as follows:

**EASTERN** - that part of Canada lying east of Winnipeg.

**WESTERN** - that part of Canada lying west of and including Winnipeg.

### **8.02 CATEGORIES**

All personnel of the Purchasing & Supply Branch, within the following work categories and in classifications as enumerated in Article 8.03, are covered by this Agreement.

Nothing in this Agreement shall prevent the Company from requiring employees to work in another category temporarily, provided that the employee in question is competent to perform the temporary duties required and further, provided that the Union is given advice of such action. The intent and application of this paragraph will be in accordance with Memorandum No. 2, re Working Temporarily in Another Category.

#### **8.02.01 Stock Handling**

Comprising those employees engaged in the handling of stock and stock records.

#### **8.02.02 Chauffeuring**

Comprising those employees engaged to operate Company automotive vehicles.

### **8.03 CLASSIFICATIONS**

The following are the employee classifications of the Purchasing & Supply Branch, within the categories enumerated in Article 8.02, covered by this Agreement.

The Company will not replace a classification within the Agreement by a management classification.

#### **8.03.01 Senior Lead Stockkeeper**

Must have served at least one (1) year with the Company as a Lead Stockkeeper or have had equivalent experience in other employment, must possess sufficient practical knowledge of the materials stocked by the Company and of the applicable receiving, warehousing, issuing and shipping procedures and have the ability, as a working member of a group, to take complete charge of a shift in the absence of management supervision or as otherwise required and will be responsible for the quality and quantity of work assigned by him and training in applicable procedures.

#### **8.03.02 Lead Stockkeeper**

Must have served at least one (1) year with the Company as a Stockkeeper or have had equivalent experience in other employment and must possess sufficient practical knowledge of the material stocked by the Company and of the applicable receiving, warehousing, issuing and shipping procedures and have the ability to enable him, as a working member of a group, to satisfactorily direct the work of Stockkeepers assigned to him and will be responsible for the quality and quantity of work assigned by him and training in applicable procedures.

#### **8.03.03 Stockkeeper**

Is employed by the Company to perform the receiving, shipping, warehousing and issuing functions, including the operation of motorized equipment and local delivery motor vehicles and other associated duties as required.

#### **8.03.04 Unassigned**

#### **8.03.05 Unassigned**

#### **8.03.06 Unassigned**

#### **8.03.07 Lead Chauffeur**

Is employed by the Company to direct the work of other Chauffeurs, in addition to performing Chauffeur duties.

#### **8.03.08 Chauffeur**

Is employed by the Company, where the operation of Company vehicles requires practically full-time services of a Chauffeur, to operate and provide routine servicing to Company motor vehicles and to ensure proper receipt, safekeeping and delivery of material being transported in the Company vehicles.

#### 8.04 GENERAL

8.04.01 Promotion to a higher classification in the Stock Handling and Chauffeuring categories, shall be contingent upon a vacancy in the higher classifications.

8.04.02 The number of Lead Stockkeepers will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Stockkeeper to Lead Stockkeeper at any one point will not exceed twelve (12) to one (1).

Notwithstanding the terms of the ratio as outlined above, it is further agreed that the number of Stockkeepers assigned to any one Lead Stockkeeper shall not exceed sixteen (16).

#### ARTICLE 9 - RATES OF PAY - PURCHASING & SUPPLY

9.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty (40) hours; if the scheduled working hours are reduced below forty (40) hours, the rate of pay shall be correspondingly reduced.

9.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.

9.03 For employees hired into the classifications of Stockkeeper and Chauffeur, scheduled advancement in pay will be automatic upon the first day of the pay period following completion of one (1) year's service in the classification for the first (1st) and second (2nd) levels of the salary scale. Advancement in pay commencing at the third (3rd) level of the salary scale will be automatic upon the first day of the pay period following completion of twenty-six (26) weeks' service in the classification, until having reached the maximum of their respective salary scale.

**NOTE:** Employees with a Company Service Date prior to November 9, 1985, transferring into the above-mentioned classifications, will commence at the third (3rd) level of the salary scale.

9.03.01 Employees working in a higher classification other than their own, will continue to accrue salary progression in the lower classification(s) in which they hold seniority in.

9.03.02 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement, shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression subject to the provisions for their classification.

**NOTE:** Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions for their classification.

**9.03.03** Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.

**9.04** Eligibility for Shift Premiums will be as follows:

**Afternoon Shift** - All hours worked on scheduled shifts commencing between 12:00 noon and 7:59 p.m. (inclusive).

**Midnight Shift** - All hours worked on scheduled shifts commencing between 8:00 p.m. and 6:59 a.m. (inclusive).

**Irregular Shift** - (in lieu of all other shift premiums) - All hours worked on scheduled shifts commencing from 2:00 a.m. to 5:59 a.m. (inclusive) or terminating from 2:00 a.m. to 6:00 a.m. (inclusive).

**NOTE:** Employees on a non-standard schedule (40/7 formula) shall be paid shift premium for hours actually worked, based on the starting time (as specified above) of each individual period of duty.

**9.05** Shift Premiums will be paid as follows:

|                 |        |
|-----------------|--------|
| Afternoon Shift | \$0.44 |
| Midnight Shift  | \$0.53 |
| Irregular Shift | \$0.59 |

In addition, a Shift Premium equivalent to that applicable to the employee's preceding regular shift shall be paid for all overtime hours worked.

**9.06** Employees covered by this Agreement will receive longevity pay as follows:

After completion of ten (10) years of service : 10 cents (\$0.10) per hour  
After completion of fifteen (15) years of service: 15 cents (\$0.15) per hour  
After completion of twenty (20) years of service : 20 cents (\$0.20) per hour

For employees in classifications covered by this Agreement, longevity pay will become effective with the beginning of the pay period following ten (10), fifteen (15) or twenty (20) years of service based on the employee's Company Service Date or, if applicable, a Revised Company Service Date.

Effective April 15, 1997, employees who transfer from another Collective Agreement between Air Canada and the IAMAW, District Lodge 140, into a classification covered by this Agreement, service under such previous Collective Agreements will be included for the purpose of entitlement to longevity pay as identified above.

Effective April 15, 1997, employees who transfer from other Collective Agreements or non-unionized positions within the Company, eligibility for longevity pay, as identified above, will be based on service in classifications covered by this Agreement excluding any periods of time in classifications covered by this Collective Agreement that results in a Revised Company Service Date.

- 9.07 The following are the rates of pay for all classifications in the Purchasing & Supply Branch covered by this Agreement.

| <u>10/2001 TO JUNE 22/2002</u> | PERIOD ONE<br><u>JUNE 13/99 TO JUNE 10/2000</u> |                                   |            | PERIOD TWO<br><u>JUNE 11/2000 TO JUNE 9/2001</u> |         | PERIOD THREE<br><u>JUNE</u> |                |                   |
|--------------------------------|-------------------------------------------------|-----------------------------------|------------|--------------------------------------------------|---------|-----------------------------|----------------|-------------------|
|                                | WEEKLY<br>WEEKLY<br>RATE<br>EQUIV.              | HOURLY<br>HOURLY<br>EQUIV. EQUIV. |            | MONTHLY<br>MONTHLY<br>RATE                       | EQUIV.  | WEEKLY<br>EQUIV.            | HOURLY<br>RATE | MONTHLY<br>EQUIV. |
| PURCHASING & SUPPLY            |                                                 |                                   |            |                                                  |         |                             |                |                   |
| Senior Lead Stockkeeper        | \$ 991.65<br>\$4,618.91                         | \$24.79                           | \$4,311.90 | \$1,031.32                                       | \$25.78 | \$4,484.38                  | \$1,062.26     | \$26.56           |
| Lead Stockkeeper               | \$ 935.26<br>\$4,356.23                         | \$23.38                           | \$4,066.68 | \$ 972.67                                        | \$24.32 | \$4,229.35                  | \$1,001.85     | \$25.05           |
| Stockkeeper 8                  | \$ 874.86<br>\$4,074.92                         | \$21.87                           | \$3,804.07 | \$ 909.85                                        | \$22.75 | \$3,956.23                  | \$ 937.15      | \$23.43           |
| Stockkeeper 7                  | \$ 833.34<br>\$3,881.54                         | \$20.83                           | \$3,623.54 | \$ 866.68                                        | \$21.67 | \$3,768.48                  | \$ 892.68      | \$22.32           |
| Stockkeeper 6                  | \$ 748.04<br>\$3,484.22                         | \$18.70                           | \$3,252.63 | \$ 777.96                                        | \$19.45 | \$3,382.74                  | \$ 801.30      | \$20.03           |
| Stockkeeper 5                  | \$ 707.40<br>\$3,294.90                         | \$17.68                           | \$3,075.90 | \$ 735.69                                        | \$18.39 | \$3,198.93                  | \$ 757.76      | \$18.94           |
| Stockkeeper 4                  | \$ 667.19<br>\$3,107.64                         | \$16.68                           | \$2,901.08 | \$ 693.88                                        | \$17.35 | \$3,017.12                  | \$ 714.69      | \$17.87           |
| Stockkeeper 3                  | \$ 631.59<br>\$2,941.79                         | \$15.79                           | \$2,746.26 | \$ 656.85                                        | \$16.42 | \$2,856.11                  | \$ 676.55      | \$16.91           |
| Stockkeeper 2                  | \$ 539.74<br>\$2,514.01                         | \$13.49                           | \$2,346.91 | \$ 561.33                                        | \$14.03 | \$2,440.78                  | \$ 578.17      | \$14.45           |
| Stockkeeper 1                  | \$ 447.86<br>\$2,086.02                         | \$11.20                           | \$1,947.37 | \$ 465.77                                        | \$11.64 | \$2,025.26                  | \$ 479.74      | \$11.99           |
| Lead Chauffeur                 | \$ 843.09<br>\$3,926.92                         | \$21.08                           | \$3,665.91 | \$ 876.81                                        | \$21.92 | \$3,812.55                  | \$ 903.11      | \$22.58           |
| Chauffeur 3                    | \$ 786.85                                       | \$19.67                           | \$3,421.38 | \$ 818.32                                        | \$20.46 | \$3,558.23                  | \$ 842.87      | \$21.07           |

|             |            |         |            |           |         |            |           |         |
|-------------|------------|---------|------------|-----------|---------|------------|-----------|---------|
|             | \$3,664.98 |         |            |           |         |            |           |         |
| Chauffeur 2 | \$ 617.38  | \$15.43 | \$2,684.49 | \$ 642.07 | \$16.05 | \$2,791.87 | \$ 661.34 | \$16.53 |
|             | \$2,875.62 |         |            |           |         |            |           |         |
| Chauffeur 1 | \$ 447.86  | \$11.20 | \$1,947.37 | \$ 465.77 | \$11.64 | \$2,025.26 | \$ 479.74 | \$11.99 |
|             | \$2,086.02 |         |            |           |         |            |           |         |

**ARTICLE 10 - HOURS OF WORK, WORK SCHEDULES, MEAL PERIOD, OVERTIME, TIME BANK, SICK LEAVE, FIELD AND EMERGENCY WORK AND RELIEF DUTIES**

**10.01 HOURS OF WORK**

- 10.01.01 The standard working week shall be forty (40) hours and the standard working day shall be eight (8) consecutive hours, inclusive of meal periods. Only time worked in excess of the standard day, except in the case of rotation of shifts, shall be credited as overtime, subject to the provisions of Article 12.

**NOTE:** For the purpose of overtime calculations, the working day shall be the twenty-four (24) hour period following the start of a regularly scheduled shift. Days off, Statutory and other authorized holidays shall be calculated on a similar basis using the starting time of the preceding regularly scheduled shift. It will be noted that the last day of a group of consecutive days off shall terminate at the start of the next regularly scheduled shift.

- 10.01.02 Where the standard working week and/or the standard working day are impractical due to the requirements of the service, work schedules and periods of rotation between shifts, mutually satisfactory to the Company and the Union, shall be established prior to posting. Where it is agreed that such work schedules are not the equivalent of a standard work week, time worked on scheduled work days in excess of that arrived at by multiplying the total number of calendar days in the work schedule by 40/7 shall be credited as overtime, subject to the provisions of Article 12. In addition, time worked on scheduled days off shall be credited as overtime.

**NOTE 1: Compressed Work Week**

See Memorandum No. 4 re Compressed Work Week

**NOTE 2: 6/3 Type Work Schedule**

See Memorandum No. 5 re 6/3 Type Work Schedule

**10.01.03 WORK SCHEDULES**

- 10.01.03.01 At all points, the working hours shall be posted and the beginning and quitting time for all shifts, whether permanent or temporary, shall not be changed without three (3) calendar days' notice and unless mutually satisfactory to the Company and the Union, except where the requirements of the service dictate otherwise.



- 10.01.03.01.01 It is recognized that there are basic requirements of work to be performed and certain limits in the time during which this work must be accomplished. With a recognition of these needs, the best possible work schedule can be achieved through a wide degree of discussion and mutual consideration of all the factors involved. Furthermore, it is not possible to establish a standard formula for work schedules which would be applicable to all branches, stations and bases.
- 10.01.03.01.02 In dealing with the question of work schedules, it is the responsibility of the Company to establish the manpower needs at various periods. It is then incumbent on both parties to jointly review all aspects of the situation to arrive at a work schedule to meet the required distribution of staff. It is most important that both parties recognize not only a continuing obligation to work out the most acceptable arrangement to cover the work requirements, but also the joint obligation to refer the matter to a higher level, where necessary, in order to assure that every effort is made to arrive at a mutually satisfactory solution. It is recognized that the maximum notice of any change in a work schedule is most desirable and every effort will be made to arrive at a schedule in time to permit the Union to process any appeal which they consider necessary.
- 10.01.03.01.03 In cases where there is a requirement of the service and insufficient time to settle the question, the employees will work the schedule pending finalization of the case. In all other cases, the employees will not be required to work the schedule until the issue has been mutually agreed to or processed to the Third Level of the Grievance Procedure and a decision rendered. In the event that the Union is not satisfied with the final decision concerning work schedules, such decision may be processed to the extent provided within the Agreement.
- 10.01.03.01.04 Work schedule changes will be posted at least three (3) days prior to implementation, unless the requirements of the service dictate otherwise. Although the changing of an employee from one established work schedule to another is not covered by this paragraph, it is agreed however, to continue the past practice of giving at least three (3) days notice, subject only to maintaining reasonable manpower distribution.
- 10.01.03.02 It is not possible to establish standard criteria covering the application of the "principle of seniority" (employees indicating their shift starting times) in conjunction with major changes in Flight Schedules. However, in the interest of efficiency and economy of operations and with a view to reducing associated unproductive costs without seriously affecting employees' working conditions and seniority privileges, it is agreed that local understandings with respect to the bidding process adhere to the following criteria:
- a) The employees be afforded an opportunity to indicate their shift preference by shift starting times up to twice a year.

- b) An employee's ability to fill subsequent vacancies resulting from necessary adjustments in work schedules and/or manpower levels be limited to vacancies where the anticipated duration is sixty (60) calendar days or more and that consequential transfers resulting from backfilling such vacancies be limited to two (2).
- c) Vacancies resulting from limiting consequential moves referenced in (b) above and/or vacancies of less than sixty (60) calendar days to be filled by reassignment of an employee(s) and/or new hiring(s).

With the exception of the foregoing, other administrative procedures may be established locally to meet any variance in conditions which may exist between locations (e.g., functional requirements, manpower distribution, size of station, etc.).

**NOTE:** This Article does not apply to the Technical Operations; Dorval Base Cafeteria and Purchasing & Supply Branches.

In the case of the Dorval Base Cafeteria, subject to maintaining adequate manpower and skill distribution on each shift and/or location, employees shall indicate their shift preference and will be assigned to a shift of their choice in accordance with their seniority.

#### 10.01.04 **MEAL PERIOD**

- 10.01.04.01 The length of the meal period shall be one-half ( $\frac{1}{2}$ ) hour and shall occur within one & one-half ( $1\frac{1}{2}$ ) hours on either side of the midpoint of the shift, unless otherwise mutually arranged locally. It is recognized that occasionally, unusual circumstances may cause the lunch period to fall outside these limits.

**NOTE:** Notwithstanding the foregoing, employees in classifications in the Dorval Base Cafeteria shall take their meal period at a time convenient to the requirements of the service. When normal meal times fall during such employee's working hours, he shall be provided with a meal selected from the regular bill of fare in the Cafeteria for that day.

The lunch period may be extended to one (1) hour by the Company to provide eight and one-half ( $8\frac{1}{2}$ ) hours coverage per shift, in which case the employee will be paid for the extra one-half ( $\frac{1}{2}$ ) hour as scheduled overtime.

The Company may extend the lunch period by five (5) minutes to provide a five (5) minute overlap between shifts, in which case no time credit will be allowed for this extension and it will not be considered as time worked.

The lunch period may be extended to one (1) hour, where possible, if requested by the employees, in which case no time credit will be allowed for this extension and it will not be considered as time worked.

- 10.01.04.02 An overtime meal allowance will be credited where it is anticipated that an

employee will work for a continuous period, the duration of which exceeds a complete shift by more than two (2) hours.

**NOTE:** In the case of classifications within the Dorval Base Cafeteria, the employees will be provided with a meal and not an overtime meal allowance.

This provision will apply even though a scheduled shift does not form part of the continuous period (for example, on a day off) and will apply irrespective of the length of notice that such extra work is required.

It should be noted that, if an employee is required to report for duty on an emergency overtime call, an overtime meal allowance will not be credited unless the time limits established above are met.

A second overtime meal allowance will be credited only when an employee is requested to work overtime following a scheduled midnight shift and the overtime worked extends beyond the termination of the scheduled meal period of the day shift.

When the above criteria has been met, the employee will be allowed one-half ( $\frac{1}{2}$ ) hour as a meal period, which will be credited as time worked.

The value of the overtime meal allowance credit will be Eight Dollars (\$8.00).

#### 10.01.05 **OFF DUTY PERIOD**

10.01.05.01 Employees who have worked sixteen (16) consecutive hours (including time spent travelling and/or waiting, paid for under Article 10.04.03 of this Agreement) or more in any one day, will be entitled to eight (8) consecutive hours off duty prior to reporting for work without any loss in straight time earnings.

When an employee is absent for part of his regular shift without loss of straight time earnings and is required to work overtime beyond the regular hours of his scheduled shift, overtime rates will apply to all hours worked beyond the regular hours of the shift.

**NOTE:** If the sixteen (16) hours extend into the next day because of shift overlap, such extension will be considered as having been worked on the previous day. In the event it is necessary to reduce the "off duty" period in order to have an employee start his next regular shift, he shall be paid at double time to the extent of such reduction, commencing with the start of his regular shift.

## 10.01.06 WORK SCHEDULE CHANGE

10.01.06.01 When an employee is changed from one work schedule to another and is scheduled to work one or more of what would have been his days off (as provided for by his former work schedule), he will be given special compensation for such days as follows:

- a) First day worked - straight time, i.e., eight (8) hours straight time in addition to his regular day's pay.
- b) Second and subsequent consecutive days worked - time and one-half or,
- c) Granted the aforementioned, previously scheduled day(s) off.

d) Have previously scheduled days off advanced.

If overtime is involved on such days, time recording will be in accordance with that which applies on a scheduled work day.

10.01.06.02 a) In situations involving employee requested changes (e.g., employee requested transfer, bids between major shift schedule changes, or other) days off to days worked will be balanced at the time of the change. If balancing is not done, a) and b) in 10.01.06.01 above will apply. The application of the foregoing will be subject to existing or future mutually agreed to local applications with respect to major shift schedule changes in the Airports & Cargo Operations Branch.

b) Special compensation will only be applied at the time of the initial change in work schedule. Special compensation will apply at the end of the work assignment if days worked/days off are not balanced.

c) The scheduling of employees assigned to relief duties will be as follows:

- Normally the "relief" period will be for the duration of a flight schedule (i.e., April-October/November-March).

- When employees move from one agreed to relief schedule to another agreed to relief schedule within the identified period, this will not result in special compensation provided days on/days off are balanced.

- For the purpose of calculating days off only the appropriate balance of days worked to days off is considered, not the sequencing of the days off in the work schedule.

- The Committee of General Chairpersons and Labour Relations will review and mitigate any disputes over agreed to relief schedules at any location.

#### 10.01.07 **SHORT SHIFT CHANGE**

10.01.07.01 Although situations which result from the rotation of shifts are excluded from overtime provisions, under circumstances where changing an employee from one established work schedule to another results in a short shift change:

- a) Such changes should be kept to a minimum and only be implemented where it is essential to maintain reasonable manpower distribution, subject to Article 10.01.03.01.04 [i.e., three (3) days notice].
- b) Under circumstances where an individual exceeds twelve (12) hours during the twenty-four (24) hour period, commencing with the start of the preceding regular shift, double time will be applicable to the remainder of the second shift.
- c) Should an individual subsequently exceed the previous number of scheduled shifts in his working week, b) above will be disregarded and the second shift will be considered as overtime and normal premium rates will apply.

#### 10.02 **OVERTIME**

10.02.01 Subject to the following conditions, all overtime shall be credited on a time and one-half basis:

- a) An employee who is required to report for work on one of his regularly scheduled days off, shall be credited, on a double time basis, for those hours worked in excess of six (6) hours.
- b) An employee who is required to report for work on any two (2) or more days of a group of regularly scheduled consecutive days off, shall be credited, at double time, for all hours worked on the second and subsequent of such days.
- c) An employee who is required to report for work on a Statutory Holiday, will be credited, on a double time basis, for all hours worked in excess of the regularly scheduled hours for the shift.
- d) An employee who is required to work more than ten (10) hours in a working day, shall be credited, on a double time basis, for all hours worked in excess of ten (10).
- e) Overtime credits shall not be pyramided and the maximum overtime credit, under any circumstance, shall be double time.

- 10.02.02 Only at those stations where the work schedule requires the application of the 40/7 formula for time recording, the Company may release employees from duty, consistent with manpower requirements.
- 10.02.03 At the end of each pay period, employees with overtime credits will qualify for payment of such credits on a straight time basis.
- 10.02.04 At the end of each pay period, employees owing the Company time, will have such time deducted from their pay on a straight time basis.
- 10.02.05 When an employee in the Dorval Base Cafeteria has been relieved for the day and is recalled to work, he will be paid not less than four (4) hours at the applicable overtime rate.

**NOTE:** A period of duty will be subject to the minimum recall guarantee when an employee is required, after leaving work to again report for duty and commence work more than two (2) hours prior to the start of his next regularly scheduled shift.

- 10.02.06 In the case of a recall, a minimum overtime credit of six (6) hours shall be granted provided, however, in the event of an employee working over four (4) hours, a minimum overtime credit of twelve (12) hours shall be granted.

**NOTE:** A period of duty will be subject to the minimum recall guarantee where an employee is required, after leaving work, to again report for duty and commences work more than two (2) hours prior to the start of his next regularly scheduled shift.

- 10.02.07 No overtime shall be worked, except by the direction of the proper supervisory personnel of the Company, except when the work is necessary and prior authority cannot be obtained. All overtime will be governed on or by a system of rotation, as outlined in the following.

- 10.02.07.01 Rotational overtime lists will be established at all locations for each appropriate group or formation. The purpose of these lists is to predetermine the individuals involved in overtime selection and to assure a fair distribution of overtime. When addressing the fair distribution of overtime, consideration must be given to the unfair shifting of overtime from one classification to another through the use of upgrades for short-term assignments.

- 10.02.07.02 The lists and the method of rotation will be established locally.

- 10.02.07.03 Employees required to work overtime will be advised as far in advance as possible.

10.02.07.04 Where the overtime requirement is in conjunction with a shift, all qualified employees on the appropriate overtime list, who are at work, will be canvassed first, unless otherwise agreed to locally. In the event the requirement is not filled by this process and the work involved is of at least two (2) hours duration, the Supervisor will endeavour to secure volunteers from the appropriate overtime list who are not on shift. In the event the requirement is not filled by this process within sufficient time prior to the termination of the shift, the Supervisor may assign the low man on the appropriate overtime list who is on shift.

The Supervisor's determination of the time at which it is no longer reasonable to continue canvassing for volunteers will depend upon such factors as:

- a) Minimum qualifications required for the job involved.
- b) The number of employees required to work the overtime.
- c) Time required to contact and give reasonable notice to the employees being assigned.
- d) The time needed for employees to get to work.

10.02.07.05 Where the overtime requirement is not in conjunction with a shift, the Supervisor will first endeavour to canvass all qualified employees on the appropriate overtime list. In the event the requirement is not filled by this process, unless otherwise agreed to locally, the employees on the appropriate overtime list who are at work on the shift preceding the commencement of the overtime, will be required to work.

10.02.07.06 If assignment of an employee becomes necessary, the assignment order will be in the same sequence as in the case of normal canvassing. Should an employee be assigned to work against his wishes, he will work the overtime but may subsequently protest through the grievance procedure.

10.02.07.07 If an employee has been bypassed and when this bypass has been confirmed between the Company and the Union at the local level, the affected employee will be paid at the rate of time and one-half, for all hours he would have worked had the bypass not occurred, except when:

- a) The employee was not qualified for the job involved.
- b) Job continuity was involved.
- c) The employee had not properly indicated his willingness to perform the overtime in accordance with overtime rules.
- d) There was insufficient time to permit normal canvassing.

- e) The overtime requirements, or part thereof, fell within the hours of the employee's scheduled shift.
- f) The employee could not be contacted at the time of canvassing.

**NOTE:** This Article does not apply to employees in the Dorval Base Cafeteria.

10.02.07.08 In order to comply with the requirements of the current Canada Labour Code, Part III, local rules governing the method and rotation of overtime for employees covered by this Agreement, must be in accordance with the following:

- a) The total number of overtime hours worked will not exceed one hundred and four (104) hours in each quarter of the calendar year (i.e., 8 hours per week x 13 weeks = 104 hours), commencing January 1st, April 1st, July 1st and October 1st of each year.
- b) Overtime hours worked for this purpose does not include:
  - i) The hours an employee is scheduled to work on a Statutory Holiday
  - ii) The hours an employee takes training beyond his normal schedule.
- c) After working a total of one hundred and four (104) hours of overtime in any one quarter, the employee is ineligible to work overtime either "voluntarily or assigned", except as otherwise provided by the Code.

10.02.08 No employee shall be required to work overtime against his wishes, unless:

- a) No other qualified employee, whose name is on the appropriate rotational list, will work overtime on a voluntary basis and,
- b) In the opinion of the Supervisor, based on circumstances existing at the time of the decision, the work is urgently required and there is no other reasonable alternative.

The term "qualified employee" means an employee whose qualifications, in the opinion of the Supervisor, meet the minimum required for the job involved.

10.02.09 In the event an employee is required to work overtime against his wishes, the maximum number of hours he may be required to work shall be four (4) hours in conjunction with a regular shift and eight (8) hours on a regular day off or on a Statutory Holiday. These limitations do not apply to work assignments away from base. It may be necessary, in exceptional circumstances, to exceed the four (4) hour limit in cases involving job continuity or limited staff.



10.02.10 If an employee disagrees with the decision of the Supervisor with respect to required overtime, he will work the overtime but may, subsequently, protest through the grievance procedure.

10.02.11 **TIME BANK**

10.02.11.01 At the end of each pay period, all time credits will be paid at the hourly rate. However, at the request of the employee, credits and debits may be accumulated in a Time Bank.

10.02.11.02 Employees electing to participate in the Time Bank shall commence accumulating time credits on the second pay period following advice to the Company on the appropriate form.

10.02.11.03 The use of Time Bank hours shall be subject to Supervision's prior approval, consistent with the manpower requirement of the Company and employee recognition that it may not always be possible to allow time off.

10.02.11.04 The Time Bank shall be limited to plus twenty-four (+24) hours and minus twenty-four (-24) hours.

10.02.11.05 At the end of each pay period, all time credits, in excess of twenty-four (24) hours, will be paid at the hourly rate in accordance with Article 10.02.03.

10.02.11.06 In the event an employee's Time Record is standing at a minus figure of more than twenty-four (-24) hours, such time will be deducted in accordance with Article 10.02.04.

10.02.11.07 Employees electing to utilize the Time Bank shall advise the Company in writing on the appropriate form. Once having elected to participate in the Time Bank, the arrangement shall continue until such time the employee subsequently advises the Company, in writing, of his desire to opt out of the Time Bank. If an employee opts out, he may only elect to utilize the Time Bank again at the beginning of a subsequent year.

10.02.11.08 Employees participating in the Time Bank may elect to have the Time Bank cleared once in a calendar year, upon written request, otherwise a clearance will not take place.

When clearance has been requested, all time credits or debits will be provided on the pay cheque no later than the second pay period following the written request.

10.02.11.09 Employees participating in the Time Bank shall have all credits/debits cleared at their rate of pay of the pay period in which the clearance occurs.

### 10.03 **SICK LEAVE**

10.03.01 Sick Leave will be allowed in accordance with provisions in Company Regulations Manual.

### 10.04 **FIELD AND EMERGENCY WORK**

10.04.01 The method of selection of employees for these assignments will be arranged locally, in accordance with the following general principles.

10.04.01.01 The Company will determine the minimum number of employees by category, qualifications by aircraft type and as regards valid travel documents, with the maximum number being established through discussion with the Union at the local level as required. All of this will be advertised by Vacancy Notice.

10.04.01.02 Unless otherwise agreed to locally, a "Rotational List" will be established from all qualified applicants. In the event that insufficient bids are received, sufficient qualified employees will be assigned, as required, to fill the vacancies (minimum).

10.04.01.03 The selection of individuals for a specific assignment will be as follows:

- a) Where there are two (2) hours or more notice of forecast departure, the requirements will be filled from employees on the "Rotation List" in effect. Employees on overtime duty are not eligible for such assignments, except for those working on their regular days off who can be released from duty by the Company without any replacement being required on an overtime basis.
- b) Where there are less than two (2) hours notice of forecast departure, the selection or assignment will be limited to employees on the "Rotational List" who are on regular scheduled duty. If there are insufficient such personnel, other qualified employees on regular scheduled duty, will be canvassed and selected, or assigned, as necessary. At the Dorval Base, selection and assignment from the "Rotational Lists" will be made from all applicable hangar formations in the case of CL-65, A-319/320s, A-340s, DC-9s, B-747s and B-767s. Where personnel on these Dorval Base "Rotational Lists", who are on regular duty are insufficient, the additional requirements will be filled by selection or assignment of qualified personnel on regular duty within Aircraft Maintenance - Line. (In the case of categories not permanently assigned to that formation, from all qualified personnel on regular duty).
- c) If assignment of employees from the "Rotational List" becomes necessary, the assignment order will be in the same sequence as for normal rotation of the list.

- 10.04.01.04 If an employee is inadvertently bypassed for an assignment, he will be given first choice to the next similar assignment, regardless of his position on the "Rotational List", subject to 10.04.01.03 a) and b) above.
- 10.04.02 When employees are, by order of the Company, required to engage in field work away from their base station, they shall be compensated for such work on the same basis as they were compensated at their base station.
- 10.04.03 Time consumed in travelling will be compensated for on the same basis as normal time worked at the base and in cases where an employee both works and travels in any one (1) day [twenty-four (24) hours, beginning at the start of his regular shift], he shall be compensated for the total of such time, provided that under no circumstances will more than eight (8) hours be allowed for travelling in any one twenty-four (24) hour period.

Where the required travel time of a particular assignment outside the existing Company route structure or as a result of Company route expansion appears to be inadequate, the Company will review the circumstances with the Union.

Time spent waiting at an airport, when the employee is unable to travel as planned, will be considered as travelling time for the purposes of this provision.

## 10.05 RELIEF DUTIES

- 10.05.01 An employee who is assigned to assume the duties of an employee in a higher classification, shall be paid at the minimum rate, subject to the NOTE below, of the classification in which relieving, provided that the duration of such relief is for a period of at least one (1) full work day or more. All paid periods of relief in a higher classification, shall be accumulated toward the scheduled advancement in pay within the classification scale.

**NOTE 1:** In the event that such employee is holding laid-off status in the classification to which assigned, or has previously served in such classification in an acting capacity, he shall be paid at the current rate for the position in the scale which he previously attained. In the event that such employee has previously served the necessary time for a higher scale rate, but did not receive the rate by reason of such service terminating before payment became effective, he shall be considered as having attained the higher rate.

**NOTE 2:** Effective June 15, 1997, Lead Station Attendants and Station Attendants who become "fully qualified" as per Article 6.04.02 and complete above basic training in a classification(s), will be required to perform acting/relief assignments in the above basic classification(s) during the period of one (1) year following his becoming fully qualified, in situations where normal staffing processes do not provide the required coverage. Should the assignment of employees become necessary, the assignment will be in accordance with a process agreed to locally.

**NOTE 3:** Scheduled advancement in pay will be based on the following:

- a) Twenty-six (26) weeks will be administered on the basis of time actually worked, and will be based on nine hundred and fifty-two (952) hours.
- b) A calendar year will be administered on the basis of time actually worked, and will be based on one thousand, nine hundred and four (1,904) hours.
- c) Two (2) calendar years will be administered on the basis of time actually worked, and will be based on three thousand, eight hundred and eight (3,808) hours.

10.05.02 When relief is required at regular intervals in a higher classification, on a pre-planned basis, to supply coverage in that classification not provided by the established work cycle, it shall be considered cycle relief. Cycle relief shall be paid for as of the end of each pay period, at the difference between the employee's regular hourly rate and the hourly rate of the classification in which relieving, times the total hours of such relief.

**10.05.03 Acting/Relief Assignments - Customer Service Agent - Weight & Balance**

10.05.03.01 First consideration will be given in order of seniority (basic classification) to interested Station Attendants and/or Lead Station Attendants holding a current Air Canada "Load Dispatch Certificate" endorsed for at least one type aircraft operating through the station.

10.05.03.02 Secondary consideration will be given in order of seniority (basic classification), to interested Customer Service Agents holding a current Air Canada "Load Dispatch Certificate" endorsed for at least one type aircraft scheduled to operate through the station.

10.05.03.03 The method of selection of employees for such assignments in these classifications will be established locally in accordance with the following general principles.

- a) The Company will determine the number of employees needed to meet operational requirements.
- b) Qualified Lead Station Attendants and Station Attendants will be advised of the acting/relief requirements (number of temporary vacancies), by Vacancy Notice or contacted in seniority order (basic classification).

- c) As a secondary consideration and with a view to reducing forced assignments, qualified Customer Service Agents will be eligible for selection to the extent of the unfilled vacancies. In the event a Vacancy Notice is utilized, the "secondary consideration" aspect will also be included, otherwise qualified employees will be canvassed in seniority order (basic classification).
- d) The acting/relief requirement will be identified, coincidental with the establishment of the manpower requirements (e.g., Winter Flight Schedule).
- e) A "Rotational List" will be established in accordance with b) and c) above and qualified employees will be assigned to the extent of unfilled vacancies.
- f) Employees selected and/or assigned, will be provided with Certificated Load Agent Training as required. This will include the necessary endorsements to meet operational requirements (i.e., a minimum of one (1) endorsement less than the total number of aircraft types scheduled to operate through the station), as well as A.L.P.A.C. Training.
- g) Employees successfully completing the training will have their names placed on a "Rotational List" in order of seniority (basic classification) and the duration of the assignment will be one (1) year.
- h) Acting/relief requirements will be filled from employees on the "Rotational List".
- i) If assignment of employees from the "Rotational List" becomes necessary, the assignment order will be in the same sequence as for normal rotation of the list.
- j) If an employee is inadvertently bypassed for an assignment, he will be given first choice to the next similar assignment, regardless of his position on the "Rotational List".

10.05.03.04 The acting/relief assignment(s) of a qualified employee on the "Rotational List", will not be terminated under circumstances where such an employee is provided with the necessary endorsements to meet operational requirements (as per Paragraph .03(f) above), unless a more senior, fully qualified employee, is prepared to fulfil the entire requirement.

Any location experiencing acting/relief assignment difficulties (i.e., insufficient volunteers to meet operational requirements), should review their situation with the appropriate General Chairperson, in order to avoid the assignment of any employee who "qualified" prior to April 3, 1978.

**10.05.04 Acting/Relief Assignments - Lead Station Attendant**

- 10.05.04.01 The Company will determine the number of employees needed to meet operational requirements coincidental with the establishment of the manpower requirements of each flight schedule.
- 10.05.04.02 Employees will be advised of the estimated acting/relief requirements (number of Acting Lead Station Attendants required), in advance of such schedule changes (local notice).
- 10.05.04.03 Consideration will be given in order of seniority to interested Station Attendants who have passed the qualifying examinations (Geography and Station Attendant Job Knowledge).
- 10.05.04.04 During the period of their acting assignment, every effort will be made to provide these employees with the Lead Station Attendant Training Course.
- 10.05.04.05 An individual with the basic qualifications who has turned down the opportunity to attend a Lead Station Attendant Training Course during the previous twelve (12) months, can be bypassed in the selection of individuals for relief assignments.
- 10.05.04.06 The acting/relief assignment of a fully qualified employee (Geography, Station Attendant Job Knowledge and Lead Station Attendant Training Course), filling such a requirement, will not be terminated unless a more senior "fully qualified" employee is prepared to fulfil the entire assignment (entire flight schedule).
- 10.05.04.07 An employee who has become "qualified" (Geography, Station Attendant Job Knowledge) will not be required to perform acting/ relief assignments as a Lead Station Attendant. An employee who has become "fully qualified" (Geography, Station Attendant Job Knowledge and Lead Station Attendant Course) will be required to perform acting/relief assignments as a Lead Station Attendant during the period of one year following his becoming "fully qualified", in situations where normal staffing processes do not provide the required coverage.

**10.05.05 Acting/Relief Assignments - Customer Service Agent**

- a) All Acting Customer Service Agent vacancies (relief assignments) will be filled on a local basis.

b) Lead Station Attendants and Station Attendants, need to have passed the basic and general knowledge examinations to be considered for Acting Customer Service Agent positions (relief assignments). If possible, individuals selected for such assignments must attend and pass the appropriate baggage and cargo training course(s) prior to performing the relief assignment. If an individual with the basic qualifications has turned down the opportunity to attend baggage or cargo training course(s) during the previous twelve (12) months, he can be bypassed in the selection of individuals for relief assignments.

## **10.06 UNASSIGNED**

### **10.07 TIME CREDITS FOR NON-PRODUCTIVE TRAINING**

10.07.01 Subject to the following exceptions, attendance at all Company approved training classes, outside of scheduled working hours, shall be credited on a straight time basis.

- a) All training taken in conjunction with a regularly scheduled shift, will result in payment at time and one-half.
- b) All training taken on a Statutory Holiday will result in payment at time and one-half. (This is not applicable if the employee is on a work schedule which includes additional days off in lieu of Statutory Holidays).
- c) Instructing is considered as time worked, therefore, if overtime scheduling is essential, such time will be credited at normal premium rates.
- d) Special training of less than one (1) week, taken on regular day(s) off, will be credited at time and one-half and in any event will be subject to the following minimums.
  - i) A minimum credit of four (4) hours.
  - ii) Where the training exceeds four (4) hours, a minimum credit of eight (8) hours.

10.07.02 Where the employee takes training during the hours of his regularly scheduled shift, the training hours will be considered as time worked; therefore, if the employee is also required to work overtime on that same day, the normal premium rates will apply to such overtime work.

10.07.03 Where the employee takes training on his regular day off, the training hours will not be considered as time worked; therefore, if the employee is also required to work productively on that day, normal premium rates will apply only to such overtime work.

- 10.07.04 An employee's work schedule may be such that he can be assigned to a classroom training course of one (1) week, without a change in schedule. Under such circumstances, the individual will be compensated at straight time for training on regular day(s) off and travelling time credits as applicable.
- 10.07.05 Assignments to classroom training courses of more than one (1) week's duration involve a change in work schedule and with the exception of time spent training on regular day(s) off, which is compensated at straight time, employees will be compensated in accordance with Article 10.01.06 and travelling time credits as applicable.
- 10.07.06 Shift Premiums will not be paid for training time, except where training is taken during the hours of employee's regularly scheduled shift to which such premiums normally apply.

#### **10.08 PAY CHEQUES**

- 10.08.01 Underpayments in a pay cheque due to a Company administrative error, which is in excess of Fifty Dollars (\$50.00) "gross", will be reimbursed within four (4) working days of Winnipeg Payrolls receiving advice of such an underpayment.
- 10.08.02 Employee pay cheques will be deposited directly in an account designated by the employee at any recognized financial institution within the territorial limits of Canada. The pay statement will be sent via Canada Post to the address designated by the employee.

### **ARTICLE 11 - PROBATION**

- 11.01 A new employee will not become a permanent employee until he has completed a probationary period of twenty-six (26) weeks.

**NOTE 1:** Where an employee is hired for term employment under Article 16.17 and released prior to the completion of twenty-six (26) weeks and where the Company elects to rehire the same employee into the same classification within twelve (12) calendar months from the date of the termination of the former assignment, then such probationary period will be cumulative.

**NOTE 2:** In the case of the Dorval Base Cafeteria, a new employee will not become a permanent employee until he has completed a probationary period of not less than eighteen (18) weeks. During this eighteen (18) week period, the employee must have actually worked a minimum of six hundred eighty (680) hours subject to the provision that time allowed as annual vacation and Statutory Holidays shall be considered as time worked.



- 11.02 The Company reserves the sole right to make decisions regarding the retention, transfer and rate of pay of a new employee, at any time during the probationary period, but agrees to notify the Union of the action being taken within fourteen (14) days following completion of the probationary period.
- 11.03 A permanent employee transferring from one category to another in a position covered by this Agreement (including transfers from one Branch to another), will not become permanent in the new category until such time as he has completed a probationary period of eighteen (18) weeks.
- 11.04 In the event that an employee, referenced in Article 11.03, does not complete the probationary period, he will return to his former category/classification and point, with all previously established seniority, as referenced in Article 16.12.02. The Company will advise the Union of such a situation within fourteen (14) days following completion of the probationary period.

## **ARTICLE 12 - STATUTORY HOLIDAYS**

- 12.01 The following Statutory Holidays, or overtime credit, or equivalent time off by virtue of work schedules, which include additional days off in lieu of Statutory Holidays, will be granted to all employees covered by this Agreement.

New Year's Day  
Good Friday  
Victoria Day  
St. John the Baptist Day  
Canada Day  
August Bank Holiday  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**NOTE 1:** New employees must be in the employ of the Company for at least thirty (30) consecutive days, prior to a Statutory Holiday, to be eligible for such benefit.

**NOTE 2:** Employees who have been absent from work, excluding vacation, in excess of thirty (30) consecutive days immediately prior to a Statutory Holiday, will not be eligible for such benefit. Interruption of this benefit will cease upon return to active employment.

12.02 In the event that an employee's regular scheduled day off falls on one of the above-listed Statutory Holidays, he may be assigned, in lieu of such Statutory Holiday, an additional day off on the scheduled working day either immediately preceding or following the Statutory Holiday. Under circumstances where an employee is not assigned such a day off, he will be credited with twelve (12) hours at straight time.

12.03.01 In the event that a Statutory Holiday(s) falls during an employee's first fourteen (14) days of absence due to sickness or injury, he will be assigned, in lieu of the Statutory Holiday(s), an additional day(s) off on a scheduled working day(s), before December 31st of the same year. In the event that the day(s) cannot be assigned by December 31st, the employee will be credited eight (8) hours at straight time in lieu of the holiday(s).

12.03.02 If a Statutory Holiday(s) falls after the first fourteen (14) days when an employee is absent due to long-term sickness (GDIP) or injury (Workers' Compensation/C.S.S.T.), time credits or alternate time off will not be granted.

## ARTICLE 13 - VACATIONS

13.01 Employees who have completed less than one (1) year of continuous service by December 31st of each year, will be granted vacation leave with pay in accordance with the following chart for each full month of continuous service up to December 31st.

| <u>Full Calendar<br/>Months of Continuous<br/>Service</u> |    | <u>Calendar Days of<br/>Vacation With<br/>Pay</u> |
|-----------------------------------------------------------|----|---------------------------------------------------|
| 1                                                         | 1  |                                                   |
| 2                                                         | 2  |                                                   |
| 3                                                         | 4  |                                                   |
| 4                                                         | 5  |                                                   |
| 5                                                         | 6  |                                                   |
| 6                                                         | 7  |                                                   |
| 7                                                         | 8  |                                                   |
| 8                                                         | 9  |                                                   |
| 9                                                         | 11 |                                                   |
| 10                                                        |    | 12                                                |
| 11                                                        |    | 13                                                |

**NOTE:** A full calendar month of service for vacation purposes will be credited if an employee commences Company service on the first working day of the month, provided all days of the month, before commencement of employment, are Statutory Holidays and/or regular days off in the employee's work cycle.

Employees who have completed one (1) year or more of continuous service by December 31st of each year, will be granted two (2) weeks [fourteen (14) calendar days] vacation with pay.

Employees who have completed three (3) years or more of continuous service by December 31st of each year, will be granted three (3) weeks [twenty-one (21) calendar days] vacation with pay.

Employees who have completed ten (10) years or more of continuous service by December 31st of each year, will be granted four (4) weeks [twenty-eight (28) calendar days] vacation with pay.

Employees who have completed eighteen (18) years or more of continuous service by December 31st of each year, will be granted five (5) weeks [thirty-five (35) calendar days] vacation with pay.

Employees who have completed twenty-eight (28) years or more of continuous service by December 31st of each year, will be granted six (6) weeks [forty-two (42) calendar days] vacation with pay.

**NOTE:** An employee exercising bumping privileges, who is out of the employ of the Company for a period of not more than thirty (30) clear calendar days from date of lay-off, will not be considered as having a break in service for purposes of calculating vacation credits.

- 13.02 The periods of vacation outlined in Article 13.01 will be exclusive of Statutory Holidays which may occur during the vacation period.

In the event that a Statutory Holiday(s) falls within an employee's vacation period, the employee will have, unless otherwise agreed to locally, the option of:

- a) Taking the day(s) in conjunction with the specific vacation period in which the Statutory Holiday(s) falls;
- b) taking the day(s) at a mutually agreed to time within the calendar year after the Statutory Holiday(s) occurs.

In the event the compensatory day(s) cannot be granted by December 31st of the calendar year, the employee will be credited with eight (8) hours at straight time.

- 13.03 An employee either on personal leave of absence or on laid-off status for more than thirty (30) consecutive days, will have his vacation entitlement, in the following year, reduced according to the following formula.

The twelve (12) month calendar year will be reduced by one (1) month for each complete unit of thirty (30) consecutive days of personal leave of absence or lay-off. This number will then be multiplied by the employee's annual vacation entitlement (i.e., 14/12 for two (2) weeks; 21/12 for three (3) weeks; 28/12 for four (4) weeks; 35/12 for five (5) weeks and 42/12 for six (6) weeks) to arrive at the number of calendar days vacation to be granted.

- 13.04 Vacations will be taken at such times as the services of the employee can be spared.

**NOTE:** Every effort will be made towards granting vacations in the summer months to as large a number of employees as possible, within the limits imposed by the need to maintain efficient operation of the Company. It is recognized that it is not possible to establish standard formula for vacations, which would be applicable to a whole department since, while it would still be necessary to spread vacations evenly throughout the year under some conditions, such is not the case at all bases and stations and in the latter cases, the peak work loads do not occur necessarily at the same time of the year. The only logical and equitable manner to establish vacation schedules is to discuss the matter at each point on the basis of the local conditions at that point.

- 13.05 Employees with two (2) or three (3) weeks vacation credits, may elect to split their vacation (in weekly increments) into two (2) periods. Employees with four (4) and five (5) weeks vacation credits, may elect to split their vacation into three (3) periods. Employees with six (6) weeks vacation credits, may elect to split their vacation into four (4) periods. The method of selection for the first period of vacation, will be in accordance with Article 13.06. Selection of the second period will be determined after all employees have indicated their first choice. Selection of the third period will be determined after all employees have indicated their second choice. Selection of the fourth period will be determined after all employees have indicated their third choice.

**NOTE:** Employees may elect to split their vacation entitlement into weekly or shift cycle increments, provided that backfill, if required, comes from a work schedule that does not require a change in regular fixed days off of the relief employee.

The determination of the number of weekly splits will occur annually, prior to vacation schedules being established.

If required, selection of the fifth period will be determined after all employees have indicated their fourth choice and selection of the sixth period will be determined after all employees have indicated their fifth choice.

Vacation guide charts established for various shift schedules are based upon the principle, that by granting vacation in conjunction with Regular Days Off (R.D.O.'s) and permitting employees to split their vacation entitlement into weekly increments, the total number of working days cannot exceed the number of working days involved, had the employee taken the entire vacation entitlement at one time.

- 13.06 Management shall provide lists and the employees shall be required to indicate their preference for vacation periods, in sufficient time to permit posting of approved vacation lists by December 15th of the year preceding that in which the vacation will be taken. Such preference shall be granted on the basis of the last permanent Company starting date. After vacation periods have been established, they will not be altered without mutual agreement by the Union and the Company.

**NOTE:** In the Dorval Base Cafeteria, the periods available for vacation during a calendar year shall be posted at least two (2) months in advance of the first vacation period. Employees shall indicate their preference and shall be assigned vacations in order of Company service. Once established, vacation periods will not, unless due to the requirements of the service, be altered without mutual agreement by the Union and the Company.

- 13.07 Employees terminating employment with the Company for any reason, or laid-off (with the exception of those exercising bumping rights), will receive pay for accrued vacation. In the case of an employee whose continuous service qualifies him for two (2) or more weeks annual vacation entitlement, any part year vacation pay will be calculated by multiplying the number of full calendar months service in the part year by either 14/12, 21/12, 28/12, 35/12 or 42/12, for either 2, 3, 4, 5 or 6 weeks respectively, of annual entitlement, to arrive at the number of calendar days to be paid. The date of separation will not be extended beyond the date of actual termination of employment.

- 13.08 Under circumstances where an employee with an outstanding vacation entitlement is placed on GDIP during a calendar year and does not return to work during that year, the employee will be given the option of either:

- a) Deferring the outstanding vacation, which must be taken immediately following termination of GDIP and prior to returning to work, or,
- b) Being placed on "vacation" for the outstanding period prior to December 31st, in order to receive normal pay and extend the benefit period.

**NOTE:** For employees in the Dorval Base Cafeteria, under circumstances where an employee with an outstanding vacation entitlement is placed on GDIP or Workers' Compensation during a calendar year and does not return to work during that year, the outstanding vacation will be deferred and must be taken immediately following termination of GDIP or Workers' Compensation and prior to returning to work. Should the employee elect not to take this outstanding vacation, he will be credited with a straight time payment for the days involved.

If an employee is absent from work, due sickness or injury, for a clear calendar year, he shall not be entitled to vacation credits he would have normally taken in

that year.

Example:

Employee is injured November 1, 1989 with no outstanding vacation for the year 1989, employee returns to work February 15, 1991. Said employee will not be entitled to vacation credits for the year 1990, however he will be eligible for his normal vacation credit in 1991 based on Article 13.01.

**13.09 The method of determining vacation entitlement under circumstances where an employee switches from a 5/2 to a 6/3 type work schedule or vice versa after approved vacation lists are posted (Article 13.06).**

When an employee has not taken any vacation, the vacation entitlement will be assigned based on the number of working days provided for by the employee's work schedule (appropriate Vacation Guide Chart) in effect at the time the first vacation period commences.

When an employee has taken a portion of earned vacation on either a 5/2 or 6/3 type work schedule, the vacation entitlement will be determined as follows:

- a) Four (4) weeks vacation entitlement and employee works a standard 5/2 work schedule, the total working days vacation entitlement is twenty (20). Employee takes one (1) week of vacation and changes to a 6/3 type work schedule which results in twenty (20) working days minus five (5) working days for a total of fifteen (15) working days vacation remaining.
- b) Four (4) weeks vacation entitlement and employee works a 6/3 type work schedule, the total working days vacation entitlement is nineteen (19). Employee takes one (1) week of vacation and changes to a 5/2 work schedule which results in nineteen (19) working days minus six (6) working days for a total of thirteen (13) working days vacation remaining.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 Leave of Absence - General**

14.01.01 When a leave of absence is granted, the employee shall retain his seniority rights. However, should he engage in other employment while on his leave of absence, he shall lose his seniority rights unless special permission has first been obtained from Labour Relations and the appropriate General Chairperson.

14.01.02 The terms of the permission must be in writing, a copy of which will be given to the Union.

#### **14.02 Leave of Absence - Personal**

- 14.02.01 Consistent with the manpower requirements, an employee, upon written request through his immediate Supervisor, may be granted leave of absence without pay for a period not to exceed ninety (90) days. This period may be extended by mutual consent of Labour Relations and the appropriate General Chairperson.

#### **14.03 Leave of Absence - Maternity**

**Maternity Leave** - A leave of absence without pay shall be granted to employees in accordance with the following.

- 14.03.01 Every employee with six (6) months of continuous service shall be granted a maternity leave in accordance with Articles 14.03.02 through 14.03.07.
- 14.03.02 The employee must request maternity leave in writing, accompanied by a medical certificate, certifying pregnancy and specifying the estimated date of her confinement, four (4) weeks in advance of the date such leave is desired. The request will also indicate the length of leave intended to be taken.
- 14.03.03 Maternity leave shall consist of a single period not exceeding nineteen (19) weeks if confinement occurs on or before the date specified in the medical certificate, or a single period of nineteen (19) weeks plus an additional period equal to the period between the date specified in the medical certificate and the actual date of confinement occurs after the date specified in the medical certificate.
- 14.03.04 Maternity leave may commence no earlier than eleven (11) weeks preceding the date specified in the medical certificate, except upon agreement between the employee and the Company, supported by a medical certificate.
- 14.03.05 Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.
- 14.03.06 Every employee who intends to take or is on maternity leave shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.
- 14.03.07 An employee returning from an authorized maternity leave shall be returned to her former position or to a comparable position in the same classification, subject to Article 16.

#### **14.04 Leave of Absence - Child Care Responsibilities**

**Child Care Leave** - A leave of absence without pay shall be granted to employees in accordance with the following.

14.04.01 Every employee with six (6) months of continuous service, who has or will have the actual care and custody of a new-born child, shall be granted a child care leave in accordance with Articles 14.04.02 through 14.04.07.

14.04.02 The employee(s) must request child care leave in writing at least four (4) weeks in advance of the date such leave is desired.

14.04.03 The request must specify the desired date the leave will commence and terminate.

14.04.04 The leave will consist of a period not exceeding twenty-four (24) weeks within the fifty-two (52) week period commencing as the employee(s) elects in accordance with 14.04.04.01 and 14.04.04.02.

14.04.04.01 In the case of a female employee:

- a) On the expiration of her maternity leave,
- b) on the day the child is born, or
- c) on the day the child comes into her actual care and custody.

14.04.04.02 In the case of a male employee:

- a) On the expiration of any leave of absence taken in respect of the child by a female employee, or
- b) on the day the child is born, or
- c) on the day the child comes into his actual care and custody.

14.04.05 Every employee who intends to take or is on child care leave, shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.

14.04.06 If two (2) employees are involved, the aggregate amount of child care leave, in respect of the birth of any one child, shall not exceed twenty-four (24) weeks.

14.04.07 An employee returning from an authorized child care leave, shall be returned to his former position or to a comparable position in the same classification, subject to Article 16.

#### 14.05 Leave of Absence - Adoption

**Adoption Leave** - A leave of absence without pay shall be granted to employees in accordance with the following.

14.05.01 Every employee with six (6) months of continuous service will be granted an adoption leave in accordance with Articles 14.05.02 through 14.05.06.



14.05.02 Upon receipt of notice as to the effective date of adoption, the employee will advise the Company, in writing, stating the desired date the leave will commence and terminate and provide a copy of documentation associated with the adoption.

14.05.03 The employee shall be granted a leave of absence from employment of up to twenty-four (24) weeks within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

14.05.04 Every employee who intends to take or is on adoption leave, shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.

14.05.05 If two (2) employees are involved, the aggregate amount of adoption leave, in respect of the adoption of any one child, shall not exceed twenty-four (24) weeks.

14.05.06 An employee returning from an authorized adoption leave shall be returned to his/her former position or to a comparable position in the same classification subject to Article 16.

#### 14.06 Leave of Absence - Bereavement

14.06.01 When a death occurs in the immediate family of an employee, the employee shall be entitled to bereavement leave of four (4) consecutive calendar days. This leave includes both working and non-working days. If the employee has completed three (3) consecutive months of employment, this leave will be with pay.

Bereavement leave will normally commence on the day immediately following the death. Subject to prior approval of the Company, this leave may be deferred to include the funeral should the funeral not take place within the four (4) days immediately following the death.

14.06.02 Definition - "Immediate Family": Includes the spouse of the employee and the following relatives of either the employee or spouse (including common-law spouse): Son, daughter, parent, grandparent, grandchildren, sister, brother and including other relatives residing with the employee.

**NOTE:** The conditions of eligibility of a common-law spouse are the same as those which apply under the Company's Free and Reduced Rate Transportation program (refer to Publication 715, Chapter 3 for details).

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

## **ARTICLE 15 - ON COMPANY SERVICE TRANSPORTATION**

- 15.01 On Company service transportation will be allowed in accordance with provisions in the Company Regulations Manual.

## **ARTICLE 16 - SENIORITY**

### **16.01 Principle**

Seniority shall be based upon the principle of preference consideration for employees with long service.

### **16.02 Recognition**

The principle of seniority will be recognized as applicable in accordance with the provisions outlined under:

- a) Work Categories
- b) Classifications
- c) Point Seniority
- d) Division Seniority
- e) System Seniority

### **16.03 Privileges**

Seniority, as governed by the provisions of this Article, shall be a factor in:

- a) Advancement or Promotion
- b) Transfers
- c) Reduction in Forces
- d) Recall after Lay-off
- e) Bumping as a result of Lay-off

### **16.04 Categories**

Seniority shall be recognized in each work category, outlined in Articles 4, 6, & 8 and shall be applicable within that category, regardless of work location or assignment, subject to the provisions of Section 16.10 of this Article. Seniority shall be non-transferable from one category to another.

### **16.05 Classifications**

Seniority shall also be recognized and applicable in each classification, except in the Junior Mechanic and Learner Classifications. (Seniority in these classifications is outlined in Article 16.07).

## 16.06 Seniority Dates

16.06.01 Unless otherwise provided by this Article, a seniority date, once established by the provisions of this Agreement, cannot be changed, altered or removed, except as a result of:

- a) Resignation
- b) Discharge for just cause
- c) Services dispensed with
- d) Desertion of service
- e) Retirement on pension
- f) Permanent demotion as a result of disciplinary action or lack of ability
- g) Failure to regain either permanent or term employment with the Company within five (5) or more years [sixty (60) consecutive months], while on laid-off status.
- h) Seniority list changes or corrections in accordance with this Article.
- i) Employee requested demotion
- j) Declination of recall to above basic classification at point of lay-off.

16.06.02 Employees hired for term employment shall not establish seniority in the classification concerned. In cases where such employees become permanent, they shall receive full seniority for the total time employed in such classification, provided that service is unbroken in this classification.

**NOTE 1:** For employees in the Dorval Base Cafeteria, no seniority credit will be given for time served as a casual employee.

**NOTE 2:** There shall be no seniority date granted to any permanent employee for any acting assignment. If such an acting assignment is later made permanent, the applicable seniority date will be effective only as of the date of the permanent assignment.

16.06.03 Permanent employees who accept temporary assignments to positions above and beyond the scope of this Agreement, shall continue to accrue seniority within the category and classification for a total of twenty-six (26) weeks within any calendar year. Under circumstances where an accumulation of temporary assignments exceeds twenty-six (26) weeks, no additional seniority shall be accrued during the calendar year while on such assignments.

**NOTE 1:** Non-accrual of seniority will not be applicable to Training Instructors and assignments involving introduction of new type aircraft and employees working under the provisions of Article 16.19.02.

**NOTE 2:** Training instructor assignments will not be limited to employees actually conducting training, but may include employees who are performing, or who are dedicated to training planning, development, and support functions. Any work being completed by such employees on temporary assignments, under this exemption, must be related to the training function.

**NOTE 3:** The non-accrual of seniority exemptions includes all aspects and functions specifically related to the introduction of new type aircraft (e.g., training, planning, coordination, procedures, development, project work).

**NOTE 4:** The application of Article 20.03.01 will apply to all such assignments.

- a) Twenty-six (26) weeks within any calendar year will be administered on the basis of actual hours worked, i.e., forty (40) hours equals one (1) week, one thousand and forty (1,040) hours equals twenty-six (26) weeks.
- b) Actual hours worked includes overtime hours worked but excludes undertime, vacation, leave of absence, illness and Statutory Holiday credits.
- c) Non-accrual seniority adjustments for temporary assignments to positions above and beyond the scope of this Agreement, will be affected as a result of an accumulation of hours in excess of one thousand and forty (1,040) hours.
- d) An individual's seniority date(s) will be adjusted by one (1) calendar day for each eight (8) hours worked in excess of one thousand and forty (1,040) hours.

**Example**

- Employee accumulates 1,095 hours
- Employee allowed 1,040 hours
- Excess hours 55 hours
- Number of non-accrual days is equal to  $55 \div 8 = \text{six (6) calendar days}$ .

|                        | <b><u>Original<br/>Seniority Dates</u></b> | <b><u>Adjusted<br/>Seniority Dates</u></b> |
|------------------------|--------------------------------------------|--------------------------------------------|
| Station Attendant      | Mar. 20, 1975                              | Mar. 26, 1975                              |
| Lead Station Attendant | Sept. 8, 1977                              | Sept. 14, 1977                             |
| Station Agent I        | Nov. 13, 1981                              | Nov. 19, 1981                              |
| Mechanic               | Apr. 27, 1965                              | May 3, 1965                                |
| Lead Mechanic          | Feb. 13, 1975                              | Feb. 19, 1975                              |
| Shop Inspector         | May 26, 1980                               | June 1, 1980                               |

**NOTE:** Non-accrual seniority adjustments will be made annually in accordance with the provisions of Article 16.18.

16.06.03.01 In the event an individual, promoted to a management position above and beyond the scope of the Agreement, reverts to a classification covered by the Agreement in which he holds seniority, his seniority date(s) will be adjusted as follows.

- a) The date of promotion, plus twenty-six (26) weeks, or August 3, 1971, whichever is later, will establish the date to which seniority is accrued.
- b) The number of calendar days involved in the "non-accrual" period will be established by calculating the number of days from the date established by a) above, to the date that individual reverts to a classification covered by the Agreement.
- c) The previously established seniority dates will be adjusted to reflect the number of calendar days involved in the "non-accrual" period.
- d) The individual's name will be entered on the seniority list in accordance with the adjusted date(s).

16.06.04 In determining seniority of employees with equal seniority, the following procedures will be used and seniority position shall be established immediately. A decision can be made by the application of the following steps in the order written.

- a) Compare length of service in the category.
- b) Compare total length of service in the branch in classifications covered by this Agreement.
- c) Compare total length of service in classification covered by this Agreement.
- d) The last three (3) digits of the employee number, backwards, with the lowest number identifying the more senior employee (000 being the lowest possible number).
- e) The last three (3) digits of the employee's Social Insurance Number, backwards, with the lowest number identifying the more senior employee (000 being the lowest possible number).
- f) In cases where the above factors will not determine the position on the Seniority List, the position will be jointly determined by the Company and the General Chairpersons.

**NOTE 1:** To determine the seniority sequence of employees with equal seniority who have previous Company service in classifications covered by the Agreement, the provisions, as outlined in a), b) and c), will be applied to such previous service.

In cases where an employee's previous Company service was in a position not covered by the Agreement, the total length of previous service will be used.

**NOTE 2:** The procedure used in calculating both previous and continuous Company service in classifications covered by the Collective Agreement, in determining the sequence of employees with equal seniority, is the following:

- a) FULL-TIME SERVICE is calculated by adding the total number of days in a period of service where one day equals one day of service.
- b) PART-TIME SERVICE is calculated by adding the total number of days in a period of service and dividing the sum by two (2), for service accrued up to and including February 22, 1989. EFFECTIVE FEBRUARY 23, 1989, PART-TIME SERVICE will be calculated as in the process described in "a" above for FULL-TIME SERVICE.

#### EXAMPLES

| <u>SENIORITY</u>              | <u>PREVIOUS SERVICE</u>                                                                                               | <u>TOTAL SERVICE</u>                            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <u>EMPLOYEE A</u> 89/01/13/01 | SEPT 10/87 TO JAN 3/88 P/T<br>JAN 4/88 TO MAY 22/88 F/T<br>MAY 23/88 TO MAR 06/89 P/T<br>MAR 07/89 TO DATE F/T PERM   | 126/2 = 63<br>139<br>276/2 = 138 + 12*<br>---   |
|                               |                                                                                                                       | <b>TOTAL:</b> 352 days                          |
| <u>EMPLOYEE B</u> 89/01/13/02 | SEPT 10/87 TO MAR 23/88 P/T<br>MAR 24/88 TO MAY 22/88 F/T<br>MAY 23/88 TO MAR 06/89 P/T<br>MAR 07/89 TO DATE F/T PERM | 205/2 = 102.5<br>60<br>276/2 = 138 + 12*<br>--- |
|                               |                                                                                                                       | <b>TOTAL:</b> 312.5                             |
| days                          |                                                                                                                       |                                                 |

\* EFF FEB 23/89 A DAY FOR A DAY

#### 16.07 Technical Operations Branch

Employees hired in or assigned to basic classifications (including Junior Mechanics or Learners hired or assigned on or after June 1, 1969) will be granted seniority on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the date will be that of hiring.

Employees hired in or assigned to classifications above that of Mechanic will, in addition, be credited with equal seniority in all lower classifications down to and including Mechanic, provided that seniority is not already established in such classifications. The seniority date established in the lower classifications, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

Employees hired as Junior Mechanics or Learners will have their name entered on the Seniority List and upon being classified as Mechanics, establish a Mechanic seniority date.

**NOTE:** Seniority for time served as a Learner and/or Junior Mechanic, shall be credited on the basis of two (2) days for every five (5) days served prior to June 1, 1969, the "Seniority Date" adjusted accordingly and on a day-for-a-day basis thereafter.

#### **16.08 Airport & Cargo Operations Branch**

Employees hired in or assigned to classifications in the Airport & Cargo Operations Branch, will be granted seniority credit on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the seniority date will be that of hiring.

Employees hired or assigned to classifications above that of Station Attendant will, in addition, be credited with equal seniority in the basic classification provided that seniority is not already established in such classification. The seniority date established in the basic classification, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

#### **16.09 Purchasing & Supply Branch**

Employees hired in or assigned to classifications in the Purchasing & Supply Branch, will be granted seniority credit on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the seniority date will be that of hiring.

Employees hired in or assigned to classifications in Stock Handling categories above that of Stockkeeper will, in addition, be credited with equal seniority in all lower classifications down to and including Stockkeeper, provided that seniority is not already established in such classifications. The seniority date is established in the lower classifications, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

#### **16.10 Scope of Seniority**

Seniority privileges within each category and/or classification, will be governed as follows for each branch.

#### 16.10.01 **Technical Operations Branch**

- a) **"Point"** - Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category and all employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.
- b) **"Division"** - Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 4.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category, excluding employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.
- c) **"System"** - Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category, excluding employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.

#### 16.10.02 **Airport and Cargo Operations Branch**

- a) **"Point"** - Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category.
- b) **"Division"** - Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 6.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category.
- c) **"System"** - Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category.

#### 16.10.03 **Purchasing & Supply Branch**

- a) **"Point"** - Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category.
- b) **"Division"** - Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 8.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category.
- c) **"System"** - Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category.



16.10.04 **Dorval Base Cafeteria** - Seniority privileges as defined in this Agreement will be recognized and applicable within the Cafeteria, Air Canada Base, Dorval.

16.10.05 Where an employee transfers from one category to another, as a result of a successful application to a bulletin, scope of seniority (i.e., Point, Division, or System) will be based on total service in the categories involved.

#### 16.11 **Promotions**

16.11.01 Permanent promotions referenced in 16.11.10 below, shall be bulletined in accordance with the published "Promotional Bulletins and Vacancy Notices" as approved by the Union.

16.11.02 Copies of the bulletins and bids in reply thereto shall be supplied to the Union.

16.11.03 It is agreed that the Company will make promotions and fill vacancies from the ranks of permanent employees whenever practicable.

16.11.04 Employees working in a lower classification due to exercising bumping privileges are eligible to bid on any Promotional Bulletin addressed to that classification, provided they do not currently hold a seniority date in the position being advertised.

16.11.05 In the selection of employees for unscheduled advancement or promotion, decision shall rest with the Company provided that, in the case of employees with equal ability, the employee possessing the greater seniority shall receive the preference, such selections being made in consultation with the Union.

Under circumstances where the Company requires an understanding with respect to any special criteria in order to be considered eligible for selection to a subsequent Promotional Bulletin, the matter will first be discussed at the Headquarters Level. The objective of such a meeting is to obtain Union approval and to ensure that all employees are aware of the special criteria.

16.11.06 An employee selected for reassignment or promotion will be given a reasonable length of time in which to prove his capabilities in the new assignment.

16.11.07 Permanent employees promoted or assigned to management positions above and beyond the scope of this Agreement, on a permanent basis, shall continue to accrue seniority within the category classification for six (6) months from date of promotion but shall not accumulate any additional seniority thereafter.

These employees will be held on a non-accrual seniority list for a period of twelve (12) months and then shall forfeit all seniority from their category(s)/classification(s).

Such seniority shall be effective only in the event the employee is assessed as unsuited for the assignment or is subsequently declared surplus to requirements. In either event, the Company may require the employee to revert to:

- a) Any above-basic classification in which seniority is established, or
- b) the basic classification in which the employee holds seniority.

The reversion may occur on a Point, Divisional, or System basis dependent upon the employee's length of service (reference Article 16.10).

An employee required to revert to a lower classification while holding seniority in a higher classification shall be considered on laid-off status with recall privileges to any above-basic classifications in which he holds seniority.

Within the first twelve (12) months of promotion, such employees may request to return to their former category subject to a permanent vacancy being available.

- 16.11.08 An employee advanced or promoted subsequent to the advancement or promotion of a less senior employee will not, under any circumstances, become senior in new classification to employees previously advanced or promoted due to greater ability.
- 16.11.09 An employee who is again promoted to a classification from which he has previously been permanently demoted because of lack of ability or disciplinary action shall establish a seniority date coincidental with the date of latest permanent entry into classification.
- 16.11.10 Promotions to above-basic classifications covered by this Agreement will be advertised on a System basis within each Branch and including those stations where employees are on assignment from a supply point within Canada. To be eligible for consideration for promotion, an employee must:

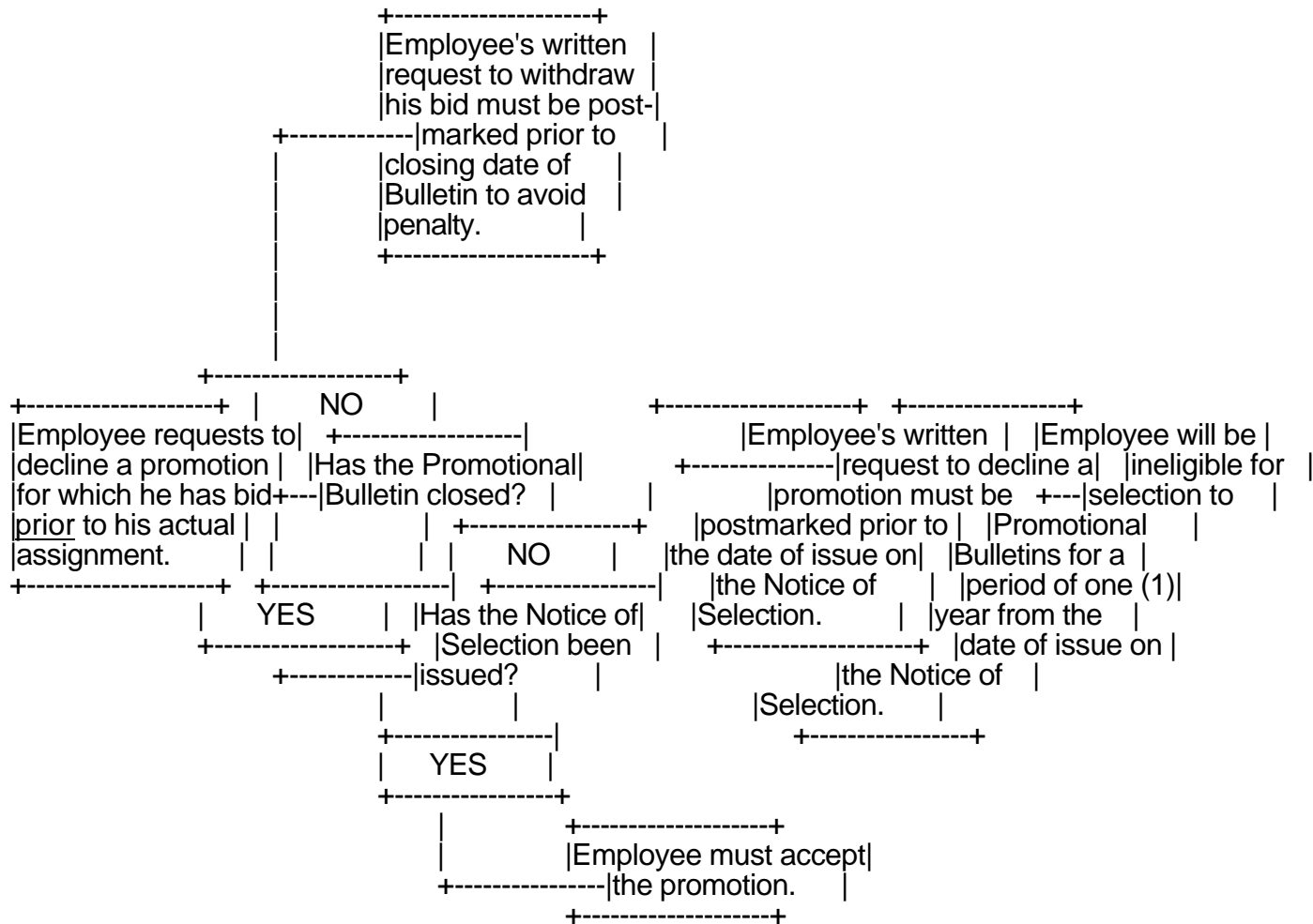
a) Be located at the point where the vacancy exists, or

b) within a Seniority Division - have completed two (2) years of service in the category as of the closing date of the Promotional Bulletin, or

c) on the System - have completed five (5) years of service in the category as of the closing date of the Promotional Bulletin.

**NOTE:** Where an employee transfers from one category to another as a result of a successful application to a bulletin, scope of seniority (i.e., Point, Division, or System), will be based on total service in the categories involved.

16.11.11 Action regarding employees who decline promotion



**NOTE:** If the employee withdraws, the next most senior qualified applicant will be selected.

16.11.12 The finalization of Selection to Promotional Bulletins or Vacancy Notices will commence at Second Level.

16.11.13 Employees on laid-off status and not in the permanent employ of the Company are eligible to bid on Promotional Bulletins. Employees wishing to receive copies of Promotional Bulletins shall so indicate, in writing, to the Director, Labour Relations - Technical Services, with a copy to his local Manager, his Union Regional Committee and District Lodge 140 at Montreal.

**NOTE:** Employees who are successful candidates to a Promotional Bulletin will forfeit all active recall privileges.

16.11.14 Employees on GDIP or Worker's Compensation will be eligible for selection to a Promotional Bulletin provided:

- a) The employee has indicated, in writing to the Company (copy the local Union), his desire to be advised of Promotional Bulletins or Vacancy Notices (involving promotions) during such absences.
- b) The employee has provided the Company with the appropriate address for forwarding such notices.
- c) The employee has passed the necessary qualifying exams.
- d) The employee has been declared medically fit to perform the work.
- e) The selection assists in rehabilitation and is consistent with the seniority of the individual involved.
- f) The availability of the employee.
- g) Physical limitations and effect of possible relocation, etc.

Under circumstances where an individual on Worker's Compensation, long term GDIP or Leave of Absence account illness, is considered acceptable and is immediately available to fill a position, the details will be provided to Headquarters for a decision at the Third Level of the Grievance and Discipline Appeal Procedure.

## 16.12 Transfers

16.12.01 Permanent employees transferring at Company request from one category to another, shall retain and continue to accrue seniority indefinitely in the category classification from which transferring, providing that such transfer is within the same Branch and further, providing that such transfer is the result of a successful application to a bulletin.

**NOTE:** Such seniority, as is retained in a previous category, under this provision, shall be effective only in the event that a laid-off employee is unable or does not elect to bump in his current category at another point and is unable to bump down in that category at the point of lay-off. In such circumstances, the employee affected will be considered as being set back at the latter point to the highest classification in which he holds seniority in the previous category and the resultant staff processed in accordance with Articles 16.14 and 16.15 as necessary.

- 16.12.02 Except as covered in 16.12.01 above, employees permanently transferring from one category to another, in a position covered by this Agreement (including transfer from one Branch to another), shall continue to accrue seniority within the category classification from which transferred for six (6) months from date of transfer but shall not accumulate any additional seniority thereafter. Non-accrual seniority retained under this provision is limited to the category of most recent transfer.

**NOTE:** Seniority which is retained and accumulated as a result of laid-off status, is excluded from this provision.

Such seniority shall be effective only in the event that an employee is unsuccessful in completing the probationary period or is subsequently laid-off and is unable to retain employment by bumping within the current category.

Employees may request to return to their former category; such transfers are subject to a permanent vacancy being available.

- 16.12.03 Employees permanently transferring between the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches to management positions above and beyond the scope of this Agreement, shall continue to accrue seniority within the category classification from which transferred for six (6) months from date of transfer but shall not accumulate any additional seniority thereafter.

These employees will be held on a non-accrual seniority list for a period of twelve (12) months and then shall forfeit all seniority from their category(s)/classification(s).

Such seniority shall be effective only in the event the employee is assessed as unsuited for the assignment or is subsequently declared surplus to requirements. In either event, the Company may require the employee to revert to:

- a) Any above basic classification in which seniority is established, or
- b) The basic classification in which the employee holds seniority.

The reversion may occur on a Point, Divisional, or System basis dependent upon the employee's length of service (Reference Article 16.10).

An employee required to revert to a lower classification while holding seniority in a higher classification shall be considered on laid-off status with recall privileges to any above basic classifications in which he holds seniority.

Within the first twelve (12) months of the promotional transfer, such employees may request to return to their former category, subject to a permanent vacancy being available.

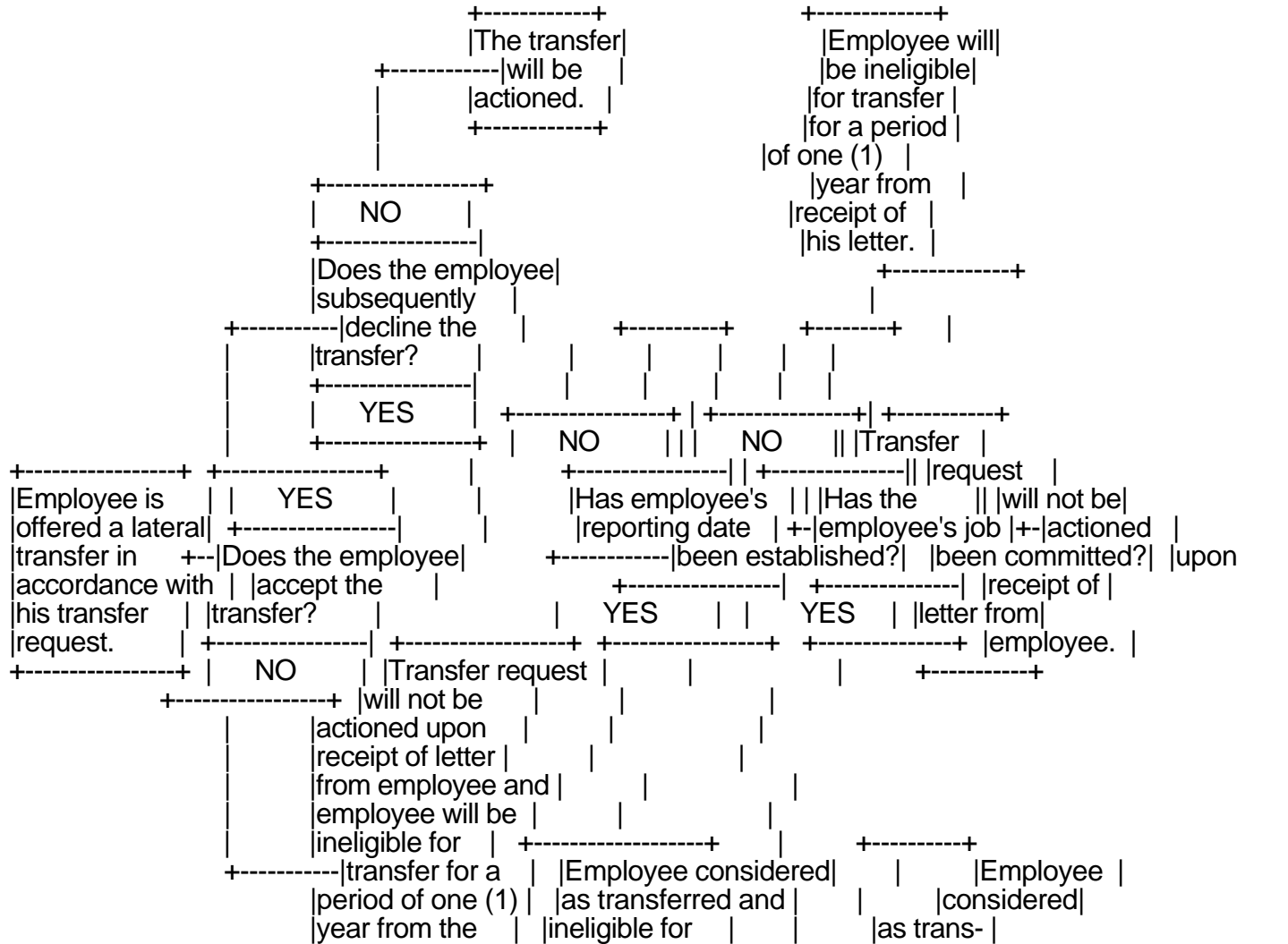
- 16.12.04 Employees permanently transferring between the Technical Operations, Airport & Cargo Operations and Purchasing Branches in classifications above and beyond the scope of this Agreement, will retain previously established seniority for a period not to exceed six (6) months. At the expiration of six (6) months, the employee must return to the previous category and/or classification or forfeit all seniority privileges.

Within the first six (6) months of the transfer, such employees may request to return to their former category subject to a permanent vacancy being available.

- 16.12.05 Employees permanently transferring from the Technical Operations, Airport & Cargo Operations or Purchasing & Supply Branches to any other Branch or to a non-management position within any of the aforementioned Branches, shall retain their seniority within the classification and category from which transferred for a period not to exceed six (6) months. At the expiration of six (6) months, the employee must return to previous category or forfeit all seniority privileges therein. The ability to return is subject to a permanent vacancy being available.

- 16.12.06 Permanent employees transferring on a permanent basis from either one point to another, within a Seniority Division or from one Seniority Division to another, will carry all previously established seniority dates to the new point and/or Division.

16.12.06.01 Action regarding employees who decline requested transfers





"FAX" or | transfer for one | |ferred and|  
|postmarked date on| |one (1) year. | |ineligible|  
|the employee's | +-----+ +-----|for trans-|  
|letter. | |fer for |  
+-----+ |one (1) |  
|year. |  
+-----+

16.12.07 An employee desiring to transfer from:

- a) One category to another
- b) One point and/or division to another
- c) One Branch to another

shall so indicate in writing, by use of the ACF732B, to the Director, Labour Relations - Technical Services at Montreal with a copy to his local Manager and to his Union Regional Committee. To be eligible for consideration, the request for transfer must be postmarked at least thirty (30) days prior to the vacancy becoming available on a permanent basis. Each request for transfer, including copies, must be forwarded by FAX or Canada Post and will be considered active for a period of one (1) year following which it will be necessary for any employee, still desiring a transfer, to again submit a request in writing.

**NOTE 1:** Employees permanently transferring under the provisions of this paragraph, will be ineligible for transfer for a period of one (1) year from date of transfer.

**NOTE 2:** Employees on laid-off status not in the permanent employ of the Company are eligible for transfer.

**NOTE 3:** Employees employed in the Company and holding laid-off status in any classification(s) are eligible for transfer in such classification(s).

**NOTE 4:** Employees accepting transfers will forfeit all active recall privileges.

**EXCEPTION 1:** If a transfer involves a change of category and the provisions of Article 11.04 are applied, the employees' recall privileges will be reinstated.

**EXCEPTION 2:** An employee laid off who exercises bumping rights and subsequently transfers to another point within his classification, or, who accepts laid off status at the point and subsequently transfers to another point within his classification, will retain his recall rights within his classification to his point of layoff only.

**NOTE 5:** All new hires into classifications with the Dorval Base Cafeteria are required to remain in a classification in the Dorval Base Cafeteria for a minimum period of eighteen (18) months before becoming eligible to transfer to other Branches or positions within the Company.

16.12.08 Under circumstances where a Classification and/or Category is to be introduced in a location where the Classification/Category is not presently being utilized or the Company is scheduled to commence operating into a new Canadian city, the following will apply:

A General Information Circular (G.I.C.) will be issued notifying all employees covered by this Collective Agreement of a classification/category being introduced at a location. Eligible employees interested in such a vacancy must submit an employee requested transfer by a specified date. The anticipated reporting date will also be included.

In the event the vacancy is in an above basic classification, employee requested transfers will be considered in conjunction with eligible applicants to the Promotional Bulletin, reference Article 16.12.09.

16.12.09 Employee requested transfers in "above basic" classification, will only be actioned if the employee's seniority in the appropriate basic classification(s) is greater than that of eligible applicants to a Promotional Bulletin. Under such circumstances, the applicable Promotional Bulletin will be cancelled and the vacancy filled by actioning the employee requested transfer.

16.12.10 Basic classification vacancies for technical aircraft maintenance categories at line stations normally filled from supply points, on a permanent basis, which are not filled by employee requested transfers, will be covered by a Vacancy Notice at the appropriate supply point(s). Under the circumstances where there are no eligible applicants to a Vacancy Notice, the Company will endeavour to hire qualified employee(s) locally, failing which, the junior qualified individual(s) at the applicable supply point(s) will be required to fill the vacancy. An employee permanently transferring from one point to another, as a result of selection or assignment to a Vacancy Notice, will be ineligible for lateral transfer for a period of two (2) years from the date of transfer. The line stations (or any new stations) will use supply points as follows:

- a) Stations in the Provinces of British Columbia, Alberta, Saskatchewan and Manitoba - Vancouver and Winnipeg.
- b) Stations in the Province of Ontario (except Ottawa) and the United States - Toronto.
- c) Stations in the Province of Quebec (including Ottawa), Europe, Asia and the Caribbean - Dorval.
- d) Stations in the Provinces of Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland - Halifax.

**NOTE:** Employees on laid-off status, not in the permanent employ of the Company, will be eligible to bid on Vacancy Notices relative to supply points addressed to their permanent category and classification. Copies of such Vacancy Notices will be provided upon written request to the Vice-President, Technical Operations at Dorval. Employees who are successful candidates to a Vacancy Notice will forfeit all active recall privileges.

16.12.11 Employees who are temporarily assigned to other points or Seniority Divisions

for relief duty or training, shall retain seniority in original point or Seniority Division.

- 16.12.12 Should a reduction in staff be implemented in any category, an employee affected may be offered employment in another category if a vacancy exists, subject to evaluation of his experience in line with the work assignment to which he is proceeding. In the event of an employee accepting such a position, his seniority in his original category will be protected. It shall not be obligatory upon the employee to accept such a position, as may be available and should he elect to remain laid-off, his seniority shall be protected. Should the employee desire to transfer to the category in which he has been re-employed, he may do so, providing there is a vacancy in the permanent establishment.

### 16.13 SET-BACKS OR DEMOTIONS

- 16.13.01 An employee who is set back one or more classifications due to a change in the classification strength, or any other circumstances not resulting from lack of ability or disciplinary action, shall retain seniority in previously established classifications and shall be recalled to those classifications in accordance with his seniority therein. Employees set back, as outlined in this paragraph, shall be considered as having been laid-off and shall have bumping privileges as outlined under Article 16.15

- 16.13.02 An employee who is permanently demoted one or more classifications due to lack of ability or disciplinary action, shall forfeit seniority privileges in those classifications from which demoted.

- 16.13.03 An employee may request demotion to a classification in which he holds seniority, provided the request is submitted in writing, via FAX or Canada Post, to the Director, Labour Relations - Technical Services, Air Canada Base 023, Montreal International Airport (Dorval), P.O. Box 9000, Postal Station St-Laurent, Montreal, Quebec, H4Y 1C2, with a copy to his Manager and his Union Regional Shop Committee. The written request for demotion must be sent by FAX or postmarked thirty (30) days prior to the date of a vacancy being declared. The request for demotion is limited to the point where currently employed. Subject to a permanent vacancy being available, such requests will be processed as follows:

The employee will be advised in writing (copy to the local Union), when his request is actioned, including advice of the applicable seniority changes and time limits relative to eligibility as to promotion and transfer.

An employee whose promotion resulted in a transfer to a new point will not be allowed to demote to another above basic classification for a period of five (5) years.

16.13.03.01 Under circumstances where the request is actioned, the employee will:

- a) Forfeit seniority in all higher classifications.
- b) Be ineligible for promotion to the classification from which demoted for a period of three (3) years from date of demotion.
- c) Be ineligible for promotion to any other higher classification for a period of one (1) year from date of demotion.
- d) Be ineligible for employee requested transfer from one point to another for a period of one (1) year from the effective date of the demotion.

#### 16.14 STAFF REDUCTIONS

16.14.01 Staff reductions will be made strictly on the basis of seniority.

16.14.02 In the event there are surplus employees at one point in a Seniority Division coincidental with a vacancy in the same classification at another point in the same Seniority Division, the opportunity to fill the vacancies, except as provided for in Article 16.16.10, will be offered only to surplus employees prior to implementing lay-off action. The opportunity to transfer [one hundred percent (100%) of the transfer expenses to be assumed by the Company] will be offered to surplus employees in order of seniority on an optional basis. In the event the position is not filled by this process, the Company transfer obligation is terminated and the employees involved will be placed on laid-off status without bumping privileges.

**NOTE 1:** Should the surplus identified in Article 16.14.02 result from the centralization of job functions (e.g., Load Dispatch) and when a vacancy exists at the point where the work was relocated, surplus employee(s) who decline the opportunity to transfer and are placed on laid-off status, will be permitted to exercise bumping privileges as provided in Article 16.15.

**NOTE 2:** Transportation and expenses will be allowed in accordance with provisions outlined in Company Regulations Manuals 709 and 710.

16.14.03 The effect of staff reductions upon agreed quotas, will not be considered until after staff reductions have been implemented. The staff will be reduced as required and personnel affected, notified in writing. The remaining staff will then be adjusted, as required, to meet the agreed quotas and the personnel to be reduced in classification notified accordingly and offered the opportunity of accepting the set-back or of bumping as outlined in Article 16.15.

16.14.04 Effective January 31, 1991, employees shall not accumulate Company Service for periods of lay-off of thirty (30) calendar days or more.

- 16.14.05 Employees, when laid-off, must file their address and telephone number with the Company and notify the local Personnel Services office of any change of address.

**16.15 BUMPING**

- 16.15.01 Bumping shall be a recognized seniority privilege of personnel on laid-off status and except as provided in Articles 16.11.06 and 16.12.02, may be exercised only by such personnel. This privilege is restricted in application to the bumping of an equal number of employees on the bottom of the Seniority Division Classification Seniority List and also, providing that the forfeiture of the bumping privilege by one or more of the laid-off employees automatically reduces the number of employees who may be bumped.

- 16.15.02 The actioning of the bumping process, under circumstances where employees eligible to bump have not indicated an order of preference for all of the locations where there are junior employees eligible to be bumped, will be as follows:

- a) The names of all employees desiring to bump will be listed in order of seniority, together with their indicated preferences.
- b) The names/locations (points) of the most junior employees (all those employees on the bottom of the Seniority Division Classification Seniority List) eligible to be bumped, will be listed in inverse order of seniority.

**NOTE:** This may be equivalent to, less than, but never greater than, the number of surplus employees in a) above.

- c) Eliminate the names of surplus employees desiring to bump where the only point(s) designated are no longer available due to the decision of other surplus employees who decided not to exercise their bumping privilege and elected laid-off status.
- d) Eliminate an equivalent number of names/locations (points) of the most senior employees who were eligible to be bumped (e.g., equivalent to the number of surplus employees in c) above).
- e) Endeavour to accommodate the surplus employees eligible to bump in seniority order in accordance with their indicated preference on a tentative basis, until such time as the bumping privileges of all surplus employees can be definitely established.
- f) In accommodating surplus employees in the bumping process, it must be ensured that no junior employee retains employment while a more senior employee is displaced (bumped).

- g) In the event all the surplus employees eligible to bump cannot be accommodated in accordance with their indicated preferences, eliminate the name(s) of surplus employees desiring to bump (place them on laid-off status) where the only points designated cannot be obtained due to the indicated preference of a more senior surplus employee or the process does not result in the displacement of the most junior employee(s).
- h) Eliminate an equivalent number of names/locations (points) of the most senior employees who were eligible to be bumped (e.g., equivalent to the number of surplus employees in g) above).

**NOTE:** This process will only be utilized in circumstances where the list of surplus employees desiring to bump is equal to the list of those employees eligible to be bumped.

- i) Continue to repeat the process outlined in e), f), g) and h) above, until the bumping privileges of all the surplus employees can be definitely established.

16.15.03 Bumping shall be restricted in application by:

- a) Work category.
- b) Classification of employee and the number of years of service in the category (reference Article 16.10).

16.15.04 Employees who are laid-off may, consistent with the scope of their seniority as outlined in Article 16.10, exercise such seniority and elect to:

- a) Bump within their classification in their Seniority Division or on the System, if unable to retain employment in their classification within their Seniority Division, or
- b) Bump down to a lower classification at the point of lay-off, or,
- c) Bump down to a lower classification at another point in their Seniority Division, or on the System (consistent with the provisions of Article 16.15.01 above), providing that the employee concerned is unable to bump under the terms of 16.15.04a) and further, provided that either he is unable or he does not elect to bump down more than one classification where such circumstances apply under the terms of 16.15.04b).

**NOTE:** An employee holding seniority in another category (reference Article 16.12.02), who is unable to retain employment by bumping in the current category, may exercise seniority in the former category in accordance with these provisions.

- 16.15.05 The employee must notify the Company of intent to bump not later than seven (7) clear calendar days prior to the termination of the period of notice, inclusive of the effective date of such notice. A form will be provided for this purpose and must be completed in accordance with instructions thereon. In the event of failure to so notify the Company, the employee will be considered to have elected laid-off status with recall privileges to the point only.
- 16.15.06 Finalization of the bumping process shall be consistent with an allowance to the bumped employee of fourteen (14) clear calendar days' notice from the date of such lay-off notice.
- 16.15.07 Laid-off employees may be allowed a period, not to exceed thirty (30) clear calendar days from date of lay-off notice, within which to report for duty at point of bumping.
- 16.15.08 Employees being laid-off must work for the full period of their notice, unless extenuating circumstances warrant other handling, mutually agreeable to the Company and Union.
- 16.15.09 In the event an employee exercising bumping privileges subsequently resigns prior to reporting, the employee who was to be displaced shall be laid-off.
- 16.15.10 Employees not on the active payroll, whose seniority is such that they would be involved in a staff reduction, will be laid-off. In the event such an employee elects to bump, the reporting date will be delayed until such time as the employee is returned to the active payroll. The employee being displaced will also be laid-off.
- 16.15.11 Failure of employees exercising bumping privileges to advise the Company of any possible delay in reporting for work at the point of bumping and on the specified date, will constitute a serious offence and will be dealt with as individual cases by the Company and District Lodge 140.
- 16.15.12 Employees who have signified intent to exercise bumping privileges and who subsequently reverse their decisions, will be considered as having deserted the service of the Company, with subsequent loss of all rights and privileges, subject to consideration by the Company and District Lodge 140 of exceptional circumstances.

#### 16.16 **RECALL**

- 16.16.01 At the time of lay-off, an employee holding laid-off status, as referenced in Article 16.14, may, in addition to the point of lay-off, specify up to three (3) additional points to which he wishes to be recalled. A form will be provided for this purpose and must be completed in accordance with instructions thereon.



16.16.02 Recalls to point of lay-off and additional specified points will be in order of seniority as follows:

- a) Notice of open position shall be sent, by Canada Post (Xpresspost or Registered Mail), to senior laid-off employees involved.
- b) Notified employees must advise the Company, by FAX or Canada Post (Xpresspost or Registered Mail) or other alternative written advice, within seventy-two (72) hours of date of notice, if they wish to be considered for recall. The senior employee of those replying within seventy-two (72) hours limit shall be recalled.
- c) In the event that the employee does not wish to be considered for the position, he must so advise the Company, by FAX or Canada Post (Xpresspost or Registered Mail) or other alternative written advice, within fourteen (14) days from date notice was sent out.
- d) A laid-off employee not currently employed within the Company, who is notified of a permanent position in his category at the point from which laid-off, must accept, providing that in the case of an employee laid-off from a classification above that of Mechanic in the Technical Operations Branch, the position is in a classification not lower than that of Mechanic.
- e) An employee accepting a recall will not, except under very extenuating circumstances, be permitted to reverse his decision.
- f) Except for employees covered by 16.16.09, failure to comply with regulations c), d) and e) above, will result in the individual's name being removed from the seniority list and he will therefore be considered as having deserted the service of the Company, with consequent loss of all rights and privileges.
- g) Recalled employees must report for duty within fourteen (14) days from date of recall notice. This period may be lengthened under extenuating circumstances.

16.16.03 The notices or other alternative written advice of open position, shall contain the following information:

- a) Whether the position is permanent or term employment.
- b) Location of position.
- c) Effect on seniority.

16.16.04 Under circumstances where a term position becomes available in a basic classification, the procedure for filling the position will be as follows:

- a) In the event the anticipated duration of the position is more than sixty (60) calendar days, it will be offered in seniority order to all laid-off employees in the classification eligible for recall to the point.
- b) In the event the anticipated duration of the position is less than sixty (60) calendar days, it will be offered to laid-off employees at the point.
- c) Any remaining vacancies in a) or b) above to be filled by local hiring, including consideration of term employment to qualified employees in other categories.

It is important to note that it may be necessary to utilize term employment pending finalization of the process referenced in a) above.

An employee accepting term employment will not be considered eligible for term employment at another location (regardless of the duration) until the employee involved is reverted to laid-off status.

Time involved in term employment within the category from which laid-off, will only count in the establishment of scope of seniority privileges (i.e., Point, Division and System seniority) when the employee is recalled to a permanent position.

Employees working at another location due to the exercising of their bumping privileges and holding recall to the point, are ineligible for consideration for term employment.

16.16.05 Where a permanent vacancy exists in a basic classification, employees on laid-off status are given first consideration over a requested demotion to the same classification.

16.16.06 Employees offered recall in accordance with their seniority and not able to return to the active payroll, account medical reasons, will have their reporting date delayed until declared medically fit, subject to the approval of the Company Medical Officer.

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In situations where there is a disagreement between the employee and the Company Medical Officer regarding a reporting date, or the employee's medical ability to return to work, the employee may submit a grievance in accordance with Article 17.03 following the receipt of written advice from the Company which will be sent by FAX or Canada Post (Xpresspost or Registered Mail). Failure to submit a grievance will indicate the employee's acceptance of the Company Medical Officer's decision with respect to his return to work.

- 16.16.07 Laid-off employees who did not accept term employment, may, provided that the work was offered in the category of such employees and provided that the duration is extended, be allowed to reconsider their decision consistent with their seniority, provided, however, that the duration must first be extended an additional ninety (90) days.
- 16.16.08 Should the prospective period of employment be of indefinite duration, it shall be discussed and mutually agreed between the Company and the Union as to whether the employment shall be classed as term or permanent.
- 16.16.09 a) An employee who is working at another point due to exercising bumping privileges, shall be considered as being laid-off and will be subject to lateral recall to the point of most recent lay-off, consistent with his seniority, providing that the vacancy is in the category from which laid-off and in the classification in which he bumped and further, provided that he is currently employed in such classification. If the employee does not, within seventy-two (72) hours, accept first recall, he will be considered as transferred and will not be given further recalls on this basis.

**NOTE:** In the event such an employee does not, within seventy-two (72) hours, accept the first recall to a higher classification in the same category at the point of most recent lay-off in the current classification, he will forfeit the above lateral recall privileges.

- b) Laid-off employees who have accepted employment in other categories or branches shall be considered as being laid-off and will be subject to recall to the category from which laid-off, consistent with their seniority. If the employee does not, within seventy-two (72) hours, accept the first recall to point of lay-off to a permanent position, he will be considered as having voluntarily transferred to present assignment as of the effective date of lay-off, subject to the provisions of Article 16.12.02 and 16.12.03. If the employee accepts recall, he will lose all rights and privileges in the category from which recalled.
- c) An employee who, after lay-off in his present category, has exercised bumping privileges in a former category to retain employment in the Company, shall be considered as being laid-off in the present category and will be subject to recall to that category, consistent with his seniority. If the employee does not, within seventy-two (72) hours, accept the first such recall to the point of lay-off, he will lose all rights and privileges in the category from which laid-off. During the period of lay-off, seniority will not accumulate in the category in which such an employee has exercised bumping privileges; however, previous established seniority in the former category will be retained upon accepting recall.

d) An employee who has exercised bumping privileges in a lower classification, shall be considered as being laid-off in the higher classification, consistent with his seniority. If the employee does not, within seventy-two (72) hours, accept the first such recall at the point where currently employed, he will,

i) Forfeit seniority in the higher classification;

ii) Be ineligible for promotion to any higher classification for a period of three (3) years from the date of the recall notice;

iii) Be ineligible for an employee requested transfer from one point to another for a period of one (1) year from the date of the recall notice.

16.16.10 Personnel, on laid-off status, shall not be recalled under circumstances where transfer of surplus personnel holding divisional seniority and who are presently employed within the Seniority Division, will meet the manpower requirements at another point unless any of the employees on laid-off status, desiring a recall, are senior to the surplus personnel who would be involved in the transfer.

16.16.11 Employees in basic classifications who are laid-off as a result of a reduction in staff, shall be recalled on the basis of greatest category seniority of the employees desiring recall to the point.

16.16.12 Employees in above basic classifications, who are laid-off as a result of a reduction in staff, shall be recalled on the basis of greatest classification seniority of the employees desiring recall to the point.

16.16.13 In situations of administrative error which result in an employee not being recalled from laid-off status in order of seniority, such errors will be corrected, once confirmed by the Company, within seventy-two (72) hours of discovery by the Company or of receipt of written notification of the error from either the Union or the affected employee(s). The affected employee(s) will be compensated for a maximum of sixty (60) calendar days of pay given the situation identified above. There will be no further compensation for time not worked beyond this sixty (60) day time period.

## 16.17 TERM EMPLOYMENT

16.17.01 Term employment may be utilized by the Company for such purposes as summer flight schedules (e.g., vacation relief), acting management assignments, leaves of absence (e.g., accident, illness), special work programs for specified period and phase-in phase-out (e.g., aircraft type or base).

- 16.17.02 Term employment will be limited to twenty-six (26) weeks. In the event such employees are retained beyond this period, they will be designated as "permanent", provided they have successfully completed the probationary period.

**NOTE:** In situations where a staff requirement exists that is temporary in nature, i.e., where the assignment is of a known duration (start and stop dates), or a backfill against a temporary exit (GDIP, WCB and so forth), that vacancy will normally be filled by a term hire under the provisions of this Article even though the assignment may exceed twenty-six (26) weeks.

In situations where a staff requirement exists that is permanent in nature, i.e., where the assignment is the result of an ongoing operation need where no end date or period is known, then that vacancy will be filled by the declaration of a permanent vacancy and this vacancy will be filled under other provisions of the Agreement.

## 16.18 SENIORITY LISTS

- 16.18.01 a) Each year, the Company shall have prepared and furnished to the Union a complete seniority list of all classifications and categories within the scope of this Agreement. Copies of an appropriate seniority list of all applicable classifications and categories will also be provided to all Company stations and bases. These lists to be furnished as of March 31st of the subsequent year.
- b) This list shall be kept open for correction for a period of thirty (30) calendar days from March 31st.
- c) All corrections shall be finalized during the thirty (30) calendar days following the termination of the posting period and shall be published as an amendment to the seniority list. This amended seniority list shall become effective on the day following termination of the sixty (60) day period covered above.
- d) This amended seniority list shall be the approved list and shall remain in full force and effect until a new list has been published and approved in the above manner. Subject to the provisions of Paragraphs g), h) and i) following, no corrections shall be made to this approved list during the period in which it remains in force.
- e) It shall be the responsibility of each individual employee to examine the applicable portion of the list and make written request, three (3) copies, for any correction during the thirty (30) day posting period. An employee may file a request for correction only once, except upon his presentation of new and pertinent evidence.

- f) One copy of this request for correction must be forwarded to the Director, Labour Relations - Technical Services through the employee's Supervisor. One copy will be forwarded to the appropriate General Chairperson by the employee concerned. The third copy will be forwarded to the Chairperson of the Local Shop Committee.
- g) In the event that it is not possible to settle a complaint in the stipulated period, the necessary correction will be made and will be effective as of the date the final correction is published.
- h) Notwithstanding the foregoing regulations, the appropriate General Chairperson may request corrections to the seniority list at times other than the stipulated period. Such corrections, if mutually agreed upon, will be incorporated in the new list of the subsequent year. However, if prior to the time the new list is effective, circumstances arise such that an employee's right to:
  - Continue in or regain employment in his Branch,
  - a subsequent promotion, or,
  - a subsequent transferis jeopardized, such correction will be published immediately and will be effective as of the date of publication.
- i) Employees exercising seniority, retained under 16.11.06 and 16.12.02, will have their seniority dates adjusted and position on the seniority list altered to account for time during which seniority was not accumulated.
- j) Any action taken on the basis of a published Seniority List stands as final, regardless of any corrections to the list which may subsequently be made.
- k) The Station Attendant seniority list, for employees covered under Letter of Understanding #2, by point, will be maintained by the Company at the Headquarters level and will be published with the Seniority List distribution provided for in Article 16.18.01 a).

16.18.02 Each year the Company shall have prepared and furnished to the Union a complete list of all employees holding, but not accumulating, seniority. These lists will be furnished as of March 31st of the subsequent year by category and classification. In the event of any of these employees exercising seniority, as referenced in Articles 16.12.02 and 16.12.03, the active seniority list will be changed in accordance with Article 16.17.01 of this Agreement.

## 16.19 REHABILITATION

- 16.19.01 Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle; the employees will take the rate of pay of jobs to which assigned.
- 16.19.02 The Company will facilitate the rehabilitation of employees returning from long-term GDIP or Workers' Compensation under the Employee Rehabilitation Program.

Subject to mutual agreement between the Company and the Union, these employees may be given, in certain cases, shift and/or work location preference in order to facilitate their rehabilitation, which, in some cases, may require the employee to work less than the standard working week and/or standard working day. Where employees are unable to return to work in their former category/classification, they may be accommodated in a position where the job requirements are consistent with their medical/physical condition, provided they have demonstrated that they possess the aptitude to perform the job. Under such circumstances, the Company will participate in providing training assistance and following successful completion of training, salary and benefit levels will be based upon the position accepted by such employees.

## 16.20 GENERAL

- 16.20.01 In the event of a geographical relocation of work from one Seniority Division to another, the employees affected holding divisional seniority (including Learners and Junior Mechanics with at least two (2) years service in category), shall be considered as holding seniority in the division to which the work is transferred and staff adjustments will be made accordingly.
- 16.20.02 Expenses of personnel transferred as a result of staff adjustments covered in 16.20.01 above, shall be borne by the Company in accordance with Article 15.
- 16.20.03 The Company may assign personnel from other categories to cover peak periods of a temporary nature rather than re-hire laid-off employees to cover such peak periods.

## **ARTICLE 17 - DISCIPLINE AND GRIEVANCE PROCEDURE**

### **17.01 DISCIPLINE AND DISCHARGE**

17.01.01 Under circumstances where, as a result of an alleged misdemeanor, it is considered undesirable that an employee should be allowed on the Company premises and where there is doubt as to the appropriate charge and/or penalty, the employee may be held out of service pending investigation for a period not to exceed three (3) clear calendar days, exclusive of Saturdays, Sundays and Statutory Holidays. This investigation period will not incur loss of pay unless the misdemeanor results in suspension pending discharge.

17.01.02 Where disciplinary action short of discharge is considered necessary, the employee will be advised in writing. Such letters will be progressive in nature and will represent various levels of severity depending upon the offense and/or the employee's previous disciplinary record. The practice of the issuance of a verbal reprimand under certain circumstances will not be affected by this procedure. Depending on the nature of any incident, disciplinary action may be initiated at any one of five (5) steps as follows:

#### **Step I**

Six (6) month letter of reprimand.

Other similar incident(s)/infraction(s) while the letter is active, extends period of retention on file to one (1) year or initiates progression to Step II.

#### **Step II**

A disciplinary letter or letter of temporary demotion with a duration of retention on the employee's personal file for a period of twelve (12) to twenty-four (24) months, depending upon the nature of the incident and/or the employee's previous disciplinary record.

Other similar incident(s)/infraction(s) while the letter is active, extends period of retention by six (6) months or initiates progression to Step III.

#### **Step III**

A disciplinary letter with a duration of retention on the employee's personal file for a period of thirty (30) months, and also the ability to issue a one (1), two (2) or three (3) day suspension without pay.

Other similar incident(s)/infraction(s) while this letter is active, extends period of retention by six (6) months or initiates progression to Step IV.



#### **Step IV**

A disciplinary letter with a duration of retention on the employee's personal file for a period of thirty-six (36) months, and also the ability to issue a ten (10) day suspension. The purpose of this letter is to afford the employee a final opportunity to retain employment.

#### **17.01.03 Step V**

Where the decision of the Company is to discharge for just cause, the employee shall first be notified in writing with a Step V Letter of Discipline stating that he is "suspended pending discharge". The Step V Letter shall include the specific charge or charges precipitating the action.

**NOTE:** As per Article 17.01.05.01, in exceptional circumstances, a twenty (20) day suspension may be substituted for discharge.

17.01.04 Letters of discipline shall be presented to the employee within a reasonable period of time of the Company's knowledge of the incident leading to discipline, and shall contain an explanation of the infraction, and the future corrective action to be expected. It is recognized that corrective disciplinary action is most effective when taken in a timely manner and that disciplinary letters, up to and including Step IV, will be presented to the employee in person. The employee may have a Shop Steward present as an observer, if so requested.

17.01.05 In cases involving suspension without pay, local management will review the matter with the local Union in an effort to assure that all information and opinions are available. After a final review of the whole case, local management will render its decision.

In cases involving suspension pending discharge, local Management will advise the local Union prior to issuing the letter of suspension pending discharge to the employee.

**NOTE:** If requested by the Union, reasonable time will be allowed to investigate the case.

17.01.05.01 The ten (10) day suspension can only be exceeded, with Branch Head approval, in exceptional circumstances where suspension pending discharge would normally occur and only to a twenty (20) working day suspension within a thirty (30) calendar day period.

17.01.05.02 Disciplinary suspensions will normally be served in conjunction with regular days off (either before or after regular days off).

17.01.05.03 In cases where a decision to discharge is reduced but where time off the payroll is involved, the limits in 17.01.05.01 will not apply.

17.01.06 Letters relative to corrective disciplinary action and illegal work stoppages which have been placed on an employee's personal file will not be referenced and will be removed from the employee's personal file, where practicable, if the employee's record has been free of any previous corrective measures for three (3) consecutive years.

17.01.07 When an employee has been notified of disciplinary action, he may lodge appeals in accordance with the appropriate charts re Grievance and Discipline Appeal Levels. Each such appeal must be lodged in writing via Canada Post within five (5) clear calendar days from the date of receipt of the decision, exclusive of Saturdays, Sundays and Statutory Holidays. Hearings shall be commenced within thirty (30) clear calendar days of written request and decision rendered within fifteen (15) clear calendar days, exclusive of Saturdays, Sundays and Statutory Holidays, of the close of the appeal hearing. All decisions shall be confirmed in writing to the parties concerned and will contain a summary of the issue giving rise to the appeal.

**NOTE 1:** Notwithstanding the provisions of this Article, it is agreed that the respective parties will make every effort to conduct hearings within the identified time period. Where these time limits cannot be met by either party, the other party will be notified in advance.

**NOTE 2:** The Company undertakes to ensure that the time limits for the rendering of decisions, referenced above, will be adhered to unless exceptional circumstances surrounding the case require an extension.

**NOTE 3:** In situations where the conditions of Note 2 do not apply and the Company fails to render a decision within the specified time limits of the disciplinary appeal process for Steps III, IV, and V disciplines, the Union may proceed with the appeal in accordance with Article 18 and the fees and expenses of the arbitrator shall be borne by the Company.

17.01.08 Implementation of disciplinary action involving loss of pay (suspension without pay and temporary demotion), will normally be withheld pending a possible appeal. No hearing will be held at the Headquarters Level in disciplinary matters not involving loss of pay (Step I and II disciplines). Matters involving loss of pay (Step III, IV and V disciplines), will be appealed directly to the Director, Labour Relations - Technical Services.

**NOTE 1:** The specific details of appeal steps, as referenced in 17.01.07 to 17.01.08 inclusive, are contained in the appropriate charts re Grievance and Discipline Appeal Levels.

**NOTE 2:** Appeals to discharge decisions will be handled as promptly as possible and wherever practical, at the location concerned.

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**NOTE 3:** This appeal procedure does not detract from the requirements reflected in Article 17.01.05 .

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17.01.09 If an appeal is not lodged in a discharge case, the employee may be discharged effective the day following the appeal period specified in 17.01.07. If an appeal is lodged and if the decision is to discharge and provided that no further appeal is made within the time limit specified in 17.01.07, the discharge will be effective the day following this limit.

17.01.10 The final decision of the Company shall be forwarded to the employee, the appropriate General Chairperson and District Lodge 140 by FAX or Canada Post (Registered Mail or Xpresspost). If the Union is not satisfied with the final decision of the Company, the matter may be submitted to arbitration, subject to the provisions of Article 18 of this Agreement, provided the employee concerned has so requested the Union to do so, in writing, with a copy to:

Director, Labour Relations -  
Technical Services  
Air Canada Base 023  
Montreal International Airport (Dorval)  
P.O. Box 9000, Postal Station St-Laurent  
Montreal, Quebec  
H4Y 1C2

**NOTE:** Should the Union represent an employee at a final disciplinary appeal hearing, as provided for in 17.01.10, the time limits referenced in Article 18.03 will commence on the date the appropriate General Chairperson receives the final decision.

17.01.11 Throughout this procedure, an employee shall have the right to be represented by an authorized Union Representative. In this event and if the employee appeals to the Headquarters Officers of the Branch or of the Company, he shall be represented at these latter levels by the General Chairpersons. Subject to the other provisions of 17.01 and Article 18 including time limits, the employee may, throughout this procedure, handle the matter on his own behalf if he so desires, including arbitration.

**NOTE:** Should an employee elect to handle his own final disciplinary appeal, in accordance with 17.01.10, the time limits referenced in Article 18.03 will commence on the date the employee receives the final decision.

17.01.12 Nothing in this Agreement shall be construed as preventing the Company from holding an employee out of service pending an investigation and hearing or appeal. The Company's decision in the case of such hearings or appeals may either uphold a previous Company decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.

## 17.02 UNASSIGNED

## 17.03 GRIEVANCE PROCEDURE

- 17.03.01 When an employee believes that he has been unjustly dealt with or that any of the provisions of this Agreement have been violated, his recourse shall be as follows, except for those matters handled in accordance with Article 17.01.

Within ten (10) clear calendar days of the occurrence or his knowledge of the incident, whichever occurs later, he shall first attempt to obtain a satisfactory adjustment by direct appeal to his Supervisor during which discussion the grievor may be accompanied by his Shop Steward if he so desires. If the grievor chooses to be thus accompanied, the Shop Steward may participate in the discussion. If the employee has handled the matter on his own and has been unable to arrange a satisfactory adjustment, he may request the Shop Steward to handle his grievance with the Supervisor. The employee may accompany the Shop Steward if he so desires.

### FIRST LEVEL

- 17.03.02 When the conditions of Article 17.03.01 have been met and an employee remains dissatisfied with the results, he may raise a formal grievance in writing on the standard grievance form within ten (10) calendar days, exclusive of Saturdays, Sundays and Statutory Holidays, as follows:

- a) The employee will indicate the nature of the grievance, date of the incident/action, alleged violation of the Agreement (e.g., specific provision), the facts concerning the matter and the specific redress sought.
- b) Providing the employee has signed the grievance form, the submission of that grievance form to his Supervisor, may be carried out by either the employee or the Union Steward.
- c) The Supervisor will respond to the Union, with a copy to the employee, in writing, on the standard grievance form within three (3) clear calendar days from the date of receipt of the written grievance form, exclusive of his regular days off and Statutory Holidays.

**NOTE:** Grievances of a general nature may be initiated by the Union, in writing, on the standard grievance form at either the First, Second or Third Level, depending upon the scope and nature of such grievance.

Such grievances must be filed within ten (10) clear calendar days, exclusive of Saturdays, Sundays or Statutory Holidays, from when the Union has received written notice from the Company relating to an incident or when an incident actually occurs and subsequently comes to the knowledge of the Union, which the Union believes violates the provisions of the Agreement.

## SECOND LEVEL

- 17.03.03 Failing satisfactory adjustment at First Level, the Shop Steward shall refer the grievance to the local shop Committee/General Chairperson for appeal to the member of management designated by the Company.

**NOTE:** The Shop Steward may be added to the Grievance Committee at the Second Level of the appeal procedure.

## THIRD LEVEL

- 17.03.04 Failing satisfactory adjustment at Second Level, the grievance shall be submitted to the General Chairpersons for appeal to the Director, Labour Relations - Technical Services.

- 17.03.04.01 The Committee of General Chairpersons of District Lodge 140, will meet with the Company Headquarters Representatives at least every six (6) weeks for the purpose of dealing with all outstanding grievances which have been processed to the Headquarters Level of the Company. This work will not detract from the functioning of the recognized Regional Shop Committee.

**NOTE:** It is the mutual intention of the parties to confine, as far as practicable, the Third Level Appeal to questions of national importance. In furtherance of this goal, each party will advise the other, in writing, of any grievances proceeding to the Third Level which it considers do not raise any national issues. The parties will endeavour to resolve all grievances which do not raise any question of national importance prior to the Third Level appeal. Unless expressly agreed to the contrary, such resolutions will be without precedent value.

- 17.03.04.02 If at a Third Level Hearing, agreement is reached on the interpretation, intent or application of a provision in the Agreement, the parties agree that the issue may be raised at a subsequent Union Management Communication Meeting. Following a review of the agreement at the Union Management Communication Meeting, such agreement may, on mutual agreement of the parties, be incorporated in the Collective Agreement in the form of a Letter of Understanding.

- 17.03.04.03 Decisions of National Third Level grievances will be sent to the office of the National President and Directing General Chairperson, District Lodge 140, or designated representative, by Faxcom followed by Canada Post.

- 17.03.04.04 At the request of District Lodge 140:

- a) An additional member from each affiliated Local Lodge may attend discussions with the Company at the Third Level as an advisor to the Committee of General Chairpersons. However, the Local Lodges in Toronto and Montreal may each have two (2) members.
- b) Such representatives who are employees shall be allowed the necessary time off, subject to manpower requirements, payable by the Union. Necessary transportation will be provided over the lines of the Company from the point of duty to the point of meeting and return.

## **APPEALS**

- 17.03.05 Each appeal must be lodged in writing, within ten (10) clear calendar days from the date of receipt of decision, exclusive of Saturdays, Sundays and Statutory Holidays. Hearings shall be commenced within fifteen (15) clear calendar days of written request, exclusive of Saturdays, Sundays and Statutory Holidays. Decisions shall be rendered within fifteen (15) clear calendar days of the close of the appeal hearing, exclusive of Saturdays, Sundays and Statutory Holidays. All decisions shall be confirmed in writing to the parties concerned. At the Second and Third Level, the decision will contain a summary of the issue giving rise to the grievance.

**NOTE 1:** Notwithstanding the provisions of this Article, it is agreed that the respective parties will make every effort to conduct hearings within the identified time period. Where these time limits cannot be met by either party, the other party will be notified in advance.

**NOTE 2:** The Company undertakes to ensure that the time limits for the rendering of decisions, referenced above, will be adhered to unless exceptional circumstances surrounding the case require an extension.

**NOTE 3:** In situations where the conditions of Note 2 do not apply and the Company fails to render a decision at the third level of the grievance appeal process within the specified time limits, the Union may proceed with the grievance in accordance with Article 18 and the fees and expenses of the arbitrator shall be borne by the Company.

- 17.03.06 The specific details of appeal steps, as referenced in 17.03.01 to 17.03.04 inclusive, are contained in the appropriate charts re Grievance and Discipline Appeal Levels.

**NOTE:** At Dorval Base only, a Chief Steward will be involved at Stage II of the First Level and may be added to the Grievance Committee at the Second Level of the appeal procedure, in lieu of a Shop Steward.

- 17.03.07 If an agreement cannot be reached between District Lodge 140 and the Company, the matter may then be submitted to arbitration subject to the provisions of Article 18 of this Agreement.

#### 17.04 **GENERAL**

- 17.04.01 The employee or the Union and the Company may have any witness present who can give relevant evidence on the matter in question.
- 17.04.02 Witnesses, who are employees of the Company, shall be given leave of absence for a time sufficient to permit them to appear as witnesses. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.
- 17.04.03 All decisions arrived at between management of the Company and the employee and/or the Union, shall be final and binding upon the Company, the employee and the Union. Decisions not appealed within the time limit prescribed, shall be final and binding upon the party or parties concerned.
- 17.04.04 All Union Regional Committee and Shop Committee activities are restricted to the point where the Committee is located.
- 17.04.05 At line stations, except Calgary, Edmonton, Ottawa, Mirabel and Halifax, grievances of a technical nature involving maintenance personnel, will be handled jointly by the appropriate local Manager and the General Manager - Line Maintenance, or designated representative.
- 17.04.06 With the exception of the First Level of the grievance appeal procedure, the hearing of appeals by the management levels listed may be delegated to a deputy but, in such cases, the deputy's decision becomes the final decision for that step of the appeal procedure. However, the Union may request that a specific grievance be heard by the senior line Manager listed on the charts rather than his designate in those grievances which involve significant issues at the location.
- 17.04.07 At the request of the District Lodge 140, a member from each affiliated Shop Committee may attend the Headquarters level disciplinary appeal hearings as an advisor to the General Chairpersons.

#### 17.05 **UNION/MANAGEMENT COMMUNICATIONS**

- 17.05.01 It is recognized that meetings between the Company and the Union, at all levels, are essential to the maintenance of good employee relations and the establishment of mutual trust and respect.

17.05.02 The Company shall discuss, with the various Shop Committees of the Union, matters involving the employees under this Agreement. At all points where Shop Committees have been constituted, two (2) regular meetings between the designated officials of the Company and the Shop Committee shall be held each month. Such meetings will be held during regular working hours without loss of time to committee men, unless otherwise mutually agreed. Where mutually agreed by the Shop Committee and designated Company officials, the meetings may be held at less frequent intervals or as required, subject to joint agreement.

17.05.03 The Committee of General Chairpersons of District Lodge 140 will discuss with Company Headquarters Representatives, overall matters involving policy, interpretation, etc., affecting the whole system. The Committee will meet with the Company at least once every quarter. The work of this Committee must not detract from the functioning of the recognized Regional Shop Committees.

These meetings will also include, as required, matters of mutual concern relating to the Employee Assistance Program, Employment Equity and National Health and Safety issues. District Lodge 140 Coordinators for Safety & Health, Employment Equity or Employee Assistance may be in attendance for the period of time when matters relating to their functions are addressed as an agenda item.

17.05.04 Meetings referenced in 17.05.02 and 17.05.03 shall not be considered as being in lieu of the established grievance procedure.

17.05.05 The National President and Directing General Chairperson, District Lodge 140, or designated representative, shall be the point of contact between the Union and representatives of Company Headquarters. Where such contacts are through the medium of correspondence, the letters, in all cases, will be addressed to or signed by the above-referenced General Chairpersons with a copy to the other General Chairpersons.

17.05.06 Any matter initiated by the Company at Headquarters Level for discussion with the Union, shall be handled by the appropriate Company representatives with the General Chairpersons. Any matter of a local nature initiated by a Company representative at a level below that of Headquarters, shall be handled by him with the appropriate Shop Committee/General Chairperson or Shop Steward.



**17.06 GRIEVANCE & DISCIPLINE APPEAL LEVELS**

**17.06.01 GRIEVANCE AND DISCIPLINE APPEAL LEVELS - TECHNICAL OPERATIONS**

| GRIEVANCE APPEAL LEVELS | DORVAL                                                                       | VANCOUVER WINNIPEG                                                           | CALGARY EDMONTON                                                                          | TORONTO                                                 | OTTAWA MIRABEL HALIFAX                                                       | LINE STATIONS (EXCEPT OTTAWA, EDMONTON, CALGARY, MIRABEL & HALIFAX)                                | DISCIPLINE APPEAL LEVELS     |
|-------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|---------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|------------------------------|
| THIRD LEVEL             | CORPORATE LABOUR RELATIONS<br>GENERAL CHAIRPERSONS                           |                                                                              |                                                                                           |                                                         |                                                                              |                                                                                                    | STEP III, IV & V DISCIPLINES |
| SECOND LEVEL            | DIRECTOR/<br>GENERAL MANAGER*<br>OR<br>DESIGNATED REP.<br><br>SHOP COMMITTEE | DIRECTOR/<br>GENERAL MANAGER*<br>OR<br>DESIGNATED REP.<br><br>SHOP COMMITTEE | GENERAL MANAGER*<br>OR<br>DESIGNATED REP.<br><br>GENERAL CHAIRPERSON<br>OR SHOP COMMITTEE | DIRECTOR<br>OR<br>DESIGNATED REP.<br><br>SHOP COMMITTEE | DIRECTOR/<br>GENERAL MANAGER*<br>OR<br>DESIGNATED REP.<br><br>SHOP COMMITTEE | GENERAL MANAGER*<br>OR<br>DESIGNATED REP.<br><br>GENERAL CHAIRPERSON<br>OR DESIGNATED SHOP STEWARD | STEP I & II DISCIPLINES      |
| FIRST LEVEL             | STAGE II<br>TEAM LEADER<br><br>CHIEF                                         | STAGE II<br>TEAM LEADER                                                      | MAINTENANCE<br>MANAGER                                                                    | STAGE II<br>TEAM COORDINATOR<br>OR                      | TEAM LEADER<br>OR MTCE.<br>MANAGER                                           | LOCAL<br>MANAGER<br>OR<br>SUPERVISOR                                                               |                              |

|  |                                                                                    |                                                                                              |                 |                                                                                |                 |                 |  |
|--|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------|-----------------|-----------------|--|
|  | STEWARD<br>-----<br>STAGE I<br>PRODUCTION<br>TEAM<br>LEADER<br><br>SHOP<br>STEWARD | SHOP<br>COMMITTEE<br>-----<br>STAGE I<br>PRODUCTION<br>TEAM<br>LEADER<br><br>SHOP<br>STEWARD | SHOP<br>STEWARD | SHOP<br>COMMITTEE<br>-----<br>STAGE I<br>TEAM<br>LEADER<br><br>SHOP<br>STEWARD | SHOP<br>STEWARD | SHOP<br>STEWARD |  |
|--|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|-----------------|--------------------------------------------------------------------------------|-----------------|-----------------|--|

\* The General Manager responsible for the applicable Division/Department.

17.06.02 **GRIEVANCE AND DISCIPLINE APPEAL LEVELS - AIRPORT & CARGO OPERATIONS**

| GRIEVANCE<br>APPEAL<br>LEVELS | TORONTO<br>DORVAL<br>MIRABEL                                            | VANCOUVER<br>WINNIPEG<br>OTTAWA<br>HALIFAX                              | CALGARY<br>EDMONTON                                                                                  | REGINA<br>SASKATOON<br>QUEBEC<br>ST-JOHN'S<br>SAINT JOHN<br>FREDERICTO<br>N<br>MONCTON                           | THUNDER<br>BAY<br>LONDON<br>CHARLOTTE-<br>TOWN<br>VICTORIA<br>VAL d'OR<br>ROUYN<br>SEPT ILES<br>STEPHENVIL<br>LE<br>SYDNEY<br>GANDER<br>SUDBURY<br>TIMMINS<br>NORTH BAY<br>WINDSOR | CARGO<br>RATING<br>UNIT<br>(MARKETING &<br>SALES<br>CARGO)<br><br>MONTREAL | DISCIPLINE<br>APPEAL<br>LEVELS         |
|-------------------------------|-------------------------------------------------------------------------|-------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|----------------------------------------|
| THIRD<br>LEVEL                | CORPORATE LABOUR<br>RELATIONS<br><br>GENERAL CHAIRPERSONS               |                                                                         |                                                                                                      |                                                                                                                  |                                                                                                                                                                                    |                                                                            | STEP III, IV &<br>V<br>DISCIPLINE<br>S |
| SECOND<br>LEVEL               | GENERAL<br>MANAGER<br>OR<br>DESIGNATED<br>REP.<br><br>SHOP<br>COMMITTEE | GENERAL<br>MANAGER<br>OR<br>DESIGNATED<br>REP.<br><br>SHOP<br>COMMITTEE | GENERAL<br>MANAGER<br>OR<br>DESIGNATED<br>REP.<br><br>GENERAL<br>CHAIRPERSON<br>OR SHOP<br>COMMITTEE | GENERAL<br>MANAGER<br>OR<br>DESIGNATED<br>REP.<br><br>GENERAL<br>CHAIRPERSON<br>OR<br>DESIGNATED<br>SHOP STEWARD | GENERAL<br>MANAGER<br>OR<br>DESIGNATED<br>REP.<br><br>GENERAL<br>CHAIRPERSON<br>OR<br>DESIGNATED<br>SHOP STEWARD                                                                   | MANAGER<br><br>GENERAL<br>CHAIRPERSON<br>OR<br>DESIGNATED<br>SHOP STEWARD  | STEP I & II<br>DISCIPLINE<br>S         |



17.06.03 GRIEVANCE AND DISCIPLINE APPEAL LEVELS - PURCHASING & SUPPLY

| GRIEVANCE<br>APPEAL<br>LEVELS | DORVAL                                                                              | MIRABEL                                                              | TORONTO                                                                              | VANCOUVER<br>WINNIPEG                                                           | DISCIPLINE<br>APPEAL<br>LEVELS  |
|-------------------------------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------|
| THIRD<br>LEVEL                | <div> CORPORATE<br/>LABOUR RELATIONS GENERAL CHAIRPERSONS </div>                    |                                                                      |                                                                                      |                                                                                 | STEP III, IV & V<br>DISCIPLINES |
| <u>SECOND<br/>LEVEL</u>       | <u>GENERAL<br/>MANAGER<br/>OR<br/>DESIGNATED REP.</u><br><br>SHOP<br>COMMITTEE      | GENERAL<br>MANAGER<br>OR<br>DESIGNATED REP.<br><br>SHOP<br>COMMITTEE | GENERAL<br>MANAGER<br>OR<br>DESIGNATED REP.<br><br>SHOP<br>COMMITTEE                 | GENERAL<br>MANAGER<br>OR<br>DESIGNATED REP.<br><br>SHOP<br>COMMITTEE            | STEP I & II<br>DISCIPLINES      |
| FIRST<br>LEVEL                | STAGE II<br>MANAGER<br><br>CHIEF<br>STEWARD<br><br>-----<br>STAGE I<br>DUTY MANAGER | MANAGER                                                              | STAGE II<br>MANAGER<br><br>SHOP<br>COMMITTEE<br><br>-----<br>STAGE I<br>DUTY MANAGER | STAGE II<br>MANAGER<br><br>SHOP<br>COMMITTEE<br><br>-----<br>STAGE I<br>MANAGER |                                 |

|  |                 |                 |                 |                 |  |
|--|-----------------|-----------------|-----------------|-----------------|--|
|  | SHOP<br>STEWARD | SHOP<br>STEWARD | SHOP<br>STEWARD | SHOP<br>STEWARD |  |
|--|-----------------|-----------------|-----------------|-----------------|--|

17.06.04 **GRIEVANCE AND DISCIPLINE APPEAL LEVELS - DORVAL BASE CAFETERIA**

| GRIEVANCE<br>APPEAL<br>LEVELS | GRIEVANCE AND DISCIPLINE APPEAL LEVELS |                     | DISCIPLINE<br>APPEAL<br>LEVELS  |
|-------------------------------|----------------------------------------|---------------------|---------------------------------|
| THIRD<br>LEVEL                | CORPORATE LABOUR RELATIONS             | GENERAL CHAIRPERSON | STEP III, IV & V<br>DISCIPLINES |
| SECOND<br>LEVEL               | CAFETERIA MANAGER                      | SHOP COMMITTEE      | STEP I & II<br>DISCIPLINES      |
| FIRST<br>LEVEL                | SUPERVISOR OF CAFETERIA                | CHIEF STEWARD       |                                 |

## ARTICLE 18 - ARBITRATION

18.01 Disputes other than specific employee grievances or disciplinary or discharge appeals, may be submitted to arbitration by either the Company or District Lodge 140 provided the issue in question concerns the interpretation or alleged violation of any provision of this Agreement. The question as to whether or not any such issue is arbitrable may also be submitted to arbitration.

18.02 Should the Company and District Lodge 140 fail to reach an agreement upon a specific employee grievance dealt with under Article 17.03 and provided the grievance involves the interpretation or the alleged violation of any provision of this Agreement, or should District Lodge 140 be dissatisfied with the final decision of the Company rendered under Article 17.01, District Lodge 140 shall be entitled to submit the case to arbitration. The question as to whether or not any such issue is arbitrable may also be submitted to arbitration.

No dispute involving a specific employee grievance or disciplinary appeal shall be submitted to arbitration until it shall first have been handled through the preceding steps of the appropriate appeal procedure.

18.03 The party contemplating arbitration shall notify the other party in writing within thirty (30) clear calendar days after receipt of the decision or the action of their intent to arbitrate and within ninety (90) days will provide a selection of single arbitrators for review by the other party.

All such written notifications shall be forwarded by Faxcom.

18.04 Any decision not submitted to arbitration within the time limits referenced in Article 18.03, shall be final and binding upon the Company, the employee and the Union.

18.05 Within fifteen (15) days, the other party will confirm their agreement with one of the single arbitrators identified in the correspondence referenced in Article 18.03 or notify the other party, in writing, of their non-acceptance and provide an alternative selection of single arbitrators.

18.06 Following receipt of the advice regarding the selection of single arbitrators referenced in 18.03 and should the parties fail within thirty (30) clear calendar days, to agree on a single arbitrator, the Minister of Labour for Canada may be requested by the parties, acting jointly, or by either party acting separately, to appoint an arbitrator.

18.07 The arbitrator shall convene a meeting of the parties, take relevant evidence and make every effort to complete the hearing of the case within thirty (30) days of his appointment and to issue a written decision to the parties, within fifteen (15) days of the hearing.

18.08 The decision of the arbitrator shall be final and binding upon the Company, the employees and the Union.



- 18.09 The fees and expenses of the arbitrator shall be borne equally by each party.
- 18.10 The arbitrator shall not, in the case of a grievance appeal, make any decision inconsistent with the provisions of this Agreement, nor shall he alter, modify, or amend any part of this Agreement, but he shall have the authority to determine, except as limited by the Agreement, the compensation to which an aggrieved employee may be entitled.
- 18.11 In the case of disciplinary or discharge appeals, the arbitrator may either uphold the Company's final decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as he considers just and equitable.

| **18.12 UNASSIGNED**

**18.13 MEDICAL BOARD - DISABILITY PENSION**

In situations where there is disagreement regarding an employee's entitlement to a disability pension, the following will apply:

- a) The employee will file a grievance in accordance with Article 17.03.
- b) Should the matter not be resolved through the grievance process and the Union elect to exercise their rights under Article 18, the arbitral process will be replaced by a process involving a third party medical board as described below.
- c) The board will consist of three (3) members, one (1) selected by the Company, one (1) selected by the Union and a third who is mutually agreed upon.
- d) Each board member will be a medical Doctor with minimum qualifications to be agreed upon by the parties.
- e) Board members will be contracted to convene twice yearly for a period of three (3) days on agreed to dates.
- f) The specific grievance(s) to be presented to the board will be identified by the Union a minimum of forty-five (45) days prior to the scheduled date of the hearing.
- g) The medical board hearing will be cancelled if there are no specific grievances identified in accordance with item f).
- h) The cost of the medical board will be shared on a fifty-fifty (50/50) basis between the Company and the Union.

- i) There will be no change to Company rules/regulations as a result of this agreement.
- j) Board decisions will be final and binding on the parties.
- k) Additional administrative details regarding the functioning of this board will be discussed and agreed to through the UMCM process.

## **ARTICLE 19 - UNION ACTIVITIES**

19.01 Time clearance requests for Shop Stewards, Chief Stewards, Regional Shop Committees, Shop Committee duties; Union time clearance for Local or District Lodge activities will not be unreasonably withheld.

### **19.02 SHOP STEWARDS - SYSTEM**

- 1) It is essential that all time consumed by Union Shop Stewards be recorded and charged to the appropriate Work Order Number. Therefore, Shop Stewards must obtain clearance from their Supervisor before performing Union activities within their respective work areas. Under circumstances where the activity is outside their own work areas, they will obtain clearance from the Supervisor in the other work area before commencing such activities.
- 2) Shop Stewards must give a general description of the reason for their absence.
- 3) There must be a reasonable relationship between time spent on grievance investigation and grievance presentation. Any unreasonable ratio will be challenged and the Steward(s) will be expected to account for his time within reason.

### **19.03 CHIEF STEWARDS - DORVAL BASE**

A Chief Steward will be assigned to each of the areas of jurisdiction as follows:

Section 1 - Ground Equipment and Facilities Maintenance, Base Maintenance, Power Plant Maintenance, Power House Maintenance and Ramp Equipment Maintenance.

Section 2 - Aircraft Maintenance ('C' and 'D' Check Programs), Quality Aircraft, Non-destructive Test.

Section 3 - Unit Shops - Hydraulic, Pneumatic, Electrical, Fuel, Instrument, Avionics, Wheel & Brake, applicable Shop Inspectors, Avionics/Electronics Standards and Automated Test Equipment Test Development.

Section 4 - Aircraft Metal & Plumbing Shop, Paint Shop, Finishing Shop and applicable Shop Inspectors.

Section 5 - Line Maintenance.

Section 6 - Power Plant Shops, Power Plant and Aircraft Machine & Fitting Shop, Power Plant Metal & Welding Shop, Process Shop (including Paint) and Quality Power Plant.

Section 7 - Purchasing & Supply - Main Stores (including Materials Inspection) Commissary Stores, Flight Support Equipment Stores, Power Plant Stores & Advertising Stores.

Section 8 - Dorval Base Cafeteria.

The time consumed in Chief Steward Grievance Investigation will be borne by the Company to the extent of the following maximum monthly hour limitations:

|                      |                         |                |
|----------------------|-------------------------|----------------|
| Technical Operations | - Section 1-6 inclusive | 130 hours      |
| Purchasing & Supply  | - Section 7             | 22 hours       |
| Cafeteria            | - Section 8             | 22 hours       |
| TOTAL:               |                         | 174 hours max. |

and is chargeable to Job Order 913151. The time consumed by Chief Stewards in excess of the maximum hourly limitations will be borne by the Union and is chargeable to Work Order Number 91321751.

The time consumed in Chief Steward Grievance presentation will be borne by the Company and is chargeable to Work Order Number 913152.

There must be a reasonable relationship between time spent on grievance investigation and grievance presentation. Any unreasonable ratio will be challenged and the Chief Steward(s) will be expected to account for his time within reason.

In addition to normal duties, Chief Stewards will be authorized to participate in Shop Committee meetings with management when the issue being discussed at First Level and Second Level involves their section. Time consumed by Chief Stewards while acting as an additional member of the Shop Committee, as outlined in this item, will also be borne by the Company and is chargeable to Work Order Number 913112.

Before performing their function within their own work area, Chief Stewards will obtain clearance from their Supervisor. In cases where the activity is outside their own work area, they will obtain permission from their Supervisor before leaving the job, will indicate the anticipated duration of their absence and advise the Supervisor in the other work area before commencing their activities.

A Chief Steward may only use Work Order Numbers 913151 or 913152 when lost time is being paid for by the Company with the exception of time spent acting as an additional member of the Shop Committee which is charged to Work Order Number 913112.

Although every effort will be made, it may not always be possible to release the Chief Steward at the precise time requested.

#### 19.04 **UNION REGIONAL SHOP COMMITTEES**

Union Regional Shop Committees are established at Dorval, Toronto, Winnipeg and Vancouver as follows:

**a) Technical Operations, Dorval Base Cafeteria, and Purchasing & Supply - Dorval Base**

- 1) The Committee will be comprised of one (1) Chairperson and two (2) additional employees, all full-time.

**b) Airport & Cargo Operations - Dorval**

- 1) The Committee will be comprised of a Chairperson and one (1) additional employee, both full-time.

**c) Technical Operations and Purchasing & Supply - Toronto**

- 1) The Committee will be comprised of a Chairperson and one (1) additional employee, both full-time.

**d) Airport & Cargo Operations - Toronto**

- 1) The Committee will be comprised of a Chairperson and two (2) additional employees, all full-time.

**e) Technical Operations and Purchasing & Supply and Airport & Cargo Operations - Winnipeg**

- 1) The Committee will be comprised of three (3) employees.
- 2) The Chairperson and one (1) additional employee, both full-time.
- 3) One (1) additional employee to participate, as required, to a maximum of twenty (20) hours investigation per week, with no set daily limit.
- 4) Grievance presentation as required.

f) **Technical Operations and Purchasing & Supply and Airport & Cargo Operations - Vancouver**

- 1) The Committee will be comprised of three (3) employees.
- 2) The Chairperson and one (1) additional employee, both full-time.
- 3) One (1) additional employee to participate, as required, to a maximum of twenty (20) hours investigation per week, with no set daily limit.
- 4) Grievance presentation as required.

**NOTE:** The above understanding is dependent upon the Chairperson and Committee Members providing the Company with a bi-weekly distribution of Committee functions by Work Order Number (i.e., 913111 - Grievance Investigation and 913112 - Grievance Presentation) and is subject to maintaining a reasonable relationship between the time spent on Grievance Investigation and Presentation. Any ratio considered unreasonable will be reviewed with the Committee and processed as required.

19.05 **UNION SHOP COMMITTEES**

Union Shop Committees are established at Ottawa, Calgary, Edmonton, Mirabel and Halifax as follows:

**Shop Committees - Ottawa, Calgary, Edmonton, Mirabel, Halifax**

- 1) These Committees will be comprised of two (2) employees.
- 2) Due to the limited size of the operation at these locations, the Shop Committees will follow their regular shift and act on the Committee as required.
- 3) Time, as required, does not have to be for an entire shift. When part of a shift has been scheduled, such time clearance will be for a continuous period.
- 4) Every effort will be made to advise the Company, in advance, of the time needed to perform Union activities.
- 5) Every effort will be made by the Company to schedule employees time off to perform Union duties.

6) Such requests will not be unreasonably denied.

**NOTE:** The above understanding is dependent upon the Chairperson and Committee Members providing the Company with a bi-weekly distribution of Committee functions by Work Order Number (i.e., 913111 - Grievance Investigation and 913112 - Grievance Presentation) and is subject to maintaining a reasonable relationship between the time spent on Grievance Investigation and Presentation. Any ratio considered unreasonable will be reviewed with the Committee and processed as required.

#### 19.06 **SHOP COMMITTEE ACTIVITIES**

All Union Regional Shop Committee and Shop Committee activities are restricted to the point where the Committee is located.

In addition to carrying out the responsibilities of a Shop Committee, the Union Regional Shop Committee is the contact point for closing Promotional Bulletins and Vacancy Notices and they handle Second Level Grievance and First Level Discipline Appeal cases.

#### 19.07 **CLEARANCE OF UNION TIME - LOCAL OR DISTRICT LODGE ACTIVITIES**

The Company does not want to restrict in any way the legitimate functions of Union Representatives; therefore to ensure an orderly approach to clearance of time for Union activities, the following procedures will apply:

- a) All clearance of time for Union activities must be in writing, at least seven (7) calendar days prior to the time required. However, the Company recognizes that it may not always be possible to give seven (7) calendar days notice due to unusual circumstances and is prepared, within reason, to give consideration to such cases.
- b) Any changes to the original clearance must be received in writing at least three (3) working days prior to the time required.
- c) Every effort will be made to release Union Representative(s) on the date(s) requested. The Company will endeavour to advise the employee(s) of their decision as soon as possible. However, it may not always be possible to release an employee for Union activities. Under circumstances where it is not possible to release Union Representative(s) on the date(s) requested, the employee(s) involved, the appropriate Local/District Lodge and Labour Relations Manager will be verbally advised of the reason Production Supervision are unable to comply with the request.

Upon receipt of written request from the appropriate Local/District Lodge, the Labour Relations Manager will confirm the reason in writing.

Where the Company has agreed to release employee(s) for Union activities, such decisions will not be rescinded (within the forty-eight hour period immediately preceding the agreed-to time off), except under extenuating circumstances.

- d) All authorization for time clearances from the Local Lodges must be coordinated by the President or his designated representative.
- e) All authorization for time clearances from the District Lodge must be coordinated by the National President and Directing General Chairperson, District Lodge 140 or his designated representative.
- f) With respect to the replacement of R.D.O.'s lost while on Union activities, the Company will continue to make every effort to grant compensatory time off, regardless of whether the time off is chargeable to the Company or the Union. However, where the time off is chargeable to the Company and it is not possible to release such employee(s), the Company has no other reasonable alternative but to exercise the option of a straight time credit.
- g) Time consumed on Union activities which are chargeable to District Lodge 140, will be charged to Work Order Number 9132148.
- h) Time consumed on Union activities which are chargeable to the Local Lodge, will be charged to the following Work Order Numbers.

Local Lodge 714 - W.O. 9132714  
Local Lodge 1751 - W.O. 91321751  
Local Lodge 2323 - W.O. 91322323  
Local Lodge 2324 - W.O. 91322324

#### 19.08 **UNION BUSINESS - GENERAL**

The Union will pay for all time dedicated solely to Union business, such as executive committee meetings, stewards meetings, election of stewards or any other activity previously allowed, on the basis of individual approval.

#### 19.09 **NEGOTIATING COMMITTEE**

The Company will pay the salary of eight (8) members of the Union Negotiating Committee during direct negotiations. Time consumed during Union Pre-Negotiations and periods not in direct negotiations will be charged to the applicable Local/District Lodge Work Order Numbers which will be provided to the Company with the respective time clearances.

#### 19.10 **TRAVEL CREDITS**

Under circumstances where an employee is required to travel from and to his Home Base while on Union business, one extra day account travel will be allowed in each direction in cases where the scheduled flight leg(s) is more than two (2)

hours duration.



An employee will be expected to travel on his own time, where the scheduled flight leg(s) is two (2) hours or less. However, under extenuating circumstances (e.g., combination of employee's scheduled shift and meeting times) reasonable time will be allowed. In the event of any difficulties, the matter will be resolved with the appropriate General Chairperson/Local Lodge President or the Committee of General Chairpersons.

**19.11 R.D.O./VACATION INTERRUPTION - SPECIAL COMMITTEES/NEGOTIATIONS**

Under circumstances where the Company assumes the cost of the time involved for special committees and/or negotiations and vacation is interrupted, the number of days involved will be considered as vacation earned but not taken. Such vacation will be re-scheduled at a time mutually agreeable between the Company and the employee. It also was agreed that in cases where such employees meet with the Company or travel on an R.D.O., they will be given compensatory time off or, at the discretion of the Company, be credited with eight (8) hours at straight time.

**19.12 WORK ORDER NUMBERS - TIME CONSUMED IN UNION ACTIVITIES**

The applicable Work Order Numbers for all time consumed in Union business are as follows:

913111 Union Activities - Shop Committee Functions - Chargeable to the Company - Investigation

Includes all "Productive" time lost by Chairpersons and members of Shop Committees while carrying out the functions of their offices that are considered as acceptable charges to the Company, such as the investigation of grievances.

913112 Union Activities - Shop Committee Functions - Chargeable to the Company - Presentation

Includes all "Productive" time lost by Chairpersons and members of Shop Committees while carrying out the functions of their offices, such as the presentation of grievances in official discussions with Management representatives.

913113 Union Activities - Joint Training & Licensing Committee - Chargeable to the Company

**Includes:** a) All "Productive" time lost by the Chairperson and members of the Joint Training & Licensing Committee while carrying out the functions of their office.

- b) All "Productive" time lost by the Chairperson of the Joint Training & Licensing Committee, or his designated representative participating at the Second Level of the Appeal Procedure.

913121 Union Activities - Shop Steward Functions - Chargeable to the Company - Grievance Investigation

Includes all "Productive" time lost by the Steward while carrying out the functions of his office that are considered as acceptable charges to the Company, such as the investigation of grievances through discussions with the aggrieved party, Chief Steward or Shop Committee and in some cases, with the immediate Supervisor.

**NOTE:** Management has requested and the Union has agreed, that the time charged to this phase will be kept to a minimum.

913122 Union Activities - Shop Steward Functions - Chargeable to the Company - Grievance Presentation

Includes all "Productive" time lost by the Steward while carrying out the functions of his office, such as the presentation of grievances, while in official discussions with the immediate Supervisor.

91314 Union Activities - Negotiations - Chargeable to the Company

Includes all "Productive" time lost by designated members of the Union Negotiation Committee for which the Company accepts the responsibility salary-wise for the time spent in negotiations with the Company. Also included, is all "Productive" time lost by designated members of "Special Committees" (arising out of Negotiations) and for which the Company accepts responsibility salary-wise for the time spent in discussions with the Company.

Time charged to this Work Order Number, must be limited to absence previously authorized by the Office of the Director, Labour Relations - Technical Services and approved by the Headquarters Office of the Branch concerned.

913151 Union Activities - Chief Steward Functions - Chargeable to the Company - Grievance Investigation

Includes all "Productive" time lost by the Chief Steward while carrying out the functions of his office that are considered as acceptable charges to the Company, such as the investigation of grievances through discussions with the Shop Steward or Shop Committees and in some cases, with appropriate Supervision.

**NOTE:** Management has requested and the Union has agreed that time charged to this phase, will be kept to a minimum. It has been further agreed that time charged to this Work Order Number in excess of the monthly Branch limitations provided for, will be allocated to Work Order Number 91321751 and as such, will be chargeable to the Union.

913152 Union Activities - Chief Steward Functions - Chargeable to the Company - Grievance Presentation

Includes all "Productive" time lost by the Chief Steward while carrying out the functions of his office, such as the presentation of grievances, while in official discussions with Management representatives at First Level, Stage II.

9132 + Union Activities - General - Chargeable to the Union  
Local (Appropriate Local Lodge)  
Lodge

Number Includes all "Productive" time lost to recognized Union activities for which the appropriate Local Lodge accepts complete responsibility, such as Union Conventions, Election of Stewards and Chief Stewards and meetings called by the Union to discuss and/or perform internal Union business. Examples of the latter are Steward and Chief Steward meetings, Executive Committee meetings, pre-negotiations, audits, tellers, Union-requested witness, additional representatives at Third Level Appeals, etc. Also included is all "Productive" time lost by designated members of the Union Negotiating Committee for which the Union accepts complete responsibility for time spent in negotiations with the Company.

(e.g.,  
91321751)

**Exceptions:** Where Steward elections are carried out, only the time consumed by the Union official(s) conducting the election is chargeable to this Work Order Number.

9132148 Union Activities - General - Chargeable to the Union District Lodge 140

Includes all "Productive" time lost due to recognized Union activities for which District Lodge 140 accepts complete responsibility, such as attendance at District Lodge Executive Board meeting, performance of specific District Lodge functions, etc.

**NOTE:** The Union has agreed that requests for time off to perform District Lodge functions will be clearly identified as such to ensure that all "Productive" time lost as a result will be correctly charged to Work Order Number 9132148.

913153 Union activities - Employee Assistance Program (EAP) - Chargeable to the Company

Includes all "productive" time lost by any employee while carrying out the functions of an identified and approved Regional Employee Assistance Program (EAP) Union Representative and/or "productive" time lost by any employee participating in approved EAP activities such as attending quarterly meetings, special EAP projects/assignments and EAP training.

**19.13 POSTING OF UNION NOTICES**

The Union shall have the right of posting Union notices of direct interest to the employees at all locations at which Union members are employed.

The Union undertakes to supervise the material posted so that offensive matters will not be posted.

**19.14 UNION REPRESENTATION**

- 19.14.01 Employees accepting full time employment within District Lodge 140 of the Union as representatives of the employees covered by this Agreement, shall be granted a leave of absence by the Company. The Union will advise the names of such employees, the term of the leave of absence being requested and the specific purpose for the leave.

An employee on leave of absence for this purpose shall retain and continue to accrue seniority and Company service.

These employees shall have all benefits and privileges continued in effect during such leaves. The Union shall pay the Company and the Union employee contributions for costs incurred for Employee Benefit Plans.

Other terms, conditions and administrative details of the leave of absence will be as per the letter from the Company dated June 15, 1997.

- 19.14.02 The elected representatives above, provided they are employees on leave of absence from the Company, will be provided with, necessary air transportation within Canada in accordance with Company Regulations during their terms of office for use in connection with their work related to Air Canada and to the extent permitted by law.

## ARTICLE 20 - GENERAL PROVISIONS

### 20.01 UNIFORMS

A cleaning allowance of Twenty Dollars (\$20.00) per month will be paid to those employees required to wear dress uniforms and deal with the public, i.e.,

Cargo Rating Unit Specialist  
Lead Customer Service Agent - Airports  
Customer Service Agent - Airports  
Lead Customer Service Agent - Weight & Balance  
Customer Service Agent - Weight & Balance  
Lead Customer Service Agent - Cargo  
Lead Customer Service Agent - Baggage  
Lead Customer Service Agent  
Customer Service Agent

NOTE: The amount of the cleaning allowance will be increased to Twenty-five dollars (\$25.00) on July 1, 2001.

20.01.02 All Customer Service Agents will be required to wear the standard Air Canada dress uniform. The Company will supply name brevets.

20.01.03 In the case of employees in the Dorval Base Cafeteria, the Company will supply and launder uniforms and other wearing apparel required by the Company. Uniforms and wearing apparel remain Company property.

### 20.02 MEDICAL ATTENTION

Employees injured while at work shall be given medical attention at the earliest possible moment and employees shall be permitted to return to work when approved by the Company Doctor, without signing any release of liability pending the disposition or settlement of any claim for damage or compensation.

### 20.03 ORDERS IN WRITING

20.03.01 All orders to a permanent employee involving a change in location or assignment, promotion, demotion, dismissal, lay-off, disciplinary action and leave of absence shall be stated in writing, copy of such orders being supplied to the local Shop Committee.

20.03.02 Employees whose period of term employment is terminated, will be given orders, in writing, covering such termination and a copy of such orders will be supplied to the local Shop Committee.

**20.04 WORKING IN INCLEMENT WEATHER**

Except as may be required by the operation, employees shall not be required to work on aircraft outside of hangars during inclement weather.

**20.05 SAVING CLAUSE**

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

20.05.02 Where the provisions of this Agreement are at variance with the Company Regulations, the former shall take precedence.

**20.06 CHECK-OFF OF UNION DUES**

20.06.01 Effective January 1, 1954, the Company shall deduct, on the payroll for the first pay period of each month, from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equivalent to the monthly union dues of the Union, subject to the conditions set forth hereunder.

20.06.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement, except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.

20.06.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge. Membership shall not be denied for reasons of race, national origin, colour or religion.

20.06.04 Deductions shall commence on payroll for the first pay period of the calendar month, following completion of thirty (30) calendar days, after date of employment in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first pay period of the calendar month following completion of thirty (30) days after date of last entry into the Company.

20.06.05 If the wages of an employee, payable on the payroll for the first pay period of any month, are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages, the dues not deducted in an earlier month.

- 20.06.06 Only payroll deductions, now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 20.06.07 The amount of dues deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.06.08 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deduction or for making improper or inaccurate deductions or remittance. However, in any instances in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted, pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.
- 20.06.09 The question of what compensation, if any, shall be paid the Company by the Union in recognition of services performed under 20.06, shall be left in abeyance, subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 20.06.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls, or to be made by the Company pursuant to 20.06 of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own costs of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expense suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

## 20.07 SUB-CONTRACTING

20.07.01 Sub-contracting will normally only be resorted to in situations such as the following:

- a) To finalize development of a proprietary unit.
- b) Where the nature or volume of the work is such that it does not justify the capital or operating expenditure involved.
- c) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.
- d) To meet an emergency condition.

20.07.02 The Company agrees to advise the Union, in writing, of an intent to sub-contract, a minimum of thirty (30) days prior to the actual sub-contract. In an emergency, or in situations of a requirement of the service, the Union will be advised, as soon as possible, in conjunction with the need being known. Notification will be given to the Shop Committee/Steward at the point and the appropriate General Chairperson. This advice will contain such information as the number of units or services involved, anticipated duration, and reasons for the sub-contract, as applicable.

20.07.03 Either the Shop Committee or the General Chairperson will be allowed a review of the sub-contracting situation. Such reviews will be conducted in conjunction with the normal communication processes established between the Company and the Union. For significant sub-contracts, such reviews may be initiated by the Committee of General Chairpersons with Labour Relations at the Headquarters Level (UMCM). Such reviews will be conducted in advance of the sub-contract where possible.

**NOTE:** In emergency/requirement of the service situations where the notice to the Union of sub-contract is less than thirty (30) days, such sub-contracts shall be subject to the normal review process.

20.07.04 The Company agrees to share with the Union the cost- benefit analysis information, if available, done in connection with any sub-contract and to provide the Union with the opportunity to present submissions in support of retaining the work within the bargaining unit.

20.07.05 The above situations refer to normal airline operational functions only and do not refer to items which are normally obtained from manufacturers or suppliers.

20.07.06 The Company further agrees that, prior to any layoff, District Lodge 140 will be allowed a review of any "sub-contracting" situations with a view to reassessment of the practicability of performing the work within the bargaining unit.

20.07.07 The leasing of equipment associated with normal airline operational functions will be handled in accordance with the policy outlined in this Article.

20.07.08 The Company agrees that the sub-contracting of work normally performed by classifications in categories covered by this Collective Agreement will not result in staff reduction of those permanent employees affected by the sub-contract.

## 20.08 **SAFETY AND HEALTH COMMITTEES**

20.08.01 While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating and monitoring all practices necessary to ensure the safety and health of employees, as well as ensuring the safety of all equipment.



- 20.08.02 Supervisors must be especially vigilant regarding both unsafe work habits of employees and work conditions and are required to act on any report by an employee of an unsafe work habit or condition.
- 20.08.03 An employee who observes an unsafe condition or act that he cannot personally correct, shall notify his Supervisor or refer it to his Steward who will advise the Supervisor. Where the employee or the Steward is not satisfied that the Supervisor has, in a reasonable period of time, effectively dealt with the situation, the matter shall be referred to the appropriate Safety and Health Committee.
- 20.08.04 Where the Company has, in accordance with the Code, authorized the establishment of a Committee, it shall consist of a number of employees who exercise managerial functions and a number who do not; at least half of the members must be employees who do not exercise managerial functions and have been selected by the Union.

**NOTE:** Where a Committee has not been authorized any safety and health item, should be promptly dealt with on a local basis by a designated employee who exercises managerial functions and one who does not.

- 20.08.05 The number of committee members will be determined at each location, but the number should be large enough to permit productive interaction while small enough to keep the committee manageable. The number of committee members should not in any case be less than four (4) nor more than twelve (12).
- 20.08.06 The committee member's term of office shall be two (2) years, but any member may be re-appointed; the employee representatives on the committee shall be appointed by the Union.
- 20.08.07 A committee shall have two Co-Chairpersons of equal standing chosen from the members of the committee; one being an employee representative selected by the employee representatives on the committee and the other being a managerial representative selected by the managerial representatives on the committee.
- 20.08.08 The Company will post the names and work locations of all the members of any committee it has established in a conspicuous place or places where they are likely to come to the attention of the employees the committee represents.
- 20.08.09 The powers and functions of the committee(s) are:
- a) Shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
  - b) Shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;

- c) Shall cooperate with any occupational health service established to serve the work place;
- d) May establish and promote safety and health programs for the education of the employees represented by the committee;
- e) Shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- f) May develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g) Shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- h) Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- i) Shall cooperate with safety officers;
- j) May request from an employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- k) Shall have full access to all government and employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

Information received by such committees shall be treated as privileged information for the specific use of the committee for the item being discussed. Full access to such information will be provided to Safety Officers of Labour Canada.

- 20.08.10 Minutes of committee meetings shall be prepared in a format acceptable to the Regional Director of Labour Canada. The minutes must be approved and signed by the Co-Chairpersons before they are released for distribution and posting.
- 20.08.11 The Co-Chairperson selected by the managerial representative on the committee shall ensure that a copy of the minutes of each committee meeting is:
  - a) Posted at all work places within the area for which the committee is established; and

b) Is given to the Company, District Lodge 140 and the appropriate General Chairperson & Local Shop Committee for the area for which the committee is established.

20.08.12 The Company shall send a copy of the minutes of each committee meeting to the appropriate Regional Director of Labour Canada.

20.08.13 A committee will meet at least monthly during regular working hours or on an urgent basis, as a result of an emergency or other special circumstance. All meetings of the committee shall be called by the committee Co-Chairpersons. A majority of the members of a committee, at least half of whom are employees who do not exercise managerial functions, shall constitute a quorum.

20.08.14 A member of a committee will be granted such time from his work as is necessary to attend meetings or to carry out any other functions assigned by the committee Co-Chairpersons. Any time spent attending a meeting or carrying out any approved functions as a member of the committee shall be considered as time worked and covered by existing time recording procedures and the provisions of the Agreement.

**NOTE:** In the event that neither of the Co-Chairpersons are available, a Safety and Health Committee Member may discuss the circumstances surrounding a safety issue which he believes requires immediate attention, with the Supervisor involved.

20.08.15 No member of a committee is personally liable for anything done by him in good faith while carrying out his role as a member of a Safety and Health Committee.

20.08.16 Subject to the foregoing, a committee may establish its own procedures, rules and regulations. Committees may not, however, change work rules or procedures, allocate or commit Company funds or personnel without express approval of the appropriate management authority.

20.08.17 Matters not resolved by the committee, may be referred to the Safety Officer of Labour Canada.

20.08.18 The committee(s) will function within the spirit and intent of Part II of the Canada Labour Code, and consistent with the Corporate Guidelines, Safety & Health Committees, containing the terms of reference, structure, and operating principles agreed to between the Company and the Union for the operation and administration of Safety and Health Committee(s).

20.08.19 **Supervisor's Accident Report**

An employee involved in an accident will be provided with a completed copy of the Supervisor's Accident Report (ACF32), if he so requests.

#### **20.08.20 Corporate Safety Audits**

Where the Company conducts a Corporate Safety Audit, a local IAMAW Safety and Health Committee representative will be invited to participate in phases involving Airport & Cargo Operations, Purchasing and Supply, and Technical Operations areas.

Prior to participation in the Corporate Safety Audit process, individuals must attend related audit training which will be provided by the Company.

Safety and Health Committee representative's participation in subsequent Corporate Safety Audit review sessions and communication activities will be determined at the local level.

A copy of the section of the Corporate Safety Audit report relating to the specific area(s) will be available from the local Branch Manager on request by the local Safety & Health Committee. This information is considered to be privileged and is for internal and confidential use only.

#### **20.09 REORGANIZATION OF CORPORATE STRUCTURE**

In the event that 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 certificate issued by the Canada Labour Relations Board then in effect shall 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 the protection of employee seniority and other conditions of this Agreement. Failing settlement, the Canada Labour Code, Part I will apply.

- 20.09.01 The parties agree that in the event of a merger, amalgamation or acquisition involving an intermingling of employees, the joint position of the parties in any proceeding(s) involving the resolution of competing claims to seniority will be that preferential seniority provisions in any relevant collective agreement should be of no effect in establishing a merged seniority list.

#### **20.10 SEVERANCE PAY**

- 20.10.01 A permanent employee covered by this Agreement who has completed one (1) year of continuous service under this Agreement immediately prior to being laid-off, through no fault or action of his own, including lay-off resulting from merger or geographical relocation, shall receive severance pay as provided in 20.10.02, subject to the limitations and conditions set forth herein, but he shall receive no severance pay if any one or more of the following conditions exist.

- a) He exercises his seniority in order to remain in the employ of the Company or accepts transfer.

- b) He accepts any other employment with the Company or refuses to accept a job in his own or comparable work classification under this Agreement.
- c) He fails to exercise his seniority which would enable him to remain in the employ of the Company.
- d) The lay-off caused by an Act of God, a national war emergency, revocation of the Company's operating certificates or certificate, or grounding of a substantial number of Company aircraft for reasons beyond the Company's control.
- e) The off-duty status results from a strike, lockout or picketing of the Company's premises.
- f) He is on leave of absence on the effective date of lay-off. In the case of an employee on leave of absence due to illness on the date of lay-off, these provisions will become effective on the date that he is able and reports for work following termination of such leave of absence.
- g) His service is terminated as a result of discipline, retirement, medical reasons or resignation other than as a direct result of, or during a lay-off.

20.10.02 The amount of severance pay due under this Article shall be based on the length of actual straight time continuous service with the Company under this Agreement and shall be computed on the basis of the employee's regular straight time weekly rate at time of lay-off, as follows:

| If employee has completed                  |         | Severance Allowance |
|--------------------------------------------|---------|---------------------|
| 1 to 3 years                               | 2 weeks |                     |
| 3 years but less than 4 years of service   |         | 3 weeks             |
| 4 years but less than 5 years of service   |         | 4 weeks             |
| 5 years but less than 6 years of service   |         | 5 weeks             |
| 6 years but less than 7 years of service   |         | 6 weeks             |
| 7 years but less than 8 years of service   |         | 7 weeks             |
| 8 years but less than 9 years of service   |         | 8 weeks             |
| 9 years but less than 10 years of service  |         | 9 weeks             |
| 10 years but less than 11 years of service |         | 10 weeks            |
| 11 years but less than 12 years of service |         | 11 weeks            |
| 12 years but less than 13 years of service |         | 12 weeks            |
| 13 years but less than 14 years of service |         | 13 weeks            |
| 14 years but less than 15 years of service |         | 14 weeks            |
| 15 years but less than 16 years of service |         | 15 weeks            |
| 16 years but less than 17 years of service |         | 16 weeks            |
| 17 years but less than 18 years of service |         | 17 weeks            |
| 18 years but less than 19 years of service |         | 18 weeks            |
| 19 years but less than 20 years of service |         | 19 weeks            |
| 20 years and thereafter                    |         | 20 weeks            |

20.10.03 The employee eligible for severance pay shall receive such pay starting at the time of lay-off and payments for the amount due shall be at regular pay periods and continue until all severance pay credit is used, except that in no event shall any such pay be due after the effective date of recall or acceptance of other employment in the Company.

20.10.04 In the event that a laid-off employee is recalled or obtains other employment with the Company without having used all his severance pay, the unused time will be credited to his account; however, service for additional severance pay credits will only be accumulated from his date of recall to the position from which he was laid-off.

## 20.11 **EXPENSES**

Expenses payable to personnel for field work, regional relief and training assignments, away from home base, are specified herein for personnel covered by this Agreement.

### 20.11.01 **En route to and from Assignment**

Hotel and applicable per diem, limousine or taxi fare may also be claimed on the basis of actual and reasonable costs involved, including arrival and departure at the point of assignment as well as at home base.

### 20.11.02 **At point of Assignment**

Hotel, plus personal expenses - fifty dollars (\$50.00) per day, all inclusive, for personal expenses, which include meals, gratuities, laundry, valet service, etc.

(a) **FULL DAY** - when flight departure is before 4:00 p.m. or when return arrival at base is after 4:00 p.m. - fifty dollars (\$50.00)

(b) **HALF DAY** - when flight departure is after 4:00 p.m. or when return arrival at base is before 4:00 p.m. - twenty-five dollars (\$25.00)

**NOTE:** For purposes of this allowance, a day is said to begin and end at 4:00 a.m. The flight number on which the employee travelled must be recorded on Employee Expense Claim ACF151, showing the actual departure time and on the day of return, the actual arrival time of the flight.

20.11.03 Where overnight accommodation is not involved, employees will claim reasonable and necessary out-of-pocket expense only.

20.11.04 Providing the nature of the assignment permits, an employee electing to reside with relatives or friends will be entitled to claim Ten Dollars (\$10.00) per calendar day in lieu of the cost of a hotel room.

- 20.11.05 The Company will provide travel insurance for the travel days only in the amount of One Hundred Thousand Dollars (\$100,000.00) for the employee so assigned.
- 20.11.06 The per diem is primarily applicable within Canada and the Company will continue to establish an appropriate rate for outside Canada as required. In any event, the amount will not be less than the Canadian per diem. For field work, regional relief and training assignments in the United States, the per diem specified in 20.11.02 will be claimed in U.S. funds.
- 20.11.07 Single room accommodation, in hotels designated by the Company, will be made available for field work, regional relief and training assignments away from base. Where no accommodation can be found in designated hotels, employee is confined to comparable rates in other hotels.
- 20.11.08 Where employees are on training assignments away from their base for more than one (1) week, they will be allowed downtown hotel accommodation with Company provided transportation.
- 20.11.09 Daily transportation is not claimable unless special authorization is first obtained locally. However, any transportation or allowance provided regularly for local employees, will be made available.
- 20.11.10 Detailed expense accounts will be submitted.

20.12 **UNASSIGNED**

20.13 **EMPLOYEE PERSONAL FILE**

Although an employee's personal file is Company property, should employees be concerned with the contents, they may, in the presence of a management representative, review any area of the personal file. Such reviews must:

- a) Be arranged through the employee's immediate Supervisor,
- b) Be scheduled for a mutually convenient time and time involved in such reviews must also be reasonable.

The employees will, upon request, be provided with a copy of specific document(s) contained in the file which they have reason to believe are in error.

The above-referenced reviews may also be arranged with Personnel Services supervision under circumstances where an employee is on a Regular Day Off (R.D.O.).

## 20.14 LANGUAGE OF AGREEMENT

Collective Agreements are to be published and preferably executed, simultaneously in English and French, but may be distributed in either language when the employee's preference has been previously determined; in the event there is a difference between the English and French versions of the Collective Agreement, preference is to be given to the version thereof that best corresponds to its true spirit, intent and meaning as originally negotiated and best ensures the attainment of its objectives as agreed upon between the parties.

## 20.15 OFF-DUTY STATUS

20.15.01 The Union acknowledges the Company's right to place employees on "off-duty status without pay" under circumstances where the Company discontinues its revenue operations due to an Act of God, national war emergency, revocation of the Company's operation certificates or certificate, strike, lockout or picketing of the Company's premises, grounding of a substantial number of Company aircraft or other circumstances over which the Company has no control.

20.15.02 The General Chairpersons will be informed of the Company's intention to place employees on "off-duty status without pay" and the general handling of employees covered by the Agreement will be reviewed. At each point where employees are affected, local Union representatives will be advised of detailed handling.

20.15.03 Employees will be given a minimum of twenty-four (24) hours notice of intended action before being placed on "off-duty status without pay". Where such notice is verbal, it will be subsequently confirmed in writing. In any event, "off-duty status without pay" will not commence until twenty-four (24) hours after cessation of service.

20.15.04 Where employees are retained or returned to duty to perform required work, senior qualified employees shall be assigned on the basis of classification seniority in the category at the point. However, employees in above basic classifications will be assigned, at the point, to the next highest above basic classification in the category in which currently employed and in which they hold seniority and for which there is a staffing requirement. Such assignments will be subject to the ability of the employee to perform the function of the above basic classification. Exceptions may be made where special skills or job continuity is required. In cases where it is decided to carry on scheduled training programs, those employees already involved shall be retained.

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**NOTE 1:** Categories 3, 4, 5, 6, 9 and 10 will be assigned to their former category/classification in which they hold seniority.

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**NOTE 2:** The scheduling process in the application of assigning employees to above basic classifications as above, will not attract any special compensation for a change in shift schedule. Each affected employee's days on/days off will be balanced over the time period



immediately preceding, during and following the period of off-duty status.

**NOTE 3:** Any errors in the administrative process, in the application of assigning employees to above basic classifications as above, will be corrected within seventy-two (72) hours of the error being identified to the Company by either the affected employee or the Union. Such errors will not be subject to the grievance procedure or any compensation for the period of time involved.

- 20.15.05 The Company will not discriminate against Union members with respect to clerical employees working in close relationship to employees covered by the Collective Agreement. This provision has no application to managerial, supervisory or confidential personnel in matters relating to labour relations.
- 20.15.06 Where employees covered by the IAMAW Agreement are placed on "off-duty status without pay", other employees will not perform work that is normally done by employees of the bargaining unit.
- 20.15.07 No overtime will be worked in a classification/category at the point while employees are on "off-duty status" in that classification/category.
- 20.15.08 An employee on leave of absence without pay will retain his current status until the scheduled termination of such leave at which time the employee is placed on "off-duty status".
- 20.15.09 Employees who are on vacation at the time, will continue on such vacation with pay for the dates of the actual vacation only.
- Employees whose vacations are scheduled to start after or during "off-duty status" will take such vacation with pay as scheduled. Such vacations will not be postponed or re-scheduled.
- 20.15.10 Company sick leave benefits will not be granted to an employee on "off-duty status". However, any illness during the period of "off-duty status" may be reviewed at the Company Headquarters Level upon request of the Committee of General Chairpersons. However, those employees who are in receipt of GDIP benefits will continue to receive same until their disability ceases, at which time they are placed on "off-duty status - without pay".
- 20.15.11 Deductions for insurance premiums will continue to be made on any "full" or "part" pay cheques issued. However, when pay has ceased, the Company will arrange to have coverage continued. The premiums will be deducted from pay cheques after return to work.

20.15.12 In off-duty status situations as outlined in Article 20.15.01, employees will be provided, on a request basis, a one time opportunity to elect voluntary "Off-Duty Status Without Pay". Such requests will be approved, by the Company, subject to operational requirements. Such requests for voluntary "Off-Duty Status Without Pay" may not be changed regardless of the duration of the period of off-duty status. Such employees are also ineligible for short-term/ temporary return to work assignments unless identified, by the Company, as an operational requirement, and the employee must then return to work in accordance with instructions received.

## **20.16 TECHNICAL OPERATIONS/AIRPORT & CARGO OPERATIONS ORGANIZATION**

20.16.01 Technical Operations personnel at line stations are employed by the Technical Operations Branch and responsible to the appropriate General Foreman/Maintenance Manager for all technical requirements. They are, however, assigned to and under the jurisdiction of the appropriate Airport Manager for the purpose of delegation of duties, administration and discipline.

At Calgary, Edmonton, Ottawa and Mirabel, however, delegation of duties and discipline will be handled by Technical Operations Management assigned to these locations. The Airport & Cargo Operations Branch will continue to provide the administration services in these stations.

The technical requirements with respect to any one flight, however, are dependent upon such factors as the type of aircraft, its condition and whether or not snags are reported, together with the regulations as laid down in the appropriate Maintenance Instruction Manual. In the absence of technical requirements (the prime responsibility of Technical Operations personnel), these individuals will be called upon to perform Airport & Cargo Operations functions associated with the ground handling of flights. In the allocation of such Airport & Cargo Operations functions to a Mechanic, it is recognized that the normal practice is to attempt to assign duties of a semi-technical nature which may be involved.

With the above in mind, the extent to which such Technical Operations personnel will be called upon to perform Airport & Cargo Operations functions associated with the ground handling of flights, will be established in advance, between the appropriate Airport Manager and the General Foreman/Maintenance Manager for each flight schedule and type aircraft.

20.16.02 Airport and Cargo Operations personnel are employed by the Airport and Cargo Operations Branch and are normally responsible to the appropriate Airport and Cargo Operations Branch Management. Similarly, Technical Operations personnel are employed by the Technical Operations Branch and are normally responsible to the appropriate Technical Operations Branch Management. Where there are organizational requirements, Management personnel from the Technical Operations Branch, as designated by the Company, will be responsible to provide work direction, assign duties, complete administrative functions and deal with grievances and take disciplinary action as required for employees in the Airport and Cargo Operations Branch, or vice-versa.

## **20.17 PENSION PLAN**

20.17.01 Notwithstanding Rule 16 of the provisions of the Air Canada Pension Plan, no termination, modification or amendment shall be made to the provisions of the Plan which would increase the contributions required to be made by any employee covered by the Collective Agreement or would reduce or adversely affect any of the benefits, rights, privileges or options under the Air Canada Pension Plan of any such employee, or of any former employee or pensioner who, at the time of his termination of employment or retirement from the Company, was in a classification covered by the Collective Agreement or a predecessor thereto, or of any dependent, beneficiary or estate of such an employee, former employee or pensioner, while the Collective Agreement is in force between the Company and the Union without the consent of the Union. In the absence of such consent, either the Company's or the Union's desire to effect a termination of that Plan or the modification or amendment in whole or in part of any or all of its provisions upon or after the renewal, extension or replacement of the Collective Agreement by a successor thereto shall be subject to the same notice and negotiating conditions that are required for modifications or amendments to the Collective Agreement itself.

20.17.02 The Company will provide, on a System (Canada) basis, pre-retirement seminars to assist employees in preparing themselves for retirement. It is also agreed that the Company will review with the Union the program content prior to any change being implemented.

20.17.03 The Company will actuarially determine the assets and liabilities of the Air Canada Pension Plan - Canada with respect to Plan members in classifications covered by this Agreement.

The apportionment process used by the Company's actuaries will be similar to that process followed in determining the Plan's assets and liabilities attributable to other employee groups. The Union and the Union's actuaries shall have access to all pertinent information involved in finalizing this process.

It is understood that the members' share of the assets of the fund will remain in the fund for investment purposes and that costs normally borne by the fund will be charged to the members' share of the assets on a proportionate basis.

Effective January 1, 1983, in addition to the foregoing, separate ongoing accounting will be kept of member and Company contributions to the fund and disbursements made from the fund with respect to the Plan members covered by this Agreement.

For the purpose of this understanding, "member" and "member of the Union" shall include:

- a) Employees who are in classifications covered by this Collective Agreement between the Company and the Union;
- b) Former employees and pensioners who, at the time of their termination of employment or retirement from the Company, were in classifications covered by the above Collective Agreement or any predecessor thereto;
- c) Dependents, beneficiaries and estates of the employees, former employees and pensioners referred to in a) and b) above.

The provisions of the Air Canada Pension Plan - Canada applicable to members of the Plan shall be administered by a committee comprised of four (4) Union representatives who are members of the Plan and four (4) Company appointees.

## **20.18 DISCRIMINATION AND HARASSMENT**

**20.18.01 General:** Employees are entitled to work in an environment free of discrimination and harassment. Harassment is prohibited under the Canadian Human Rights Act and sexual harassment is prohibited under the Canada Labour Code. Discrimination and harassment deprive employees of dignity and respect, and are detrimental to a healthy work environment.

### **20.18.02 Definitions:**

**Discrimination and Harassment:** any conduct, comment or gesture, either overt or subtle, that is likely to be offensive to an individual and can be related to any of the ten (10) grounds of discrimination prohibited by the Canadian Human Rights Act: race, religion, sex, national or ethnic origin, marital status, family status, colour, age, disability, or a pardoned conviction.

**Sexual Harassment:** means any conduct, comment, gesture, contact of a sexual nature:

- a) that is likely to cause offense or humiliation to any employee; or
- b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

#### 20.18.03 Right of Employee:

- a) Every employee is entitled to employment free of discrimination and harassment.
- b) No article in this Collective Agreement detracts from an employee's rights contained in the Canadian Human Rights Act, Canada Labour Code or the Employment Equity Act.

#### **20.18.04 Responsibility of the Company:**

- a) The Company shall make every reasonable effort to ensure that no employee is subjected to discrimination and/or harassment.
- b) The Company will take appropriate disciplinary action in respect of an employee who subjects any other employee to discrimination and/or harassment.

#### **20.18.05 Complaints of Sexual Harassment**

- a) An individual who believes he/she has been sexually harassed may initiate a grievance at any of the steps of the grievance procedure. Alternatively, the grievance may be raised directly with the Manager, Human Rights and Equity Programs without foregoing the right to ultimately grieve under Article 17.03.

Grievances submitted pursuant to this Article, shall be treated with the utmost expediency and in the strictest confidence.

**NOTE:** Manager, Human Rights and Equity Programs  
Air Canada Centre  
Montreal International Airport (Dorval)  
P.O. Box 14000  
Postal Station St-Laurent  
Montreal, Quebec  
Canada H4Y 1H4

- b) The Company will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

## **20.19 EMPLOYEE ASSISTANCE PROGRAM**

20.19.01 The Company and the Union, as stated in the Joint Declaration between Air Canada and the Unions/Associations, fully support the intent and purpose of the Air Canada Employee Assistance Program, as outlined in Publication 717, Chapter 3. This program provides employees with a confidential referral service, to professional community resources dealing with a wide range of medical or social problems. The organizational structure of the Employee Assistance Program (E.A.P.) recognizes employee representatives from all employee groups.

20.19.02 In consideration of the size of the IAMAW membership and the unique aspects of the work environment, it is agreed to establish a special committee to deal with the various concerns of this group, consistent with the basic philosophy of the Employee Assistance Program.

20.19.03 The Committee will be comprised of:

Two (2) IAMAW EAP Coordinators

One (1) Management Representative

One (1) Representative from Medical Services

## **20.20 TECHNOLOGICAL CHANGE**

Where a technological change impacts on the job security and conditions of employment of employees, the Company is committed to employment security within the Collective Agreement for all employees who may be so affected.

20.20.01 In the event of a technological change, the Company will, as far in advance of the change as possible, enter into discussions with the Union at the Headquarters Level for the purpose of providing:

a) A detailed description of the nature of the proposed technological change;

b) The names of the employees who will likely be affected by the proposed technological change;

c) The rationale for the change and the impact it will have on the Company's efficiency and economy of operations; and

d) The Company's plan to minimize the impact of the technological change on the employees affected.

20.20.02 As a result of discussions outlined in 20.20.01 and where the scope of the technological change necessitates it, a committee will be established by the Union and the Company at the Headquarters Level.

The committee will be composed of General Chairpersons, management representatives and an appropriate number of employees of the Branch in the classification(s) affected by the technological change.

The Company shall provide the members of the committee with materials pertaining to technological change which may be required to ensure that the fullest discussion on such matters as re-training, change of work methods, reorganization of work, change to the method of organization, etc., will take place in an effort to implement change with the least possible disruption and with the maximum possible benefits to the Company and employees.

20.20.03 Notwithstanding the provisions of 20.20.01 and consistent with the provisions of the Canada Labour Code, the Company will provide the Union with written notice at least one hundred and twenty (120) days prior to the implementation date of the technological change, outlining:

- a) The nature of the technological change;
- b) The date on which the Company proposes to effect the technological change;
- c) The approximate number and type of employees likely to be affected by the technological change, and
- d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

## 20.21 **EMPLOYMENT SECURITY**

Employees declared surplus as a result of the loss of a ground handling contract covering Air Nova, Air Alliance, Air Ontario, Air BC, N.W.T. or future connector carriers where Air Canada has a majority interest, will not be subject to lay-off.

## 20.22 **JOB RELATED LIABILITY**

In cases where an employee's civil liability is involved or in cases where an employee is the subject of criminal proceedings as a result of acts committed within the exercise and limits of his duties, the parties will meet in a timely manner to discuss a response including provision of legal counsel.

## ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement is effective June 13, 1999 except as otherwise provided herein and shall continue in full force and effect until June 22, 2002 and shall be subject to variation by mutual agreement between the parties. This Agreement shall remain binding from year to year thereafter, unless notification in writing to amend, modify or change the Agreement is served by either of the parties hereto on the other; such notification to be served within four (4) months of the expiry date of this Agreement. In the event that notice is given of intended amendments, modifications or changes, this Agreement shall remain in force and effect while negotiations are being carried out for the arrangement of a new Agreement.

21.02 Letters of Understanding Nos. 6, 8, 11, 12 and 16, and amended Letters of Understanding Nos. 1, 3, 4, 5, 7, 9, 10, 13, 14, 15 and 17 will remain effective at the date of the signing of the Agreement. Letters of Understanding Nos. 19, 20, 22, 24, 25 and 26 become effective on June 13, 1999.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 20th day of July, 1999.

FOR AIR CANADA

FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

T.W. RABY

J. COLLIER

D.R. DALLINGER

M. AMBLER

F.B. SZEMENYEI

C. ATKINSON

M. BARRETTE

D. BOUCHER

D. BRADLEY

C. DACOSTA

O. DOREY

J. GAGNÉ

L. HUTCHISON

A. MACFARLANE

R. MARTIN

S. PROVENCHER

B. RICHARDSON

M. ST. JEAN

P. TILLEY



## LETTER OF UNDERSTANDING NO. 1 GROUP INSURANCES

### L1.01 **Group Life Insurance - (Publication 711, Chapter 4)**

The Company will pay the full cost of the Group Life Insurance premiums up to a maximum coverage of Fifty Thousand Dollars (\$50,000). Coverage in excess of Fifty Thousand Dollars (\$50,000) will be shared on a 50/50 basis. The level of coverage will be two and one-half times the basic annual salary up to a maximum of Sixty Thousand Dollars (\$60,000). The maximum level of coverage upon retirement will continue to be one-quarter of the amount of coverage being paid for by the Company up to a maximum of Ten Thousand Dollars (\$10,000).

### L1.02 **Group Disability Income Plan - (Publication 711, Chapter 6)**

The Company will pay the full cost of the Group Disability Income Plan Premiums.

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Effective August 1, 1999 for disabilities commencing on or after that date, the maximum "Basic Monthly Pay" covered by the plan is fifty-two hundred dollars (\$5,200.00).

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**NOTE:** Effective July 1, 2001 this amount will be increased to fifty-six hundred dollars (\$5,600.00).

Should employees be unable to return to work from a long term illness (GDIP) due to an inability to meet Company medical standards, the Company doctor involved will:

- a) Fill out the required GDIP application form stating the reasons that the employee is unable to return to work.
- b) Provide the employee with the completed application for his further handling with the Personnel Services office.

### L1.03 **Supplementary Health Insurance - (Publication 711, Chapter 9)**

The Company will pay the full cost of the Supplementary Health Insurance Premiums (Plan II).

Effective June 29, 1987, employees are covered for Hyperbaric Oxygen Therapy and Hyperbaric Chamber Treatment.

Effective July 1, 1997, employees are covered for psychologists' services, for 50% of the fee per visit to a maximum of five hundred dollars (\$500.00) per year - single coverage and one thousand dollars (\$1,000.00) per year - family coverage.

Effective August 1, 1995, employees are eligible members of the International SOS Assistance Access Program.

**L1.04      Group Dental Insurance - (Publication 711, Chapter 8)**

The Company will pay the full cost of the Group Dental Insurance Premiums.

Effective August 1, 1995, the maximum of covered dental expenses is fifteen hundred dollars (\$1,500.00) per calendar year per person; that is, fifteen hundred dollars (\$1,500.00) for the employee member and fifteen hundred dollars (\$1,500.00) for each eligible dependent.

Effective August 1, 1995, the maximum lifetime benefit for Orthodontic services, for dependent children under twenty-one (21) years of age, is two thousand dollars (\$2,000.00).

**L1.05      Vision Care Insurance - (Publication 711, Chapter 9)**

The Company will pay the full cost of the Vision Care Insurance Premiums.

Effective August 1, 1999, the maximum benefit level for eligible Vision Care expenses will be increased to two hundred dollars (\$200.00).

L1.06      The Company shall be the sole policy holder and administrator of the above-mentioned insurance plans.

L1.07      The benefit level of the above-mentioned insurance plans (L1.01 to L1.05) will be maintained for the duration of this Agreement.

Signed this 20th day of July, 1999

**FOR AIR CANADA**

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 2**

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**LETTER OF UNDERSTANDING NO. 3**  
**JOINT TRAINING COMMITTEE - AIRPORT & CARGO OPERATIONS**

**PURPOSE**

The purpose of this Joint Committee is to discuss and review training related matters in the Airport & Cargo Operations Branch, and contribute to the enhancement of the overall effectiveness and quality of training.

**MANDATE**

This Joint Committee will:

1. Review training issues and make recommendations to the Branch.
2. Act as a resource to the Branch with regard to training related matters.
3. Review and resolve system/national issues related to training.

**COMPOSITION OF THE JOINT COMMITTEE**

This Committee will be composed of the following:

- Four (4) representatives appointed by the Union.
- Management representatives (not to exceed four (4) in number).

It is understood that one (1) Labour Relations Representative and one (1) General Chairperson will be identified to perform a role of coordination of Committee activities, not Chairperson. These individuals (not Chairpersons) will be responsible to provide Collective Agreement interpretation, ensure the Committee mandate is respected and adhered to, and ensure that any issue that requires attention at UMCM is submitted to their respective Committees for handling.

**GENERAL**

Members of the Joint Training Committee shall be provided with a Terms of Reference, agreed to between the Company and the Union, for the operation of the Joint Training Committee.

Monetary and collective bargaining issues are not included in the mandate of the Joint Training Committee (unless input is requested by the UMCM).

Meetings of the Joint Training Committee will be established by the Committee members and scheduled as required.

Signed this 20th day of July 1999.

FOR AIR CANADA  
ASSOCIATION

FOR

INTERNATIONAL

OF MACHINISTS & AEROSPACE  
WORKERS

T.W. RABY

J. COLLIER

#### **LETTER OF UNDERSTANDING NO. 4 ABOVE BASIC SELECTION PROCESS**

The Company and the Union agree to the following formal selection process in support of the provisions contained in Article 16.11.05, for all above-basic classifications except Lead Station Attendant, Lead Cabin Servicing & Cleaning Attendant, Customer Service Agent, Customer Service Agent - Airports, Customer Service Agent - Weight & Balance, C.R.U. Specialist, and Aircraft Inspector.

L4.01 Employees must have passed a qualifying examination at least thirty (30) days prior to the issuance of the Promotional Bulletin or Vacancy Notice. Successful completion of this qualifying exam will be valid for a period of four (4) years at which time the employee must re-qualify in accordance with the foregoing.

L4.02 In the event an employee fails to achieve the 80% passing mark on the qualifying examination, one (1) rewrite within sixty (60) days of the effective date of the initial results will be permitted. If unsuccessful, the employee will be ineligible to attempt to qualify again for a period of one (1) year.

L4.03 Each eligible candidate will be given a structured interview conducted by a trained panel of one (1) Human Resources representative, one (1) Branch Manager, and one (1) Union representative. The candidate must achieve a 70% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, the following options are available to the candidate:

(1) The candidate may be re-interviewed following six (6) calendar months from this interview.

**OR**

(2) On a one time basis only, the candidate may request a second interview within sixty (60) calendar days from the first interview. Should the candidate fail this second interview, a one year waiting period will be required prior to any further structured interview for the same classification.

Passing interview scores for interviews for the same classification will be valid for a period of two (2) years from the effective date of the results of the interview.

L4.04 Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and the Union.

L4.05 Results of the Qualifying Examination and Structured Interview shall remain as a permanent record on the employee's personal file.

L4.06 Candidates who successfully complete the Qualifying Examination and Structured Interview will be deemed as having equal ability for the purpose of the provisions of Article 16.11.05, and accordingly the employee(s) possessing the greater seniority shall be awarded the position(s).

**NOTE:** In the case of a Mechanic, Category 1 or Category 38, requesting to write his initial A.M.I., he will first be required to successfully complete the Structured Interview provided for in L4.03.

Signed this 20th day of July, 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY J. COLLIER

**APPENDIX TO LOU #4**

June 8, 1995

Mr. L. Giuliani  
President & Directing General Chairperson  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Giuliani

**Subject: Application of the Letter of Understanding on Selection to Above Basic Classifications**

This will confirm the Company's agreement as follows relative to the application of Letter of Understanding No. 4, Above Basic Selection Process:

1. Eligible employees attending an interview in response to a Promotional Bulletin shall not lose any time. In addition, the Company will bear the cost of any necessary time off and travel expenses where the interview is conducted at other than the employee's current Point.
2. The Company will bear the cost for time off and expenses for necessary travel for any Union representative participating as a member of a Structured Interview Panel.
3. Time off for representatives appointed by the Union who participate in the joint development of Qualifying Examinations and Structured Interview Guides will be borne by the Company and charged to Work Order 91314.
4. Promotional Bulletins for affected above basic classifications will not be issued following the date of ratification pending introduction of the revised selection process.

Yours truly,

K.M. Kelly  
Director Labour Relations -  
Technical Services



**LETTER OF UNDERSTANDING NO. 5  
TRANSFER AND BUMPING TO/FROM CARGO AND/OR AIRCRAFT SERVICES**

L5.01 At stations where the Cargo Branch is operating a cargo terminal, Customer Service Agents, Lead Station Attendants and Station Attendants in Aircraft Services, who desire to transfer into the cargo terminal, shall so indicate in writing to their Manager with a copy to the local Union. Customer Service Agents, Lead Station Attendants and Station Attendants in the cargo terminal who desire to transfer to Aircraft Services, shall so indicate in writing to their Manager with a copy to the local Union. Transfer requests will be considered when a permanent vacancy is declared.

| L5.02 To be eligible for consideration, the request for transfer must be sent by FAX or postmarked at least thirty (30) days prior to the vacancy becoming available on a permanent basis. Each request for transfer, including copies, must be forwarded by FAX or Canada Post and will be considered active for a period of one (1) year.

L5.03 Customer Service Agents, Lead Station Attendants and Station Attendants who have been unable to transfer within one (1) year from the date of submitting their transfer request, will then be placed on the bumping list and be eligible to exercise bumping privileges providing there are permanent employees with less seniority in their own classification.

L5.04 Transfers of employees exercising "bumping privileges" will be activated once in a calendar year. Normally, these transfers will be coincidental with the introduction of the summer Flight Schedule (end of April) however, this date may be adjusted to meet local training and operational requirements.

Bumping to/from Cargo and/or Aircraft Services will be 7% of the total permanent staff by classification within the Cargo terminal but restricted to a maximum of 17 people within each classification.

At stations where the above would not apply, a minimum of one (1) Customer Service Agent, one (1) Lead Station Attendant and two (2) Station Attendants would be permitted to bump.

L5.05 Selection of employees for transfer who are exercising "bumping privileges" to/from Cargo or Aircraft Services, will be in accordance with L5.02, L5.03 and L5.04.

L5.06 Employees offered the opportunity to transfer must advise their Manager of their decision in writing within twenty-four (24) hours of the date of such offer. Failure to advise the Manager will be considered a declination of the transfer.

**NOTE:** Once an employee has confirmed "acceptance" in writing, the transfer must be accepted and he will not be eligible to transfer back for a period of one (1) year from date of transfer.

L5.07 This Letter of Understanding cancels and supersedes Item 6 of the 1966 Biller Agreement (Filling of permanent Station Attendant vacancies - Cargo warehouse and ramp). The remainder of the Biller Agreement will remain in full force and effect.

Signed this 20th day of July 1999.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 6  
STATUS OF MINUTES OF NEGOTIATIONS AND UMHQs**

The inclusion of some Minutes of Negotiation and Minutes of UMHQ meetings into the body of the main Agreement is not intended to change the meaning and application of those minutes, nor is it intended to make them any more or less important than the minutes which have not been included. They are included only for ease of reference.

Signed this 17th day of October 1985.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

G.C.B. SMITH

R.L. FONTAINE

**LETTER OF UNDERSTANDING NO. 7  
STATION CLOSURES/CENTRALIZATION OF WORK**

**L7.01 STATION CLOSURES**

- L7.01.01 In the event of a station closure or portion thereof, resulting from the withdrawal of service due to Company alliances or purchases, the Company is committed to the employment security of those employees affected by these changes. Furthermore, the Company will notify District Lodge 140 as soon as practicable of these changes.

To that end and should the aforementioned events result in permanent employees being declared surplus, the following will apply.

**OPTION 1 - TRANSFER**

- a) Permanent employees will be transferred to vacancies in their current classification.
- b) Employees in above basic classifications will be transferred to vacancies in lower classifications in which they hold seniority in the event that:
  - 1. No vacancies exist in their current classification.
  - 2. Their current classification is not currently active.

**NOTE 1:** Should 2. above be the prevailing condition, affected employees shall have the ability to select a new point of lay-off for the classification affected in which they hold seniority as well as up to three (3) other points of recall.

**NOTE 2:** Employees failing to designate a new point of lay-off for a classification shall be considered as having forfeited recall privileges in that classification and Article 16.16.09 (d) will apply.

- c) Above basic employees, who have accepted a transfer who are working in a lower classification, shall have their rate of pay and progression protected at the applicable rate of their former classification for a period not to exceed three (3) years, effective from date of transfer. Employees who decline recall to point of lay-off, shall have their salary protection adjusted, equivalent to the differential between their current status and the salary of the classification declined. In addition, employees who fail to bid on any above basic vacancies at their point during the protection period and it is determined they would have been the successful bidder, as well as declining to accept temporary relief assignments for which they are eligible, shall have their salary protection adjusted.

- d) Transfers will be at Company expense, in accordance with Company regulations.
- e) The aforementioned transfers shall not result in consequential lay-offs at the new point.

## **OPTION 2 - VOLUNTARY SEVERANCE**

Permanent surplus employees electing for voluntary severance will be provided with a termination award of two (2) weeks pay per year of Company service, to a maximum of fifty-two (52) weeks pay.

Such termination award may be converted as follows:

1. Lump sum cash payment
2. Time on payroll at full salary
3. Time on payroll at half salary (maximum 24 months)
4. Any combination of options 1, 2 or 3 above.

**NOTE:** Time on payroll under options 2, 3 or 4 above: Employees will receive service credits for pension purposes and will continue to be covered for the attained level of benefits and pass privileges with the exception of Group Disability Income Plan. Service would continue to accrue for pension and pass purposes but not for vacation entitlement.

## **OPTION 3 - LAY-OFF**

Employees who decline to select either Option 1 or Option 2 shall be placed on laid-off status and be permitted to exercise bumping privileges as provided in Article 16.15.

### **L7.02 CENTRALIZATION OF WORK FUNCTIONS - SALARY PROTECTION**

In the event the Company centralizes any work functions, current employees in the effected category/classifications who are declared surplus and who are not offered continued employment at the point, and who meet the requirements of the centralized work function, will be offered fully paid moves in order of seniority, subject to the number of positions identified at the new work location.

Employees declared surplus as a result of the centralization of a work function who are working in a lower classification due to exercising bumping privileges, shall have their rate of pay and progression protected at the applicable rate of their former classification for a period not to exceed three (3) years effective from date of layoff. Employees who decline recall to point of layoff, shall have their salary protection adjusted equivalent to the differential between their current status and the salary of the classification declined. In addition, employees who fail to bid on any above basic vacancies at their point during the protection period and it is determined they would have been the successful bidder, as well as declining to accept temporary relief assignments for which they are eligible, shall have their salary protection adjusted.

#### **L7.03 PROMOTIONAL BULLETINS**

In circumstances of station closure(s) or the centralization of a work function and where an employee has received a notice of lay-off, he will be eligible to bid for Promotional Bulletins addressing classifications in which he does not hold a seniority date and which are lower paying than his active classification prior to the effective date of lay-off.

#### **L7.04 WITHDRAWAL OF SERVICES**

In cases where the withdrawal of services results in a wholly or partially owned subsidiary or alliance partner providing a previous service, the Company will make reasonable efforts to ensure that, surplus permanent employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and

conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that the offers are made on the basis of seniority.

In addition, and subject to the availability of employment with the new employer and the ability to resolve such matters/arrangements with other involved parties (eg: the new company/Union) the Company will provide the following:

- A severance package equivalent to 50% of that referenced in L7.03 usable as wage make-up and/or moving allowance until the amount of the severance package is depleted.
- Accrual of seniority and Company Service for a period of two years.
- Participation in the Air Canada Pension Plan and continued Air Canada benefits for a period of two years.
- An ability to transfer in accordance with L7.02 during this two year period.

- Should the employee not elect to transfer in accordance with L7.02 within the two year period he will be considered to have resigned or be retired from Air Canada and lose all rights under this clause of the collective agreement.

Signed this 20th day of July 1999.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

## **LETTER OF UNDERSTANDING NO. 8 EXPEDITED ARBITRATION**

It is agreed that for the life of the current Collective Agreement, notwithstanding Article 18, it may be of mutual benefit to expedite the arbitration of appropriate grievances / disciplinary appeals on a type-trial basis in the Eastern and Central Seniority Divisions.

Recognizing the primary objectives of expedited arbitration to provide a timely, informal, and relatively inexpensive procedure for resolving grievances and disciplinary appeals, the parties agree to conform to the following guidelines:

- L8.01      Dates for expedited arbitration, and the selection of a sole arbitrator, shall be identified and mutually agreed in advance. Where the date cannot be utilized it will be made available for regular arbitrations in accordance with Article 18. If the date still cannot be utilized it will be made available for cases involving Air Canada and its other Unions. Fees and expenses for expedited arbitration shall be in accordance with Article 18.09, and similarly if dates cannot be utilized in the foregoing manner, the cost of the cancellation shall be divided equally between the parties;
- L8.02      Cases selected for expedited arbitration shall be subject to mutual agreement between Labour Relations and the Union. Following written notification from the Union of its desire to proceed with expedited arbitration, the Company shall confirm its agreement, or otherwise, not less than sixty (60) days prior to the desired date of hearing. Time permitting, multiple cases may be scheduled on the same date;
- L8.03      Cases agreed to for expedited arbitration shall be those where there are no preliminary objections and where there is prior agreement on the facts of the case, unless otherwise agreed by the parties in advance. The need for witness testimony and cross examination will be minimal, if at all. All documents, statements, etc., to be submitted as evidence at the hearing shall be subject to prior disclosure between the parties. Submission of any new evidence at the hearing stage shall be subject to mutual agreement. Only the employee and line management representative involved shall attend the arbitration in addition to the Union / Labour Relations representatives. Witnesses and/or observers may attend subject to prior notification to either party;
- L8.04      It will be the parties' intent at expedited arbitration to keep the process as informal as possible, avoiding procedural delays and an overly legalistic approach;
- L8.05      Opening comments and argument will be concise and limited to brief statements of relevant facts and rationale for the respective positions. Jurisprudence will be limited to that which is deemed to support the respective positions of the parties, with copies prepared and provided in advance of the hearing;



- L8.06 Bench or oral awards will be permitted with the consent of both parties, subject to later confirmation in writing. In any event, decisions rendered in expedited arbitration will be without precedent or prejudice to any other matters arising between the parties and will not be relied upon as jurisprudence;
- L8.07 Where deemed appropriate, based upon the parties' experience with the process of expedited arbitration, the foregoing guidelines may be altered subject to mutual agreement.

Signed this 19th day of June 1995.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

K.M. KELLY

L. GIULIANI

## **LETTER OF UNDERSTANDING NO. 9 JOINT TRAINING AND LICENSING COMMITTEE**

### **PURPOSE**

The purpose of this Joint Committee is to discuss and resolve issues, thereby enhancing the overall effectiveness and quality of technical training. The Joint Training and Licensing Committee will also determine the contents of Chapter 4 of the Maintenance Technical Recruiting, Training and Certification Manual (Publication 831). Revisions shall be agreed to by the Joint Training and Licensing Committee unless required by a Government Regulatory authority.

### **MANDATE**

This Joint Committee will:

1. maintain all agreements, policies and procedures related to the relevant sections of Chapter 4 of Publication 831.
2. review and recommend changes to a course syllabus for technical training courses within the jurisdiction of the Technical Operations Branch;
3. review and resolve workplace issues related to training and licensing;
4. act as a resource body to provide meaningful input to issues related to training and licensing.

### **COMPOSITION OF THE JOINT COMMITTEE**

This Joint Committee will be comprised of the following:

- Four (4) representatives appointed by the Union.
- Management representatives (not to exceed four (4) in number).

In addition, the Joint Training and Licensing Committee may establish sub-committees to assist in the carrying out of its mandate.

## GENERAL

In the event the Joint Training and Licensing Committee is unable to reach consensus on any issue within their mandate, the matter will be referred to the Director, Maintenance Quality & Technical Training. Failing resolution the matter will be reviewed by the Parties at the U.M.C.M. level. Failing agreement at U.M.C.M., the matter may be referred to third party mediation. Pending resolution of any disputes provided for in this paragraph, the status quo shall prevail.

Members of the Joint Training and Licensing Committee shall be provided with a Terms of Reference, agreed to between the Company and the Union, for the operation of the Joint Committee.

Monetary and collective bargaining issues are not included in the mandate of the Joint Training & Licensing Committee (unless input is requested by the UMCM).

Meetings of the Joint Training and Licensing Committee may be called as necessary by either the Union or the Company.

Signed this 20th day of July 1999.

FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS

T.W. RABY

J. COLLIER

## APPENDIX TO LOU NO. 9

June 1, 1995

Mr. L. Giuliani  
President & Directing General Chairman  
District Lodge 148, I.A.M.A.W.  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Giuliani,

### **Subject: Endorsement Course Seat Allocation**

It was agreed following discussion during the 1995 Collective Agreement negotiations that the following would be incorporated into the Training and Licensing publication, Manual 103, Volume II, Chapter 2.

The number of CATs and CAVTs will be allocated for each endorsement course by work formation.

For each formation where three (3) or more seats are offered, 20% will be posted as a course vacancy notice. A guaranteed minimum of at least one (1) seat will be allocated on this basis.

Remaining seats will be allocated on the basis of the current formula of 1-2, 2-3.

### **EXAMPLE:**

Course seat allocation to any given work formation:

- 1 seat - allocation on basis of 1-2, 2-3.
- 2 seats - allocation on basis of 1-2, 2-3.
- 3 seats - 1 course vacancy notice to senior bidder;  
- 2 allocated on basis of 1-2, 2-3.
- 4 seats - 1 course vacancy notice to senior bidder;  
- 3 allocated on basis of 1-2, 2-3.
- 5 seats - 1 course vacancy notice to senior bidder;  
- 4 allocated on basis of 1-2, 2-3.
- 6 seats - 1 course vacancy notice to senior bidder;  
- 5 allocated on basis of 1-2, 2-3.
- 7 seats - 1 course vacancy notice to senior bidder;  
- 6 allocated on basis of 1-2, 2-3.
- 8 seats - 2 course vacancy notice to senior bidder;  
- 6 allocated on basis of 1-2, 2-3.
- etc.

**NOTE:** If after three (3) consecutive endorsement courses for a formation, no seat selection was made available for a senior bidder consistent with the foregoing provisions, and the next course offered provides less than three (3) seats to the formation, one (1) seat will be offered on the basis of a vacancy notice.

**EXCEPTIONS:**

1. CATs and CAVTs would be ineligible to bid on course vacancy notices if they are already in possession of five (5) or more endorsements on their AMI for aircraft currently operated by the Company.
2. CATs and CAVTs successfully bidding on a course vacancy notice would be required to repay the training costs to the Company on a prorated basis over two (2) years if they retire or voluntarily leave the company within two (2) years of completion of the training.
3. CATs and CAVTs successfully bidding on a course vacancy notice must remain in the applicable work formation for a minimum of twelve (12) months after endorsement course completion. This will not interfere with an employee's rights under the Collective Agreement and is intended solely for local application.
4. Consistent with the provisions of Publication 831, Chapter 4, Page 11, an employee will be considered eligible, if at least twelve (12) months has elapsed since he last successfully completed a previous endorsement course.

Yours truly,

K. M. Kelly  
Director Labour Relations -  
Technical Services

**LETTER OF UNDERSTANDING NO. 10  
SUB-CONTRACTING**

The Company agrees that it will not enter into a sub-contract that results in the effective elimination of a category/classification during the term of this Collective Agreement unless agreed to between the Company and the Union in accordance with the provisions of Article 1.04.

Signed this 20th day of July 1999.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 11  
ARTICLES 16.15 AND 16.16 (BUMPING & RECALL)  
JOINT RESTRUCTURING COMMITTEE**

**PURPOSE**

The purpose of this Joint Committee is to create more user-friendly Articles within the Collective Agreement, and is **NOT** to change any of the agreed to processes contained in Article 16.15 and Article 16.16.

**MANDATE**

This Joint Committee has the mandate to review, with the intent to incorporate the agreed to U.M.H.Q. and U.M.C.M. minutes and Memorandums as identified by the Negotiating Committees during the 1995 round of negotiations, into Article 16.15 and Article 16.16 as applicable.

**COMPOSITION OF THE JOINT COMMITTEE**

This Joint Committee will be comprised of the following:

- One (1) representative from each Local Lodge.
- General Chairperson.
- Management representatives.

The final document developed by this Joint Committee will be referred back to the Committee of General Chairpersons for their approval.

This Joint Committee will be established by the Parties within ninety (90) days of ratification and will complete their mandate within six (6) months of formation.

Signed this 15th day of June 1997.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

K.M. KELLY

G. BROSSEAU

**LETTER OF UNDERSTANDING NO. 12  
AMALGAMATION OF DORVAL BASE CAFETERIA COLLECTIVE AGREEMENT**

- L12.01 After discussion, all of the Articles in the 1992-1995 Master Air Canada/I.A.M.A.W. Collective Agreement are considered the same as the Articles in the 1990-1992 Cafeteria Air Canada/I.A.M.A.W. Collective Agreement with the following exceptions.
- L12.02 The duration of the Collective Agreement for wages and overtime, will be three (3) years, six (6) months (forty-two (42) months), effective July 19, 1992 until January 13, 1996. Wages will be frozen for the period July 19, 1992 to January 13, 1996.
- L12.03 Effective with the first pay period following ratification and notwithstanding the provisions of Article 10.02.01, all overtime will be compensated at time and one-half of the applicable rate. The modification is not a permanent change to the Collective Agreement and will expire on January 13, 1996.
- L12.04 The Articles referenced below from the 1990-1992 Cafeteria Collective Agreement reflect the application/ environment of the Air Canada Centre Cafeteria:
- L12.04.01 It is understood and agreed that Supervisory staff will assist in any capacity when the need arises.
- L12.04.02 Vacancies created by periods of vacations and or illness of five (5) working days or less will, if required, be covered by overtime. Commencing with the sixth (6th) working day the Company, at its discretion, will fill the vacancy by the use of casual employees.

Should there be a reluctance on the part of the employees in the same classification to accept such overtime, we will attempt to replace with casual employees. Failing availability of casuals, the overtime assignment with the same classification will be in the same sequence as normal canvassing.

**NOTE:** An exception to the above would be in the area of Time Bank or personal short-term leave of absences. Where time off is granted, and as replacement deemed essential, we would intend to replace the individual through a casual hiring.

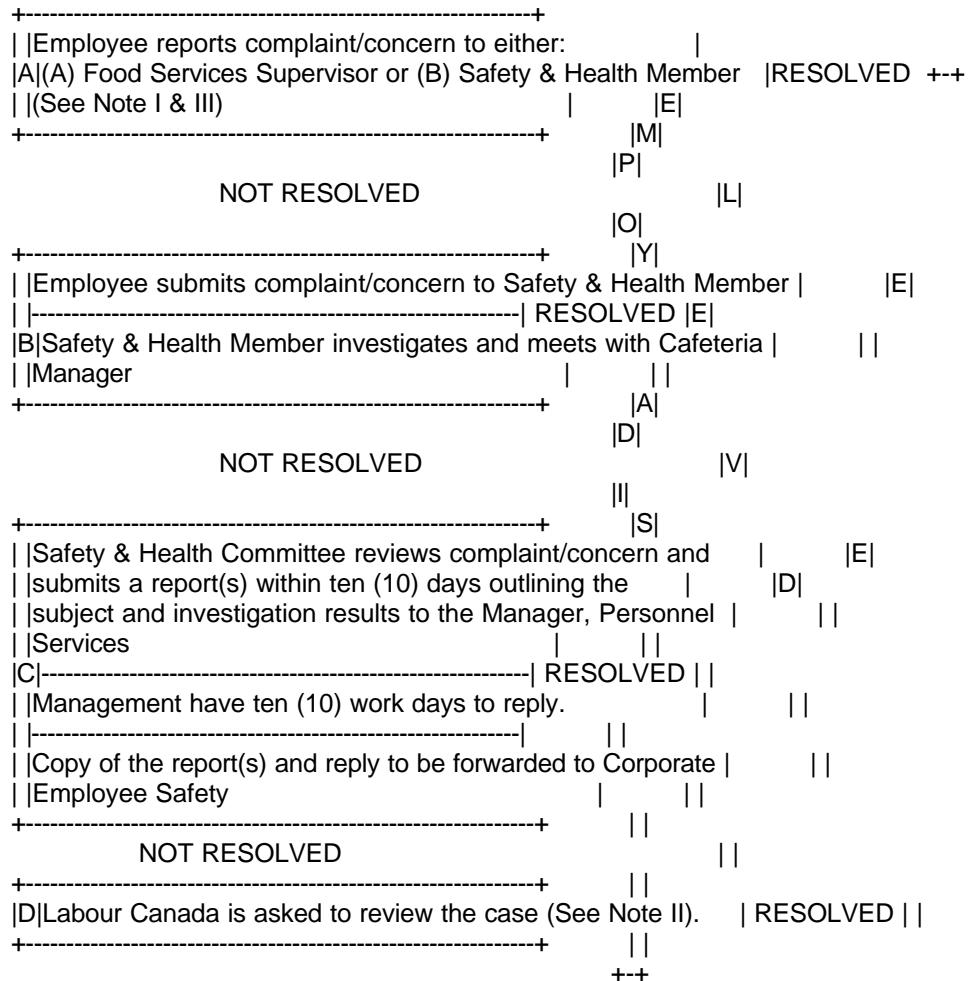
Permanent employees will not be laid off while casual employees are employed.



Permanent employees on laid off status will be the first to be offered casual employment.

When utilizing casual employees, care will be taken to avoid deterioration of the shift schedules of permanent employees.

#### L12.04.03 Safety & Health Complaint/Concern Process



**NOTE 1:** Does not preclude employer/employee from notifying Labour Canada when a situation requires an immediate investigation. See Part II, Section 86(1).

**NOTE 2:** A Labour Canada Safety Officer's decision may be referred to the Canada Labour Relations Board. See Part II.

**NOTE 3:** Definitions:

- Member - The employee's designated committee member or representative.

**L12.04.04 Seniority - Dorval Base Cafeteria**

Seniority shall be administered in accordance with the provisions of Article 16, except as follows:

- Employees will be granted seniority on a day-for-a-day basis for only those classifications into which they are actually hired or assigned, the seniority date being that of permanent entry into the classifications concerned.
- Employees permanently promoted from one classification to another within the Dorval Base Cafeteria will continue to accrue seniority in their former classification(s) in which they hold seniority.

L12.05 The merging of the Cafeteria Collective Agreement to the Master Collective Agreement entailed considerable thought. In the event that an administrative application or interpretation matter arises, it will be referred to the Headquarters Level of the Company and District Lodge 148 for resolution.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

K.M. KELLY

L. GIULIANI

**LETTER OF UNDERSTANDING NO. 13  
STATION ATTENDANT VACANCIES**

L13.01 The Company and the Union agree that the filling of full-time permanent Station Attendant vacancies declared by the Company, will be filled in the following order:

1. Recall
2. Demotion
3. Station Attendant transfers
4. Other intra-branch transfers
5. Inter-branch transfers
6. Term employment
7. Employee transfers from outside the Collective Agreement
8. New hiring

Signed this 20th day of July 1999.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 14**  
**QUALITY ASSURANCE**

L14.01 During the 1999 contract negotiations, the parties agreed to the introduction of Quality Assurance within the Technical Operations and Purchasing & Supply Branches.

L14.02 To facilitate the introduction of Quality Assurance during the life of this Collective Agreement, committees will be formed by each involved Business Unit with representation from the Company and the Union. Union/employee representation will be at least equal to the Company representation on each Committee.

These committees will address the introduction of a Quality Assurance philosophy and system within the Business Units and will address such matters as:

- The impact of a Quality Assurance process on the current Quality Control program including any impact on current Categories/Classifications.
- The roles and responsibilities and qualifications/re-qualification requirements for new/affected categories/classifications.
- Training requirements.
- The identification of specific changes to the Collective Agreement.
- The specific changes to related Company publications.
- Employee communication.
- The review of regulatory/licensing implications/requirements.
- The review and implementation of all process changes related to Quality Assurance.
- Other matters/issues as appropriate.

L14.03 A six (6) person UMCM Sub-Committee with four (4) Union and two (2) management representative will be formed to assist in the Quality Assurance introductory process. The role of this committee will be:

- Act in an advisory capacity.
- Be available to provide technical consultative support and guidance as required by the Business Unit Committees.
- Identify legal, regulatory or Collective Agreement concerns/issues to their respective principles.
- Participate at UMCM meetings for update presentations on the progress of the Quality Assurance initiative.
- Identify specific Collective Agreement matters to UMCM and contribute in a technical support capacity to their resolution at UMCM.

This committee does not have an active role/involvement at the Business Unit committee level.

This committee will be provided copies of all reports generated by the Business Units.

L14.04 Any issue not resolved at the Business Unit Level will be forwarded to the UCMCM for resolution

L14.05 Any items requiring contractual changes will be handled through the agreed to process.

L14.06 The Company provided the following assurances with respect to the implementation of Quality Assurance:

- The Company will provide increased training and ongoing refresher training in such areas as technical skills, inspection fundamentals, auditing, blue print reading, human factor, regulations and the MCM, and structures.
- The classification of Process Auditor will be implemented. Articles 4 and 5 will be updated to reflect the job description, required qualifications, line of promotion and rate of pay.
- There will be no staff reduction related to the implementation of the Quality Assurance process.
- Employment security for those permanent employees declared surplus in categories 2, 4, 5 and 6 is confirmed. The following options will be available to affected employees as described:

**Option 1 - Consideration for Re-Assignment**

Remaining employees will be considered for re-assignment to such positions as Process Auditor (or other, as may be determined by the Committee referenced in L14.02), subject to having the necessary qualifications, the selection process as identified in LOU #4 and seniority.

**Option 2 - Consideration for Transfer**

- a) Remaining employees will be considered for voluntary transfer or voluntary re-assignment at the point to vacancies declared by the Company and in other categories/classifications or lower categories/classifications in which they hold seniority.
- b) Transfers, if applicable, will be at Company expense in accordance with Company regulations.
- c) The aforementioned transfers will not result in consequential lay-offs.

### **Option 3 - Lay-Off**

Employees who are not accommodated under Option 1 or 2, shall be placed on laid-off status and be permitted to exercise bumping privileges as provided in Article 16.15. There will be no consequential lay-off as a result.

An employee who is accommodated in accordance with Option 1, 2 or 3 will retain their original status in terms of wages and benefits including what would have been wage progression at the level of their previous Category/Classification.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 15  
TEMPORARY/SPECIAL ASSIGNMENTS**

L15.01 During the 1997 contract negotiations, the Company and the Union agreed to a type-trial process which provides the opportunity for employees covered by this Collective Agreement to access temporary/special assignments without a loss of seniority or salary progression, during the life of this Collective Agreement.

L15.02 Opportunities for temporary/special assignments may be identified by the Company or the Union at each point. Given mutual agreement between the Company and the Union, such temporary/special assignments will then be covered by this Letter of Understanding.

Opportunities may be identified in the following areas:

- STOC (MINI-STOC) Coordinators
- Airport & Cargo Operations planning and coordinating positions
- Technical Operations planning and coordinating positions

Training positions/assignments are excluded from this Letter of Understanding.

Nothing in the foregoing prevents the Company and the Union from agreeing, at the Headquarters level (i.e., Corporate Labour Relations Representative and the appropriate General Chairperson), to additional functions/areas, where appropriate, which may not be included in the above.

L15.03 Local notices will be issued at the point for a period of fourteen (14) days where the assignment exists unless otherwise agreed to by the Company and the Union. Such notices will be copied to the Union at the local level, the President & Directing General Chairperson, District Lodge 140 and the Director, Labour Relations - Technical Services, Dorval 023, and will include the working conditions, duration of assignment, and necessary qualifications associated with the assignment. Eligibility for such notices will be limited to employees in the appropriate Categories/Classifications at the point/work location where the assignment is based unless otherwise agreed to by the Company and the Union.

15.04 Candidate selection will be based on an objective structured interview as per LOU #4, work record, and seniority amongst those applicants possessing the applicable qualifications.

- L15.05 This Letter of Understanding applies to temporary/special assignments exceeding six (6) months with a maximum of two years duration. In order to provide opportunity for other employees to gain experience from such temporary/special assignments, an individual employee may not fill the same temporary/special assignment for longer than two (2) years, regardless of seniority, unless there are no other qualified applicants to the posting of a subsequent notice required on completion of the two (2) year maximum period.
- L15.06 This Letter of Understanding will not include any assignment which includes the direct supervision of employees or the responsibility for initiating disciplinary action.
- L15.07 Employees presently assigned temporarily in positions as identified in this Letter of Understanding will be deemed to be covered by this Letter of Understanding. The application of the time limit identified in L15.05 will be from the time of entry into the present temporary assignment.
- L15.08 Employees who accept temporary assignments, under LOU #15, will continue to accrue salary progression within their respective classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression.
- L15.09 This Letter of Understanding may be cancelled upon written advice by the Company or District Lodge 140 during the life of this Collective Agreement.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER



**LETTER OF UNDERSTANDING NO. 16**  
**CATEGORY 8/16/22**

L16.01 During the 1997 contract negotiations, the Company and the Union agreed to jointly discuss and review the work requirements and qualifications for Category 8 - Electrical Accessories Overhaul and Repair, Category 16 - Instrument Overhaul and Repair and Category 22 - Radio and Electronic Overhaul and Repair. Category 16 is being affected as a result of a reduced DC-9 work requirement. In addition, the technical work content and qualifications required for these three (3) categories is similar in the Air Canada environment.

L16.02 A joint Management/Union Committee will be formed to address this matter with the following objectives and mandate:

- Review and discuss the following:
  - The changing workload for Categories 8, 16 and 22.
  - Current job descriptions and qualifications for Categories 8, 16 and 22.
  - Options to consolidate work.
  - Roles, responsibilities, qualifications and requirements for new/ affected Categories/Classifications.
  - Training requirements.
  - The impact on current employees and alternatives for accommodation.
  - Changes to Company manuals.
  - Changes to the Collective Agreement.
- Develop options and recommendations related to the foregoing.

This Committee will submit its findings in report form to the Company and the Committee of General Chairpersons for approval.

L16.03 The Committee will consist of:

- Three (3) Union Representatives
- Three (3) Management Representatives
- One (1) Labour Relations Representative (Co-Chairperson)
- One (1) General Chairperson (Co-Chairperson)

L16.04 Time off for representatives appointed by the Union who participate in this Committee will be borne by the Company and charged to Work Order 91314.

L16.05 This Committee will be established within ninety (90) days of ratification of this Collective Agreement. The Committee will submit its report within ninety (90) days of the first meeting and no later than March 31, 1998.

Signed this 15th day of June 1997 at Ottawa, Ontario.

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

K.M. KELLY

G. BROSSEAU

**LETTER OF UNDERSTANDING NO. 17  
ARTICLE 16.16.04 - TERM RECALL PROCEDURES -  
AIRPORT & CARGO OPERATIONS**

- L17.01      Although the Company will endeavour to minimize the use of term positions there is a need to clarify the application of Article 16.16.04. and the parties therefore agree to the following procedures for completing term recalls in the Airport & Cargo Operations Branch.
- L17.02      The Airport & Cargo Operations Branch at the Headquarters level, approves all term recalls to the Manager, Labour Relations - Airport & Cargo Operations, by letter, teletype, E-mail or fax.
- L17.03      All term recalls will be coordinated through the office of the Manager, Labour Relations - Airport & Cargo Operations.
- L17.04      On receipt of written recall approval (see L17.02), the Manager, Labour Relations - Airport & Cargo Operations (or delegate) will advise the involved Station(s) and Regional Shop Committee(s).
- L17.05      All written notification of open positions will be initiated by the Manager, Labour Relations - Airport & Cargo Operations and addressed to the involved employee(s) with copies to local Management, Personnel Services and the Regional Shop Committee(s).
- L17.06      Such written notification(s) will be "faxed" to the appropriate Station. The Station Representative (see L17.12), will arrange for immediate courier delivery to the involved employee(s) residence.
- L17.07      Concurrent with receipt of the fax of the written notification, telephone communication will be initiated to the employee by the Station representative (see L17.12).
- L17.08      A minimum of four (4) attempts at telephone contact will be made to reach each involved employee. Such calls will be placed approximately four (4) hours apart over a two (2) day period. After two (2) unsuccessful attempts, the Station Coordinator or Corporate Labour Relations will advise the Regional/Union Shop Committee.

If an employee is going on vacation during his term assignment, the employee must advise the Company of his point(s) of contact in the event of an extension or other term recall offers during his vacation period. Given such information, the Company will endeavour to contact the employee in line with these procedures.

L17.09 When personal contact is immediate (i.e., on first telephone call), the letters referenced in point #5 may be forwarded by FAX or Canada Post.

L17.10 Employees will respond verbally as to acceptance or declination of the temporary recall within seventy-two (72) hours of:

a) verbal notification/advice of the opening

OR

b) receipt of written notification, whichever occurs first.

L17.11 In situations where there has been no contact, employees will be bypassed after ninety-six (96) hours of the Company forwarding, by courier, the written notification. Such a situation will be considered as a declination of term recall in terms of the application of L17.15 of these procedures.

L17.12 The Station representatives who will assist Manager, Labour Relations - Airport & Cargo Operations, in this process are as follows:

Halifax Customer Service Assistant

Moncton Customer Service Coordinator - Moncton  
Saint John  
Fredericton

St. John's Manager, Customer Service

Charlottetown Customer Service Coordinator

Quebec Customer Service Manager

Dorval/Mirabel Manpower Planner - Dorval  
(Ramp/Cabin  
Service/Cargo)

Ottawa Airport Administrative Coordinator

Toronto Manpower Coordinator  
(Ramp/Cabin  
Service)

Toronto Manpower Coordinator  
(Cargo)

London, Ont. Manpower Coordinator

Thunder Bay Customer Service Coordinator

Winnipeg Personnel Services Assistant

Regina/  
Saskatoon Manager, Customer Service

Calgary/  
Edmonton/  
Vancouver Personnel Services Assistant

Cargo Rating Unit

Montreal Manager, Cargo Yield Capacity Management  
& CRU

Weight & Balance

Mirabel Coordinator, Weight & Balance

Toronto Operations Control Manager - Weight & Balance  
& ULD Control

L17.13 The Regional Shop Committees will assist the Manager, Labour Relations -  
Airport & Cargo Operations, with the temporary recall process as follows:

Regional Shop Committee - Dorval  
Lodge 1751, IAMAW  
Room D023A, A.T.B., P.O. Box 8000  
Montreal International Airport  
Dorval, Quebec ZIP 131  
H4Y 1C3  
- YOW  
- YUL/YMX  
- YQB  
- YQM  
- YYG  
- YYT  
- YSJ  
- YFC  
- YHZ

Regional Shop Committee - Toronto  
Lodge 2323, IAMAW  
P.O. Box 151  
Toronto AMF, Ontario ZIP 400  
L5P 1B1  
- YYZ  
- YXU

Union Shop Committee - Winnipeg  
Lodge 714, IAMAW  
211-2020 Sargent Avenue  
Winnipeg, Manitoba ZIP 887  
R3H 0C9  
- YWG  
- YQT  
- YQR  
- YXE

- L17.14 Employees may, by written advice to the Manager, Labour Relations - Airport & Cargo Operations, Air Canada Centre 029, P.O. Box 9000, Postal Station St. Laurent, Montreal, Quebec H4Y 1C2, remove themselves from the term recall list for specific points, periods of time, or recall duration. Dorval and Mirabel will be considered as two (2) different points for this purpose. This correspondence is to be forwarded via FAX or Canada Post with a copy to the Regional Shop Committee.
- L17.15 Employees will be allowed to decline two (2) consecutive term recall offers to any one (1) point, after which they will be removed from the term recall list to that particular point. The employee will be notified by the Company, in writing. Should the employee wish to be reinstated on the term recall list for that point, he/she must re-apply in writing.
- L17.16 Employees who are medically unfit to work in the specific classification or in relation to the specific work requirements, will not be considered eligible for term recalls. Such employees will be advised in writing, by the Manager, Labour Relations - Airport & Cargo Operations, that they have been temporarily removed from the term recall list. Recall status will only be changed on receipt of written notice from the employee that he/she is medically fit and subsequent confirmation by the Company Medical Branch. Such employees will be returned to the active term recall list three (3) calendar days (seventy-two (72) hours) after receipt of the foregoing requirements.
- L17.17 Employees accepting a term recall (verbally or in writing) and subsequently declining the same recall, will be removed from the term recall list for that point for a period of one (1) year. A second such incident will result in his/her permanent removal from the term recall list for that point.
- L17.18 Employees accepting term recalls will not be entitled to personal leaves of absence and must complete the term assignment. Failure to complete a term assignment, except under very extenuating circumstances, will result in the loss of future term recall rights to that point for a period of one (1) year. A second such occurrence will result in his/her permanent removal from the term recall list for that point.
- L17.19 A decision to bypass an employee for term recall for any reason will be made jointly by the Manager, Labour Relations - Airport & Cargo Operations and the appropriate Regional/Union Shop Committee (as identified in L17.13). The Union will not process any grievance related to such a bypass.

L17.20 Employees who are employed elsewhere within the Company (permanent or term), at the time of canvassing for term recall positions, will be bypassed. Employees employed outside the bargaining unit will be expected to advise the Manager, Labour Relations - Airport & Cargo Operations, in writing, with a copy to the Regional/Union Shop Committee on termination of such employment in order to ensure their name is returned to the active term recall list. Such employees will be returned to the active term recall list three (3) calendar days (seventy-two (72) hours) after receipt of such written notice.

L17.21 Employees who decline term recalls (verbally or in writing), will not, except under very extenuating circumstances, be permitted to reverse his/her decision. For example, a reversal might be allowed if:

- The next person entitled to the recall has not been notified.
- There were no other employees entitled to the recall.
- The position had not been filled by other means.

Such decisions will be made jointly by the Manager, Labour Relations - Airport & Cargo Operations and the appropriate Regional/Union Shop Committee (as identified in L17.13).

L17.22 Employees accepting term recalls for periods of less than sixty (60) days, and when notification is within seven (7) days of the effective date of the recall, will report within seven (7) calendar days of notification. Where more than seven (7) days notice has been provided, employees will report on the effective date of the recall. For a period of more than sixty (60) days, the employee will have fourteen (14) days to report from the date of notification of recall.

L17.23 Except in very extenuating circumstances, personal acceptance/ declination of term recalls will be required. A third party response will not suffice.

L17.24 Employees must return the written advice of acceptance/declination of term recall within fourteen (14) days.

L17.25 Laid-off employees must advise the Manager, Labour Relations - Airport & Cargo Operations, Air Canada Centre, P.O. Box 9000, Saint-Laurent, Quebec H4Y 1C2, in writing sent by FAX or Canada Post, with a copy to the Regional/ Union Shop Committee (see L17.13), of any change to information used to contact/communicate with employees (i.e., home address, third party address, telephone numbers, etc.).

L17.26 All term recalls will be identified for a duration within a regular flight schedule (i.e., April/October; October/April).

The senior employee with recall rights to a point will always be offered the longest term recall period.

- L17.27 For term recall assignments of less than sixty (60) days, where all local full-time employees have been canvassed and have declined, laid-off part-time employees, at the point, will be offered the term employment prior to new hiring.
- L17.28 The Company will endeavour, in line with these procedures, seniority and the Collective Agreement, to offer term recall assignments to the employees home base before offering him/her other points of recall (subject to L17.20).
- L17.29 The foregoing process does not otherwise affect, change or impact on Article 16.16 of the Collective Agreement or any other related Memorandum/Agreement between the parties.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS**

T.W. RABY

J. COLLIER



**LETTER OF UNDERSTANDING NO. 18**

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**LETTER OF UNDERSTANDING NO. 19**  
**STOCKKEEPER 8 - PURCHASING AND SUPPLY**

The Company and the Union agree to the implementation of a new level of Stockkeeper, temporarily designated as Stockkeeper 8, which will be introduced using the following guidelines and conditions:

1. A Union Management Committee consisting of three (3) Union representatives and three (3) Company representatives will be formed to address the implementation including the following specific matters:

- Develop the job description which will include all current job functions, material inspection and other new requirements.
- Identify the additional qualifications and requirements for eligibility and progression to Stockkeeper 8 which will be in accordance with the general principles identified in the "Proposal by Stockkeepers to be Recognised as Skilled".
- Develop qualifying examinations.
- Prepare and agree upon the Vacancy Notice process.
- Determine and identify training requirements.
- Submit a preliminary proposal at the September 1999 UMCM and a final recommendation for introduction at a special meeting of the negotiations committee in conjunction with the December, 1999 UMCM for approval.

2. The Company agrees that a General Information Circular (GIC) and Vacancy Notices related to the Stockkeeper 8 positions will be introduced no later than January 1, 2000 subject to the completion of the above referenced committee work.

3. The agreed to specifics related to the Stockkeeper 8 positions are as follows:

- The weekly rate of pay for Stockkeeper 8 shall be \$874.86.
- The rate of pay will be effective while the employee is working in identified Stockkeeper 8 positions.
- Stockkeeper 8 positions will be introduced in Dorval, Toronto and Winnipeg. Approximately 30% at Dorval, 15% at Toronto and 15% at Winnipeg of the current Stockkeeper positions will be Stockkeeper 8.
- Stockkeeper 8 is not an above basic or another classification.
- It is a position within the Stockkeeper classification.
- When working as a Stockkeeper 8, seniority continues to accrue in the Stockkeeper classification.

- There is no effect on the application of seniority principles in the Stockkeeper classification.

4. Current, permanent Category 5 employees may be re-assigned but will continue to retain their current status in terms of wages and benefits.

Employment security for current, permanent employees in Category 5 is confirmed with the following options being available:

a) Consideration for voluntary transfer or voluntary re-assignment at the point to vacancies declared by the Company and in other categories/classifications or lower categories/classifications in which they hold seniority.

b) The aforementioned transfers will not result in consequential lay-offs.

c) Employees who are not accommodated under Option a) above, shall be placed on laid-off status and be permitted to exercise bumping privileges as provided in Article 16.15. There will be no consequential lay-off as a result.

d) An employee who is accommodated in accordance with Option a) or c) above, will retain their original status in terms of wages and benefits including what would have been wage progression at the level of their previous Category/Classification.

Signed this 20th day of July 1999

FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE  
WORKERS

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 20**  
**AIRCRAFT TAXI AUTHORITY**

During the 1999 contract negotiations, the Company agreed to provide compensation to Certificated Aircraft Technicians and Certificated Avionics Technicians who successfully complete the training requirements and qualify for taxi authority in accordance with the following:

- The Company will determine the number of personnel and the aircraft types required at each location.
- The Vacancy Notice process will be used to identify the Company's requirements and allow interested employees to apply.
- The selection process from the applicant(s) will be in accordance with the general principles of Article 16.11 .
- Successful applicants will be expected to perform this function for the duration of the period identified in the Vacancy Notice to a maximum of two (2)years.
- The overall administrative process will be developed following ratification of the new Collective Agreement and will be reviewed with the Union.
- A four hundred dollar (\$400) payment will be made to each employee successfully completing the initial training required and becoming qualified for taxi authority on an aircraft type.
- A two hundred dollar (\$200) dollar payment will be made to each employee qualifying for taxi authority for each additional aircraft type.
- Aircraft type is defined as follows:
  - 1. CL65
  - 2. DC9
  - 3. A319/A320
  - 4. A330/A340
  - 5. B767
  - 6. B747
- The above referenced payments are applicable on a one (1) time basis at the time of the original qualification. Situations requiring refresher/update training will not attract further payments.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE**  
**WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 21**  
**SCHEDULED ARBITRATION**

In order to "expedite" the handling of appeal situations of employee suspensions pending discharge, and in conjunction with the conditions of Article 18, the following is agreed to:

- L21.01 The parties will mutually agree to the selection four (4) Arbitrators on a year to year basis (June to June).
- L21.02 Four (4) sets of two consecutive days will be pre-scheduled with each of these arbitrators, one set per quarter each year.
- L21.03 Arbitrator selection will include one (1) from Western Canada, two (2) from Toronto, and one from Montreal.
- L21.04 The Manager, Labour Relations and the General Chairperson will jointly prepare and submit to the arbitrator a statement of agreed to facts one (1) week prior to the arbitration date.
- L21.05 The Company and the Union commit to advance preparation and a consolidated approach to such arbitrations and agree to make every effort to streamline the presentations (witnesses, jurisprudence, argument) to the Arbitrator without compromising their respective positions.
- L21.06 Where an agreed to date(s) cannot be utilized, it will be made available for other arbitrations in accordance with Article 18 or Letter of Understanding No. 8 .
- L21.07 This Letter of Understanding may be cancelled upon written advice by the Company or District Lodge 140 .
- L21.08 This letter expires on June 22, 2002.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE**  
**WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 22**  
**PENSION AGREEMENT**

During the 1999 contract negotiations, the Company and the Union agreed to have the rules of the Air Canada Pension Plan - Canada, as it relates to an "IAMAW employee", amended to provide the following effective for retirements, terminations of service or deaths in service occurring after June 13, 1999.

**IMPROVED BENEFIT FORMULA:**

The rules of the Air Canada Pension Plan will be amended to provide an "IAMAW employee" with a benefit formula that will be increased from 1.5%/2% to 1.75%/2% in respect of allowable service after January 1, 1966. All sections of the plan text wherever reference is made to 1.5% should be amended by replacing 1.5% by 1.75%. These are sections 6.1 dealing with normal retirement pension, section 6.3 dealing with disability retirement pension and section 7.1 dealing with the higher pension to age 65 option. In section 7.1 a), the reference to 1/2% should also be replaced by 1/4%.

**INCREASED EMPLOYEE CONTRIBUTIONS:**

Employee contributions under section 4.1 of the rules of the Air Canada Pension Plan - Canada, will be increased to 5.25% on his pensionable earnings up to his year's maximum pensionable earnings and 6% on that part of his compensation in excess thereof. This contribution rate will be used as a basis for the recognition of any period of allowable service applied for by the employee on or after August 1, 1999.

**MAXIMUM ANNUAL COMPENSATION:**

Effective the month following ratification of the Collective Agreement, the maximum annual compensation for an IAMAW employee is increased from \$60,000 to \$70,000.

**JOINT PENSION PLAN REVIEW:**

Air Canada and the IAMAW agree to enter into discussions through the existing Air Canada/IAMAW Pension Committee, during the life of this Collective Agreement to review and investigate improvements and/or changes to the plan, cost issues related to such improvements and/or changes, and a plan to deal with long-term pension issues and the viability of the Pension Plan.

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE**  
**WORKERS**

T.W. RABY

J. COLLIER

**LETTER OF UNDERSTANDING NO. 23**  
**CORPORATE RE-ORGANIZATION**

As a result of discussions during the 1999 round of negotiations regarding the possible reorganization of the Corporation, the Company and the Union agree to the following:

For the duration of this Collective Agreement, should Air Canada transfer an operating asset to a newly formed Air Canada subsidiary, a condition of such a transfer would be that the transferred operating asset will be considered within the jurisdiction of the Canada Industrial Relations Board. The new undertaking will fall within the definition of a federal undertaking in the Code as applied by the Board.

Definition: Air Canada Subsidiary means a wholly or partially owned subsidiary or Joint Venture of Air Canada that is formed for purposes including the holding, acquisition or transfer of an operating asset.

This Letter of Understanding expires on June 22, 2002 .

Signed this 20th day of July 1999

**FOR AIR CANADA FOR INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS & AEROSPACE**  
**WORKERS**

T.W. RABY

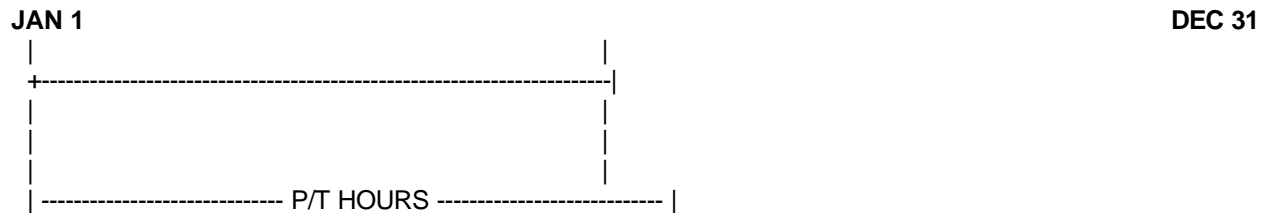
J. COLLIER

**LETTER OF UNDERSTANDING NO. 24**  
**PART-TIME VACATION CHARTS**

**EXAMPLE #1**

**SVC DATE: APRIL 15, 1987**  
**VAC ENT: 14 CAL DAYS**

**P/T - JANUARY 1, 1988 - DECEMBER 31, 1988**  
**P/T TO F/T - JANUARY 1, 1989**



P/T HOURS = 20 HRS/WK X 52 WEEKS = 1,040

F/T EQUIVALENT MONTHS =  $\frac{P/T \text{ HOURS}}{174} = \frac{1,040}{174} = 5.977$

TOTAL F/T EQUIVALENT MONTHS = 5.977 = 6

**F/T DAYS W/P**

= VACATION ENT X  $\frac{FT \text{ MONTHS}}{12}$   
= 14 X 6/12  
= 7 F/T CAL DAYS W/P

BALANCE OF 7 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN  
= >.5 - UP

NOTE 2: 174 HOURS = 1 FULL-TIME MONTH



**LETTER OF UNDERSTANDING NO. 24**  
**PART-TIME VACATION CHARTS**

**EXAMPLE #2**

**SVC DATE: APRIL 15, 1987**  
**VAC ENT: 14 CAL DAYS**

**P/T - JANUARY 1, 1988 - JULY 17, 1988**  
**F/T - JULY 18, 1988 - DECEMBER 31, 1988**



IF ANY PORTION OF A MONTH IS WORKED IN FULL-TIME STATUS, IT IS CREDITED AS A FULL-TIME MONTH.

P/T HOURS = JANUARY 1 - JUNE 30 = 480

F/T EQUIVALENT MONTHS =  $\frac{\text{P/T HOURS}}{174} = \frac{480}{174} = 2.76$

F/T MONTHS = 6 (JULY - DECEMBER)

TOTAL F/T EQUIVALENT MONTHS = 2.76 = 3

F/T MONTHS = 6

TOTAL F/T MONTHS = 9

**F/T DAYS W/P**

$$\begin{aligned} &= \text{VACATION ENT} \times \frac{\text{F/T MONTHS}}{12} \\ &= 14 \times 9/12 \\ &= 11 \text{ F/T CAL DAYS W/P} \end{aligned}$$

BALANCE OF 3 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN  
              = >.5 - UP

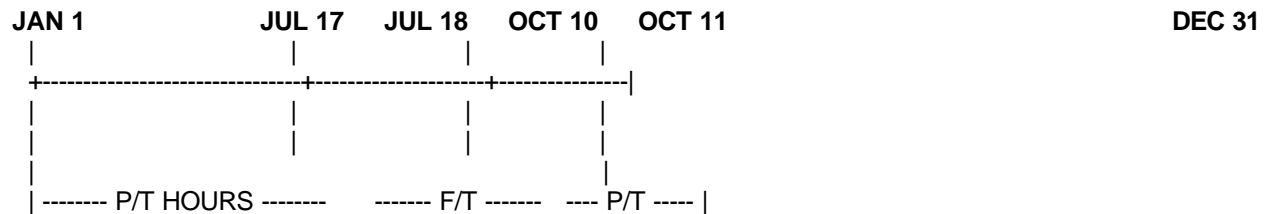
NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

**LETTER OF UNDERSTANDING NO. 24**  
**PART-TIME VACATION CHARTS**

**EXAMPLE #3**

**SVC DATE: APRIL 15, 1987**  
**VAC ENT: 14 CAL DAYS**

**P/T - JANUARY 1, 1988 - JULY 17, 1988**  
**F/T - JULY 18, 1988 - OCTOBER 10, 1988**  
**P/T - OCTOBER 11, 1988 - DECEMBER 31, 1988**



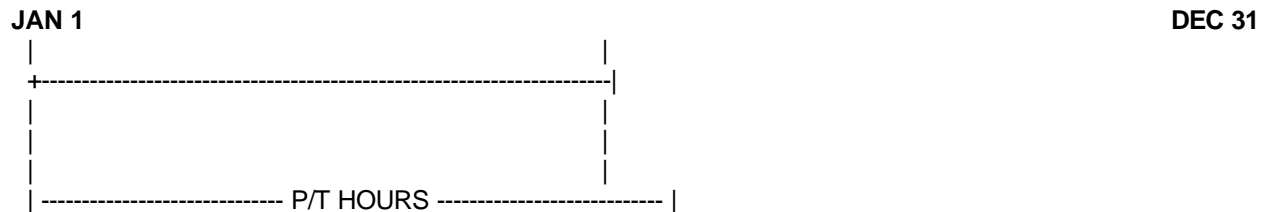
IN THIS EXAMPLE, IT IS ASSUMING THE EMPLOYEE WORKED 20 HOURS PER WEEK AS A PART-TIMER AND THE 1989 VACATION WAS TAKEN IN THE PART-TIME STATUS, THE TOTAL VACATION ENTITLEMENT OF 14 DAYS WOULD BE WITH PAY AND AN ADJUSTMENT WOULD BE HANDLED THROUGH THE VACATION CREDIT ADJUSTMENT PROCESS AS PROVIDED FOR IN THE CANADA LABOUR CODE.

**LETTER OF UNDERSTANDING NO. 24**  
**PART-TIME VACATION CHARTS**

**EXAMPLE #4**

SVC DATE: APRIL 15, 1987  
VAC ENT: 14 CAL DAYS

**P/T - JANUARY 1, 1988 - DECEMBER 31, 1988 (8 HRS/WEEK)**  
**VACATION TAKEN IN 1989 AS P/T (20 HRS/WEEK)**



P/T HOURS = 8 HRS/WK X 52 WEEKS = 416

F/T EQUIVALENT MONTHS =  $\frac{\text{P/T HOURS}}{174} = \frac{416}{174} = 2.39$

TOTAL F/T EQUIVALENT MONTHS = 2.39 = 2

**F/T DAYS W/P**

= VACATION ENT X  $\frac{\text{FT MONTHS}}{12}$   
= 14 X 2/12  
= 2 F/T CAL DAYS W/P

TWO (2) FULL-TIME CALENDAR DAYS WITH PAY = 16 F/T CALENDAR HRS W/P

SINCE THE SHIFT DURATION = 4 HRS, THE EMPLOYEE IS ENTITLED TO FOUR (4) PART-TIME CALENDAR DAYS WITH PAY.

BALANCE OF 10 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN  
              = >.5 - UP

NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

## **MEMORANDUM NO. 1**

### **PROMOTION TO, TRANSFER AND BUMPING IN AND RETENTION OF A CERTIFICATED CLASSIFICATION - TECHNICAL OPERATIONS**

The following excerpt from Maintenance Technical Recruiting, Training and Certification Manual, dealing with the effect of these regulations on the seniority of certificated classifications, is quoted below for the information of personnel covered by this Agreement.

#### **Eligibility - Promotions, Transfers and Bumping**

The Union Agreement requires that an employee in a certificated classification possess a current Air Canada "Aircraft Maintenance and Inspection Certificate" or "Avionics Maintenance and Inspection Certificate" endorsed for the type of aircraft and/or power plants upon which he can normally be expected to be employed. Under current circumstances, the qualifications outlined under Promotions, Transfers and Bumping shall be interpreted as meeting this requirement.

#### **1. Promotion to a Certificated Classification**

To be eligible for consideration for promotion to a certificated classification, an employee must meet the following minimum requirements.

- (a) Pass appropriate examinations established by the Company and concurred in by the Union.

**NOTE:** In the event an employee holding a valid Air Canada "Aircraft Maintenance and Inspection Certificate" or "Avionics Maintenance and Inspection Certificate", terminates employment with the Company and is subsequently re-employed, he will be required to pass any Basic and General Knowledge Sections of the Certificate Examination (AMI) not previously written and passed. In addition, the following re-examination policy will apply.

1. Where the period of absence from the Company has been eighteen (18) months or less, no re-examination will be required.
2. Where the period of absence from the Company has been more than eighteen (18) but less than thirty (30) months, re-examination on specific aircraft types will be required.

3. In all other cases, complete re-examination will be required.

(b) Possess a valid Air Canada "Aircraft Maintenance and Inspection Certificate" or "Avionics Maintenance and Inspection Certificate" endorsed in accordance with the following:

1. Crew Chiefs, Certificated Aircraft Technicians and Certificated Avionics Technicians - endorsed on at least one (1) aircraft type scheduled to operate through the station where the vacancy exists.

2. Lead Aircraft Inspectors, Aircraft Inspectors and Aircraft Avionics Inspectors - endorsement on at least one (1) aircraft type scheduled to receive, at that location, either:

i) Major checks or,

ii) Maintenance Operations Checks (under circumstances such that Aircraft Inspectors and/or Aircraft Avionics Inspectors are required for this purpose) where no major checks are scheduled.

## **2. Transfers in a Certificated Classification**

(a) To be eligible for consideration for transfer from one point to another (e.g., Toronto to Winnipeg), in a certificated classification, an employee must as a minimum, meet the requirements outlined under "Promotion to a Certificated Classification" (Paragraph (b)1 and 2 above). In accordance with Article 16.12.09, transfers in the "above basic" classifications can only be actioned if the employee's seniority in the appropriate basic classification is greater than the eligible applicants to a Promotional Bulletin.

In the event there are no eligible applicants to the Promotional Bulletin and/or transfers on file, the following shall apply:

1. In the case of Crew Chiefs, Certificated Aircraft Technicians and Certificated Avionics Technicians, the junior employee in the appropriate classification holding an endorsement on at least one (1) type aircraft applicable to the point, shall be assigned from the following locations:

a) Stations in the Provinces of British Columbia, Alberta, Saskatchewan and Manitoba - Vancouver and Winnipeg.

b) Stations in the Province of Ontario (except Ottawa) - Toronto.

c) Stations in the Province of Quebec (as well as Ottawa) - Dorval.

d) Stations in the Provinces of Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland - Halifax.

2. In the case of Lead Aircraft Inspectors, Aircraft Inspectors and Aircraft Avionics Inspectors, the Junior employee, in the appropriate classification holding an endorsement on at least one (1) type aircraft scheduled to receive major checks or maintenance operation checks at the point, shall be assigned.
- (b) To be eligible for consideration for transfer from one work location to another within a base, an employee must:
1. Where the work location handles one (1) type aircraft, hold an endorsement on that specific type aircraft.
  2. Where the work location handles two (2) types of aircraft, hold endorsements on at least one (1) specific type aircraft.
  3. Where the work location handles more than two (2) types of aircraft, hold endorsements on one (1) of the types involved, the specific type being determined each time a vacancy occurs with a view to maintaining balanced endorsement coverage. As an example, the Line Maintenance Hangar at Dorval handles all types of aircraft in the hangar and/or on the ramp. Under these circumstances, certificated staff must be established and maintained on such a basis that the endorsements held collectively by these employees provide the proper distribution of endorsements on each shift in light of the work requirements generated by each type aircraft. This will have to be reviewed each time a vacancy occurs in order to determine the one (1) specific endorsement needed at that particular time to maintain balanced endorsement coverage. The various factors involved in making this determination are to be discussed with the Union prior to processing the steps necessary to fill the vacancy.

### **3. Bumping in a Certificated Classification**

To be eligible to bump into another point in a certificated classification consistent with his seniority, an employee must:

- (a) In the case of Crew Chiefs, Certificated Aircraft Technicians and Certificated Avionics Technicians, hold at least one (1) endorsement applicable to the point to which electing to bump.
- (b) In the case of Lead Aircraft Inspectors, Aircraft Inspectors and Aircraft Avionics Inspectors holding an endorsement on at least one (1) type aircraft scheduled to receive major checks or maintenance operation checks at the point to which electing to bump.

**4. Retention of Certificated Classification Status**

1. An employee must, under normal circumstances, be qualified to meet the basic requirements outlined under "Promotion to a Certificated Classification" (Paragraph (b) 1 and 2).
2. An employee who, through failure of AMI Certificate Endorsement Examinations, holds endorsements for only the minimum type aircraft, will be permitted to retain certificated classification status, providing a sufficient number of other personnel in the classification obtain the particular endorsement to fulfil the Company operational requirements.
3. An employee who falls below the minimum qualifications for promotion by virtue of discontinuance of type aircraft, will retain certificated classification status pending assignment to an endorsement course. Retention of such status is dependent upon successful completion of the endorsement course. In the event of a failure, certificated classification status will be retained for a maximum of ninety (90) days following completion of the endorsement course.

## MEMORANDUM NO. 2

### WORKING TEMPORARILY IN ANOTHER CATEGORY

The purpose of this Memorandum is to establish the intent and application of Articles 4.02, 6.02 and 8.02. The requirement to work temporarily in another category falls into two (2) broad areas, as follows.

- (a) Taking care of varying work loads and providing additional personnel from groups where work loads are decreasing or where the work has a lower priority and clearing up backlogs of work when certain groups are not fully employed in their own function or work area. While it is difficult to cover all the situations which may arise, the objectives are to:

- Avoid the alternatives of temporary lay-offs of permanent employees.
- Avoid the hiring of employees for term employment.
- Meet priority operational requirements.

- (b) The almost day-to-day assignment of various categories to various jobs for periods of short duration.

With regard to giving prior advice to the Union, it will be considered sufficient to advise the Steward of the group concerned and in cases where no Union official representative is on duty, advice may be withheld until one is on duty. This will allow the Union to study the handlings under this provision so that they may discuss them with the Company if they so desire.

It should be noted that such advice does not apply to the type of assignments referenced in Paragraph (b) above because they are considered, by all concerned, to be a regular part of the normal day-to-day operation and as such, require no special advice.

The almost day-to-day assignment of various categories and classifications to various jobs for periods of short duration, is considered to be normal business practice and a routine requirement will be applied as and when required.



**MEMORANDUM NO. 3**

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**MEMORANDUM NO. 4**  
**COMPRESSED WORK WEEK**

The administrative detail and criteria for implementation of a compressed work week is as follows.

Full introduction of a compressed work week appears to be very limited due to the difficulty in productively utilizing shift overlap.

However, three (3) variations of a compressed work week have been identified for possible partial implementation as follows.

1. 4/4 - ten (10) hour forty (40) minute day (10.66 hours), equivalent to a 6/3 type work schedule.
2. 4/3 - nine (9) hour twenty (20) minute day (9.33 hours), equivalent to a 6/3 type work schedule.
3. 4/3 - ten (10) hour day, equivalent to a 5/2 type work schedule.

The criteria covering possible implementation of such schedules will be as follows.

- (a) No additional manpower which is not offset by an equivalent reduction in costs;
- (b) No increase in costs which is not offset by an equivalent savings in manpower;
- (c) Subject to local agreement (employees, Union and local management);
- (d) Agreement at a subsequent Second Level meeting;
- (e) Approval of Corporate Labour Relations and District Lodge 140;
- (f) Ability to discontinue at the request of either party;
- (g) Prior commitment by the Company and Union to make a joint submission to Labour Canada to request withdrawal of the Permit in the event either party wishes to discontinue a compressed work week;
- (h) Subject to (d), (e) and (g) above, the Company and the Union, to make a joint submission to Labour Canada for the issuance of a Permit at which time the approved schedule may be implemented.

| AGREEMENT<br>REFERENCE<br>IF ANY | 4/4 WORK SCHEDULE<br>(EQUIVALENT TO 6/3 TYPE SCHEDULE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 4/3 WORK<br>SCHEDULE<br>(EQUIVALENT<br>TO 6/3<br>TYPE<br>SCHEDULE<br>)                                      | 4/3 WORK<br>SCHEDULE<br>(EQUIVALENT<br>TO 5/2 TYPE<br>SCHEDULE)            |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 10.01.01                         | <p>a) Scheduled hours must be 1,946 hours per annum.</p> <p>The standard working day shall be 10.66 consecutive hours [ten (10) hours forty (40) minutes], inclusive of meal periods. Only time worked in excess of the standard day, except in the case of rotation of shifts, shall be credited as overtime, subject to the provisions of Article 12.</p> <p><b>NOTE:</b> For the purpose of overtime calculations, the working day shall be the twenty-four (24) hour period following the start of a regularly scheduled shift. Days off, Statutory and other authorized holidays shall be calculated on a similar basis using the starting time of the preceding regularly scheduled shift. It will be noted that the last day of a group of consecutive days off shall terminate at the start of the next regularly scheduled shift.</p> | <p>1,946 hours per annum</p> <p>9.33 consecutive hours [nine (9) hours twenty (20) minutes]</p> <p>Same</p> | <p>2,080 hours per annum</p> <p>Ten (10) consecutive hours</p> <p>Same</p> |
| 10.01.05                         | <p>b) The sixteen (16) consecutive hours shall be 21.33 consecutive hours [twenty-one (21) hours twenty (20) minutes].</p> <p><b>NOTE 1:</b> Due to the length of the day, double shifts will be prohibited.</p> <p><b>NOTE 2:</b> Under circumstances where employees on 5/2 or 6/3 type work schedules work overtime on a compressed work week schedule, the application of 10.01.05 will be based upon 18.66 consecutive hours (eighteen (18) hours forty (40) minutes).</p>                                                                                                                                                                                                                                                                                                                                                                | <p>18.66 consecutive hours (eighteen (18) hours forty (40) minutes)</p> <p>Same</p>                         | <p>Twenty (20) consecutive hours</p> <p>Same</p>                           |
| 10.01.06                         | <p>c) Although not applicable to employee requests on commencement or termination, the principle of Article 10.01.06 will apply to changes from one cycle to another within a compressed work week schedule (i.e., 4/4; 4/3) and to 5/2 - 6/3 type work schedule employees providing relief. Under these circumstances, time worked will be credited at straight time for the first two (2) days: Time and one-half for third and consecutive days.</p> <p>d) <b><u>Overtime/Undertime</u></b></p> <p><b><u>Overtime</u></b></p>                                                                                                                                                                                                                                                                                                               | <p>17.33 consecutive hours (seventeen (17) hours twenty (20) minutes)</p> <p>Same</p>                       | <p>Eighteen (18) consecutive hours</p> <p>Same</p>                         |

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                     |                                                                                                            |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| 10.02.01                                  | <ul style="list-style-type: none"> <li>- First day off - time and one-half for first eight (8) hours forty (40) minutes and double time thereafter.</li> <li>- Second and subsequent days off - double time.</li> <li>- Working day - time and one-half for first two (2) hours and double time thereafter.</li> </ul> <p><b>NOTE:</b> Due to the length of the day, double shifts will be prohibited.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Seven (7) hours twenty (20) minutes</p> <p>Same</p> <p>Same</p> <p>Same</p>                                                                                      | <p>Eight (8) hours</p> <p>Same</p> <p>Same</p> <p>Same</p>                                                 |
| <b>AGREEMENT<br/>REFERENCE<br/>IF ANY</b> | <b>4/4 WORK SCHEDULE<br/>(EQUIVALENT TO 6/3 TYPE SCHEDULE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>4/3 WORK SCHEDULE<br/>(EQUIVALENT TO 6/3 TYPE SCHEDULE)</b>                                                                                                      | <b>4/3 WORK SCHEDULE<br/>(EQUIVALENT TO 5/2 TYPE SCHEDULE)</b>                                             |
| 10.02.06                                  | <ul style="list-style-type: none"> <li>- Recall credits will be limited to the minimums outlined.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Same                                                                                                                                                                | Same                                                                                                       |
| 10.02.09                                  | <ul style="list-style-type: none"> <li>- Overtime limitations will be five (5) hours twenty (20) minutes and ten (10) hours forty (40) minutes respectively.</li> </ul> <p><u>Undertime</u></p> <ul style="list-style-type: none"> <li>- All undertime to be deducted at <u>ten (10) hours forty (40) minutes</u> for each working day lost in the pay period (e.g., <u>absence, sick, time off for Union business, off-duty status, on strike/lockout</u>) multiplied by the hourly equivalent. Where the total amount to be debited exceeds an employee's bi-weekly pay, the "excess" will be carried forward to the next pay period and debited accordingly.</li> <li>- An employee either going on to or returning from "Leave of Absence Without Pay Account GDIP" will have his bi-weekly pay reduced by the number of scheduled hours not worked within a pay period by the shift duration [i.e., ten (10) hours forty (40) minutes] multiplied by the hourly equivalent.</li> <li>- <u>Disciplinary Suspensions Without Pay</u></li> </ul> <p>Deducted for each work day lost in the pay period on the basis of the scheduled daily hours [i.e., ten (10) hours forty (40) minutes] multiplied by the hourly equivalent. However, the number of hours involved in such a suspension will be adjusted in an effort to maintain an equitable relationship with suspensions on a 5/2 type work schedule.</p> | <p>Four (4) hours forty (40) minutes and nine (9) hours twenty (20) minutes</p> <p>Nine (9) hours twenty (20) minutes</p> <p>Nine (9) hours twenty (20) minutes</p> | <p>Five (5) hours and ten (10) hours</p> <p>Ten (10) hours</p> <p>Ten (10) hours</p> <p>Ten (10) hours</p> |

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                            |                                                                         |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|
|  | <p><b>Example:</b> Hours involved in a three (3) day Suspension Without Pay for an employee working a 5/2 type work schedule is:</p> <p>3 days @ 8 hours = 24 hours</p> <p>Therefore, the number of hours involved in an equivalent suspension of an employee working a 4/4 compressed work week (equivalent to 6/3) will be accomplished as follows:</p> <p>The 24 hour suspension without pay will be applied over two (2) working days, i.e., first two (2) days @ ten (10) hours forty (40) minutes per day with the remaining two (2) hours forty (40) minutes being applied on the third working day. Therefore, the employee will be required to work eight (8) hours on that day.</p> <p>SEE CALCULATION CHART FOR ASSISTANCE IN CALCULATING DURATION OF DISCIPLINARY SUSPENSIONS.</p> | <p>Nine (9) hours twenty (20) minutes</p> <p>Same</p> <p>Two (2) days</p> <p>Five (5) hours and twenty (20) minutes<br/>Four (4) hours</p> | <p>Same</p> <p>Two (2) days</p> <p>Four (4) hours<br/>Six (6) hours</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|

| AGREEMENT<br>REFERENCE<br>IF ANY | 4/4 WORK SCHEDULE<br>(EQUIVALENT TO 6/3 TYPE SCHEDULE)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 4/3 WORK<br>SCHEDULE<br>(EQUIVALENT<br>TO 6/3<br>TYPE<br>SCHEDULE<br>) | 4/3 WORK<br>SCHEDULE<br>(EQUIVALENT<br>TO 5/2 TYPE<br>SCHEDULE)                                                                                                                                                                                                            |
|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 12.01                            | <p>e) Probationers (either term or permanent) excluded from a compressed work week except where an entire classification in a work location is working a compressed work week.</p> <p>f) <u>Statutory Holidays</u></p> <p>With the exception of the floating Statutory Holiday, Statutory Holidays will not apply. An employee may either lose or gain a Statutory Holiday when transferring between a 5/2 and 4/4 work schedule and vice versa.</p> <p><b>NOTE:</b> Refer to Memorandum No. 5 6/3 Type Work Schedule for Administration of Floating Statutory Holidays.</p> | Same                                                                   | Same                                                                                                                                                                                                                                                                       |
| 12.02                            | Not applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Same as 6/3 type                                                       | As per Agreement                                                                                                                                                                                                                                                           |
| 13.01                            | <p>g) <u>Vacations</u></p> <p><u>Entitlements</u></p> <p>1 week = 4 working days<br/>2 weeks = 8 working days</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Not applicable                                                         | <p>As per Agreement</p> <p>-No re-assignment twelve (12) hour credit</p> <p>-Reassigned, no credit</p> <p>-Reassigned/works reassigned day, credited at time and one-half (1½) for time worked during regularly scheduled hours of shift</p> <p>Same as 4/3 (6/3 type)</p> |

|  |                                                                                                                            |                                                                                                                                                                          |  |
|--|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p>3 weeks = 12 working days<br/>4 weeks = 16 working days<br/>5 weeks = 19 working days<br/>6 weeks = 22 working days</p> | <p>working days<br/>2 weeks = 8 working days<br/>3 weeks = 12 working days<br/>4 weeks = 16 working days<br/>5 weeks = 20 working days<br/>6 weeks = 24 working days</p> |  |
|--|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

| <b>AGREEMENT<br/>REFERENCE<br/>IF ANY</b> | <b>4/4 WORK SCHEDULE<br/>(EQUIVALENT TO 6/3 TYPE SCHEDULE)</b>                                                                                                                                                                                                                                                                                     | <b>4/3 WORK<br/>SCHEDULE<br/>(EQUIVALENT<br/>TO 6/3<br/>TYPE<br/>SCHEDULE<br/>)</b>      | <b>4/3 WORK<br/>SCHEDULE<br/>(EQUIVALENT<br/>TO 5/2 TYPE<br/>SCHEDULE)</b> |
|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|
| 13.04                                     | <b><u>Split Vacations</u></b><br><br>See Article 13.10 for establishing applicable vacation entitlement under circumstances where<br><br>- Part taken on 5/2 or 6/3 type work schedule and assigned to compressed work week schedule.<br><br>- Part taken on compressed work week schedule and employee assigned to 5/2 or 6/3 type work schedule. | Same                                                                                     | Same as 4/3 (6/3 type)                                                     |
| 5.13-5.14<br>7.04-7.05<br>9.04-9.05       | h) Shift premiums will be in accordance with the Collective Agreement with the exception that irregular shift premium will be limited to eight (8) hours for each working day.                                                                                                                                                                     | Same                                                                                     | Same                                                                       |
|                                           | i) Where a compressed work week is implemented, employees on a 5/2 or 6/3 type work schedule will be required to provide relief (e.g., vacation, illness, time off for Union business) and vice versa. This will apply to basic and above basic classifications.                                                                                   | Same                                                                                     | Same                                                                       |
|                                           | j) In the event shift overlap is involved a compressed work week can only be implemented where in the opinion of the Company productive use can be made of the shift overlap. The Company may change the shift overlap to any time which will meet operational requirements.                                                                       | Same                                                                                     | Same                                                                       |
| 10.07                                     | k) <u>Training</u><br><br>- No training in conjunction with a shift.<br><br>- Training on a regular day off will not exceed ten (10) hours forty (40) minutes.                                                                                                                                                                                     | Same<br><br><br>Nine (9) hours twenty (20) minutes                                       | Same<br><br><br>Ten (10) hours                                             |
| 10.07.01<br>(d)                           | - Special training taken on RDO's - minimums of four (4) and eight (8) hours will be five (5) hours twenty (20) minutes and ten (10) hours forty (40) minutes respectively.<br><br>l) Shift trades - only applicable on an R.D.O. and limited to one shift per day and no more than two (2) of a group of days off.                                | Four (4) hours forty (40) minutes and nine (9) hours twenty (20) minutes<br><br><br>Same | Five (5) hours and ten (10) hours<br><br><br>Same                          |



**COMPRESSED WORK WEEK  
CALCULATION CHART - DISCIPLINARY SUSPENSION DURATION**

| <u>5/2 WORK SCHEDULE</u> |                 |                     | <u>4/4 WORK SCHEDULE</u><br>(EQUIV. TO 6/3) |                 |              | <u>4/3 WORK SCHEDULE</u><br>(EQUIV. TO 6/3) |                 |              | <u>4/3 WORK SCHEDULE</u><br>(EQUIV. TO 5/2) |                 |              |
|--------------------------|-----------------|---------------------|---------------------------------------------|-----------------|--------------|---------------------------------------------|-----------------|--------------|---------------------------------------------|-----------------|--------------|
| SUSPENSION<br>HOURS      |                 | HOURS<br>SUSPENSION | SUSPENSION                                  |                 | HOURS        | SUSPENSION                                  |                 | HOURS        | SUSPENSION                                  |                 |              |
| <u>DAYS</u>              | <u>DEDUCTED</u> | <u>TOTAL</u>        | <u>DAYS</u>                                 | <u>DEDUCTED</u> | <u>TOTAL</u> | <u>DAYS</u>                                 | <u>DEDUCTED</u> | <u>TOTAL</u> | <u>DAYS</u>                                 | <u>DEDUCTED</u> | <u>TOTAL</u> |
|                          | <u>TOTAL</u>    | <u>DAYS</u>         |                                             | <u>TOTAL</u>    |              |                                             |                 |              |                                             |                 |              |
| ONE                      | 8.00            | 8.00                | ONE                                         | 10.40           | 10.40        | ONE                                         | 9.20            | 9.20         | ONE                                         | 10.00           | 10.00        |
| TWO                      | 8.00            | 16.00               | TWO                                         | 10.40           | 21.20        | TWO                                         | 9.29            | 18.40        | TWO                                         | 10.00           | 20.00        |
| THREE                    | 8.00            | 24.00               | THREE                                       | 10.40           | 32.00        | THREE                                       | 9.20            | 28.00        | THREE                                       | 10.00           | 30.00        |
| FOUR                     | 8.00            | 32.00               | FOUR                                        | 10.40           | 42.40        | FOUR                                        | 9.20            | 37.20        | FOUR                                        | 10.00           | 40.00        |
| FIVE                     | 8.00            | 40.00               | FIVE                                        | 10.40           | 53.20        | FIVE                                        | 9.20            | 46.40        | FIVE                                        | 10.00           | 50.00        |
| SIX                      | 8.00            | 48.00               | SIX                                         | 10.40           | 64.00        | SIX                                         | 9.20            | 56.00        | SIX                                         | 10.00           | 60.00        |
| SEVEN                    | 8.00            | 56.00               | SEVEN                                       | 10.40           | 74.40        | SEVEN                                       | 9.20            | 65.20        | SEVEN                                       | 10.00           | 70.00        |
| EIGHT                    | 8.00            | 64.00               | EIGHT                                       | 10.40           | 85.20        | EIGHT                                       | 9.20            | 74.40        | EIGHT                                       | 10.00           | 80.00        |
| NINE                     | 8.00            | 72.00               | NINE                                        | 10.40           | 96.00        | NINE                                        | 9.20            | 84.00        | NINE                                        | 10.00           | 90.00        |
| TEN                      | 8.00            | 80.00               | TEN                                         | 10.40           | 106.40       | TEN                                         | 9.20            | 93.20        | TEN                                         | 10.00           | 100.00       |
| ELEVEN                   | 8.00            | 88.00               | ELEVEN                                      | 10.40           | 117.20       | ELEVEN                                      | 9.20            | 102.40       | ELEVEN                                      | 10.00           | 110.00       |
| TWELVE                   | 8.00            | 96.00               | TWELVE                                      | 10.40           | 128.00       | TWELVE                                      | 9.20            | 112.00       | TWELVE                                      | 10.00           | 120.00       |
| THIRTEEN                 | 8.00            | 104.00              | THIRTEEN                                    | 10.40           | 138.40       | THIRTEEN                                    | 9.20            | 121.20       | THIRTEEN                                    | 10.00           | 130.00       |

|           |           |        |           |       |        |           |      |        |          |       |        |
|-----------|-----------|--------|-----------|-------|--------|-----------|------|--------|----------|-------|--------|
| FOURTEEN  | 8.00      | 112.00 | FOURTEEN  | 10.40 | 149.20 | FOURTEEN  | 9.20 | 130.40 | FOURTEEN | 10.00 | 140.00 |
| FIFTEEN   | 8.00      | 120.00 | FIFTEEN   | 10.40 | 160.00 | FIFTEEN   | 9.20 | 140.00 | FIFTEEN  | 10.00 | 150.00 |
| SIXTEEN   | 8.00      | 128.00 | SIXTEEN   | 10.40 | 170.40 | SIXTEEN   | 9.20 | 149.20 | SIXTEEN  | 10.00 | 160.00 |
| SEVENTEEN | 8.00      | 136.00 | SEVENTEEN | 10.40 | 181.20 | SEVENTEEN | 9.20 | 158.40 |          |       |        |
|           | SEVENTEEN | 10.00  | 170.00    |       |        |           |      |        |          |       |        |
| EIGHTEEN  | 8.00      | 144.00 | EIGHTEEN  | 10.40 | 192.00 | EIGHTEEN  | 9.20 | 168.00 | EIGHTEEN | 10.00 | 180.00 |
| NINETEEN  | 8.00      | 152.00 | NINETEEN  | 10.40 | 202.40 | NINETEEN  | 9.20 | 177.20 | NINETEEN | 10.00 | 190.00 |
| TWENTY    | 8.00      | 160.00 | TWENTY    | 10.40 | 213.20 | TWENTY    | 9.20 | 186.40 | TWENTY   | 10.00 | 200.00 |

## **VACATION ENTITLEMENT DETERMINATION - STANDARD WORK WEEK AND COMPRESSED WORK WEEK AND VICE VERSA**

The method of determining vacation entitlement under circumstances where an employee:

- (a) Earns a vacation entitlement on a 5/2 or 6/3 type work schedule and transfers to a compressed work week (i.e., 4/4 or 4/3 cycle) and has not taken any vacation entitlement, or vice versa,
- (b) Takes a portion of earned vacation in both the compressed work week and 5/2 or 6/3 type work schedule.

With respect to (a) above, employees on a 5/2 or 6/3 type schedule transferring to a compressed work week (4/4 or 4/3 cycle) or vice versa, will be assigned vacations in accordance with the appropriate Vacation Guide Chart.

With respect to (b) above, an employee's vacation entitlement will be determined as follows:

### **Example 1**

An employee with a four (4) week vacation entitlement takes one (1) week vacation on a 6/3 type work schedule and transfers to a 4/4 cycle.

**NOTE:** Total working day vacation entitlement = 19 days

- (a) - Convert total vacation entitlement into hours (i.e.,  $19 \times 8$  (scheduled hours) = 152 hours).
- (b) - Convert the number of working days of the initial Vacation Period taken into hours (i.e.,  $6 \times 8 = 48$  hours).
- (c) - Subtract (b) above from (a) above (i.e.,  $152 - 48 = 104$  hours remaining).
- (d) - Convert remaining vacation hours into working days (i.e.,  $104 \div 10.66$  (scheduled hours on 4/4 Cycle) = 9.8\* Working Days).

**\*NOTE:** If .5 or more round up, less than .5 round down.

### **Example 2**

An employee with a four (4) week entitlement takes one (1) week vacation on a 4/4 type work schedule and transfers to a 6/3 type work schedule.

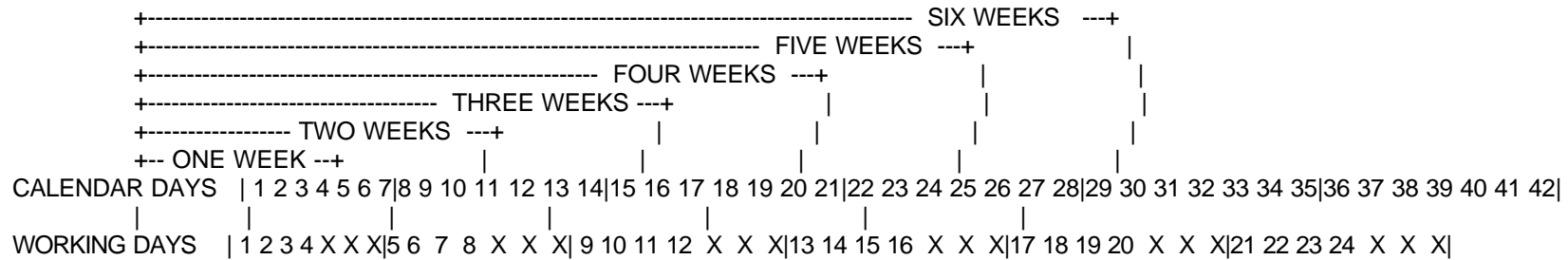
**NOTE:** Total Working Day Vacation Entitlement = 16 days

- (a) - Convert total Vacation Entitlement into hours (i.e.,  $16 \times 10.66$  (Scheduled Hours) = 170.6 hours).

- (b) - Convert the number of working days of the initial vacation period taken into hours (i.e.,  $4 \times 10.66 = 42.6$  hours).
- (c) - Subtract (b) above from (a) above (i.e.,  $170.6 - 42.6 = 128.9$  hours remaining).
- (d) - Convert remaining vacation hours into working day (i.e.,  $128.9 \div 8$  (scheduled hours on 6/3 Cycle) = 16.0\* working days).

**\*NOTE:** If .5 or more round up, less than .5 round down.

**4/3 (COMPRESSED WORK WEEK) VACATION CHART**



**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT**

- |                                                                                                                                      |                                                                                                                                                                    |                                                                                                                                                                                                   |                                                                                                                                                                        |
|--------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Two weeks (Split 1-1 weeks)</u><br><br>First week - 4 working days<br>Last period - 4 working days<br>TOTAL - 8 working days   | 6. <u>Four weeks (Split 1-2-1 weeks)</u><br><br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 11. <u>Four weeks (Split 1-1-1-1 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 16. <u>Five weeks (Split 3-1-1 weeks)</u><br><br>Three weeks - 12 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 20 working days |
| 2. <u>Three weeks (Split 2-1 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 12 working days | 7. <u>Four weeks (Split 2-1-1 weeks)</u><br><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 12. <u>Five weeks (Split 1-2-2 weeks)</u><br><br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 8 working days<br>TOTAL - 20 working days                               | 17. <u>Five weeks (Split 2-3 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 12 working days<br>TOTAL - 20 working days                                  |
| 3. <u>Three weeks (Split 1-2 weeks)</u><br><br>One week - 4 working days<br>Last period - 8 working days<br>TOTAL - 12 working days  | 8. <u>Four weeks (Split 2-2 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 8 working days<br>TOTAL - 16 working days                                | 13. <u>Five weeks (Split 2-1-2 weeks)</u><br><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 8 working days                                                          | 18. <u>Five weeks (Split 3-2 weeks)</u><br><br>Three weeks - 12 working days<br>Last period - 8 working days<br>TOTAL - 20 working days                                |

TOTAL - 20 working days

- |                                                                                                                                                                |                                                                                                                                     |                                                                                                                                                                 |                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|
| 4. <u>Three weeks (Split 1-1-1 weeks)</u><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 12 working days | 9. <u>Four weeks (Split 1-3 weeks)</u><br>One week - 4 working days<br>Last period - 12 working days<br>TOTAL - 16 working days     | 14. <u>Five weeks (Split 2-2-1 week)</u><br>Two weeks - 8 working days<br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 20 working days | 19. <u>Five weeks (Split 1-4 weeks)</u><br>One week - 4 working days<br>Last period - 16 working days<br>TOTAL - 20 working days   |
| 5. <u>Four weeks (Split 1-1-2 weeks)</u><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 8 working days<br>TOTAL - 16 working days  | 10. <u>Four weeks (Split 3-1 weeks)</u><br>Three weeks - 12 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 15. <u>Five weeks (Split 1-1-3 weeks)</u><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 12 working days<br>TOTAL - 20 working days | 20. <u>Five weeks (Split 4-1 weeks)</u><br>Four weeks - 16 working days<br>Last period - 4 working days<br>TOTAL - 20 working days |

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**4/3 (COMPRESSED WORK WEEK) VACATION CHART**

- |                                                                                                                                                                                                |                                                                                                                                                                  |                                                                                                                                                                    |                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|
| 21. <u>Five weeks (Split 2-1-1-1 weeks)</u><br>Two weeks - 8 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 20 working days | 26. <u>Six weeks (Split 1-1-4 weeks)</u><br>One week - 4 working days<br>Four weeks - 4 working days<br>Last period - 16 working days<br>TOTAL - 24 working days | 31. <u>Six weeks (Split 2-1-3 weeks)</u><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 12 working days<br>TOTAL - 24 working days    | 36. <u>Six weeks (Split 1-5 weeks)</u><br>One week - 4 working days<br>Last period - 20 working days<br>TOTAL - 24 working days  |
| 22. <u>Five weeks (Split 1-2-1-1 weeks)</u><br>One week - 4 working days<br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 20 working days | 27. <u>Six weeks (Split 1-4-1 weeks)</u><br>One week - 4 working days<br>Four weeks - 16 working days<br>Last period - 4 working days<br>TOTAL - 24 working days | 32. <u>Six weeks (Split 2-3-1 weeks)</u><br>Two weeks - 8 working days<br>Three weeks - 12 working days<br>Last period - 4 working days<br>TOTAL - 24 working days | 37. <u>Six weeks (Split 2-4 weeks)</u><br>Two weeks - 8 working days<br>Last period - 16 working days<br>TOTAL - 24 working days |
| 23. <u>Five weeks (Split 1-1-2-1 weeks)</u><br>One week - 4 working days                                                                                                                       | 28. <u>Six weeks (Split 4-1-1 weeks)</u><br>Four weeks - 16 working days                                                                                         | 33. <u>Six weeks (Split 2-2-2 weeks)</u><br>Two weeks - 8 working days                                                                                             | 38. <u>Six weeks (Split 3-3 weeks)</u><br>Three weeks - 12 working days                                                          |

days

One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 20 working days

One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 24 working days

Last period - 12 working days  
TOTAL - 24 working days

24. Five weeks (Split 1-1-1-2 weeks)

One week - 4 working days  
days

One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 20 working days

29. Six weeks (Split 1-2-3 weeks)

One week - 4 working days

Two weeks - 8 working days  
Last period - 12 working days  
TOTAL - 24 working days

34. Six weeks (Split 3-2-1 weeks)

Three weeks - 12 working days

Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

39. Six weeks (Split 5-1 weeks)

Five weeks - 20 working

Last period - 4 working days  
TOTAL - 24 working days

25. Five weeks (Split 1-1-1-1-1 wks)

One week - 4 working days  
days

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 20 working days

30. Six weeks (Split 1-3-2 weeks)

One week - 4 working days

Three weeks - 12 working days  
Last period - 8 working days  
TOTAL - 24 working days

35. Six weeks (Split 3-1-2 weeks)

Three weeks - 12 working days

One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

40. Six weeks (Split 4-2 weeks)

Four weeks - 16 working

Last period - 8 working days  
TOTAL - 24 working days

**4/3 (COMPRESSED WORK WEEK) VACATION CHART**

41. Six weeks (Split 3-1-1-1 wks)

Three weeks - 12 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

46. Six weeks (Split 1-2-2-1 wks)

One week - 4 working days  
Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

51. Six weeks (Split 2-1-1-1-1 wks)

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

56. Six weeks (Split 1-1-1-1-1-1 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

42. Six weeks (Split 1-3-1-1 wks)

One week - 4 working days  
Three weeks - 12 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

47. Six weeks (Split 2-2-1-1 wks)

Two weeks - 8 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

52. Six weeks (Split 1-2-1-1-1 wks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

43. Six weeks (Split 1-1-3-1 wks)

One week - 4 working days  
One week - 4 working days  
Three weeks - 12 working days  
Last period - 4 working days  
TOTAL - 24 working days

48. Six weeks (Split 2-1-2-1 wks)

Two weeks - 8 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

53. Six weeks (Split 1-1-2-1-1 wks)

One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

44. Six weeks (Split 1-1-1-3 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 12 working days  
TOTAL - 24 working days

49. Six weeks (Split 2-1-1-2 wks)

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

54. Six weeks (Split 1-1-1-2-1 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days



TOTAL - 24 working days

45. Six weeks (Split 1-2-1-1 wks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

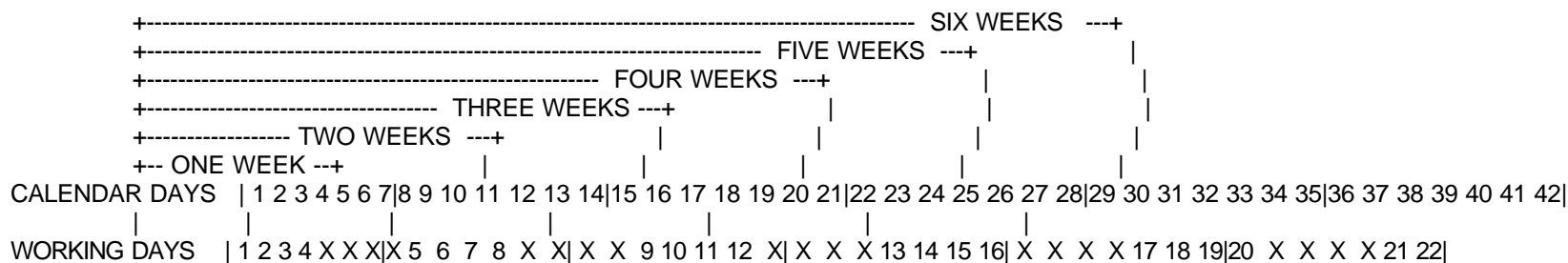
50. Six weeks (Split 1-1-2-2 wks)

One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 24 working days

55. Six weeks (Split 1-1-1-1-2 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

**4/4 (COMPRESSED WORK WEEK) VACATION CHART**



**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT**

- |                                                                                                                                       |                                                                                                                                                                    |                                                                                                                                                                      |                                                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Two weeks (Split 1-1 week weeks)</u><br><br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 8 working days | 6. <u>Four weeks (Split 1-2-1 weeks)</u><br><br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 11. <u>Four weeks (Split 1-1-1-1 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 16. <u>Five weeks (Split 3-1-1 weeks)</u><br><br>Three weeks - 12 working days<br>One week - 4 working days<br>Last period - 3 working days<br>TOTAL - 19 working days |
| 2. <u>Three weeks (Split 2-1 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 12 working days  | 7. <u>Four weeks (Split 2-1-1 weeks)</u><br><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 16 working days | 12. <u>Five weeks (Split 1-2-2 weeks)</u><br><br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 7 working days<br>TOTAL - 19 working days  | 17. <u>Five weeks (Split 2-3 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 11 working days<br>TOTAL - 19 working days                                  |
| 3. <u>Three weeks (Split 1-2 weeks)</u><br><br>One week - 4 working days<br>Last period - 8 working days<br>TOTAL - 12 working days   | 8. <u>Four weeks (Split 2-2 weeks)</u><br><br>Two weeks - 8 working days<br>Last period - 8 working days<br>TOTAL - 16 working days                                | 13. <u>Five weeks (Split 2-1-2 weeks)</u><br><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 7 working days<br>TOTAL - 19 working days  | 18. <u>Five weeks (Split 3-2 weeks)</u><br><br>Three weeks - 12 working days<br>Last period - 7 working days<br>TOTAL - 19 working days                                |

4. Three weeks (Split 1-1-1 weeks)

One week - 4 working days  
One weeks - 4 working days  
Last period - 4 working days  
TOTAL - 12 working days

9. Four weeks (Split 1-3 weeks)

One week - 4 working days  
Last period - 12 working days  
TOTAL - 16 working days

14. Five weeks (Split 2-2-1 weeks)

Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 3 working days  
TOTAL - 19 working days

19. Five weeks (Split 1-4 weeks)

One week - 4 working days  
Last period - 15 working days  
TOTAL - 19 working days

5. Four weeks (Split 1-1-2 weeks)

One week - 4 working days  
days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 16 working days

10. Four weeks (Split 3-1 weeks)

Three weeks - 12 working days  
Last period - 4 working days  
TOTAL - 16 working days

15. Five weeks (Split 1-1-3 weeks)

One week - 4 working days  
One week - 4 working days  
Last period - 11 working days  
TOTAL - 19 working days

20. Five weeks (Split 4-1 weeks)

Four weeks - 16 working  
Last period - 3 working days  
TOTAL - 19 working days

**4/4 (COMPRESSED WORK WEEK) VACATION CHART**

|                                             |                                           |                                          |                                        |
|---------------------------------------------|-------------------------------------------|------------------------------------------|----------------------------------------|
| 21. <u>Five weeks (Split 2-1-1-1 weeks)</u> | 26. <u>Five weeks (Split 1-1-4 weeks)</u> | 31. <u>Six weeks (Split 2-1-3 weeks)</u> | 36. <u>Six weeks (Split 1-5 weeks)</u> |
| Two weeks - 8 working days                  | One week - 4 working days                 | Two weeks - 8 working days               | One week - 4 working days              |
| One week - 4 working days                   | One week - 4 working days                 | One week - 4 working days                | Last period - 18 working days          |
| One week - 4 working days                   | Last period - 14 working days             | Last period - 10 working days            | TOTAL - 22 working days                |
| Last period - 3 working days                | TOTAL - 22 working days                   | TOTAL - 22 working days                  |                                        |
| TOTAL - 19 working days                     |                                           |                                          |                                        |
| 22. <u>Five weeks (Split 1-2-1-1 weeks)</u> | 27. <u>Six weeks (Split 1-4-1 weeks)</u>  | 32. <u>Six weeks (Split 2-3-1 weeks)</u> | 37. <u>Six weeks (Split 2-4 weeks)</u> |
| One week - 4 working days                   | One week - 4 working days                 | Two weeks - 8 working days               | Two weeks - 8 working days             |
| days                                        |                                           |                                          |                                        |
| Two weeks - 8 working days                  | Four weeks - 16 working days              | Three weeks - 12 working days            | Last period - 14 working days          |
| One week - 4 working days                   | Last period - 2 working days              | Last period - 2 working days             | TOTAL - 22 working days                |
| Last period - 3 working days                | TOTAL - 22 working days                   | TOTAL - 22 working days                  |                                        |
| TOTAL - 19 working days                     |                                           |                                          |                                        |
| 23. <u>Five weeks (Split 1-1-2-1 weeks)</u> | 28. <u>Six weeks (Split 4-1-1 weeks)</u>  | 33. <u>Six weeks (Split 2-2-2 weeks)</u> | 38. <u>Six weeks (Split 3-3 weeks)</u> |
| One week - 4 working days                   | Four weeks - 16 working days              | Two weeks - 8 working days               | Three weeks - 12 working days          |
| days                                        |                                           |                                          |                                        |
| One week - 8 working days                   | One week - 4 working days                 | Two weeks - 8 working days               | Last period - 10 working days          |
| Two weeks - 4 working days                  | Last period - 2 working days              | Last period - 6 working days             | TOTAL - 22 working days                |
| Last period - 3 working days                | TOTAL - 22 working days                   | TOTAL - 22 working days                  |                                        |
| TOTAL - 19 working days                     |                                           |                                          |                                        |
| 24. <u>Five weeks (Split 1-1-1-2 weeks)</u> | 29. <u>Six weeks (Split 1-2-3 weeks)</u>  | 34. <u>Six weeks (Split 3-2-1 weeks)</u> | 39. <u>Six weeks (Split 5-1 weeks)</u> |
| One week - 4 working days                   | One week - 4 working days                 | Three weeks - 12 working days            | Five weeks - 20 working days           |
| days                                        |                                           |                                          |                                        |
| One week - 4 working days                   | Two weeks - 8 working days                | Two weeks - 8 working days               | Last period - 2 working days           |
| One week - 3 working days                   | Last period - 10 working days             | Last period - 2 working days             | TOTAL - 22 working days                |
| Last period - 8 working days                | TOTAL - 22 working days                   | TOTAL - 22 working days                  |                                        |
| TOTAL - 19 working days                     |                                           |                                          |                                        |

25. Five weeks (Split 1-1-1-1-1 wks)

One week - 4 working days  
days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 3 working days  
TOTAL - 19 working days

30. Six weeks (Split 1-3-2 weeks)

One week - 4 working days  
Three weeks - 12 working days  
Last period - 6 working days  
TOTAL - 22 working days

35. Six weeks (Split 3-1-2 weeks)

Three weeks - 12 working days  
One week - 4 working days  
Last period - 6 working days  
TOTAL - 22 working days

40. Six weeks (Split 4-2 weeks)

Four weeks - 16 working days  
Last period - 6 working days  
TOTAL - 22 working days

**4/4 (COMPRESSED WORK WEEK) VACATION CHART**

|                                                            |                                            |                                            |                                  |
|------------------------------------------------------------|--------------------------------------------|--------------------------------------------|----------------------------------|
| 41. <u>Six weeks (Split 1-1-1-3 weeks)</u><br>1-1-1-1 wks) | 46. <u>Six weeks (Split 1-2-1-2 weeks)</u> | 51. <u>Six weeks (Split 1-1-1-1-2 wks)</u> | 56. <u>Six weeks (Split 1-1-</u> |
| One week - 4 working days<br>working days                  | One week - 4 working days                  | One week - 4 working days                  | One week - 4                     |
| One week - 4 working days<br>working days                  | Two weeks - 8 working days                 | One week - 4 working days                  | One week - 4                     |
| One week - 4 working days<br>working days                  | One week - 4 working days                  | One week - 4 working days                  | One week - 4                     |
| Last period - 10 working days<br>working days              | Last period - 6 working days               | One week - 2 working days                  | One week - 4                     |
| TOTAL - 22 working days<br>working days                    | TOTAL - 22 working days                    | Last period - 8 working days               | One week - 4                     |
| working days                                               |                                            | TOTAL - 22 working days                    | Last period - 2                  |
| working days                                               |                                            |                                            | TOTAL - 22                       |
| 42. <u>Six weeks (Split 3-1-1-1 weeks)</u>                 | 47. <u>Six weeks (Split 1-1-2-2 weeks)</u> | 52. <u>Six weeks (Split 1-1-1-2-1 wks)</u> |                                  |
| Three weeks - 12 working days                              | One week - 4 working days                  | One week - 4 working days                  |                                  |
| One week - 4 working days                                  | One week - 4 working days                  | One week - 4 working days                  |                                  |
| One week - 4 working days                                  | Two weeks - 8 working days                 | One week - 4 working days                  |                                  |
| Last period - 2 working days                               | Last period - 6 working days               | Two weeks - 8 working days                 |                                  |
| TOTAL - 22 working days                                    | TOTAL - 22 working days                    | Last period - 2 working days               |                                  |
|                                                            |                                            | TOTAL - 22 working days                    |                                  |
| 43. <u>Six weeks (Split 1-3-1-1 weeks)</u>                 | 48. <u>Six weeks (Split 1-2-2-1 weeks)</u> | 53. <u>Six weeks (Split 1-1-2-1-1 wks)</u> |                                  |
| One week - 4 working days                                  | One week - 4 working days                  | One week - 4 working days                  |                                  |
| Three weeks - 12 working days                              | Two weeks - 8 working days                 | One week - 4 working days                  |                                  |
| One week - 4 working days                                  | Two weeks - 8 working days                 | Two weeks - 8 working days                 |                                  |
| Last period - 2 working days                               | Last period - 2 working days               | One week - 4 working days                  |                                  |
| TOTAL - 22 working days                                    | TOTAL - 22 working days                    | Last period - 2 working days               |                                  |
|                                                            |                                            | TOTAL - 22 working days                    |                                  |
| 44. <u>Six weeks (Split 1-1-3-1 weeks)</u>                 | 49. <u>Six weeks (Split 2-2-1-1 weeks)</u> | 54. <u>Six weeks (Split 1-2-1-2-1 wks)</u> |                                  |
| One week - 4 working days                                  | Two weeks - 8 working days                 | One week - 4 working days                  |                                  |

One week - 4 working days  
Three weeks - 12 working days  
Last period - 2 working days  
TOTAL - 22 working days

Two weeks - 8 working days  
One week - 4 working days  
Last period - 2 working days  
TOTAL - 22 working days

Two weeks - 8 working days  
One week - 4 working days  
Two weeks - 4 working days  
Last period - 2 working days  
TOTAL - 22 working days

45. Six weeks (Split 2-1-1-2 weeks)    50. Six weeks (Split 2-1-2-1 weeks)    55. Six weeks (Split 2-1-1-1-1 wks)

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 6 working days  
TOTAL - 22 working days

Two weeks - 8 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 2 working days  
TOTAL - 22 working days

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 2 working days  
TOTAL - 22 working days

## **MEMORANDUM NO. 5**

### **6/3 TYPE WORK SCHEDULE**

A 6/3 type work schedule, which includes additional days off in lieu of Statutory Holidays is a work schedule which can be implemented in accordance with Article 10.01.02 at locations for employees providing seven (7) days per week coverage at the request of the Union. Where a work schedule of six (6) days worked and three (3) days off is too stringent to meet the coverage required, equivalent variations thereof (e.g., 4/2, 5/3, 5/2, etc.) are acceptable to the Union.

A 6/3 type schedule will be implemented upon request and as soon as additional personnel can be hired and trained.

Once a 6/3 type work schedule has been implemented, it will remain in effect for a minimum of one (1) year in order to avoid fluctuations in employment, high cost of recruiting and training staff and to provide consistent working conditions for a reasonable period of time. Within the Airport & Cargo Operations Branch, such changes may only be made in conjunction with the introduction of a flight schedule.

#### **1. Determination of an Appropriate Employee Group**

It is not the intent that the implementation of a 6/3 type work schedule be contingent upon it applying to all employees at a location. In the interest of an efficient utilization of manpower, it is essential that the Company retain the responsibility for the establishment of an appropriate employee group when implementing work schedules. In making such a determination, it is then incumbent on both parties to jointly review all aspects of the situation to arrive at the most acceptable work schedule which will meet the required distribution of staff and cover the work requirements. Although a 6/3 type work schedule may be implemented for the majority of employees at a location, some employees may be required to work a fixed 5/2 work schedule in order to specialize in a particular work function, provide additional coverage on a shift, meet an uneven weekly work requirement, etc.



## **2. Assignments between 5/2 and 6/3 Type Work Schedules**

### **(a) Short Term**

Where Statutory Holidays fall during a short term assignment (e.g., less than thirty (30) days) and an employee is assigned from a standard 5/2 shift or equivalent to a shift having built-in Statutory Holidays (e.g., 6/3 type, etc.), the individual will be credited with eight (8) hours special compensation unless scheduled to receive at least one (1) additional regular day off as a result of such assignment. Where Statutory Holidays fall during a short term assignment (e.g., less than thirty (30) days) and an employee is assigned from a shift having built-in Statutory Holidays (e.g., 6/3 type) to a standard 5/2 shift or equivalent, the provisions of the Agreement relative to Statutory Holidays will not apply. However, if all employees in a work location in which such an individual is employed are allowed a Statutory Holiday off, the individual will receive the day off and the time record will not be debited.

### **(b) Permanent Assignment**

Employees permanently transferring between work schedules will have their Statutory Holidays credited in accordance with the schedule to which they are transferring effective the date of the transfer to the new schedule.

## **3. Floating Statutory Holiday**

Employees working a 6/3 type work schedule, including equivalent compressed work week, which includes additional days off in lieu of Statutory Holidays are granted one (1) floating Statutory Holiday per calendar year.

The day on which the holiday will fall will be determined by mutual agreement between the Company and employee. In the event the day cannot be granted by December 31st of the calendar year, the employee will be credited eight (8) hours straight time in lieu of the holiday.

To be eligible for this additional day off or eight (8) hours straight time credit in lieu, an employee will be required to:

- (a) Be working a 6/3 type work schedule which includes additional days off in lieu of Statutory Holidays, and/or
- (b) Be in position to have accumulated at least six (6) months on a 6/3 type work schedule in any calendar year starting January 1st.

Should an employee revert to a 5/2 type work schedule during the calendar year prior to having worked six (6) months on a 6/3 and he had been granted the additional day off, the time record will be debited eight (8) hours in December of that calendar year.

An employee will not be eligible for the additional day off if he commences working a 6/3 work schedule after July 1st, after having worked a 5/2 type schedule for the first six (6) months. On the other hand, an employee who has worked the first four (4) months of a year on a 6/3 type schedule reverts to a 5/2 type schedule until October and then returns to a 6/3 type schedule for two (2) months (November, December), such employee will be considered eligible for the additional holiday effective with his return to a 6/3 type schedule in November.

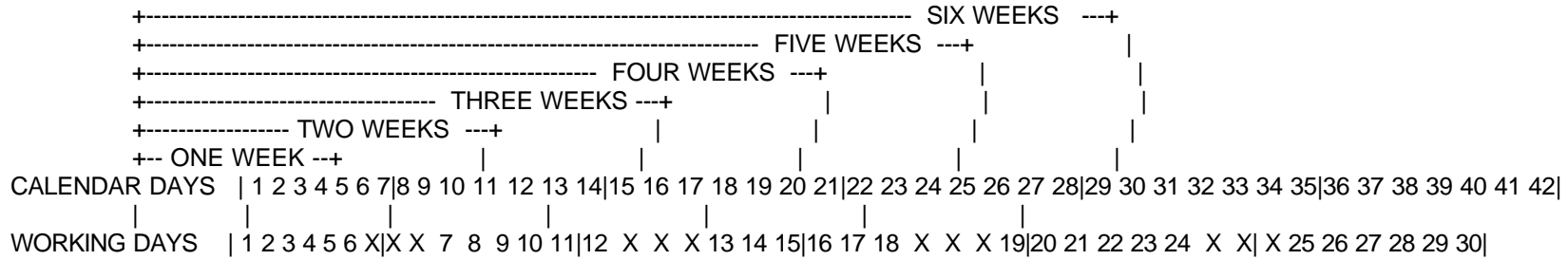
**4. Statutory Holiday Overtime Credits**

Since employees working a 6/3 shift schedule are granted additional days off in lieu of Statutory Holidays identified in Article 12.01, any employee required to work overtime beyond the regularly scheduled hours of the shift on such a day will be credited on a time and one-half basis for the first two (2) hours and double time thereafter (reference Article 10.02.01[d]).

**5. Vacation Entitlements 6/3 Type Work Schedules**

Vacation entitlements for employees on a 6/3 shift cycle who commence vacation after a regular day off will be in accordance with the following chart.

**VACATION ENTITLEMENTS - FOR 6/3 CYCLE COMMENCING AFTER AN RDO**



**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT**

- |                                                                                        |                                                                                                                    |                                                                                                                                               |                                                                                                                      |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| 1. <u>Two weeks (Split 1-1 week)</u>                                                   | 5. <u>Four weeks (Split 1-1-2 weeks)</u>                                                                           | 9. <u>Four weeks (Split 1-3 weeks)</u>                                                                                                        | 13. <u>Five weeks (Split 2-1-2 weeks)</u><br><u>Five weeks (Split 3-1-1 weeks)</u>                                   |
| First week - 6 working days<br>Last period - 5 working days<br>TOTAL - 11 working days | One week - 6 working days<br>One week - 6 working days<br>Last period - 7 working days<br>TOTAL - 19 working days  | One week - 6 working days<br>Last period - 13 working days<br>TOTAL - 19 working days                                                         | Two weeks - 12 working days<br>One week - 6 working days<br>Last period - 6 working days<br>TOTAL - 24 working days  |
| 2. <u>Three weeks (Split 2-1 weeks)</u>                                                | 6. <u>Four weeks (Split 1-2-1 weeks)</u>                                                                           | 10. <u>Four weeks (Split 3-1 weeks)</u>                                                                                                       | 14. <u>Five weeks (Split 2-2-1 weeks)</u>                                                                            |
| Two weeks - 12 working days<br>Last period - 3 working days<br>TOTAL - 15 working days | One week - 6 working days<br>Two weeks - 12 working days<br>Last period - 1 working day<br>TOTAL - 19 working days | Three weeks - 15 working days<br>Last period - 4 working days<br>TOTAL - 19 working days                                                      | Two weeks - 12 working days<br>Two weeks - 11 working days<br>Last period - 1 working day<br>TOTAL - 24 working days |
| 3. <u>Three weeks (Split 1-2 weeks)</u>                                                | 7. <u>Four weeks (Split 2-1-1 weeks)</u>                                                                           | 11. <u>Four weeks (Split 1-1-1-1 weeks)</u>                                                                                                   | 15. <u>Five weeks (Split 1-1-3 weeks)</u>                                                                            |
| One week - 6 working days<br>Last period - 9 working days<br>TOTAL - 15 working days   | Two weeks - 12 working days<br>One week - 6 working days<br>Last period - 1 working day<br>TOTAL - 19 working days | One week - 6 working days<br>One week - 6 working days<br>One week - 6 working days<br>Last period - 1 working day<br>TOTAL - 19 working days | One week - 6 working days<br>One week - 6 working days<br>Last period - 12 working day<br>TOTAL - 24 working days    |
| 4. <u>Three weeks (Split 1-1-1 weeks)</u>                                              | 8. <u>Four weeks (Split 2-2 weeks)</u>                                                                             | 12. <u>Five weeks (Split 1-3-1 weeks)</u><br><u>Five weeks (Split 1-2-2 weeks)</u>                                                            | 16. <u>Five weeks (Split 2-3 weeks)</u><br><u>Five weeks (Split 3-2 weeks)</u>                                       |

One week - 6 working days  
One week - 6 working days  
Last period - 3 working days  
TOTAL - 15 working days

Two weeks - 12 working days  
Last period - 7 working days  
TOTAL - 19 working days

One week - 6 working days  
Two weeks - 12 working days  
Last period - 6 working days  
TOTAL - 24 working days

Two weeks - 12 working days  
Last period - 12 working days  
TOTAL - 24 working days

**VACATION ENTITLEMENTS - FOR 6/3 CYCLE COMMENCING AFTER AN RDO**

|                                                                                                                                                                      |                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 17. <u>Five weeks (Split 1-4 weeks)</u><br><br>One week - 6 working days<br>Last period - 18 working days<br>TOTAL - 24 working days                                 | 22. <u>Six weeks (Split 1-3-2 weeks)</u><br><u>Six weeks (Split 1-2-3 weeks)</u><br><br>One week - 6 working days<br>Two weeks - 12 working days<br>Last period - 12 working days<br>TOTAL - 30 working days                                            | 27. <u>Six weeks (Split 4-2 weeks)</u><br><u>Six weeks (Split 3-3 weeks)</u><br><br>Three weeks - 18 working days<br>Last period - 12 working days<br>TOTAL - 30 working days                                                                                                            | 32. <u>Six weeks (Split 1-1-1-3 wks)</u><br><u>Six weeks (Split 1-1-2-2 wks)</u><br><br>One week - 6 working days<br>One week - 6 working days<br>One week - 6 working days<br>Last period - 12 working days<br>TOTAL - 30 working days |
| 18. <u>Five weeks (Split 4-1 weeks)</u><br><br>Four weeks - 18 working days<br>Last period - 6 working days<br>TOTAL - 24 working days                               | 23. <u>Six weeks (Split 2-1-3 weeks)</u><br><br>Two weeks - 12 working days<br>One week - 6 working days<br>Last period - 12 working days<br>TOTAL - 30 working days                                                                                    | 28. <u>Six weeks (Split 5-1 weeks)</u><br><br>Five weeks - 24 working days<br>Last period - 6 working days<br>TOTAL - 30 working days                                                                                                                                                    | 33. <u>Six weeks (Split 1-1-1-1-1 wks)</u><br><br>One week - 6 working days<br>One week - 6 working days<br>One week - 6 working days<br>One week - 6 working days<br>Last period - 6 working days<br>TOTAL - 30 working days           |
| 19. <u>Six weeks (Split 1-1-4 weeks)</u><br><br>One week - 6 working days<br>One week - 6 working days<br>Last period - 18 working days<br>TOTAL - 30 working days   | 24. <u>Six weeks (Split 2-2-2 weeks)</u><br><u>Six weeks (Split 3-2-1 weeks)</u><br><u>Six weeks (Split 2-3-1 weeks)</u><br><br>Two weeks - 12 working days<br>Three weeks - 12 working days<br>Last period - 6 working days<br>TOTAL - 30 working days | 29. <u>Six weeks (Split 3-1-1-1 weeks)</u><br><u>Six weeks (Split 2-2-1-1 weeks)</u><br><u>Six weeks (Split 2-1-1-2 weeks)</u><br><br>Three weeks - 12 working days<br>One week - 6 working days<br>One week - 6 working days<br>Last period - 6 working days<br>TOTAL - 30 working days |                                                                                                                                                                                                                                         |
| 20. <u>Six weeks (Split 1-4-1 weeks)</u><br><br>One week - 6 working days<br>Four weeks - 18 working days<br>Last period - 6 working days<br>TOTAL - 30 working days | 25. <u>Six weeks (Split 1-5 weeks)</u><br><br>One week - 6 working days<br>Last period - 24 working days<br>TOTAL - 30 working days                                                                                                                     | 30. <u>Six weeks (Split 1-1-3-1 weeks)</u><br><u>Six weeks (Split 2-1-2-1 weeks)</u><br><br>One week - 6 working days<br>One week - 6 working days<br>Three weeks - 12 working days<br>Last period - 6 working days<br>TOTAL - 30 working days                                           |                                                                                                                                                                                                                                         |

21. Six weeks (Split 3-1-2 weeks)  
Six weeks (Split 4-1-1 weeks)

Four weeks - 18 working days  
One week - 6 working days  
Last period - 6 working days  
TOTAL - 30 working days

26. Six weeks (Split 2-4 weeks)

Two weeks - 12 working days  
Last period - 18 working days  
TOTAL - 30 working days

31. Six weeks (Split 1-3-1-1 weeks)  
Six weeks (Split 1-2-1-2 weeks)  
Six weeks (Split 1-2-2-1 weeks)

One week - 6 working days  
Three weeks - 12 working days  
One week - 6 working days  
Last period - 6 working days  
TOTAL - 30 working days

**VACATION ENTITLEMENTS - FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)**

|               |                         |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|---------------|-------------------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--|
|               | +-----SIX WEEKS-----+   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|               | +-----FIVE WEEKS-----+  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|               | +-----FOUR WEEKS-----+  |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|               | +-----THREE WEEKS-----+ |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|               | +-----TWO WEEKS-----+   |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
|               | +---ONE WEEK---+        |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |  |
| CALENDAR DAYS |                         | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 |  |
| WORKING DAYS  |                         | 1 | 2 | 3 | 4 | X | X | 5 | 6 | 7 | 8  | X  | X  | 9  | 10 | 11 | 12 | X  | X  | 13 | 14 | 15 | 16 | X  | X  | 17 | 18 | 19 | 20 | X  | X  | 21 | 22 | 23 | 24 | X  | X  | 25 | 26 | 27 | 28 | X  | X  |  |

**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT**

- |                                                                                                                                       |                                                                                                                                                                     |                                                                                                                                         |                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <u>Two weeks (Split 1-1 week)</u><br><br>One week - 4 working days<br>Last period - 6 working days<br>TOTAL - 10 working days      | 6. <u>Three weeks (Split 1-1-1 weeks)</u><br><br>One week - 8 working days<br>One week - 4 working days<br>Last period - 3 working days<br>TOTAL - 15 working days  | 11. <u>Four weeks (Split 2-2 weeks)</u><br><br>Two weeks - 12 working days<br>Last period - 8 working days<br>TOTAL - 20 working days   | 16. <u>Four weeks (Split 1-1-2-1 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 20 working days  |
| 2. <u>Three weeks (Split 2-1 weeks)</u><br><br>Two weeks - 11 working days<br>Last period - 4 working days<br>TOTAL - 15 working days | 7. <u>Four weeks (Split 1-1-2 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 12 working days<br>TOTAL - 20 working days  | 12. <u>Four weeks (Split 1-3 weeks)</u><br><br>One week - 4 working days<br>Last period - 16 working days<br>TOTAL - 20 working days    | 17. <u>Four weeks (Split 1-1-1-2 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 8 working days<br>TOTAL - 20 working days   |
| 3. <u>Three weeks (Split 1-2 weeks)</u><br><br>One week - 4 working days<br>Last period - 11 working days<br>TOTAL - 15 working days  | 8. <u>Four weeks (Split 1-2-1 weeks)</u><br><br>One week - 4 working days<br>Two weeks - 12 working days<br>Last period - 4 working days<br>TOTAL - 20 working days | 13. <u>Four weeks (Split 3-1 weeks)</u><br><br>Three weeks - 16 working days<br>Last period - 4 working days<br>TOTAL - 20 working days | 18. <u>Four weeks (Split 1-1-1-1-1 weeks)</u><br><br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 20 working days |
| 4. <u>Three weeks (Split 1-1-1 weeks)</u>                                                                                             | 9. <u>Four weeks (Split 2-1-1 weeks)</u>                                                                                                                            | 14. <u>Four weeks (Split 2-1-1-1 weeks)</u>                                                                                             | 19. <u>Five weeks (Split 1-2-2 weeks)</u>                                                                                                                                                           |

One week - 4 working days  
One week - 4 working days  
Last period - 7 working days  
TOTAL - 15 working days

Two weeks - 12 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 20 working days

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 20 working days

One week - 4 working days  
Two weeks - 12 working days  
Last period - 8 working days  
TOTAL - 24 working days

5. Three weeks (Split 1-1-1 weeks)

One week - 4 working days  
One week - 8 working days  
Last period - 3 working days  
TOTAL - 15 working days

10. Four weeks (Split 2-1-1 weeks)

Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 20 working days

15. Four weeks (Split 1-2-1-1 weeks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 20 working days

20. Five weeks (Split 1-3-1 weeks)

One week - 4 working days  
Three weeks - 16 working days  
Last period - 4 working days  
TOTAL - 24 working days

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**VACATION ENTITLEMENTS - FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)**

21. Five weeks (Split 2-1-2 weeks)

Two weeks - 12 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

26. Five weeks (Split 2-3 weeks)

Two weeks - 8 working days  
Last period - 16 working days  
TOTAL - 24 working days

31. Five weeks (Split 2-1-2-1 weeks)

Two weeks - 8 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

36. Five weeks (Split 2-1-1-1-1 weeks)

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

22. Five weeks (Split 3-1-1 weeks)

Three weeks - 16 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

27. Five weeks (Split 3-2 weeks)

Three weeks - 16 working days  
Last period - 8 working days  
TOTAL - 24 working days

32. Five weeks (Split 2-1-1-2 weeks)

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 hours

37. Five weeks (Split 1-2-1-1-1 weeks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

23. Five weeks (Split 2-2-1 weeks)

Two weeks - 12 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

28. Five weeks (Split 1-4 weeks)

One week - 4 working days  
Last period - 20 working days  
TOTAL - 24 working days

33. Five weeks (Split 1-2-1-2 weeks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 8 working days

38. Five weeks (Split 1-1-2-1-1 weeks)

One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days



TOTAL - 24 hours

Last period - 4 working days  
TOTAL - 24 working days

24. Five weeks (Split 2-2-1 weeks)

Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 24 working days

29. Five weeks (Split 4-1 weeks)

Four weeks - 20 working days  
Last period - 4 working days  
TOTAL - 24 working days

34. Five weeks (Split 1-2-2-1 weeks)

One week - 4 working days  
Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

39. Five weeks (Split 1-1-1-2-1 weeks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 24 working days

25. Five weeks (Split 1-1-3 weeks)

One week - 4 working days  
One week - 4 working days  
Last period - 16 working days  
TOTAL - 24 working days

30. Five weeks (Split 2-2-1-1- weeks)

Two weeks - 8 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 24 working days

35. Five weeks (Split 1-1-2-2 weeks)

One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 24 working days

40. Five weeks (Split 1-1-1-1-2 weeks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 24 working days

**VACATION ENTITLEMENTS - FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)**

|                                                                                                                                                                                                                                                         |                                                                                                                                                                    |                                                                                                                                                                    |                                                                                                                                                                                                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 41. <u>Five weeks (Split 1-1-1-1-1 wks)</u><br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 24 working days | 46. <u>Six weeks (Split 1-3-2 weeks)</u><br>One week - 4 working days<br>Three weeks - 16 working days<br>Last period - 8 working days<br>TOTAL - 28 working days  | 51. <u>Six weeks (Split 3-2-1 weeks)</u><br>Three weeks - 16 working days<br>Two weeks - 8 working days<br>Last period - 4 working days<br>TOTAL - 28 working days | 56. <u>Six weeks (Split 5-1 weeks)</u><br>Five weeks - 24 working days<br>Last period - 4 working days<br>TOTAL - 28 working days                                                                |
| 42. <u>Six weeks (Split 1-1-4 weeks)</u><br>One week - 4 working days<br>One week - 4 working days<br>Last period - 20 working days<br>TOTAL - 28 working days                                                                                          | 47. <u>Six weeks (Split 1-2-3 weeks)</u><br>One week - 4 working days<br>Two weeks - 8 working days<br>Last period - 16 working days<br>TOTAL - 28 working days    | 52. <u>Six weeks (Split 1-5 weeks)</u><br>One week - 4 working days<br>Last period - 24 working days<br>TOTAL - 28 working days                                    | 57. <u>Six weeks (Split 3-1-1-1 weeks)</u><br>Three weeks - 16 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 28 working days |
| 43. <u>Six weeks (Split 1-4-1 weeks)</u><br>One week - 4 working days<br>Four weeks - 20 working days<br>Last period - 4 working days<br>TOTAL - 28 working days                                                                                        | 48. <u>Six weeks (Split 2-1-3 weeks)</u><br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 16 working days<br>TOTAL - 28 working days    | 53. <u>Six weeks (Split 2-4 weeks)</u><br>Two weeks - 8 working days<br>Last period - 20 working days<br>TOTAL - 28 working days                                   | 58. <u>Six weeks (Split 2-2-1-1 weeks)</u><br>Two weeks - 12 working days<br>Two weeks - 8 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 28 working days  |
| 44. <u>Six weeks (Split 4-1-1 weeks)</u><br>Four weeks - 20 working days<br>One week - 4 working days<br>Last period - 4 working days<br>TOTAL - 28 working days                                                                                        | 49. <u>Six weeks (Split 2-3-1 weeks)</u><br>Two weeks - 8 working days<br>Three weeks - 16 working days<br>Last period - 4 working days<br>TOTAL - 28 working days | 54. <u>Six weeks (Split 3-3 weeks)</u><br>Three weeks - 16 working days<br>Last period - 12 working days<br>TOTAL - 28 working days                                | 59. <u>Six weeks (Split 2-1-1-2 weeks)</u><br>Two weeks - 12 working days<br>One week - 4 working days<br>One week - 4 working days<br>Last period - 8 working days<br>TOTAL - 28 working days   |
| 45. <u>Six weeks (Split 3-1-2 weeks)</u>                                                                                                                                                                                                                | 50. <u>Six weeks (Split 2-2-2 weeks)</u>                                                                                                                           | 55. <u>Six weeks (Split 4-2 weeks)</u>                                                                                                                             | 60. <u>Six weeks (Split 1-1-3-1 weeks)</u>                                                                                                                                                       |

Three weeks - 16 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 28 working days

Two weeks - 12 working days  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 28 working days

Four weeks - 20 working days  
Last period - 8 working days  
TOTAL - 28 working days

One week - 4 working days  
One week - 4 working days  
Three weeks - 16 working days  
Last period - 4 working days  
TOTAL - 28 working days

**VACATION ENTITLEMENTS - FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)**

|                                            |                                            |                                            |                                              |
|--------------------------------------------|--------------------------------------------|--------------------------------------------|----------------------------------------------|
| 61. <u>Six weeks (Split 2-1-2-1 weeks)</u> | 66. <u>Six weeks (Split 1-1-2-2 weeks)</u> | 71. <u>Six weeks (Split 1-2-2-1-1 wks)</u> | 76. <u>Six weeks (Split 1-2-1-1-2 wks)</u>   |
| Two weeks - 12 working days                | One week - 4 working days                  | One week - 4 working days                  | One week - 4 working days                    |
| One week - 4 working days                  | One week - 4 working days                  | One week - 8 working days                  | Two weeks - 8 working days                   |
| Two weeks - 8 working days                 | Two weeks - 12 working days                | One week - 8 working days                  | One week - 4 working days                    |
| Last period - 4 working days               | Last period - 8 working days               | One week - 4 working days                  | One week - 4 working days                    |
| TOTAL - 28 working days                    | TOTAL - 28 working days                    | Last period - 4 working days               | Last period - 8 working days                 |
|                                            |                                            | TOTAL - 28 working days                    | TOTAL - 28 working days                      |
| 62. <u>Six weeks (Split 1-3-1-1 weeks)</u> | 67. <u>Six weeks (Split 2-2-1-1-1 wks)</u> | 72. <u>Six weeks (Split 1-1-2-2-1 wks)</u> | 77. <u>Six weeks (Split 2-1-1-1-1-1 wks)</u> |
| One week - 4 working days                  | One week - 8 working days                  | One week - 4 working days                  | Two weeks - 8 working days                   |
| Three weeks - 16 working days              | Two weeks - 8 working days                 | One week - 4 working days                  | One week - 4 working days                    |
| One week - 4 working days                  | One week - 4 working days                  | Two weeks - 8 working days                 | One week - 4 working days                    |
| Last period - 4 working days               | One week - 4 working days                  | Two weeks - 8 working days                 | One week - 4 working days                    |
| TOTAL - 28 working days                    | Last period - 4 working days               | Last period - 4 working days               | One week - 4 working days                    |
|                                            | TOTAL - 28 working days                    | TOTAL - 28 working days                    | Last period - 4 working days                 |
|                                            |                                            |                                            | TOTAL - 28 working days                      |
| 63. <u>Six weeks (Split 1-2-1-2 weeks)</u> | 68. <u>Six weeks (Split 2-1-2-1-1 wks)</u> | 73. <u>Six weeks (Split 1-1-1-2-2 wks)</u> | 78. <u>Six weeks (Split 1-2-1-1-1-1 wks)</u> |
| One week - 4 working days                  | One week - 8 working days                  | One week - 4 working days                  | One week - 4 working days                    |
| Two weeks - 12 working days                | One week - 4 working days                  | One week - 4 working days                  | Two weeks - 8 working days                   |
| One week - 4 working days                  | Two weeks - 8 working days                 | One week - 4 working days                  | One week - 4 working days                    |
| Last period - 8 working days               | One week - 4 working days                  | Two weeks - 8 working days                 | One week - 4 working days                    |
| TOTAL - 28 working days                    | Last period - 4 working days               | Last period - 8 working days               | One week - 4 working days                    |
|                                            | TOTAL - 28 working days                    | TOTAL - 28 working days                    | Last period - 4 working days                 |
|                                            |                                            |                                            | TOTAL - 28 working days                      |
| 64. <u>Six weeks (Split 1-2-2-1 weeks)</u> | 69. <u>Six weeks (Split 2-1-1-2-1 wks)</u> | 74. <u>Six weeks (Split 1-1-2-1-2 wks)</u> | 79. <u>Six weeks (Split 1-1-2-1-1-1 wks)</u> |
| One week - 4 working days                  | One week - 8 working days                  | One week - 4 working days                  | One week - 4 working days                    |
| Two weeks - 12 working days                | One week - 4 working days                  | One week - 4 working days                  | One week - 4 working days                    |
| Two weeks - 8 working days                 | One week - 4 working days                  | Two weeks - 8 working days                 | Two weeks - 8 working days                   |
| Last period - 4 working days               | Two weeks - 8 working days                 | One week - 4 working days                  | One week - 4 working days                    |
| TOTAL - 28 working days                    | Last period - 4 working days               | Last period - 8 working days               | One week - 4 working days                    |
|                                            | TOTAL - 28 working days                    | TOTAL - 28 working days                    | Last period - 4 working days                 |
|                                            |                                            |                                            | TOTAL - 28 working days                      |

65. Six weeks (Split 1-1-1-3 weeks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 16 working days  
TOTAL - 28 working days

70. Six weeks (Split 2-1-1-1-2 wks)

One week - 8 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 28 working days

75. Six weeks (Split 1-2-1-2-1 wks)

One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 28 working days

80. Six weeks (Split 1-1-1-2-1-1 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 28 working days

**VACATION ENTITLEMENTS - FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)**

81. Six weeks (Split 1-1-1-1-2-1 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 28 working days

82. Six weeks (Split 1-1-1-1-1-2 wks)

One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 28 working days

**MEMORANDUM NO. 6**  
**MITIGATION OF STAFF REDUCTIONS**

During the 1999 contract negotiations, it was agreed that should a staff reduction become necessary during the life of this Agreement, the Company agrees to make the Deferred Payment Leave Plan (e.g., 80/20, 90/10 or other mutually satisfactory application) and Long-Term Leave of Absence Program in effect from previous staff reductions available to mitigate the lay-off.

The Company also agrees to meet with the Union for the purpose of discussing voluntary severance options, or other means mutually agreeable to the parties in an effort to further mitigate the lay-off.

**APPENDIX I**

January 8, 1988

Mr. V. Blais  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Blais:

Subject: Sick Leave

Discussions during this round of negotiations have resulted in agreement that employees covered by this Collective Agreement will be exempt from that portion of the Company Sick Leave Plan dealing with "eligibility for recommendation of sick leave" outlined in point .01 of Publication 707, Chapter 5, Page 6, sub-section 2.

Yours very truly,

S.L. Belding  
A/Director, Labour Relations  
Technical Personnel



**APPENDIX II**

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**APPENDIX III**

January 8, 1988

Mr. V. Blais  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Blais:

Subject: Introduction of Non-Certificated Station Agents I and  
Non-Certificated Station Agents II

Discussions during this round of negotiations have concluded in agreement that the introduction of non-certificated Station Agents I and non-certificated Station Agents II will have no impact on the seniority privileges of Station Agents I and Station Agents II having a seniority date prior to January 8, 1988.

Furthermore, Station Agents I and Station Agents II holding these grandfather rights will, when transferring or bumping or recalling, etc., into the non-certificated agent classifications, retain their original status (i.e., wages, benefits, etc.)

Additionally, current Station Agents I and Station Agents II will remain on their original seniority list(s) as well as a corresponding non-certificated agent list(s). The seniority date(s) to be used on this non-certificated agent list(s) will be the seniority date(s) on the original list(s).

Finally, non-certificated Station Agents I and non-certificated Station Agents II will not be introduced at a point while the weight and balance function is being performed at that point.

Yours very truly,

S.L. Belding  
A/Director, Labour Relations  
Technical Personnel

**APPENDIX IV**

January 8, 1988

Mr. V. Blais  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Blais:

Subject: Pension Plan (Publication 712)

Discussions during this round of negotiations have resulted in an agreement for those employees covered by this Collective Agreement that the effective date of the Canadian Pension Reform as described in the Pension Benefit Standards Act, 1985 and Regulations will be January 1, 1987 rather than June 28, 1987 for all active members who are in classifications covered by this Collective Agreement as of June 28, 1987. The terms "active members" includes employees under any leave of absence but excludes individuals who have terminated, died or retired prior to June 28, 1987".

Yours very truly,

S.L. Belding  
A/Director, Labour Relations  
Technical Personnel

**APPENDIX V**

May 14, 1995

Mr. L. Giuliani  
President & Directing General Chairman  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Giuliani:

Subject: Letters of Confirmation for M.O.T. Structure License S33 & S34

This will confirm that Air Canada will provide the necessary correspondence to Category 19 employees, upon request, which will allow them to apply to write their M.O.T. Structure Licenses (S33 and/or S34).

Administration of this item will be coordinated by the office of the Director Quality, Planning & Administration and confirmed to District Lodge 148 following ratification of the 1995 Collective Agreement.

Yours truly,

K. M. Kelly  
Director Labour Relations -  
Technical Services

ADDENDUM TO APPENDIX V

June 20, 1999

Mr. J. Coller  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller:

This is further to our discussions during the 1999 contract negotiations and specifically, item U12 a) : Category 19 - "S" license.

The Company and the Union have agreed to the following:

1. Within thirty (30) days of ratification of our new Collective Agreement, Air Canada will initiate the steps required to establish the legal and regulatory approvals through Transport Canada to allow for the internal use and application of the Sheet Metal "S" license by Category 19 personnel.
2. In conjunction with item #1, Air Canada will initiate the internal changes to procedures/processes required to accommodate the use and application of "S" licenses involving Management, Union and employee representatives in accordance with the principles of LOU 14.
3. A negotiations sub - committee consisting of two (2) members, one (1) management and one (1) Union, from the Company/Union 1999 negotiations teams will monitor the progress of activities related to items #1 and #2 above and report any difficulties/delays to their respective committee chairperson for further handling as required. Review dates are as follows:

August 18, 1999

September, 1999 UCMCM (Status Report)

October 27, 1999

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4. A special meeting of the 1999 Negotiations Committee will be convened in conjunction with the December, 1999 UMCM. The purpose of this meeting will be:

- Review the final proposals/recommendations as related to items #1 and #2.
- Finalize and agree on any changes to the Collective Agreement.
- Discuss and agree upon the level of compensation associated with the use of the "S" license.

The objective is to introduce the application of, and compensation for the category 19 "S" license by January 31, 2000.

Yours truly,

T.W. Raby  
Director, Labour Relations -  
Technical Services

## **APPENDIX VI**

Mr. L. Giuliani  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Giuliani:

Subject: Pension Plan Rules

In accordance with Item U.21(J) April 1982 Minutes of Negotiations, Rule 3 of the Air Canada Pension Plan - Canada was amended on October 5, 1983 as follows:

### **RULE 3 - THE COMMITTEES**

1. (a) The provisions of the Pension Plan applicable to pilots shall be administered by a Committee of six (6) members, of whom three (3) shall be appointed by the Directors and three (3) shall be elected by the pilots.
- (b) The provisions of the Pension Plan applicable to employees of the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches of Air Canada represented by the International Association of Machinists & Aerospace Workers (IAMAW) shall be administered by a committee of eight (8) members of whom four (4) shall be appointed by the Directors and four (4) shall be elected by the IAMAW.
- (c) The provisions of the Pension Plan applicable to employees other than those referred to in Parts 1 (a) and (b) of this Rule, shall be administered by a Committee of eight (8) members, of whom four (4) shall be appointed annually by the Directors; three (3) shall be elected by the employees from among their number in accordance with regulations made from time to time by the Committee and approved by the Directors and one (1) shall be elected from among retired employees chosen in accordance with regulations and through an association of retired employees acceptable to this Committee and approved by the Directors.

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2. A majority of the members shall constitute a quorum.
3. A Chairman of each Committee shall be appointed by the Directors from among the members nominated by them.
4. Members elected by the employees and the approved association of retired employees shall be appointed for a term of two (2) years and may be re-elected.
5. The Committees shall have power:
  - (a) To make and enforce rules for the efficient operation of the Pension Plan for the government of their own proceedings;
  - (b) to receive and act upon applications for pensions and supplemental annuities;
  - (c) to approve and authorize refunds.
6. The Committees shall, from time to time, report on their decisions to the Directors who may approve, alter or rescind such decisions if these decisions exceed the terms of reference of the Committees.
7. The Trustee shall furnish a statement monthly to the Committees showing the financial position of the Fund and the Committees shall report annually thereon to the employees.
8. The Chairman of each committee shall appoint a secretary for each committee who shall be charged respectively with the supervision of the rules relative to pilots, those relative to employees of the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches represented by the IAMAW and those relative to employees other than pilots and the aforementioned IAMAW members and each secretary shall report to their respective Chairman on all administrative matters.
9. Each Committee shall meet at the call of its respective Chairman and at least once quarterly.
10. The Company will provide each employee with a written explanation of the terms and conditions of these rules and any amendments thereto which are applicable to him and of his rights and duties with respect to benefits available to him under the terms of these rules, including such other information as may be required by the Act.

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The Company agrees to include Rule 3 in Air Canada Publication 712, Chapter 3 no later than three (3) months from advice of ratification.

The Company further agrees to amend the following Pension Plan Rules in the manner described, no later than six (6) months following advice of ratification.

#### RULE 17(D) - INJURY ON DUTY

1. An eligible or participating employee who is absent from the service on account of temporary total disability for which he is eligible to receive Workers' Compensation under the Workers' Compensation Act of any province of Canada (or its equivalent in any other area) and is not a member of an approved Group Disability Income Plan, may apply in the prescribed form to have any full calendar month of such absence counted as allowable service, provided he assumes an obligation to pay for each such month a contribution equal to the applicable percentage rate of employee's contributions under Rule 19 or 28 of his average monthly compensation during the last six (6) full calendar months preceding such absence.
2. An eligible or participating employee who is a member of an approved Group Disability Income Plan and who is absent from the service on account of temporary total disability, as described in Clause 1 of this Rule, will have any such full calendar month or such absence counted as allowable service.

#### RULE 30 - EARLY RETIREMENT

Reference to Clause 5 under Clause 2 of this Rule shall be deleted.

#### RULE 34 - DEATH IN SERVICE

Clause 4 shall be amended to read as follows:

4. Effective with the month in which a pension becomes payable under a government pension plan, the annual amount of the pension computed and paid under Clause 2 shall be reduced to an annual amount computed as provided for in Clause 1 and Clause 4 of Rule 29, provided however that, should the annual amount of pension payable under a government pension plan and the reduced pension payable under this clause be less than an annual pension computed under Clause 3 of this Rule, the participating employee's surviving spouse shall be paid the difference.

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RULE 30.02 shall be amended to read as follows:

- 30.2 a) With respect to participating employees of the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches represented by the International Association of Machinists and Aerospace Workers District Lodge 148 who elect for early retirement between November 9, 1985 and June 27, 1987, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 58. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.
- 30.2 b) With respect to participating employees of the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches represented by the International Association of Machinists and Aerospace Workers District Lodge 148 who elect for early retirement on June 28, 1987 or later, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 57. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.
- 30.2 c) With respect to participating employees electing for early retirement other than those covered by clause 2 a) and 2 b) of Rule 30, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 60. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.

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The Company further agrees to include in Publication 712, Chapter 3, all Rule revisions made up to advice of ratification no later than three (3) months following such advice.

Yours very truly,

K.M. Kelly  
Director, Labour Relations -  
Technical Services

**APPENDIX VII**

Mr. L. Giuliani  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Giuliani:

Subject: Sick Leave Plan  
(Publication 707, Chapter 5)

Recent negotiations have resulted in changes to the Sick Leave Plan applicable to IAMAW District Lodge 148 members covered by the Collective Agreement.

This is to inform you that publication 707, Chapter 5, will be revised within ninety (90) days following ratification, to include the following.

Specific exceptions to waiting period:

- c) Personnel of the Technical Operations, Airport & Cargo Operations and Purchasing & Supply Branches represented by District Lodge 148.

The waiting period is waived whenever the employee has served three (3) months since the last date for which sick leave was granted.

Yours very truly,

K.M. Kelly  
Director, Labour Relations -  
Technical Services

**APPENDIX VIII**

June 15, 1997

Mr. G. Brosseau  
President & Directing General  
Chairperson  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Brosseau:

Subject: Air Canada Pension Plan - Canada  
Section 6.2(1) - Early Retirement Pensions - other than  
Pilots

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This is to confirm, that during the 1997 negotiations, it was agreed that IAMAW members covered under this Collective Agreement who elect early retirement on or after July 1, 1997 will have their pension reduced by a fraction of which the numerator shall be the member's number of months of qualifying service and the denominator shall be the sum of the member's number of months of qualifying service and the number of months the member's attained age is less than 55.

Rule 6.2(1) of the rules of the Air Canada Pension Plan - Canada will be amended accordingly.

Yours truly,

K.M. Kelly  
Director, Labour Relations -  
Technical Services

**APPENDIX IX**

January 8, 1988

Mr. V. Blais  
President & Directing General Chairman  
IAMAW - District Lodge 148  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Blais:

Subject: WCB/CSST Claims

Discussions during this round of negotiations have resulted in agreement that employees covered by this Collective Agreement will be advised, in writing should WCB/CSST claims made by them be contested by the Company.

Yours very truly,

S.L. Belding  
A/Director, Labour Relations  
Technical Personnel

**APPENDIX X**

| July 20, 1999

| Mr. J. Coller  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

| Dear Mr. Coller:

Subject: Pension Plan - Income Protection

| During the 1999 round of negotiations, the Company and the Union agreed to provide income protection for eligible retirees as outlined below:

1. **DEFINITIONS**

**CPI** - The Consumer Price Index for Canada as calculated periodically by Statistics Canada.

| **Duration** - From January 1, 2000 until December 31, 2003

|                                 |                        |                        |
|---------------------------------|------------------------|------------------------|
| <u><b>Adjustment Dates:</b></u> | <u>January 1, 2000</u> | <u>January 1, 2003</u> |
|                                 | <u>January 1, 2001</u> | <u>January 1, 2004</u> |
|                                 | <u>January 1, 2002</u> |                        |

**Eligible Beneficiaries** - Include eligible pensioners and eligible survivors.

**Eligible Pensioner** - Any disability pensioner who was a member of the IAMAW at time of retirement or any other pensioner who, on the adjustment date, has reached age sixty (60) and who at retirement time was a member of the IAMAW.

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**Eligible Survivor** - Either the spouse of a deceased employee who was a member of the IAMAW at time of death or the spouse of a pensioner who was a member of the IAMAW at time of retirement and who is in receipt of a survivor income from the Air Canada Pension Plan.

2. **PENSION INDEX**

The Pension Index for a given year is calculated as the average for the twelve (12) month period ending October 31st in the preceding year of the CPI for each month in that twelve (12) month period.

3. **PERCENTAGE ADJUSTMENT**

The percentage adjustment for a given year shall be determined as follows:

- (i) Calculate the percentage increase in the Pension Index of the current year over the Pension Index of the immediate preceding year subject to a maximum increase to eight percent (8%) and
- (ii) multiply the percentage increase obtained in (i) by fifty percent (50%).

4. **PENSION ADJUSTMENT**

Monthly pensions otherwise payable to eligible beneficiaries as of an adjustment date are increased by a percentage called the Pension Adjustment Factor determined as follows:

- (i) For eligible pensioners who retire in the twelve (12) month period prior to the adjustment date, except for disability pensioners, the Pension Adjustment Factor is 1/12 of the pension adjustment for each full month prior to the adjustment date.
- (ii) For all other eligible pensioners and for all survivors the Pension Adjustment Factor is equal to the applicable percentage adjustment.

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While the parties have agreed that these negotiated pension adjustments for members of IAMAW District Lodge 140 extend up to December 31, 2004 which is beyond the term of the Agreement, the parties further agree that this does not prevent the Union from re-negotiating this pension agreement at the termination of Collective Agreement as set out in Article 21.

Yours very truly,

T.W. Raby

Director, Labour Relations  
- Technical Services

**APPENDIX XI**

Mr. M. Cyr  
President & Directing General Chairman  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Cyr:

Subject: Pension Plan

This letter will confirm that during 1990 negotiations, the Company agreed to amend the Rules of the Air Canada Pension Plan - Canada to reduce from sixty (60) to thirty-six (36) the number of months used to determine an IAMAW employee's average annual compensation for benefits commencing on or after July 1, 1990 for members on the active payroll on or after June 30, 1990.

Yours truly,

B.R. Corbett  
Director, Labour Relations  
- Technical Services

**APPENDIX XII**

July 20, 1999

Mr. J. Coller  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller:

This will confirm that it was agreed to protect the Station Attendant wage scale and progression, as reflected in Article 7.07 of the 1997/1999 Collective Agreement, adjusted by the agreed to wage increases during the 1999 round of contract negotiations for application for full-time permanent master Collective Agreement Station Attendants as at June 13, 1999.

The applicable wage scale is reflected below:

|     | <u>Period One</u>                   |               | <u>Period Two</u>                  |               | <u>Period Three</u>                 |             |
|-----|-------------------------------------|---------------|------------------------------------|---------------|-------------------------------------|-------------|
|     | <u>June 13/1999 to June 10/2000</u> |               | <u>June 11/2000 to June 9/2001</u> |               | <u>June 10/2001 to June 22/2002</u> |             |
|     | <u>Weekly</u>                       | <u>Hourly</u> |                                    | <u>Weekly</u> |                                     |             |
|     | <u>Hourly</u>                       | <u>Weekly</u> | <u>Hourly</u>                      |               |                                     |             |
|     | <u>Rate</u>                         | <u>Rate</u>   | <u>Rate</u>                        | <u>Rate</u>   | <u>Rate</u>                         | <u>Rate</u> |
| SA7 | \$833.34                            | \$20.83       | \$866.68                           | \$21.67       |                                     |             |
|     | \$892.68                            | \$22.32       |                                    |               |                                     |             |
| SA6 | \$748.04                            | \$18.70       | \$777.96                           | \$19.45       |                                     |             |
|     | \$801.30                            | \$20.03       |                                    |               |                                     |             |
| SA5 | \$707.40                            | \$17.68       | \$735.69                           | \$18.39       |                                     |             |
|     | \$757.76                            | \$18.94       |                                    |               |                                     |             |
| SA4 | \$667.19                            | \$16.68       | \$693.88                           | \$17.35       |                                     |             |
|     | \$714.69                            | \$17.87       |                                    |               |                                     |             |
| SA3 | \$631.59                            | \$15.79       | \$656.85                           | \$16.42       |                                     |             |
|     | \$676.55                            | \$16.91       |                                    |               |                                     |             |
| SA2 | \$539.74                            | \$13.49       | \$561.33                           | \$14.03       |                                     |             |
|     | \$578.17                            | \$14.45       |                                    |               |                                     |             |
| SA1 | \$447.86                            | \$11.20       | \$465.77                           | \$11.64       |                                     |             |
|     | \$479.74                            | \$11.99       |                                    |               |                                     |             |

Yours truly,

T.W. Raby  
Director, Labour Relations -  
Technical Services

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**APPENDIX XIII**

| INTENTIONALLY LEFT BLANK

**APPENDIX XIV**

Mr. M. Cyr  
President & Directing General Chairman  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Cyr:

Subject: Introduction of the Cabin Servicing and Cleaning  
Category and Classifications at Toronto

During 1990 contract negotiations, the Company and the Union agreed to provide each employee covered by the provisions of the Company's July 14, 1989 letter to the Union with a one time option to revert to Category 33 in the Maintenance & Engineering Branch. This option is subject to a permanent vacancy being available and must be exercised consistent with the employee's seniority.

Employees who revert to Category 33 in Maintenance & Engineering will re-establish their original Category 33 seniority date.

In addition, Category 33 Lead Cleaner and Cleaner classifications utilized in the Sales and Service Branch at Toronto shall be converted to new Cabin Servicing Cleaning Category with Lead Cabin Servicing and Cleaning Attendants and Cabin Servicing and Cleaning Attendant classifications.

Yours truly,

B.R. Corbett  
Director, Labour Relations  
- Technical Services

**APPENDIX XV**

Mr. G. Brosseau  
President & Directing General  
Chairperson  
District Lodge 148, IAMAW  
3767 Thimens Boulevard  
Suite 205  
St. Laurent, Quebec  
H4R 1W4

Dear Mr. Brosseau:

This will confirm that in the event the Company proceeds with an organizational change in accordance with Article 20.16.02 involving the Ground Support Equipment or Cabin Servicing & Cleaning departments, there will be no change to the Collective Agreement with respect to Categories/Classifications nor is there an intent to diminish, reduce or replace work performed in affected Categories/Classifications. In addition, there will be no change to the grievance and disciplinary appeal charts with respect to Union representation.

Yours truly,

K.M. Kelly  
Director, Labour Relations -  
Technical Services

## **APPENDIX XVI**

July 20, 1999

Mr. J. Coller  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
11-395 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller:

During the 1999 round of contract negotiations, considerable discussion occurred with respect to Union Agenda Item U17c) - Promotional Bulletins (Categories 1 and 38) and the concern related to new employees hired with AME's with aircraft type endorsements operated by the Company and their immediate eligibility for AMI approval. Agreement was reached on the following principles:

- There is a need to revise the current process to become qualified and promoted to Categories 1 and 38.
- The new process must ensure that employees are not prevented from applying for promotion or disadvantaged with respect to seniority as a result of delayed endorsement course training.
- The new process must provide for an ability to fill Category 1 and 38 vacancies on an ongoing basis.
- There is a need to jointly communicate the new process, procedures, conditions and requirements.
- There is a need to address current employee situations and provide reasonable opportunities to react.
- There is a need to identify a timeline for introduction.
- Concepts discussed include the following:
  - ° TCT, AMI applicants and qualified mechanic lists and the guidelines for their application.
  - ° Granting of a CAT seniority date coincident with the date of the AMI application approval.
  - ° Retaining a CAT seniority date, as referenced above, following successful application to a Promotional Bulletin.
  - ° The requirement to complete the LOU #4 process, Chapters 1-4 and Transport Canada AME requirements, prior to AMI application approval.
  - ° A system that provides current employees the ability to apply for promotional bulletins and the associated seniority date prior to having all the required qualifications. These individuals would be required to complete the



qualifications in a timely fashion or would forfeit their eligibility for the promotional bulletin.

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- ° The need to address future qualified CAT resources in light of attrition and potential additional work requirements.
- ° The changes to Transport Canada regulatory requirements scheduled for introduction in the near future. Subject to the ratification of our new Collective Agreement, it was agreed that this matter would be addressed by the following Committee:

T. Raby

J. Coller

F. Szemenyei

Five (5) Union Representatives

M. Barrette

B. Adamache

B. Clinch

B. Wurster

This Committee will meet, as required, during the week of September 7, 1999 and be committed to complete a finalized proposal for presentation and approval, through the agreed to process, at our September, 1999 UMCM.

Joint communication of the new processes and implementation will be complete by November 30, 1999.

Yours truly,

T.W. Raby

Director, Labour Relations -  
Technical Services

