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# **AGREEMENT**

**BETWEEN**

**AIR CANADA**

**AND THE**

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**

**EFFECTIVE: JUNE 25, 2002**

*13235 (03)*

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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 interpretationsthereto 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, etc.
- (7) **Group** – means the personnel within a specific classification of category, i.e., 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 Business Unit 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) **Business Unit**— means, for the purpose of this Agreement, Business Units designated as such in the Organization Section of the Company Regulations Manual;

i.e., Technical Services  
Airport & Cargo Operations  
**Logistics & 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 I- PREAMBLE

- 1.01 This Agreement, made and entered into this 29th day of May 2003, 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 13th day of June 1999.
- 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.

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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 Technical Services Business Unit, Airport and Cargo Operations Business Unit, and Logistics & Supply Business Unit 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 Services Business Unit, Airport & Cargo Operations Business Unit and Logistics & Supply Business Unit 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 Services Business Unit, in Article 6.01 for the Airport & Cargo Operations Business Unit, in Article 8.01 for the Logistics & Supply Business Unit.

## **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 SERVICES**

### **4.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Technical Services Business Unit 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 within Technical Services within the following work categories and in classifications, as enumerated in Article 4.03, are covered by this Agreement.

Nothing in this agreement prevents an employee from performing either on a day to day or regular basis, any function or task that is generally performed by any category in order to complete the work required, provided that the employee is competent to perform the work required,

In addition, employees may be required to temporarily work in another category, provided that the employee in question is competent to perform the temporary duties required.

#### **Category 1 – Aircraft Line Maintenance**

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

Personnel hired into this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

#### **Category 2 – Unassigned**

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

Comprising those employees engaged in routine non-destructive testing of structures, systems, components, parts and materials by Eddy Current (ET), Liquid Penetrant (PT), Magnetic Particle (MT), Radiography (RT), Thermographic (TH) and Ultrasonics (UT) 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 – Process Auditor – Aircraft**

Comprising those employees engaged in the audit of any work or work process related to the maintenance of aircraft.

Personnel hired into this category will be required to maintain a suitably rated Transport Canada Aircraft Maintenance Engineer(AME) License.

**Category 5 – Unassigned**

**Category 6 – Shop Inspection**

Comprising the group of employees, not covered by category 4 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 – Structures**

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

Personnel hired into this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

#### **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 Business Units.

**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, electronic and instrument systems.

Personnel hired in this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

### **Technical Data Control and Office Support -**

Comprising those employees engaged in general clerical duties and the coordinating, controlling, and processing of data related to Technical Services. These employees also perform Importing and exporting duties as they relate to the support of Technical Services.

Planning -

Comprising those employees engaged in planning functions as they relate to the support of aircraft, component or engine maintenance work performed.

Technical Writing -

Comprising those employees engaged in the development, preparation and maintenance of technical instructions and documentation as required by Technical Services.

Technical Instructing -

Comprising those employees engaged in the delivery of technical training and to act as subject matter *experts*, as required, as it relates to aeronautical products in compliance with Company and regulatory standards.

#### **4.03 CLASSIFICATIONS- TECHNICAL SERVICES**

The following are the employee **classifications** of the Technical Services Business Unit 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 Services.

**4.03.01 Unassigned**

**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 Process Auditor- Aircraft**

Must, as minimum, possess the **qualifications** of a Licensed Aircraft Technician (LAT), in Category 1, **19** or **38**, with **sufficient** knowledge and ability to audit any work or work process as it **relates** to the maintenance of aircraft.

**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 Aircraft Technician -

Must be employed in Category 1, 19 or 38 with the ability to use the correct tools, methods, techniques and equipment required to perform aircraft maintenance.

Employees hired after June 29, 2001, must hold a suitably rated Aircraft Maintenance Engineer(AME) License.

Employees hired prior to June 30, 2001, are not required to hold an Aircraft Maintenance Engineer(AME) License.

4.03.06 Licensed Aircraft Technician -

Must be employed in Categories 1, 19 or 38 and possess the qualifications of an Aircraft Technician with an Air Canada "Aircraft Certification Authority" (ACA) applicable to the types of aircraft expected to be maintained. Exercise the privileges of their Aircraft Certification Authority (ACA) including providing technical job direction. In addition must possess any additional authorization as required for in the applicable category,

4.03.07 Lead Licensed Aircraft Technician -

Must possess the qualifications of a Licensed Aircraft Technician, in the category in which he is employed, and have the ability to satisfactorily direct and supervise 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.

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**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/boller 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/boller 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.

**Note:** In addition to the above, it is agreed that where an individual is assigned as a leader of a shift and is considered in charge, the Company will pay one dollar and eighty-four cents (\$1.84) per hour worked in addition to their normal rate of pay for such additional responsibility,

**4.03.26 Unassigned**

**4.03.27 Non-Destructive Testing (NDT)**

**4.03.27.01 NDT Trainee:**

Must as a minimum possess the qualification of a Mechanic/Aircraft Technician within Group I or have demonstrated **NDT** background/training and must have successfully completed a technical aptitude exam and interview, consistent with L4.04 of the Collective Agreement, to determine if capable of performing NOT functions.

**4.03.27.02 NDT Technician**

**NDT** Technicians must be capable of performing routine **NDT** Testing functions. **NDT** Technicians shall be responsible for providing training and direction to others in the **method(s)** certified.

a) **NDT Technician 1** – Any NDT level II method or 3 Level I's in RT, UT, & ET

b) **NDT Technician 2** – Any 2 NDT level II methods

- c) NDT Technician 3 – Any 3 NDT level II methods
- d) NDT Technician 4 – Any 4 NDT level II methods
- e) NDT Technician 5 – Any 5 NDT level II methods

NOTE: Certification for methods must be in accordance with the Canadian General Standards Board (CGSB) or as recognized by the Company.

Advancement to each NDT Technician level will be automatic upon meeting the specified technical qualifications.

**4.03.27.03 Lead NDT Technician –**

As a working member of a team, must, as a minimum, possess the qualifications of the NDT Technicians he is expected to lead and train. In addition personnel in the classification will be expected to liaise with the department as required.

**4.03.27.04**

- 1) The Company shall be responsible for providing and assigning NDT Trainees and Technicians for certification training based upon the following criteria:
  - a) Seniority;
  - b) Course availability
  - c) Certification balancing
  - d) Work location
  - e) The Company reserves the right to limit number of Category 3 personnel on training at any given time.
- 2) Normally, Company approved courses shall be assigned in 1 (one) method and level at a time. Multiple approved NDT courses may only be taken when a written understanding is reached between the Company and the individual.
- 3) Should the Company not provide or assign training an individual in the NDT department may request certification training, provided that the individual has successfully completed their previous training commitments. Failure by the Company to provide the requested training or a Company approved alternative within six (6) months of the request, shall result in the movement of the individual to the equivalent pay level. Conflicts will be resolved at the Third Level grievance procedure.
- 4) The Company will provide adequate training for re-certification purposes.
- 5) The Company shall be responsible for providing familiarization training when new equipment is introduced into the workplace.

- 6) Upon Category entry or transfer within Category, basic aircraft, engine, or component training/orientation may be required.
- 7) On completion of an employee requested NDT course, employee will be required to repay the training cost to the Company on a prorated basis over two years if they retire or voluntarily leave the company within two (2) years of completion of the training.

4.03.27.05 General

- a) Certification exams must be successfully completed within six (6) months after the completion of the assigned course and practical experience.
- b) An employee who does not successfully complete these examinations within this period, may be required to revert to his former category/classification at the point where currently employed.
- c) Employees in this category may be expected to achieve the highest NDT Technician level possible at his station, based on operational requirements.
- d) Entry into NDT shall be considered to be above basic, as such all provisions governing the promotion/demotion of above basic positions within the current collective agreement shall apply.
- e) Technical exams as required by L.O.U. 4, will be structured to validate the knowledge and technical abilities required for NDT.
- f) External hiring into NDT positions may be accomplished when a balance of Canadian General Standard Board (CGSB) certification levels cannot be maintained. in these circumstances the Company may choose to externally hire candidates based upon a 1-1 ratio (Internal vs. external) within one hundred and eighty (180) days of the closing of a Promotional Bulletin for NDT Trainee. Subject to an agreement between the Company and the Union, the employees may be afforded seniority rights in a basic category if they hold the required qualifications.
- g) Personnel in the classification of NDT Technician 5 holding more than five (5) active Level II methods will receive a premium of thirty dollars (\$30.00) per month in addition to this normal rate of pay for each active Level II in excess of five (5).
- h) Personnel in classification of Lead NDT Technician will receive a premium of thirty dollars (\$30.00) per month in addition to their normal rate of pay. This premium will be paid for each active Level II in excess of this first Level II.

- i) Non-Category 3 personnel who hold an active Level II NDT method, as required by the Company, will receive a premium of thirty dollars (\$30.00) per month in addition to their normal rate of pay

**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 Unassigned.**

**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 Unassigned -**

**4.03.33 Unassigned**

**4.03.34 Unassigned**

**4.03.35 Technical Data Processor -**

Must have the ability to provide general clerical and administrative tasks and duties as required in Technical Services and to provide support by maintaining various types of reports, files and systems such as Sinex, Artos, Promis, etc. In addition, may be assigned to provide administrative support to the Customs & Transportation work group and any other related clerical or auditing duties.

**4.03.36 Technical Data Controller -**

Must have the qualifications of a Technical Data Processor and the ability to update manuals and automated records systems including the control of critical life-limited units, as well as collect and report fleet reliability data. In addition, may be assigned to process required regulatory documentation for material or property through various ports of entry.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.37 Senior Technical Data Controller-**

Must have the qualifications of a Technical Data Controller and, as a working member of a group, have the ability to train and satisfactorily ~~direct~~ the work of others with minimum supervision.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to ~~their~~ former category and ~~classification~~ at the point where currently employed,

**4.03.38 Senior Technical Data Controller -Customs**

Must have the qualifications of a Technical Data Controller and, as a working member of a group, have the ability to train and satisfactorily direct the work of others with minimum supervision. Personnel in this classification will be required to liaise with Canada Customs and any other agency, as required, in order to arrange customs clearance for aircraft and aircraft-related materials or parts.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.39 Planner:**

Must, as a minimum, have ~~proven~~ ability and skills required in order to plan work and work events.

In addition, personnel in this classification who hold seniority in Category 19 or 38 hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), ~~shall receive a five-hundred dollar (\$500.00) payment.~~

An employee who does not successfully meet the requirements of ~~their classification~~ within six (6) months will be required to revert to their former category and ~~classification~~ at the point where currently employed.

**4.03.40 Licensed Planner:**

Must, as a minimum, possess the qualifications of a Licensed Aircraft Technician in Categories 1, 19 or 38 and have the ability to plan work or work events.

An employee who does not successfully meet the requirements of this classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.41 Shop Technician:**

Must possess the qualifications of a Mechanic or equivalent in the category concerned, have the ability to act as a technical advisor, prepare any required documentation and liaise with other departments in order to provide technical assistance as required.

An employee who does not successfully meet the requirements of this classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.42 Technical Writer -**

Must be knowledgeable in computer technology in order to update documentation and instructions for equipment operated by the Company and perform associated duties as required.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.43 Technical Writer (Aeronautics)-**

Must, as a minimum, possess the qualifications of a Mechanic/Aircraft Technician in an aviation-related category and be knowledgeable in computer technology in order to update aircraft maintenance program documentation, manuals, instructions for aircraft and related components operated by the Company and perform associated duties as required.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.44 Licensed Technical Writer -**

Must, as a minimum, possess the qualifications of a Licensed Aircraft Technician in Category 1, 19 or 38 and be 'knowledgeable in computer technology in order to update aircraft maintenance program documentation, manuals, instructions for aircraft and related components operated by the Company and perform associated duties as required.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.45 Instructor -**

Must be knowledgeable for the subject matter to be taught, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver technical training using various methods and

strategies, in addition act as subject matter experts in the development of courseware in compliance with Company and the applicable regulatory standards.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.46 Technical Instructor •**

Must meet the occupational standards for the subject to be taught, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver technical training using various methods and strategies, in addition act as subject matter experts in the development of courseware in compliance with Company and the applicable regulatory standards.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.03.47 Licensed Technical Instructor •**

Must possess an **AME-M2**, **E** or **S**, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver technical training using various methods and strategies, in addition act as subject matter experts in the development of courseware in compliance with Company and the applicable regulatory standards.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**4.04 GENERAL**

**4.04.01** The number of Lead Licensed Aircraft Technicians, in Categories **I, 19 or 38** shall be established solely by the Company consistent with manpower requirements, provided that the ratio of Licensed Aircraft Technicians, Aircraft Technicians, Juniors and Learners to the Lead Licensed Aircraft Technicians in a category, within a business unit, at any one point, will not exceed sixteen (16) to one (1).

**4.04.02** The number of Lead Mechanics will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Mechanics, Juniors and Learners to the Lead Mechanics in a category, at any one point, will not exceed sixteen (16) to one (1).

4.04.03 Notwithstanding the terms of the ratio as provided for in Article 4.04.01 above, it is further agreed that the number of Licensed Aircraft Technicians, Aircraft Technicians, Mechanics, Juniors and Learners from any category assigned to any one ~~Lead~~ Licensed Aircraft Technician shall not exceed sixteen (16).

4.04.04 Notwithstanding the terms of the ratio as provided for in Article 4.04.02 above, it is further agreed that the number of Mechanics, Juniors and Learners assigned to any one (1) Lead Mechanic shall not exceed sixteen (16).

4.04.05 Personnel in Categories 1, 4, 38 and in the Planning and the Technical Writing categories holding more than one (1) active "Aircraft Certification Authority" (ACA) 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 "Aircraft Certification Authority" (ACA) in excess of the first ACA.

4.04.06 Personnel in the Technical Instructing category having the technical qualifications to deliver Transport Canada approved aircraft training for more than one type aircraft currently operated by the Company, will receive a premium of ninety (\$90.00) per month, in addition to their normal rate of pay. This premium will be paid in lieu of premiums ~~provided~~ for in Article 4.04.05 and Letter of Understanding No. 20.

#### 4.05 Vacancies

The filling of vacancies to ~~classifications~~ listed below shall be as follows:

Vacancy Notices (unless stated otherwise) will be as follows:

NOTE: It is agreed that the procedures and principles of Promotion Bulletins and the privileges of above basic will be applied for administrative purposes for the vacancy notices listed below.

##### 4.05.01 Technical Data Controller

Transfers to Technical Data Controller will be offered in order of seniority, at the point, to the permanent senior Data Processor who has met the requirements of Article 4.05.16 thirty days prior to the vacancy being available.

Note: Technical Data Controller employee requested transfers from other stations will be ~~actioned~~ if the employee's seniority in the Technical Data Processor classification is greater than that of the above eligible candidates.

##### 4.05.02 Senior Technical Data Controller

Promotional Bulletins for Senior Technical Data Controllers will be addressed to Technical Data Controllers who have 5 years of ~~data/reliability~~ experience and

meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of understanding No.4.

**Note:** Secondary consideration will be given to qualified candidates who have less than five (5) years experience.

#### **4.05.03 Senior Technical Data Controller - Customs**

Promotional Bulletins for Senior Technical Data Controllers - Customs will be addressed to Technical Data Controllers who have 5 years of customs experience and ~~meet~~ the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

**Note:** Secondary consideration will be given to qualified candidates who have less than five (5) years ~~experience~~ in customs.

#### **4.05.04 Planner**

Addressed to all employees covered by the Agreement at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

In the event of no qualified applicants the Company will hire externally as required.

#### **4.05.05 Licensed Planner**

Addressed to Licensed Aircraft Technicians or Planners at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

In the event of no qualified applicants the Company will hire externally as required.

#### **4.05.06 Shop Technician**

Vacancy Notice addressed to Mechanics in the category concerned at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will ~~be~~ in accordance with Article 16.11.05 and Letter of Understanding No. 4.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.07 Technical Writer**

Addressed to all employees covered by the Agreement at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.08 Technical Writer (Aeronautics)**

Addressed to Mechanics/Aircraft Technicians in aircraft related technical categories at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.09 Licensed Technical Writer**

Addressed to Technical Writer (Aeronautics) and Licensed Aircraft Technicians in Categories 1, 19 or 38 at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.10 Instructor**

Addressed to all employees covered by the Agreement who, as a minimum, meet the requirements of Article 4.05.16 and are knowledgeable for the subject matter to be taught. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.11 Technical Instructor**

Addressed to all employees covered by the Agreement who, as a minimum, meet the requirements of Article 4.05.16 and meet the occupational standards for the subject to be taught. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.12 Licensed Technical Instructor**

Addressed to all employees covered by the Agreement who, as a minimum, meet the requirements of Article 4.05.16 and possess a Transport Canada AME M2, E or S. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

In the event of no qualified applicants the Company will hire externally as required.

**4.05.13** Employees selected to Promotional Bulletins or Vacancy Notices for the above classifications will normally be required to remain in their positions for a minimum of twenty four (24) months.

**4.05.14** Seniority privileges for external employees hired into the above classifications will be limited to those categories and classifications in which an employee establishes seniority.

**4.05.15 Unassigned**

		Qualifications of Technical Data Processor									
		Qualifications of Technical Data Controller									
		Customs Background									
		High School or equivalent education									
		Five (5) years Technical Services or Logistics & Supply experience									
		Two (2) Years Material Control Experience									
		One (1) Year EMC Experience									
		Hold a valid Transport Canada AME License (M2, E, S as applicable)									
		Aircraft Certification Authority (ACA)									
		Minimum of two (2) years of experience in the maintenance of transport category aircraft									
		Word									
		Excel									
		Power Point									
		Artois									
		RES									
		AMTAC									
		ACCESS									
		Ability to write clear/concise Tech Instructions									
		Free of any restrictions that will prevent entry into other countries (ability to hold a passport)									
		Demonstrated Skill in area of expertise									

X = Essential qualifications

## **4.06 JOINT TRAINING AND LICENSING COMMITTEE**

**4.06.01** The purpose of this Joint Committee is to discuss and resolve issues, thereby enhancing the overall effectiveness and quality of technical training in Technical Services. 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.

**4.06.02** This Joint Committee will:

- A)** Maintain all agreements, policies and procedures related to the sections of Chapter 4 of Publication 831.
- B)** Review and recommend changes to a course syllabus for technical training courses within the jurisdiction of the Technical Services.
- C)** Review and resolve workplace issues related to training and licensing;

NOTE: The J.T.L.C. is not considered part of the grievance procedure as provided for in Article 17.03 although, subject to agreement between the Company and the Union, matters may be referred to the J.T.L.C.

- D)** Act as a resource body to provide meaningful input to issues related to training and licensing.

**4.06.03** This Joint Committee will be comprised of the following:

- A)** Five (5) representatives appointed by the Union.
- B)** Management representatives (not to exceed five (5) in number).

NOTE: In addition, the Joint Training and Licensing Committee may establish sub-committees to assist in the carrying out of its mandate.

**4.06.04** 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, Airworthiness. 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.

- 4.06.05 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.
- 4.06.06 Monetary and collective bargaining issues are not included in the mandate of the Joint Training & Licensing Committee (unless input is requested by the UMCM).
- 4.06.07 Meetings of the Joint Training and Licensing Committee may be called as necessary by either the Union or the Company.

## ARTICLE 5 – RATES OF PAY – TECHNICAL SERVICES

5.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty ~~two~~ and one half (42 1/2) hours with a one half hour unpaid meal period; if the scheduled working hours are reduced below forty ~~two~~ and one half (42 1/2) 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 and Junior Mechanics 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 1904 hours on a 5/2 type work schedule or 1760 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 for each level of the 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 (3") 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 one (1) year's 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, Aircraft ~~Technician~~ (AT) or Licensed Aircraft Technician, advancement in pay within the classification shall be automatic for

each level, up to level 4, upon the first day of the pay period following completion of one (1) year's service in the currently held level (including time served in a higher classification).

NOTE 1: For out-of-category assignments see 5.03.12.

NOTE 2: AT's who obtain an Aircraft Certification Authority (ACA), will be migrated over to the LAT level equivalent to their AT level with their AT review date.

5.03.04 Advancement in pay from NDT Trainee to NDT Technician 1 and to the subsequent levels up to NDT 5 shall be automatic upon the first day of the pay period following successful completion of the appropriate level requirements as specified in Article 4.03.27.02.

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

5.03.06 In the case of the Process Auditor - Aircraft I classification, advancement in pay to Process Auditor - Aircraft II shall be automatic upon the first day of the pay period, following completion of one (1) year's service in the Process Auditor - Aircraft 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 one (1) year 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) One (1) year must have elapsed since the date of his last reclassification.
- b) During the one (1) year period, the employee must have actually worked a minimum of 1904 hours on a 5/2 type work schedule or 1760 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 (4<sup>th</sup> class), advancement in pay to Licensed Stationary Plant Operator (3<sup>rd</sup> 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 (2<sup>nd</sup> 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 (2<sup>nd</sup> class) classification;
- b) Two (2) years' service in the Licensed Stationary Plant Operator (2<sup>nd</sup> class) classification.

**NOTE 2:** 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, Aircraft Technician, Licensed Aircraft Technician, 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.

**5.03.13** Employees hired into the classifications within the Technical Data Control and Office Support, Planning, Technical Writing and Technical Instructing categories scheduled advancement in pay will be automatic upon the first day of the pay period, following completion on one (1) year's service in the classification for each level of the salary scale.

Note: Personnel in the Planner classification must meet the requirements of a technical exam in accordance with LOU 4 or hold the qualifications of a Mechanic in order to progress beyond the fifth level rate of pay.

**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 Business Unit 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, Winnipeg, Toronto, Calgary and Vancouver, soliciting volunteers (excluding Learners) from 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** The following are the rates of pay for all classifications in the Technical Services Business Unit covered by this Agreement.

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE			
	JUNE 2002/JUNE 2003		JUNE 2003/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009	
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	
Shift Foreman	\$1,313.21	\$ 32.83	\$5,710.10	\$1,293.51	\$ 32.34	\$5,624.45	\$1,262.47	\$ 31.56	\$5,489.46	
Process Auditors 2	\$1,365.52	\$ 34.14	\$5,937.54	\$1,345.03	\$ 33.63	\$5,848.47	\$1,312.75	\$ 32.82	\$5,708.11	
Process Auditors 1	\$1,342.90	\$ 33.57	\$5,839.18	\$1,322.75	\$ 33.07	\$5,751.59	\$1,291.01	\$ 32.28	\$5,613.55	
Lead Licensed Aircraft Technician 2	\$1,434.76	\$ 35.87	\$6,238.64	\$1,413.24	\$ 35.33	\$6,145.06	\$1,379.32	\$ 34.48	\$5,997.58	
Lead Licensed Aircraft Technician 1	\$1,406.26	\$ 35.16	\$6,114.70	\$1,385.17	\$ 34.63	\$6,022.97	\$1,351.92	\$ 33.80	\$5,878.42	
Licensed Aircraft Technician 4	\$1,314.41	\$ 32.86	\$5,715.31	\$1,294.59	\$ 32.37	\$5,629.58	\$1,263.62	\$ 31.59	\$5,494.47	
Licensed Aircraft Technician 3	\$1,222.92	\$ 30.57	\$5,317.49	\$1,204.57	\$ 30.11	\$5,237.73	\$1,175.66	\$ 29.39	\$5,112.02	
Licensed Aircraft Technician 2	\$1,131.42	\$ 28.29	\$4,919.62	\$1,114.44	\$ 27.86	\$4,845.83	\$1,087.70	\$ 27.19	\$4,729.53	
Licensed Aircraft Technician 1	\$1,039.91	\$ 26.00	\$4,521.75	\$1,024.32	\$ 25.61	\$4,453.93	\$999.73	\$ 24.99	\$4,347.03	
Aircraft Technician 4	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.07	\$1,116.93	\$ 27.92	\$4,856.64	
Aircraft Technician 3	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.31	\$1,018.45	\$ 25.46	\$4,428.41	
Aircraft Technician 2	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.94	\$ 25.62	\$4,456.67	\$1,000.35	\$ 25.01	\$4,349.71	
Aircraft Technician 1	\$1,003.26	\$ 25.08	\$4,362.37	\$ 988.21	\$ 24.71	\$4,296.93	\$ 964.49	\$ 24.11	\$4,193.81	
Lead Shop Inspector	\$1,277.08	\$ 31.93	\$5,552.99	\$1,257.92	\$ 31.45	\$5,469.69	\$1,227.73	\$ 30.69	\$5,338.42	
Shop Inspector	\$1,237.58	\$ 30.94	\$5,381.25	\$1,219.02	\$ 30.48	\$5,300.53	\$1,189.76	\$ 29.74	\$5,173.32	
Avionics/Electronic Calibration Spec. 2	\$1,237.58	\$ 30.94	\$5,381.25	\$1,219.02	\$ 30.48	\$5,300.53	\$1,189.76	\$ 29.74	\$5,173.32	
Avionics/Electronic Calibration Spec. 1	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.07	\$1,116.93	\$ 27.92	\$4,856.64	
Avionics Specialist 2	\$1,277.08	\$ 31.93	\$5,552.99	\$1,257.92	\$ 31.45	\$5,469.69	\$1,227.73	\$ 30.69	\$5,338.42	
Avionics Specialist 1	\$1,201.34	\$ 30.03	\$5,223.65	\$1,183.32	\$ 29.58	\$5,145.29	\$1,154.92	\$ 28.87	\$5,021.80	
Lead NDT Technician	\$1,434.59	\$ 35.86	\$6,237.88	\$1,413.07	\$ 35.33	\$6,144.32	\$1,379.16	\$ 34.48	\$5,996.85	
NDT Technician 5	\$1,368.17	\$ 34.20	\$5,949.08	\$1,347.65	\$ 33.69	\$5,859.84	\$1,315.30	\$ 32.88	\$5,719.21	
NDT Technician 4	\$1,340.70	\$ 33.52	\$5,829.64	\$1,320.59	\$ 33.01	\$5,742.19	\$1,288.90	\$ 32.22	\$5,604.38	
NDT Technician 3	\$1,313.23	\$ 32.83	\$5,710.18	\$1,293.53	\$ 32.34	\$5,624.53	\$1,262.49	\$ 31.56	\$5,489.54	
NDT Technician 2	\$1,285.35	\$ 32.13	\$5,588.96	\$1,266.07	\$ 31.65	\$5,505.12	\$1,235.68	\$ 30.89	\$5,373.00	
NDT Technician 1	\$1,257.88	\$ 31.45	\$5,469.51	\$1,239.01	\$ 30.98	\$5,387.47	\$1,209.28	\$ 30.23	\$5,258.17	
NDT Trainee	\$1,237.58	\$ 30.94	\$5,381.25	\$1,219.02	\$ 30.48	\$5,300.53	\$1,189.76	\$ 29.74	\$5,173.32	

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE		
	JUNE 2002/JUNE 2003		JUNE 2003/JUNE 2009		JUNE 2004/JUNE 2009				
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Lead Mechanic	\$1,237.58	\$ 30.94	\$5,381.25	\$1,219.02	\$ 30.48	\$5,300.53	\$1,189.76	\$ 29.74	\$5,173.32
Mechanic 4	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.08	\$1,116.93	\$ 27.92	\$4,856.64
Mechanic 3	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.29	\$1,018.45	\$ 25.46	\$4,428.41
Mechanic 2	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.95	\$ 25.62	\$4,456.65	\$1,000.35	\$ 25.01	\$4,349.71
Mechanic 1	\$1,003.26	\$ 25.08	\$4,362.37	\$ 988.21	\$ 24.71	\$4,286.94	\$ 964.49	\$ 24.11	\$4,193.81
Junior Mechanic 4	\$ 963.67	\$ 24.09	\$4,180.22	\$ 949.21	\$ 23.73	\$4,127.37	\$ 926.43	\$ 23.16	\$4,028.31
Junior Mechanic 3	\$ 915.54	\$ 22.89	\$3,980.94	\$ 901.80	\$ 22.55	\$3,921.22	\$ 880.16	\$ 22.00	\$3,827.11
Junior Mechanic 2	\$ 865.04	\$ 21.53	\$3,761.36	\$ 852.06	\$ 21.30	\$3,704.94	\$ 831.61	\$ 20.79	\$3,616.02
Junior Mechanic 1	\$ 818.76	\$ 20.47	\$3,560.14	\$ 806.48	\$ 20.16	\$3,506.74	\$ 787.13	\$ 19.68	\$3,422.58
Leamer 4	\$ 773.14	\$ 19.33	\$3,361.78	\$ 761.55	\$ 19.04	\$3,311.36	\$ 743.27	\$ 18.58	\$3,231.89
Leamer 3	\$ 713.78	\$ 17.84	\$3,103.67	\$ 703.08	\$ 17.58	\$3,057.11	\$ 686.20	\$ 17.16	\$2,983.74
Leamer 2	\$ 658.95	\$ 16.47	\$2,865.25	\$ 649.07	\$ 16.23	\$2,822.28	\$ 633.49	\$ 15.84	\$2,754.54
Leamer 1	\$ 608.33	\$ 15.21	\$2,645.14	\$ 599.20	\$ 14.98	\$2,605.46	\$ 584.82	\$ 14.62	\$2,542.93
Lead Cleaner/A/C Engine Parts	\$ 899.20	\$ 22.48	\$3,909.90	\$ 885.71	\$ 22.14	\$3,851.25	\$ 864.46	\$ 21.61	\$3,758.82
Cleaner Blaster 5	\$ 854.71	\$ 21.37	\$3,776.45	\$ 841.89	\$ 21.05	\$3,680.70	\$ 821.68	\$ 20.54	\$3,572.84
Cleaner Blaster 4	\$ 821.31	\$ 20.53	\$3,571.22	\$ 808.99	\$ 20.22	\$3,517.65	\$ 789.58	\$ 19.74	\$3,433.23
Cleaner Blaster 3	\$ 754.32	\$ 18.86	\$3,279.92	\$ 743.00	\$ 18.58	\$3,230.72	\$ 725.17	\$ 18.13	\$3,153.18
Cleaner Blaster 2	\$ 623.04	\$ 15.58	\$2,709.10	\$ 613.69	\$ 15.34	\$2,668.46	\$ 598.96	\$ 14.97	\$2,604.42
Cleaner Blaster 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55
Helper 2	\$ 849.18	\$ 21.23	\$3,692.39	\$ 836.44	\$ 20.91	\$3,637.00	\$ 816.36	\$ 20.41	\$3,549.71
Helper 1	\$ 782.02	\$ 19.55	\$3,400.39	\$ 770.29	\$ 19.26	\$3,349.38	\$ 751.80	\$ 18.80	\$3,269.00
Toolroom Issuer 5	\$ 849.18	\$ 21.23	\$3,692.39	\$ 836.44	\$ 20.91	\$3,637.00	\$ 816.36	\$ 20.41	\$3,549.71
Toolroom Issuer 4	\$ 782.02	\$ 19.55	\$3,400.39	\$ 770.29	\$ 19.26	\$3,349.38	\$ 751.80	\$ 18.80	\$3,269.00
Toolroom Issuer 3	\$ 743.22	\$ 18.58	\$3,231.65	\$ 732.07	\$ 18.30	\$3,183.18	\$ 714.50	\$ 17.86	\$3,106.78
Toolroom Issuer 2	\$ 671.49	\$ 15.44	\$2,684.99	\$ 603.23	\$ 15.21	\$2,644.71	\$ 593.63	\$ 14.84	\$2,581.24
Toolroom Issuer 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE			
	JUNE 2002/JUNE 2003		JUNE 2003/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009	
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	
Lead Cleaner	\$ 833.98	\$ 20.85	\$3,626.32	\$ 821.47	\$ 20.54	\$3,571.92	\$ 801.76	\$ 20.04	\$3,486.20	
Cleaner 4	\$ 804.12	\$ 20.10	\$3,496.48	\$ 792.06	\$ 19.80	\$3,444.03	\$ 773.05	\$ 19.33	\$3,361.38	
Cleaner 3	\$ 737.05	\$ 18.43	\$3,204.83	\$ 725.99	\$ 18.15	\$3,156.75	\$ 708.57	\$ 17.71	\$3,080.99	
Cleaner 2	\$ 614.39	\$ 15.36	\$2,671.50	\$ 605.18	\$ 15.13	\$2,631.43	\$ 590.65	\$ 14.77	\$2,568.27	
Cleaner 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55	
Lead Building Attendant	\$ 818.93	\$ 20.47	\$3,560.85	\$ 806.64	\$ 20.17	\$3,507.44	\$ 787.28	\$ 19.68	\$3,423.26	
Building Attendant 4	\$ 773.91	\$ 19.35	\$3,385.10	\$ 762.30	\$ 19.06	\$3,314.62	\$ 744.00	\$ 18.60	\$3,235.07	
Building Attendant 3	\$ 707.03	\$ 17.68	\$3,074.29	\$ 696.42	\$ 17.41	\$3,028.18	\$ 679.71	\$ 16.99	\$2,955.50	
Building Attendant 2	\$ 599.41	\$ 14.99	\$2,666.35	\$ 590.42	\$ 14.76	\$2,567.26	\$ 576.25	\$ 14.41	\$2,505.64	
Building Attendant 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55	
Facilities Cleaner 4	\$ 703.81	\$ 17.60	\$3,080.30	\$ 693.25	\$ 17.33	\$3,014.40	\$ 676.61	\$ 16.92	\$2,942.05	
Facilities Cleaner 3	\$ 636.93	\$ 15.92	\$2,769.50	\$ 627.38	\$ 15.68	\$2,727.96	\$ 612.32	\$ 15.31	\$2,662.49	
Facilities Cleaner 2	\$ 564.35	\$ 14.11	\$2,463.89	\$ 555.88	\$ 13.90	\$2,417.08	\$ 542.54	\$ 13.56	\$2,359.07	
Facilities Cleaner 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55	
Stationary Plant Operator (2nd Class) 3	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.07	\$1,116.93	\$ 27.92	\$4,856.64	
Stationary Plant Operator (2nd Class) 2	\$1,106.67	\$ 27.57	\$4,812.03	\$1,090.07	\$ 27.25	\$4,739.85	\$1,063.91	\$ 26.60	\$4,626.09	
Stationary Plant Operator (2nd Class) 1	\$1,051.58	\$ 26.29	\$4,572.46	\$1,035.80	\$ 25.90	\$4,503.88	\$1,010.94	\$ 25.27	\$4,395.78	
Stationary Plant Operator (3rd Class) 2	\$ 996.78	\$ 24.92	\$4,334.19	\$ 981.83	\$ 24.55	\$4,269.18	\$ 958.26	\$ 23.96	\$4,166.72	
Stationary Plant Operator (3rd Class) 1	\$ 942.02	\$ 23.55	\$4,096.08	\$ 927.89	\$ 23.20	\$4,034.64	\$ 905.62	\$ 22.64	\$3,937.81	
Stationary Plant Operator (4th Class) 2	\$ 863.97	\$ 21.60	\$3,756.71	\$ 851.01	\$ 21.28	\$3,700.36	\$ 830.58	\$ 20.76	\$3,611.55	
Stationary Plant Operator (4th Class) 1	\$ 796.22	\$ 19.91	\$3,462.14	\$ 784.28	\$ 19.61	\$3,410.21	\$ 765.46	\$ 19.14	\$3,328.37	
Stationary Plant Operator 2	\$ 784.52	\$ 19.61	\$3,411.26	\$ 772.75	\$ 19.32	\$3,360.09	\$ 754.21	\$ 18.86	\$3,279.45	
Stationary Plant Operator 1	\$ 732.56	\$ 18.31	\$3,185.31	\$ 721.57	\$ 18.04	\$3,137.53	\$ 704.25	\$ 17.61	\$3,062.23	

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE			
	JUNE 2002/JUNE 2003		JUNE 2003/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009	
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	
Licensed Planner-6	\$1,365.52	\$ 34.14	\$5,937.54	\$1,345.03	\$ 33.63	\$5,848.47	\$1,312.75	\$ 32.82	\$5,708.11	
Licensed Planner-5	\$1,342.90	\$ 33.57	\$5,839.18	\$1,322.75	\$ 33.07	\$5,751.59	\$1,291.01	\$ 32.28	\$5,613.55	
Licensed Planner-4	\$1,314.41	\$ 32.86	\$5,715.31	\$1,294.69	\$ 32.37	\$5,629.58	\$1,263.62	\$ 31.59	\$5,494.47	
Licensed Planner-3	\$1,222.92	\$ 30.57	\$5,317.49	\$1,204.57	\$ 30.11	\$5,237.73	\$1,175.66	\$ 29.39	\$5,112.02	
Licensed Planner-2	\$1,131.42	\$ 28.29	\$4,919.62	\$1,114.44	\$ 27.86	\$4,845.83	\$1,087.70	\$ 27.19	\$4,729.53	
Licensed Planner-1	\$1,039.91	\$ 26.00	\$4,521.75	\$1,024.32	\$ 25.51	\$4,453.93	\$999.73	\$ 24.99	\$4,347.03	
Planner-10	\$1,203.76	\$ 30.09	\$5,234.19	\$1,185.70	\$ 29.64	\$5,155.68	\$1,157.25	\$ 28.93	\$5,031.94	
Planner-9	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.07	\$1,116.93	\$ 27.92	\$4,856.64	
Planner-8	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.31	\$1,018.45	\$ 25.46	\$4,428.41	
Planner-7	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.95	\$ 25.62	\$4,456.67	\$1,000.35	\$ 25.01	\$4,349.71	
Planner-6	\$1,003.26	\$ 25.08	\$4,362.37	\$988.21	\$ 24.71	\$4,296.93	\$ 964.49	\$ 24.11	\$4,193.81	
Planner-5	\$ 956.94	\$ 23.92	\$4,160.97	\$ 942.59	\$ 23.56	\$4,098.55	\$ 919.96	\$ 23.00	\$4,000.19	
Planner-4	\$ 907.74	\$ 22.69	\$3,947.04	\$ 894.12	\$ 22.35	\$3,887.83	\$ 872.66	\$ 21.82	\$3,794.52	
Planner-3	\$ 858.54	\$ 21.46	\$3,733.10	\$ 845.66	\$ 21.14	\$3,677.11	\$ 825.37	\$ 20.63	\$3,588.86	
Planner-2	\$ 809.34	\$ 20.23	\$3,519.17	\$ 797.20	\$ 19.93	\$3,466.38	\$ 778.07	\$ 19.45	\$3,383.19	
Planner-1	\$ 759.73	\$ 18.99	\$3,303.46	\$ 748.33	\$ 18.71	\$3,253.91	\$ 730.37	\$ 18.26	\$3,175.81	
Senior Technical Data Controller 6	\$ 972.52	\$ 24.31	\$4,228.71	\$ 957.93	\$ 23.95	\$4,165.28	\$ 934.94	\$ 23.37	\$4,065.31	
Senior Technical Data Controller 5	\$ 947.92	\$ 23.70	\$4,121.75	\$ 933.70	\$ 23.34	\$4,059.92	\$ 911.29	\$ 22.78	\$3,962.48	
Senior Technical Data Controller 4	\$ 922.91	\$ 23.07	\$4,013.00	\$ 909.07	\$ 22.73	\$3,952.80	\$ 887.25	\$ 22.18	\$3,857.94	
Senior Technical Data Controller 3	\$ 898.31	\$ 22.46	\$3,906.03	\$ 884.84	\$ 22.12	\$3,847.44	\$ 863.60	\$ 21.59	\$3,755.10	
Senior Technical Data Controller 2	\$ 873.30	\$ 21.83	\$3,797.28	\$ 860.20	\$ 21.51	\$3,740.32	\$ 839.56	\$ 20.99	\$3,650.56	
Senior Technical Data Controller 1	\$ 848.70	\$ 21.22	\$3,690.32	\$ 835.97	\$ 20.90	\$3,634.96	\$ 815.91	\$ 20.40	\$3,547.72	
Technical Data Controller 6	\$ 828.61	\$ 20.72	\$3,602.96	\$ 816.18	\$ 20.40	\$3,548.92	\$ 796.59	\$ 19.91	\$3,463.74	
Technical Data Controller 5	\$ 799.09	\$ 19.98	\$3,474.60	\$ 787.10	\$ 19.68	\$3,422.48	\$ 768.21	\$ 19.21	\$3,340.34	
Technical Data Controller 4	\$ 769.57	\$ 19.24	\$3,346.24	\$ 758.03	\$ 18.95	\$3,296.05	\$ 739.83	\$ 18.50	\$3,216.95	
Technical Data Controller 3	\$ 740.05	\$ 18.50	\$3,217.89	\$ 728.95	\$ 18.22	\$3,169.62	\$ 711.45	\$ 17.79	\$3,093.55	
Technical Data Controller 2	\$ 710.53	\$ 17.76	\$3,089.53	\$ 699.87	\$ 17.50	\$3,043.18	\$ 683.08	\$ 17.08	\$2,970.15	
Technical Data Controller 1	\$ 681.01	\$ 17.03	\$2,951.17	\$ 670.79	\$ 16.77	\$2,916.75	\$ 654.70	\$ 16.37	\$2,846.75	

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE			
	JUNE 2002/JUNE2003		JUNE 2003/JUNE2009		JUNE 2004/JUNE2009		JUNE 2004/JUNE2009		JUNE 2004/JUNE2009	
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	
Technical Data Processor-6	\$ 611.17	\$ 16.78	\$2,918.38	\$ 661.10	\$ 16.53	\$2,874.51	\$ 645.24	\$ 16.13	\$2,805.62	
Technical Data Processor-5	\$ 619.51	\$ 15.49	\$2,693.75	\$ 610.22	\$ 15.26	\$2,653.35	\$ 595.57	\$ 14.89	\$2,589.67	
Technical Data Processor-4	\$ 567.85	\$ 14.20	\$2,469.13	\$ 559.33	\$ 13.98	\$2,432.09	\$ 545.91	\$ 13.65	\$2,373.72	
Technical Data Processor-3	\$ 515.78	\$ 12.89	\$2,242.71	\$ 508.04	\$ 12.70	\$2,209.07	\$ 495.85	\$ 12.40	\$2,156.06	
Technical Data Processor-2	\$ 464.12	\$ 11.60	\$2,018.09	\$ 457.16	\$ 11.43	\$1,987.82	\$ 446.19	\$ 11.15	\$1,940.11	
Technical Data Processor-1	\$ 412.46	\$ 10.31	\$1,793.46	\$ 406.27	\$ 10.16	\$1,766.56	\$ 396.52	\$ 9.91	\$1,724.16	
Shop Technician-6	\$1,203.76	\$ 30.09	\$5,234.19	\$1,185.70	\$ 29.54	\$5,155.68	\$ 1,157.25	\$ 28.93	\$5,031.94	
Shop Technician-5	\$1,183.67	\$ 29.59	\$5,146.83	\$1,165.91	\$ 29.15	\$5,069.63	\$ 1,137.93	\$ 28.45	\$4,947.96	
Shop Technician-4	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.51	\$4,976.07	\$ 1,116.93	\$ 27.92	\$4,856.64	
Shop Technician-3	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.31	\$ 1,018.45	\$ 25.46	\$4,428.41	
Shop Technician-2	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.95	\$ 25.62	\$4,456.67	\$ 1,000.35	\$ 25.01	\$4,349.71	
Shop Technician-1	\$1,003.26	\$ 25.08	\$4,362.37	\$ 988.21	\$ 24.71	\$4,296.93	\$ 964.49	\$ 24.11	\$4,193.81	
Licensed Technical Writer-6	\$1,365.52	\$ 34.14	\$5,937.54	\$1,345.03	\$ 33.63	\$5,848.47	\$ 1,312.75	\$ 32.82	\$5,708.11	
Licensed Technical Writer-5	\$1,342.90	\$ 33.57	\$5,839.18	\$1,322.75	\$ 33.07	\$5,751.59	\$ 1,291.01	\$ 32.28	\$5,613.55	
Licensed Technical Writer-4	\$1,314.41	\$ 32.86	\$5,715.31	\$1,294.69	\$ 32.37	\$5,629.58	\$ 1,263.62	\$ 31.59	\$5,494.47	
Licensed Technical Writer-3	\$1,222.92	\$ 30.57	\$5,317.49	\$1,204.57	\$ 30.11	\$5,237.73	\$ 1,175.66	\$ 29.39	\$5,112.02	
Licensed Technical Writer-2	\$1,131.42	\$ 28.29	\$4,919.62	\$1,114.44	\$ 27.86	\$4,845.83	\$ 1,087.70	\$ 27.19	\$4,729.53	
Licensed Technical Writer-1	\$1,039.91	\$ 26.00	\$4,521.75	\$1,024.32	\$ 25.61	\$4,453.93	\$ 999.73	\$ 24.99	\$4,347.03	
Technical Writer (Aeronautics)-6	\$1,203.76	\$ 30.09	\$5,234.19	\$1,185.70	\$ 29.64	\$5,155.68	\$ 1,157.25	\$ 28.93	\$5,031.94	
Technical Writer (Aeronautics)-5	\$1,183.67	\$ 29.59	\$5,146.83	\$1,165.91	\$ 29.15	\$5,069.63	\$ 1,137.93	\$ 28.45	\$4,947.96	
Technical Writer (Aeronautics)-4	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.51	\$4,976.07	\$ 1,116.93	\$ 27.92	\$4,856.64	
Technical Writer (Aeronautics)-3	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.31	\$ 1,018.45	\$ 25.46	\$4,428.41	
Technical Writer (Aeronautics)-2	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.95	\$ 25.62	\$4,456.67	\$ 1,000.35	\$ 25.01	\$4,349.71	
Technical Writer (Aeronautics)-1	\$1,003.26	\$ 25.08	\$4,362.37	\$ 988.21	\$ 24.71	\$4,296.93	\$ 964.49	\$ 24.11	\$4,193.81	
Technical Writer-6	\$1,037.71	\$ 25.94	\$4,512.17	\$1,022.14	\$ 25.55	\$4,444.49	\$ 997.61	\$ 24.94	\$4,337.82	
Technical Writer-5	\$ 983.18	\$ 24.58	\$4,275.06	\$ 968.43	\$ 24.21	\$4,210.94	\$ 945.19	\$ 23.63	\$4,109.87	
Technical Writer-4	\$ 928.24	\$ 23.21	\$4,036.17	\$ 914.32	\$ 22.86	\$3,975.63	\$ 892.37	\$ 22.31	\$3,880.22	
Technical Writer-3	\$ 873.71	\$ 21.84	\$3,799.07	\$ 860.60	\$ 21.52	\$3,742.08	\$ 839.95	\$ 21.00	\$3,652.27	
Technical Writer-2	\$ 819.18	\$ 20.48	\$3,561.96	\$ 806.89	\$ 20.17	\$3,508.53	\$ 787.53	\$ 19.69	\$3,424.32	
Technical Writer-1	\$ 764.65	\$ 19.12	\$3,324.85	\$ 753.18	\$ 18.83	\$3,274.98	\$ 735.10	\$ 18.38	\$3,196.38	

TECHNICAL SERVICES	PERIOD ONE			PERIOD TWO			PERIOD THREE		
	JUNE 2002/JUNE 2003			JUNE 2003/JUNE 2009			JUNE 2004/JUNE 2009		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Licensed Technical Instructors - 6	\$1,365.52	\$ 34.14	\$5,937.54	\$1,345.03	\$ 33.63	\$5,848.47	\$1,312.75	\$ 32.82	\$5,708.11
Licensed Technical Instructors - 5	\$1,342.90	\$ 33.57	\$5,839.18	\$1,322.75	\$ 33.07	\$5,751.59	\$1,291.01	\$ 32.28	\$5,613.55
Licensed Technical Instructors - 4	\$1,314.41	\$ 32.86	\$5,715.31	\$1,294.69	\$ 32.37	\$5,629.58	\$1,263.62	\$ 31.59	\$5,494.47
Licensed Technical Instructors - 3	\$1,222.92	\$ 30.57	\$5,317.49	\$1,204.57	\$ 30.11	\$5,237.73	\$1,175.66	\$ 29.39	\$5,112.02
Licensed Technical Instructors - 2	\$1,131.42	\$ 28.29	\$4,919.62	\$1,114.44	\$ 27.86	\$4,845.83	\$1,087.70	\$ 27.19	\$4,729.53
Licensed Technical Instructors - 1	\$1,039.91	\$ 26.00	\$4,521.75	\$1,024.32	\$ 25.61	\$4,453.93	\$ 999.73	\$ 24.99	\$4,347.03
Technical Instructors - 6	\$1,203.76	\$ 30.09	\$5,234.19	\$1,185.70	\$ 29.64	\$5,155.68	\$1,157.25	\$ 28.93	\$5,031.94
Technical Instructors - 5	\$1,183.67	\$ 29.59	\$5,146.83	\$1,165.91	\$ 29.15	\$5,069.63	\$1,137.93	\$ 28.45	\$4,947.96
Technical Instructors - 4	\$1,161.82	\$ 29.05	\$5,051.85	\$1,144.40	\$ 28.61	\$4,976.07	\$1,116.93	\$ 27.92	\$4,856.64
Technical Instructors - 3	\$1,059.38	\$ 26.48	\$4,606.40	\$1,043.49	\$ 26.09	\$4,537.31	\$1,018.45	\$ 25.46	\$4,428.41
Technical Instructors - 2	\$1,040.55	\$ 26.01	\$4,524.53	\$1,024.95	\$ 25.62	\$4,456.67	\$1,000.35	\$ 25.01	\$4,349.71
Technical Instructors - 1	\$1,003.26	\$ 25.08	\$4,362.37	\$ 988.21	\$ 24.71	\$4,296.93	\$ 964.49	\$ 24.11	\$4,193.81
Instructors - 6	\$1,056.57	\$ 26.41	\$4,594.18	\$1,040.72	\$ 26.02	\$4,525.27	\$1,015.74	\$ 25.39	\$4,416.66
Instructors - 5	\$ 997.94	\$ 24.95	\$4,339.24	\$ 982.97	\$ 24.57	\$4,274.15	\$ 959.38	\$ 23.98	\$4,171.57
Instructors - 4	\$ 939.72	\$ 23.49	\$4,086.09	\$ 925.62	\$ 23.14	\$4,024.80	\$ 903.41	\$ 22.59	\$3,928.20
Instructors - 3	\$ 881.09	\$ 22.03	\$3,831.16	\$ 867.87	\$ 21.70	\$3,773.69	\$ 847.04	\$ 21.18	\$3,683.12
Instructors - 2	\$ 822.87	\$ 20.57	\$3,578.00	\$ 810.53	\$ 20.26	\$3,524.33	\$ 791.07	\$ 19.78	\$3,439.75
Instructors - 1	\$ 764.65	\$ 19.12	\$3,324.85	\$ 753.18	\$ 18.83	\$3,274.98	\$ 735.10	\$ 18.38	\$3,196.38

**5.07 UNASSIGNED**  
**5.08 UNASSIGNED**  
**5.09 UNASSIGNED**  
**5.10 UNASSIGNED**  
**5.11 UNASSIGNED**

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

### **6.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Airport & Cargo Operations Business Unit 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 within Airport & Cargo Operations 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.

#### **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 Business Unit 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 Lead 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 ACLYNX transactions. As a working member of the group, 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 C.R.U. Specialist training requirements

#### 6.03.01.01.01 **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 ACLYNX 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

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 judgement 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. Specialist 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 (not including ZIP B-737 flights), 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 have passed appropriate examinations and must be able to satisfactorily pass 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 (not including ZIP E737 flights), 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., ACLYNX, 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, ACLYNX, 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., ACLYNX, 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, ACLYNX, 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, ACLYNX 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**

~~I~~s 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.

#### **6.03.01.16    Central Baggage Performance Agent**

Is employed by the Company to analyse performance information for solutions to performance problems and provide airports with direction/ support for performance improvement, to produce and distribute statistical reports related to baggage performance, to review WorldTRACER files using the Baggage MI and appropriate RESIII/OPS transactions for proper file categorization and adherence to established procedures, to amend improper categorization, to follow-up with specific agents and/or airport management to review problems and take corrective measures, to participate in the ongoing development/maintenance of the Baggage MI systems, to bring issues related to WorldTRACER functionally to the attention of the WorldTRACER Coordinator, to provide job specific/ departmental training/guidance as requested, to prepare records, examine trends and perform other Central Baggage Tracing office duties as required.

**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 meet the *following* specific requirements:

- a) Must possess abilities such as:
  - PC skills (e.g., Excel, Word, Databases)
  - Knowledge of the technical environment including WorldTRACER
  - Analytical abilities
  - Ability to communicate effectively verbally and in writing
- b) Must have pleasant *personality*, ability to deal with the *public* using tact and good judgment, general good grooming.
- c) Bilingual (French and English) Level 3.
- d) Must satisfactorily pass the appropriate training course.
- e) Must satisfactorily pass a structured interview in accordance with Letter of Understanding No. 4.
- f) Ability to travel as required.

#### 6.03.01.17 Central Baggage Tracing Agent

Is employed by the Company to ensure that the WorldTRACER Management/Tracing systems are used properly and to the fullest potential for each baggage claim, lost article report, bag or found *article* sent to Central Tracing, to process all Baggage Claim Declarations (for lost and/or pilfered baggage) and provide all related support to Baggage Claims offices including providing information about tracing results, claim status and the outcome of searches for evidence of fraudulent claims, to process *mishandled/unclaimed* baggage received at Central Tracing by processing all related data via the WorldTRACER Baggage Management/ Tracing Systems including the physical inventory of baggage content, to handle dangerous goods as required, to use systems such as Historical PNR/Aeroplan Chip in attempts to find contact information related to owner of bags or found articles, to make inquiries by telephone, internet and mail to locations throughout the world in attempts to find rightful owner of bags or found articles, to make arrangements for the expediting and delivery of baggage or found *articles* throughout Air Canada's and other airlines systems, to liaise with and provide support to the airport tracing *offices* of both Air Canada and other airlines, to assist in the *compiling* of statistical baggage information and other studies as required, to provide job *specific/departmental training/guidance* as requested, to perform various activities such as preparing all unclaimed baggage or found articles for charities and/or sale, to prepare records and perform communication and other general Central Baggage Office *duties*, as required.

**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 meet the *following specific* requirements:

- a) Must possess abilities such as:
  - PC skills (e.g., Excel, Word, Databases)
  - Knowledge of the technical environment including WorldTRACER
  - Analytical abilities
  - Ability to communicate effectively verbally and in writing
- b) Must have pleasant personality, ability to deal with the public using tact and good judgment, general good grooming.
- c) Bilingual (French and English) Level 3.
- d) Must satisfactorily pass the appropriate training course.
- e) Must satisfactorily pass a structured interview in accordance with Letter of Understanding No. 4.
- f) Be able to meet the physical requirements of lifting, moving, storing, shipping, etc. of baggage and other articles.

**6.03.01.18     Customer Service Agent – Part-Time**

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, ACLYNX transactions, prepare records and perform other duties associated with cargo traffic.

NOTE: At the Fredericton Airport, employees must also handle passenger/customer service functions 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 necessary Certificate of Proficiency in Radio, as required, and in addition, must be able to satisfactorily pass baggage and cargo training requirements.

**6.03.01.18.01     Qualifications**

In order to be selected to fill Customer Service Agent – Part-Time vacancies, employees 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 judgement, 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 Customer Service Agent Part-Time positions must have qualified themselves for such positions by passing the basic and general knowledge examinations at least thirty (30) days prior,

#### **6.03.01.19 Cabin Servicing & Cleaning Attendant – Part-Time**

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 "make-up" rooms and area; stocking and maintaining cabin services kits and other 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 twenty five percent (25%) of the total number of permanent 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. In addition, at Whitehorse, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's, the total number of part-time Station Attendants shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Station Attendant and Station Attendant. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Station Attendants and full time Station Attendants and the allowable number of part-time Station Attendants for each point.

NOTE 1: Up to five (5) part-time Station Attendants may be employed at any one point regardless of the thirty-five percent (35%) ratio.

NOTE 2: If an employee declines an offer of permanent full-time employment, he will be ineligible for further consideration for a period of one (1) year from the date of declination.

**NOTE 3:** A part-time Station Attendant may advise the Company, in writing, that he is not interested in permanent full-time Station Attendant employment. Such advice will be **actioned** upon receipt of written notification by FAX or Canada Post, to:

Director, Labour Relations –  
Technical Services  
Air Canada Base 1023  
Montreal International Airport (Dorval)  
P.O. Box 9000, Postal Station St-Laurent  
Montreal, Quebec  
**H4Y 1C2**

- 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 thirty-two (32) hours **per week**, and up to eight (8) hours **per day**.

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** 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.
- 6.03.02.08** The application of Article 10.02.11, Time Bank, does not apply to part-time Station Attendants.
- 6.03.02.09** Part-time Station Attendants will be eligible to perform **acting/relief** assignments in the classifications of Lead Station Attendant, Lead Cabin Servicing & Cleaning Attendant and Customer Service Agent.
- 6.03.02.10** Probation for part-time Station Attendants will consist of a period of thirty (30) weeks.

6.03.02.11 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)~~.

6.03.02.12 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.

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

6.03.02.14 ~~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.

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

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

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

Group Life Insurance

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).

#### **Group Disability Income Plan**

Not available to part-time Station Attendants.

#### **Supplementary Health Insurance**

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).

#### **Group Dental Insurance**

Not available to part-time Station Attendants.

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.

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

- 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.
- 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.

**6.03.02.18** 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.

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

**6.03.03** Part-Time Employment- Cabin Servicing & Cleaning Attendant

**6.03.03.01** 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.

**6.03.03.02** The number of part-time Cabin Servicing & Cleaning Attendants will not exceed twenty five (25%) of the total number of permanent employees in the classifications of Lead Cabin Servicing & Cleaning Attendant and full-time Cabin Servicing & Cleaning 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. in addition at, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's, the **total number of part-time** Cabin Servicing & Cleaning Attendants shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Cabin Servicing & Cleaning Attendant and Cabin Servicing & Cleaning Attendant. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Cabin Servicing & Cleaning Attendants and full time Cabin Servicing & Cleaning Attendants and the allowable number of part-time Cabin Servicing & Cleaning Attendants for each point.

NOTE: Up to five (5) part-time Cabin Servicing & Cleaning Attendants may be employed at any one point regardless of the thirty-five percent (35%) ratio.

- 6.03.03.03 Part-time employees will establish a seniority date applicable to full-time or part-time status as a Cabin Servicing & Cleaning Attendant. Seniority provisions for part-time Cabin Servicing & Cleaning Attendants are applicable at the point only, unless as indicated otherwise.
- 6.03.03.04 Rates of pay, as enumerated in Article 7, are on an hourly basis up to a maximum of the Part-Time Cabin Servicing & Cleaning Attendant 4 rate of pay (\$13.37 an hour effective June 8<sup>th</sup>, 2003)  
  
For the purpose of scheduled advancement in pay for part-time Cabin Servicing & Cleaning Attendants, two (2) weeks of part-time service will equal a credit of one (1) week.
- 6.03.03.05 With the exception of training, part-time Cabin Servicing & Cleaning Attendants may be scheduled to work up to thirty-two (32) hours per week, and up to eight (8) hours per day.  
  
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.
- 6.03.03.06 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.
- 6.03.03.07 in the application of Article 10.02.07.01, overtime will be offered to full-time Cabin Servicing & Cleaning Attendants prior to offering overtime to part-time Cabin Servicing & Cleaning Attendants
- 6.03.03.08 The application of Article 10.02.11, Time Bank, does not apply to Part-Time Cabin Servicing & Cleaning Attendants.

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

6.03.03.10 Probation for part-time Cabin Servicing & Cleaning Attendants will consist of a period of thirty (30) weeks.

6.03.03.11 Statutory Holidays for part-time Cabin Servicing & Cleaning 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)~~.

6.03.03.12 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 Cabin Servicing & Cleaning Attendants will be four (4) hours at straight time.

6.03.03.13 Part-time Cabin Servicing & Cleaning Attendants will have the ability to transfer to another point in order to secure a permanent full-time position.

6.03.03.14 Full Time Cabin Servicing & Cleaning 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 Cabin Servicing & Cleaning Attendants are actively employed at the point.

Full-time Cabin Servicing & Cleaning 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 Cabin Servicing & Cleaning Attendant at ~~the~~ point. These employees will ~~assume~~ the status of part-time Cabin Servicing & Cleaning Attendant and will not exceed the maximum part-time wage rate.

Full-time Cabin Servicing & Cleaning Attendants with a seniority date of June 13, 1997 or earlier 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. Full-time and part-time Cabin Servicing & Cleaning Attendants with a seniority date ~~post~~ June 13, 1997 may elect to bump in accordance with the "One Category Memorandum" dated June 13, 1997.

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.

Part-time Cabin Servicing & Cleaning Attendants, when laid-off, may not "bump"/~~displace~~ other more junior full-time Cabin Servicing & Cleaning Attendants at the point.

**6.03.03.15** The application of Article 20.10, Severance Pay, will not ~~apply~~ to part-time Cabin Servicing & Cleaning Attendants.

**6.03.03.16** In *the* application of Letter of Understanding No, 1, the following exceptions apply to part-time Cabin Servicing & Cleaning Attendants.

#### Group Life Insurance

The ~~level~~ of coverage will be two and one-haif (2 ~~112~~) times the ~~basic~~ annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

#### Group ~~Disability~~ Income Plan

Not available to part-time Cabin Servicing & Cleaning Attendants.

#### Supplementary Health Insurance

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).

#### Group Dental Insurance

Not available to part-time Cabin Servicing & Cleaning Attendants.

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.

**6.03.03.17** The process for employee change of status from a part-time Cabin Servicing & Cleaning Attendant to a temporary full-time Cabin Servicing & Cleaning Attendant will be as follows:

- a) The Company will advise a part-time Cabin Servicing & Cleaning 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.
- 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 Cabin Servicing & Cleaning Attendant may advise the Company, in writing, that he is not interested in temporary full-time Cabin Servicing & Cleaning 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 Cabin Servicing & Cleaning Attendant rates of pay, as indicated in Article 6.03.03.04, are applicable to temporary full-time Cabin Servicing & Cleaning Attendant assignments.
- h) Scheduled advancement in pay will be applied on a week for week basis when a part-time Cabin Servicing & Cleaning Attendant's status is changed to temporary full-time Cabin Servicing & Cleaning Attendant.
- i) If an assignment to temporary full-time Cabin Servicing & Cleaning Attendant exceeds twenty-six (26) weeks, the employee's status shall be changed to permanent full-time Cabin Servicing & Cleaning Attendant.

**6.03.03.18** 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.

6.03.03.19 All job security provisions of this Collective Agreement do not apply to part-time Cabin Servicing & Cleaning 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 all 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, Customer Service Agent – 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. Selection will be on the basis of the applicants seniority in basic classification.

**NOTE:** Secondary consideration to be given to Cargo Communications Operator, Station Attendant – Part-Time, Customer Service Agent – Part-Time, Cabin Servicing & Cleaning Attendant and Lead Cabin Servicing & Cleaning Attendant at the point only. Selection will be on the basis of basic classification seniority date.

**6.04.01.06 Lead Customer Service Agent**

Addressed to Customer Service Agents, Selection will be on the basis of basic classification seniority.

**NOTE:** Secondary consideration to be given to Lead Station Attendants, Station Attendants; Cargo Communications Operators, Station Attendants – Part-Time, Lead Cabin Servicing & Cleaning Attendants, Cabin Servicing & Cleaning Attendants at the point only, Selection will be on the basis of basic classification seniority date.

**6.04.01.07 Lead Customer Service Agent – Cargo**

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

**NOTE:** Secondary consideration to be given to Lead Station Attendants, Station Attendants, Cargo Communications Operators, Station Attendants – Part-Time, Lead Cabin Servicing & Cleaning Attendants, Cabin Servicing & Cleaning Attendants at the point only. Selection will be on the basis of basic classification seniority date,

6.04.01.08 Lead Customer Service Agent – Baggage

Addressed to Customer Service Agents, Central Baggage Performance Agents and Central Baggage Tracing Agents. Selection will be on the basis of basic classification seniority.

NOTE: Secondary consideration to be given to Lead Station Attendants, Station Attendants, Cargo Communications Operators, Station Attendants – Part-Time, Lead Cabin Servicing & Cleaning Attendants, Cabin Servicing & Cleaning Attendants at the point only. Selection will be on the basis of basic classification seniority date.

6.04.01.09 Lead Customer Service Agent – Weight & Balance

Addressed to Customer Service Agents – Weight & Balance. Selection will be on the basis of basic classification 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 basic classification seniority.

6.04.01.12 Central Baggage Performance Agent

Addressed to Central Baggage Tracing Agents and Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

6.04.01.13 Central Baggage Tracing Agent

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

6.04.01.14 Lead C.R.U. Specialist

Addressed to C.R.U. Specialists. Selection will be on the basis of basic classification seniority

## 6.04.02 Qualifying Examinations

The Agreement requires that to be eligible to apply to Promotional Bulletin 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 QUALIFICATIONS	TYPING	GEOGRAPHY	MATH	PROBLEM SOLVING	RESTRICTED DISPATCH	LOAD DISPATCH	STATION ATTENDANT	CENTRAL BAGGAGE PERC. PERIODIC EXAM.	CENTRAL BAGGAGE TRACING PERIODIC EXAM.	LEAD QUAL. EXAM.	LEAD TRAINING COURSE	STRUCTURED INTERVIEW
CLASSIFICATIONS												
LEAD CRU SPECIALIST	•	•	•	•						•	•	•
CRU 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	•	•	•	•						•	•	•
CUSTOMER SERVICE AGENT - CARGO	•	•	•	•						•	•	•
LEAD CUSTOMER SERVICE AGENT - BAGGAGE	•	•	•	•						•	•	•
CUSTOMER SERVICE AGENT - BAGGAGE	•	•	•	•						•	•	•
LEAD CUSTOMER SERVICE AGENT - PERFORMANCE	•	•	•	•						•	•	•
CUSTOMER SERVICE AGENT - PERFORMANCE	•	•	•	•						•	•	•
LEAD STATION ATTENDANT												
LEAD CABIN SERVING & CLEANING ATTENDANT												

NOTE 1: Must possess a "Certificate of Proficiency in Radio" of at least the minimum grade provided by law to operate Company telecommunication 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 Bulletin and for the posting of Vacancy Notices, the requirement to qualify flying (30) days prior is not applicable.

NOTE 5: For Customer Service Agent - Weight & Balance Qualifying examinations, see Publication 700, Chapter 10.

NOTE 6: Prior to the posting of a second Promotional Bulletin, consideration will be given to those qualified applicants who have not met the thirty (30) day requirement.

#### 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.

#### 6.04.02.02 Qualifying Examination Requirements

To be eligible to take the applicable qualifying examination, an employee must have completed a probationary period and be designated as permanent.

#### 6.04.02.03 Qualifying Examination Failures

Employees having a basic qualifying examination failure (e.g., typing, geography & math) will be subject to the following:

- a) One (1) re-write for a qualifying examination will be provided, by the Company, within thirty (30) days of the date of the failed qualifying exam.
- b) If the employee is unsuccessful in the above noted re-examination or if the employee fails to take the re-write examination, the employee will be ineligible to re-apply for the basic qualifying exam for a period of six (6) months. This six (6) month period will be from the date of the initial examination.

#### 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>	Bilingual <u>Requirement</u>
Frederiction	3

Classification: Customer Service Agent - Weight & Balance

<u>Stations</u>	Bilingual <u>Requirement</u>
Montreal	All

Classification: Customer Service Agent (Cargo Office)

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

Classification: Customer Service Agent (Baggage Office)

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

Classification: Customer Service Agent

<u>Stations</u>	Bilingual <u>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 Business Unit, 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 Business Unit Promotional Bulletin, Vacancy Notice and Transfer Procedures, will be in accordance with the understandings covered in .01 and .02) above.
- d) An employee promoted or transferred to the **positions** of Central Baggage Performance Agent or Central Baggage Tracing Agent must have Level III language capability in both official languages at the time of promotion or transfer.

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 with a one half hour unpaid meal period: if the scheduled working hours are reduced below forty (40) hours, the rate of pay shall be correspondingly reduced.

Note: Employees in part-time classifications are enumerated on an hourly basis.

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 each level of the 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 one (1) year.

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) One (1) year must have elapsed since the date of his last reclassification.
- b) During the one (1) year period, the employee must have actually worked in the classification a minimum of 1904 hours on a 5/2 type work schedule or 1760 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** The following are the rates of pay for all classifications in the Airport & Cargo Operations Business Unit covered by this Agreement.

AIRPORTS & CARGO OPERATIONS	PERIOD ONE				PERIOD TWO				PERIOD THREE (Temporary reduction & 37.5 hours/week)			
	JUNE 2002/JUNE 2003		JUNE 2003/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009		JUNE 2004/JUNE 2009	
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Lead Cargo Rating Unit Specialist	\$ 1,178.02	\$ 29.45	\$ 5,122.25	\$ 1,160.35	\$ 29.01	\$ 5,045.42	\$ 1,047.03	\$ 27.92	\$ 4,552.70			
Cargo Rating Unit Specialist 3	\$ 1,128.47	\$ 28.21	\$ 4,906.83	\$ 1,111.55	\$ 27.79	\$ 4,833.23	\$ 1,063.00	\$ 26.75	\$ 4,361.23			
Cargo Rating Unit Specialist 2	\$ 1,086.15	\$ 27.40	\$ 4,766.26	\$ 1,079.70	\$ 26.99	\$ 4,694.77	\$ 974.26	\$ 25.98	\$ 4,236.29			
Cargo Rating Unit Specialist 1	\$ 1,075.08	\$ 25.38	\$ 4,413.75	\$ 989.85	\$ 25.00	\$ 4,347.55	\$ 902.21	\$ 24.06	\$ 3,927.98			
Lead Customer Service Agent - Airports	\$ 1,118.88	\$ 27.97	\$ 4,865.12	\$ 1,102.10	\$ 27.55	\$ 4,792.14	\$ 984.47	\$ 26.52	\$ 4,324.16			
Customer Service Agent - Airports 2	\$ 1,050.52	\$ 26.26	\$ 4,567.85	\$ 1,034.76	\$ 25.87	\$ 4,498.33	\$ 933.71	\$ 24.90	\$ 4,069.95			
Customer Service Agent - Airports 1	\$ 1,009.70	\$ 25.24	\$ 4,390.39	\$ 994.56	\$ 24.86	\$ 4,324.54	\$ 897.43	\$ 23.93	\$ 3,902.22			
Lead Customer Service Agent - Weight & Balance	\$ 1,118.88	\$ 27.97	\$ 4,865.12	\$ 1,102.10	\$ 27.55	\$ 4,792.14	\$ 984.47	\$ 26.52	\$ 4,324.16			
Customer Service Agent - Weight & Balance 2	\$ 1,060.52	\$ 26.26	\$ 4,567.85	\$ 1,034.76	\$ 25.87	\$ 4,498.33	\$ 933.71	\$ 24.90	\$ 4,069.95			
Customer Service Agent - Weight & Balance 1	\$ 1,009.72	\$ 25.24	\$ 4,390.44	\$ 994.57	\$ 24.86	\$ 4,324.59	\$ 897.44	\$ 23.93	\$ 3,902.26			
Lead Customer Service Agent - Cargo	\$ 1,091.86	\$ 27.30	\$ 4,747.62	\$ 1,075.48	\$ 26.89	\$ 4,676.40	\$ 970.45	\$ 25.88	\$ 4,219.72			
Lead Customer Service Agent - Baggage	\$ 1,091.86	\$ 27.30	\$ 4,747.62	\$ 1,075.48	\$ 26.89	\$ 4,676.40	\$ 970.45	\$ 25.88	\$ 4,219.72			
Lead Customer Service Agent	\$ 1,091.86	\$ 27.30	\$ 4,747.62	\$ 1,075.48	\$ 26.89	\$ 4,676.40	\$ 970.45	\$ 25.88	\$ 4,219.72			
Central Baggage Performance Agent	\$ 1,045.28	\$ 26.13	\$ 4,545.07	\$ 1,029.60	\$ 25.74	\$ 4,476.89	\$ 929.05	\$ 24.77	\$ 4,039.69			
Central Baggage Tracing Agent	\$ 1,035.04	\$ 25.88	\$ 4,505.54	\$ 1,019.51	\$ 25.49	\$ 4,433.03	\$ 919.95	\$ 24.53	\$ 4,000.12			
Customer Service Agent 2	\$ 1,024.78	\$ 25.62	\$ 4,455.96	\$ 1,009.41	\$ 25.24	\$ 4,389.12	\$ 910.84	\$ 24.29	\$ 3,960.50			
Customer Service Agent 1	\$ 959.36	\$ 23.98	\$ 4,171.47	\$ 944.97	\$ 23.62	\$ 4,108.90	\$ 862.68	\$ 22.74	\$ 3,707.64			
Customer Service Agent - Part Time	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Lead Station Attendant 2	\$ 1,006.90	\$ 25.17	\$ 4,378.21	\$ 991.80	\$ 24.79	\$ 4,312.53	\$ 894.94	\$ 23.87	\$ 3,891.39			
Lead Station Attendant 1	\$ 981.24	\$ 24.53	\$ 4,266.62	\$ 966.52	\$ 24.16	\$ 4,202.62	\$ 872.13	\$ 23.26	\$ 3,792.21			
Station Attendant 9 (Full-time)	\$ 914.99	\$ 22.97	\$ 3,978.58	\$ 901.27	\$ 22.53	\$ 3,918.90	\$ 813.25	\$ 21.93	\$ 3,536.19			
Station Attendant 8 (Full-time)	\$ 834.22	\$ 20.96	\$ 3,677.37	\$ 821.71	\$ 20.54	\$ 3,572.96	\$ 741.47	\$ 19.77	\$ 3,224.04			
Station Attendant 7 (Full-time)	\$ 753.98	\$ 18.95	\$ 3,278.47	\$ 742.67	\$ 18.57	\$ 3,229.30	\$ 670.15	\$ 17.87	\$ 2,913.53			
Station Attendant 6 (Full-time)	\$ 673.28	\$ 16.83	\$ 2,977.35	\$ 663.18	\$ 16.53	\$ 2,883.65	\$ 588.42	\$ 15.96	\$ 2,682.04			
Station Attendant 5 (Full-time)	\$ 592.63	\$ 14.82	\$ 2,576.86	\$ 583.74	\$ 14.59	\$ 2,538.21	\$ 526.73	\$ 14.05	\$ 2,290.34			
Station Attendant 4 (Full-time)	\$ 542.77	\$ 13.57	\$ 2,360.09	\$ 534.63	\$ 13.37	\$ 2,324.69	\$ 482.42	\$ 12.86	\$ 2,097.67			
Station Attendant 3 (Full-time)	\$ 491.74	\$ 12.29	\$ 2,138.17	\$ 484.36	\$ 12.11	\$ 2,106.10	\$ 437.06	\$ 11.65	\$ 1,900.42			
Station Attendant 2 (Full-time)	\$ 417.23	\$ 10.43	\$ 1,814.21	\$ 410.97	\$ 10.27	\$ 1,787.00	\$ 370.84	\$ 9.89	\$ 1,612.48			
Station Attendant 1 (Full-time)	\$ 351.35	\$ 8.78	\$ 1,527.75	\$ 346.08	\$ 8.65	\$ 1,504.84	\$ 312.29	\$ 8.33	\$ 1,357.88			

	PERIOD ONE				PERIOD TWO				PERIOD THREE (Temporary reduction & 37.5 h/week)			
	JUNE 2002/JUNE 2003				JUNE 2003/JUNE 2009				JUNE 2004/JUNE 2009			
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
<b>AIRPORTS &amp; CARGO OPERATIONS</b>												
Station Attendant 5 (Part-time)	\$ 592.63	\$ 14.82	\$2,576.86	\$ 583.74	\$ 14.59	\$2,538.21	N/A	\$ 14.05	N/A			
Station Attendant 4 (Part-time)	\$ 542.77	\$ 13.57	\$2,350.09	\$ 534.63	\$ 13.37	\$2,324.69	N/A	\$ 12.86	N/A			
Station Attendant 3 (Part-time)	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	N/A	\$ 11.65	N/A			
Station Attendant 2 (Part-time)	\$ 417.23	\$ 10.43	\$1,814.21	\$ 410.97	\$ 10.27	\$1,787.00	N/A	\$ 9.89	N/A			
Station Attendant 1 (Part-time)	\$ 351.35	\$ 8.78	\$1,527.75	\$ 346.08	\$ 8.65	\$1,504.84	N/A	\$ 8.33	N/A			
Lead Cabin Servicing & Cleaning Attendant	\$ 833.98	\$ 20.85	\$3,626.32	\$ 821.47	\$ 20.54	\$3,571.92	\$ 741.25	\$ 19.77	\$ 3,223.10			
Cabin Servicing & Cleaning Attendant 6 (FT)	\$ 804.12	\$ 20.10	\$3,486.48	\$ 792.06	\$ 19.80	\$3,444.03	\$ 714.71	\$ 19.06	\$ 3,107.70			
Cabin Servicing & Cleaning Attendant 5 (FT)	\$ 737.05	\$ 18.43	\$3,204.83	\$ 725.99	\$ 18.15	\$3,156.75	\$ 655.09	\$ 17.47	\$ 2,848.48			
Cabin Servicing & Cleaning Attendant 4 (FT)	\$ 614.39	\$ 15.36	\$2,671.50	\$ 605.18	\$ 15.13	\$2,631.43	\$ 546.98	\$ 14.56	\$ 2,374.45			
Cabin Servicing & Cleaning Attendant 3 (FT)	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 437.06	\$ 11.65	\$ 1,900.42			
Cabin Servicing & Cleaning Attendant 2 (FT)	\$ 417.23	\$ 10.43	\$1,814.21	\$ 410.97	\$ 10.27	\$1,787.00	\$ 370.94	\$ 9.89	\$ 1,612.48			
Cabin Servicing & Cleaning Attendant 1 (FT)	\$ 351.35	\$ 8.78	\$1,527.75	\$ 346.08	\$ 8.65	\$1,504.84	\$ 312.29	\$ 8.33	\$ 1,357.88			
Cabin Servicing & Cleaning Attendant 4 (PT)	N/A	N/A	N/A	\$ 534.80	\$ 13.37	\$2,325.42	N/A	\$ 12.87	N/A			
Cabin Servicing & Cleaning Attendant 3 (PT)	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	N/A	\$ 11.65	N/A			
Cabin Servicing & Cleaning Attendant 2 (PT)	\$ 417.23	\$ 10.43	\$1,814.21	\$ 410.97	\$ 10.27	\$1,787.00	N/A	\$ 9.89	N/A			
Cabin Servicing & Cleaning Attendant 1 (PT)	\$ 351.35	\$ 8.78	\$1,527.75	\$ 346.08	\$ 8.65	\$1,504.84	N/A	\$ 8.33	N/A			
Cargo Communications Operator 7	\$ 783.84	\$ 19.60	\$3,408.30	\$ 772.08	\$ 19.30	\$3,357.17	\$ 696.98	\$ 18.58	\$ 3,029.33			
Cargo Communications Operator 6	\$ 723.55	\$ 18.09	\$3,146.12	\$ 712.69	\$ 17.82	\$3,098.93	\$ 643.99	\$ 17.16	\$ 2,796.30			
Cargo Communications Operator 5	\$ 686.33	\$ 17.16	\$2,984.31	\$ 676.04	\$ 16.90	\$2,939.54	\$ 610.02	\$ 16.27	\$ 2,652.48			
Cargo Communications Operator 4	\$ 638.50	\$ 15.96	\$2,776.34	\$ 628.93	\$ 15.72	\$2,734.69	\$ 567.51	\$ 15.13	\$ 2,467.63			
Cargo Communications Operator 3	\$ 585.28	\$ 14.63	\$2,544.92	\$ 576.50	\$ 14.41	\$2,506.75	\$ 520.20	\$ 13.87	\$ 2,261.95			
Cargo Communications Operator 2	\$ 538.54	\$ 13.46	\$2,341.69	\$ 530.47	\$ 13.26	\$2,306.57	\$ 478.66	\$ 12.76	\$ 2,081.32			
Cargo Communications Operator 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 437.06	\$ 11.65	\$ 1,900.42			

7.05 UNASSIGNED  
 7.06 UNASSIGNED  
 7.07 UNASSIGNED

## **ARTICLE 8 – SCOPE OF AGREEMENT – LOGISTICS & SUPPLY BUSINESS UNIT**

### **8.01 SENIORITY DIVISIONS**

The Seniority Divisions into which the Logistics & Supply Business Unit 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 Logistics & Supply Business Unit, within the following work categories and in classifications as enumerated in Article 8.03, are covered by this Agreement.

Nothing in this agreement prevents an employee from performing either on a day to day or regular basis, any function or task that is generally performed by any category in order to complete the work required, provided that the employee is competent to perform the work required.

In addition, employees may be required to temporarily work in another category, provided that the employee in question is competent to perform the temporary duties required.

#### **8.02.01 Material Control**

Comprising those employees engaged in the handling of stock, stock records, operation of Company automotive vehicles and the procurement of materials and parts required to support Technical Services.

### **8.03 CLASSIFICATIONS**

The following are the employee classifications of the Logistics & Supply Business Unit 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. In addition these employees shall be engaged in the inspection of aircraft materials and non-aircraft materials, parts and components, to ensure they are duly certificated in accordance with Transport Canada and Company regulations and are in acceptable condition and meet Company Standards.

**8.03.04 Lead Chauffeur**

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

**8.03.05 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.

**8.03.06 Buyer Analyst -**

Must have the ability to perform purchasing functions for the replenishment of goods and services. In addition, have the ability to monitor vendor and supplier performance and, as required, assist in negotiations with suppliers.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**8.03.07 Material Logistics Coordinator-**

Must have the ability to coordinate and procure or purchase identified material for events performed by Technical Services.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

**8.03.08 Module Coordinator -**

Must as a minimum have the ability and skills in order to plan, identify, procure and purchase materials required for engine events,

**8.03.09 Material Planner -**

Must, as a minimum, have the ability and skills in order to plan, identify, procure and purchase materials required for aircraft events in Technical Services.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former Category and classification at the point where currently employed.

**8.03.10 Line Expediter -**

Must have the ability to procure and ensure delivery of material and services required for aircraft maintenance on an expedited basis.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

## **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 sixteen (16) 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).

**8.04.03** Vacancies

The filling of vacancies to classifications within the Material Control category shall be as follows:

**NOTE:** It is agreed that the procedures and principles of Promotion Bulletins and the privileges of above basic will be applied for administrative purposes for the vacancy notices listed below.

**8.04.03.01** Material Logistics Coordinator

Transfers to Material Logistics Coordinator will be offered, in order of seniority, to the permanent senior Material Planner, Module Coordinator, Stockkeeper, Buyer Analyst or Technical Data Controller who has met the requirements of Article 4.05.16 and has submitted a request for transfer prior to the vacancy being available. Selection will be in accordance with the Stockkeeper, Buyer Analyst or Technical Data Controller seniority date.

In the event of no qualified applicants the Company will hire externally as required.

**8.04.03.02** Module Coordinator

Transfers to Module Coordinator will be offered, in order of seniority, to the permanent senior Material Planner, Material Logistics Coordinator, Stockkeeper, Buyer Analyst, Technical Data Controller or Mechanic - Category 11 who has met the requirements of Article 4.05.16 and has submitted a request for transfer prior to the vacancy being available. Selection will be in accordance with the Stockkeeper, Buyer Analyst, Technical Data Controller or Mechanic - Category 11 seniority date.

In the event of no qualified applicants the Company will hire externally as required.

#### **8.04.03.03 Material Planner**

Transfers to Material Planner will be offered, in order of seniority, to the permanent senior Material Logistics Coordinator, Module Coordinator, Stockkeeper, Buyer Analyst or Technical Data Controller who has met the requirements of Article 4.05.16 and has submitted a request for transfer prior to the vacancy being available. Selection will be in accordance with the Stockkeeper, Buyer Analyst or Technical Data Controller seniority date.

In the event of no qualified applicants the Company will hire externally as required.

**8.04.04** Employees selected to classifications within the Material Control category will normally be required to remain in their positions for a minimum of twenty four (24) months.

#### **8.04.05 Line Expediter**

Promotions to Line Expediter will be addressed to Material Logistic Coordinator, Material Planner, Module Coordinator and Stockkeeper who, as a minimum, meet the requirements of Article 4.05.16.

Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4 with the Stockkeeper, Buyer Analyst, Technical Data Controller or Mechanic- Category 11 seniority date.

In the event of no qualified applicants the Company will hire externally as required.

**8.04.06** Seniority **privileges** for external employees hired **into** classifications within the Material Control category will be limited to those categories and classifications in which an employee **establishes** seniority.

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## ARTICLE 9 – RATES OF PAY – LOGISTICS & 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 two** and one half (42 1/2) hours with a one half hour unpaid meal period; if the scheduled working hours are reduced below **forty** two and one half (42 1/2) 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 level of the 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,

9.03.04 For Buyer Analyst, Material Logistics Coordinator, Module Coordinator, Material Planner and line **Expediter**, 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 each **level** of salary scale.

9.04 The following are the rates of pay for all classifications in the Logistics & Supply Business Unit covered by this Agreement.

LOGISTICS & SUPPLY	PERIOD ONE			PERIOD TWO			PERIOD THREE		
	JUNE 23/2002 TO JUNE 2003			JUNE 2003/JUNE 2009			JUNE 2004/JUNE 2009		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Senior Lead Stockkeeper	\$1,088.81	\$ 27.22	\$4,734.38	\$1,072.48	\$ 26.81	\$4,663.37	\$1,046.74	\$ 26.17	\$4,551.45
Lead Stockkeeper	\$1,059.61	\$ 25.99	\$4,520.42	\$1,024.01	\$ 25.60	\$4,452.61	\$ 989.44	\$ 24.99	\$4,345.75
Stockkeeper 7	\$ 927.71	\$ 23.19	\$4,033.86	\$ 913.79	\$ 22.84	\$3,973.35	\$ 891.86	\$ 22.30	\$3,877.99
Stockkeeper 6	\$ 821.33	\$ 20.53	\$3,571.33	\$ 809.01	\$ 20.23	\$3,517.76	\$ 789.60	\$ 19.74	\$3,433.33
Stockkeeper 5	\$ 776.71	\$ 19.42	\$3,377.27	\$ 765.06	\$ 19.13	\$3,326.61	\$ 746.69	\$ 18.67	\$3,246.77
Stockkeeper 4	\$ 732.56	\$ 18.31	\$3,185.33	\$ 721.57	\$ 18.04	\$3,137.55	\$ 704.26	\$ 17.61	\$3,062.25
Stockkeeper 3	\$ 693.47	\$ 17.34	\$3,015.33	\$ 683.07	\$ 17.08	\$2,970.10	\$ 666.67	\$ 16.67	\$2,898.82
Stockkeeper 2	\$ 592.63	\$ 14.82	\$2,576.86	\$ 583.74	\$ 14.59	\$2,538.21	\$ 569.73	\$ 14.24	\$2,477.29
Stockkeeper 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55
Lead Chauffeur	\$ 925.69	\$ 23.14	\$4,025.09	\$ 911.81	\$ 22.80	\$3,964.72	\$ 889.92	\$ 22.25	\$3,869.56
Chauffeur 3	\$ 863.94	\$ 21.60	\$3,756.60	\$ 850.99	\$ 21.27	\$3,700.26	\$ 830.56	\$ 20.76	\$3,611.45
Chauffeur 2	\$ 677.87	\$ 16.95	\$2,947.51	\$ 667.70	\$ 16.69	\$2,903.30	\$ 651.58	\$ 16.29	\$2,833.62
Chauffeur 1	\$ 491.74	\$ 12.29	\$2,138.17	\$ 484.36	\$ 12.11	\$2,106.10	\$ 472.74	\$ 11.82	\$2,055.55

LOGISTICS & SUPPLY	PERIOD ONE			PERIOD TWO			PERIOD THREE		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Line Expeditor 6	\$1,150.87	\$ 28.77	\$5,004.21	\$1,133.61	\$ 28.34	\$4,929.15	\$1,106.40	\$ 27.66	\$4,810.85
Line Expeditor 5	\$1,112.33	\$ 27.81	\$4,836.63	\$1,095.65	\$ 27.39	\$4,764.08	\$1,069.35	\$ 26.73	\$4,649.75
Line Expeditor 4	\$1,073.79	\$ 26.84	\$4,669.05	\$1,057.68	\$ 26.44	\$4,599.02	\$1,032.30	\$ 25.81	\$4,488.64
Line Expeditor 3	\$1,035.66	\$ 25.89	\$4,503.26	\$1,020.13	\$ 25.50	\$4,435.71	\$ 995.64	\$ 24.89	\$4,329.25
Line Expeditor 2	\$ 997.12	\$ 24.93	\$4,335.68	\$ 982.16	\$ 24.55	\$4,270.64	\$ 958.59	\$ 23.96	\$4,168.15
Line Expeditor 1	\$ 958.99	\$ 23.97	\$4,169.88	\$ 944.61	\$ 23.62	\$4,107.33	\$ 921.93	\$ 23.05	\$4,008.76
MLC / Module Co-ord/Material Planner- 6	\$1,056.57	\$ 26.41	\$4,594.18	\$1,040.72	\$ 26.02	\$4,525.27	\$1,015.74	\$ 25.39	\$4,416.66
MLC / Module Co-ord/Material Planner- 5	\$1,007.37	\$ 25.18	\$4,380.25	\$ 992.26	\$ 24.81	\$4,314.54	\$ 968.45	\$ 24.21	\$4,210.99
MLC / Module Co-ord/Material Planner- 4	\$ 958.17	\$ 23.95	\$4,166.31	\$ 943.80	\$ 23.59	\$4,103.82	\$ 921.15	\$ 23.03	\$4,005.33
MLC / Module Co-ord/Material Planner- 3	\$ 908.97	\$ 22.72	\$3,952.38	\$ 895.34	\$ 22.38	\$3,893.10	\$ 873.85	\$ 21.85	\$3,799.66
MLC / Module Co-ord/Material Planner- 2	\$ 860.18	\$ 21.50	\$3,740.23	\$ 847.28	\$ 21.18	\$3,684.13	\$ 826.94	\$ 20.67	\$3,595.71
MLC / Module Co-ord/Material Planner- 1	\$ 810.98	\$ 20.27	\$3,526.30	\$ 798.82	\$ 19.97	\$3,473.41	\$ 779.64	\$ 19.49	\$3,390.05
Buyer Analyst 6	\$ 930.29	\$ 23.26	\$4,045.09	\$ 916.34	\$ 22.91	\$3,984.41	\$ 894.34	\$ 22.36	\$3,888.78
Buyer Analyst 5	\$ 882.79	\$ 21.72	\$3,777.67	\$ 855.76	\$ 21.39	\$3,721.01	\$ 835.22	\$ 20.88	\$3,631.70
Buyer Analyst 4	\$ 807.29	\$ 20.18	\$3,510.26	\$ 795.18	\$ 19.88	\$3,457.60	\$ 776.10	\$ 19.40	\$3,374.62
Buyer Analyst 3	\$ 746.20	\$ 18.66	\$3,244.63	\$ 735.01	\$ 18.38	\$3,195.96	\$ 717.37	\$ 17.93	\$3,119.25
Buyer Analyst 2	\$ 684.70	\$ 17.12	\$2,977.21	\$ 674.43	\$ 16.86	\$2,932.55	\$ 658.24	\$ 16.46	\$2,862.17
Buyer Analyst 1	\$ 623.20	\$ 15.58	\$2,709.80	\$ 613.85	\$ 15.35	\$2,669.15	\$ 599.12	\$ 14.98	\$2,605.09

**9.05 UNASSIGNED**  
**9.06 UNASSIGNED**  
**9.07 UNASSIGNED**

## **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 For shift scheduling purposes:**

A) The standard working week for categories and classifications covered by Articles 6.02 and 6.03 shall be forty (40) hours. The standard working day shall be eight (8) consecutive hours.

Note: This does not apply to employees covered under Articles 6.03.02, 6.03.03 and Letter of Understanding NO. 25.

B) The standard working week for categories and classifications covered by Articles 4.02, 4.03, 8.02 and 8.03 shall be forty two and one half (42.5) hours. The standard working day shall be eight and one half (8.5) consecutive hours.

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 1 :** 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

**NOTE 3:** Hours of Work - Technical Instructing

See Memorandum No. 7

### **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 Business Units, 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.

Notwithstanding the above, should the Union submit a shift proposal as provided for in the Collective Agreement (e.g., 6/3, 4/2, 4/4, 4/3 and 512) that, in the opinion of the Company:

1. provides coverage equal to or greater than the Company's shift proposal, and

2. adds no additional cost or additional manpower (man months), and

3. ~~meets all identified operational and business unit requirements~~,

the Company will not unreasonably withhold their agreement so long as

all of the above criteria have been met.

**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 Technical Services and Logistics & Supply

**10.01.04 MEAL PERIOD**

October 25, 2004  
16:00

10.01.04.01 The length of the unpaid meal period shall be one-half (.5) hour and shall occur within one & one-half (1.5) 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.

The unpaid lunch period may be extended to one (1) hour by the Company to provide eight and one half (8.5) hours for employees covered by Article 10.01.01A) or for employees covered by Article 10.01.01B) nine (9) hours coverage per shift, in which case the employee will be paid for the extra one-half (.5) hour as scheduled overtime.

The Company may extend the unpaid 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 unpaid 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.

NOTE: Part Time employees as referenced in articles 6.03.02.05 and 6.03.03.05 may be scheduled up to six (6) hours without an unpaid meal period. Any shift duration greater than six (6) hours will have an unpaid thirty (30) minute meal period added to it.

**EXAMPLE:**

1. Shift duration of seven (7) hours = six and one half (6½) hours of pay for time worked and a thirty (30) minute unpaid meal period.
2. Shift duration of six (6) hours = six (6) hours of pay for time worked and no unpaid meal period.

10.01.04.02 In the event an employee is required to work through their scheduled meal period, they will be credited at the rate of pay applicable for that shift.

**10.01.05 OFF DUTY PERIOD**

10.01.05.01 Employees who have worked sixteen (16) consecutive hours (including time spent traveling 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 work or training requirements necessitate the reassignment of an employee's regular rest days off duty, an employee may be required to work a series of days on, with a corresponding series of rest days off duty in accordance with the formula below. The reassignment of rest days shall be completed at the time of the work schedule change, otherwise overtime rates will apply. In summary, the principle of balancing days worked to days off will be applied to a work schedule change.

10.01.06.02 When work requirements necessitate the reassignment of an employee's regular rest days off duty, the following formula will apply for determining days worked to days off ratio:

#### **RATIO**

<b>5 on 2 off</b>	1 day worked, 1 day off 2 days worked, 1 day off 3 days worked, 2 days off 4 days worked, 2 days off 5 days worked, 2 days off
<b>6 on 3 off</b> or <b>4 on 2 off</b>	1 day worked, 1 day off 2 days worked, 1 day off 3 days worked, 2 days off 4 days worked, 2 days off 5 days worked, 2 days off 6 days worked, 3 days off
<b>4 on 4 off</b>	1 day worked, 1 day off 2 days worked, 2 days off 3 days worked, 3 days off 4 days worked, 4 days off
<b>4 on 3 off</b>	1 day worked, 1 day off 2 days worked, 2 days off

3 days worked, 2 days off  
4 days worked, 3 days off

#### 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, time and one-half 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 All overtime for hours worked shall be credited on a time and one-half basis.

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 Unassigned

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 provided a payment of two (2) hours of straight time. The above is not applicable 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, fall within the hours of the employee's scheduled shift.
- f) The employee could not be contacted at the time of canvassing.

NOTE: Definitions of the above mentioned overtime bypass exceptions will be established locally, subject to existing provisions/definitions in the Collective Agreement.

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.

Note: See Letter of Understanding No. 27 for employees assigned to **Technical Services** and to **Logistics & Supply**.

**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.
- 10.02.1.06 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.
- 10.02.1.07 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.

**10.04.0 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),

**10.04.0 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, 5747s and B-767s. **Merely** 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 traveling will be compensated for on a straight time basis.

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

NOTE: This article does not apply for employees expected to perform their normal work functions during a flight.

## 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 (962) 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 fulfill 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 Attendance at all Company approved training classes outside of scheduled working hours, shall be credited on a straight time basis.
- 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 traveling 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 traveling 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.

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## **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 : 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.

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 ~~Business~~ Unit 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 (option)  
Canada Day  
Holiday Labour Day  
Thanksgiving Day  
Remembrance Day (option)  
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.

**NOTE 3:** Employees must advise local management of their choice of the optional Statutory Holiday (St. John the Baptist Day or Remembrance Day), by December 31<sup>st</sup> of the preceding year. Failure to provide such advice will result in assignment of the holiday at the Company's discretion.

**NOTE 4:** In the province of Quebec, employees will be required to take St. John the Baptist Day as the optional Statutory Holiday.

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 eleven and one quarter (11.25) for employees covered by Article 10.01.01A) or twelve (12) hours for employees covered by Article 10.01.01B) 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 31<sup>st</sup> of the same year. In the event that the day(s) cannot be assigned by December 31<sup>st</sup>, 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 Effective January 1, 2003, the way in which vacation is earned was changed from an accrual method to an "earn-as-you-work approach, where any employee's years of company service determine that amount of vacation the employee will receive in that given year. Employees will receive their increased vacation entitlement in the year in which they reach a company service vacation milestone.

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.

Full Calendar Months of Continuous Service	Calendar Days of Vacation With Pay
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 will complete 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 will complete five (5) 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 will complete fifteen (15) 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 will complete twenty-five (25) 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.

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 seven and one half (7.5) for employees covered by Article **10.01.01A**) or eight (8) hours for employees covered by Article **10.01.01B**) at straight time.

**13.03** If an employee **leaves** the Company part way through the year and has already taken their full year's vacation entitlement, the difference between the final time payment calculation for vacation earned up until the date of termination and the vacation time already taken within the current calendar year **shall** be repaid to the Company. Specifically, any vacation that has been taken, but not earned, in the year in which an employee is on a leave of absence, is **laid-off** or terminates employment with the Company will be withheld from their final pay cheque as will any other **final** time payment monies that are owed to the employee by the Company.

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; and **35/12** for five **(5)** weeks to arrive at the number of calendar days vacation to be granted,

In the event that excess vacation taken prior to separation cannot be repaid from final time payments, such situations will be reviewed by the Company and the Union on a case by case basis to determine how reimbursement will be provided to Air Canada.

**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. 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.

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.

**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**, for either **2, 3, 4, or 5** 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:** 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 14.03.08.
- 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.

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- 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.
- 14.03.08 The total amount of maternity leave and child care leave (14.04) shall not exceed fifty-two (52) weeks.

#### **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 newborn child, shall be granted a child care leave in accordance with Articles 14.04.02 through 14.04.08.
- 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 thirty-seven (37) 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 ~~thirty-seven~~ (37) 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.

14.04.08 The total amount of maternity leave (14.03) and child care ~~leave~~ shall not exceed ~~fifty-two~~ (52) weeks.

#### 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 14.05.07.

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

14.05.03 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.

14.05.04 The employee shall be granted a leave of absence from employment ~~of~~ up to thirty-seven (37) weeks within the fifty-(50) week period beginning on the day on which the child comes into the employee's care.

14.05.05 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.

14.05.06 If two (2) employees are involved, the aggregate amount of adoption leave, in respect of the adoption of any one child, shall not exceed thirty-seven (37) weeks.

14.05.07 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 the employee's prior notification to 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 commonlaw spouse): Son, daughter, parent, grandparent, grandchildren, sister, brother and including other relatives residing with the employee.

**NOTE:** The conditions **of** eligibility of a commonlaw 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 18.07).

## **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 seven (7) or more years [eighty four (84) 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 :** 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.

**NOTE 5:** To qualify for this exception, employees accepting acting management assignments will not be permitted to sign/issue disciplinary letters of any kind.

- 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  $55 + 8 =$  six (6) calendar days.

	Original Seniority Dates	Adjusted Seniority Dates
Station Attendant	Mar. 20, 1975	Mar. 26, 1975
Lead Station Attendant	Sept. 8, 1977	Sept. 14, 1977
Customer Service Agent	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 Business Unit in classifications covered by this Agreement,
- c) Compare total length of service in classification covered by this Agreement.
- d) The last four **(4)** digits of the employee number, backwards, with the lowest number identifying the more senior employee (0000 being the lowest possible number).
- e) The last four **(4)** digits of the employee's Social Insurance Number, backwards, with the lowest number identifying the more senior employee (0000 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:** 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.

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 calculated by adding **the** total number of days **in a** period of service where one day **equals** one day of service,

## 16.07 TECHNICAL SERVICES BUSINESS UNIT

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 BUSINESS UNIT**

Employees hired in or assigned to classifications in the Airport & Cargo Operations Business Unit, 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 LOGISTICS & SUPPLY BUSINESS UNIT**

Employees hired in or assigned to classifications in the Logistics & Supply Business Unit, 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.

### 16.10.01 Technical Services

- 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.
- d) Seniority privileges will be recognized and applicable on the System with respect to all employees in the Technical Instructing category upon entry into the category.

### 16.10.02 Airport and Cargo Operations Business Unit

- 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 Logistics & Supply Business Unit

- 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 Unassigned

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 or another classification due to exercising bumping privileges are eligible to bid on any Promotional Bulletin or Vacancy Notice 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, moves, changes in classification or promotion, decision shall rest with the Company provided that, in the case of employees with equal ability, unless otherwise provided, 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, moved, or promoted subsequent to the advancement, promotion or the change of classifications of a less senior employee will not, under any circumstances, become senior in new classification to employees previously advanced, moved or promoted due to greater ability.

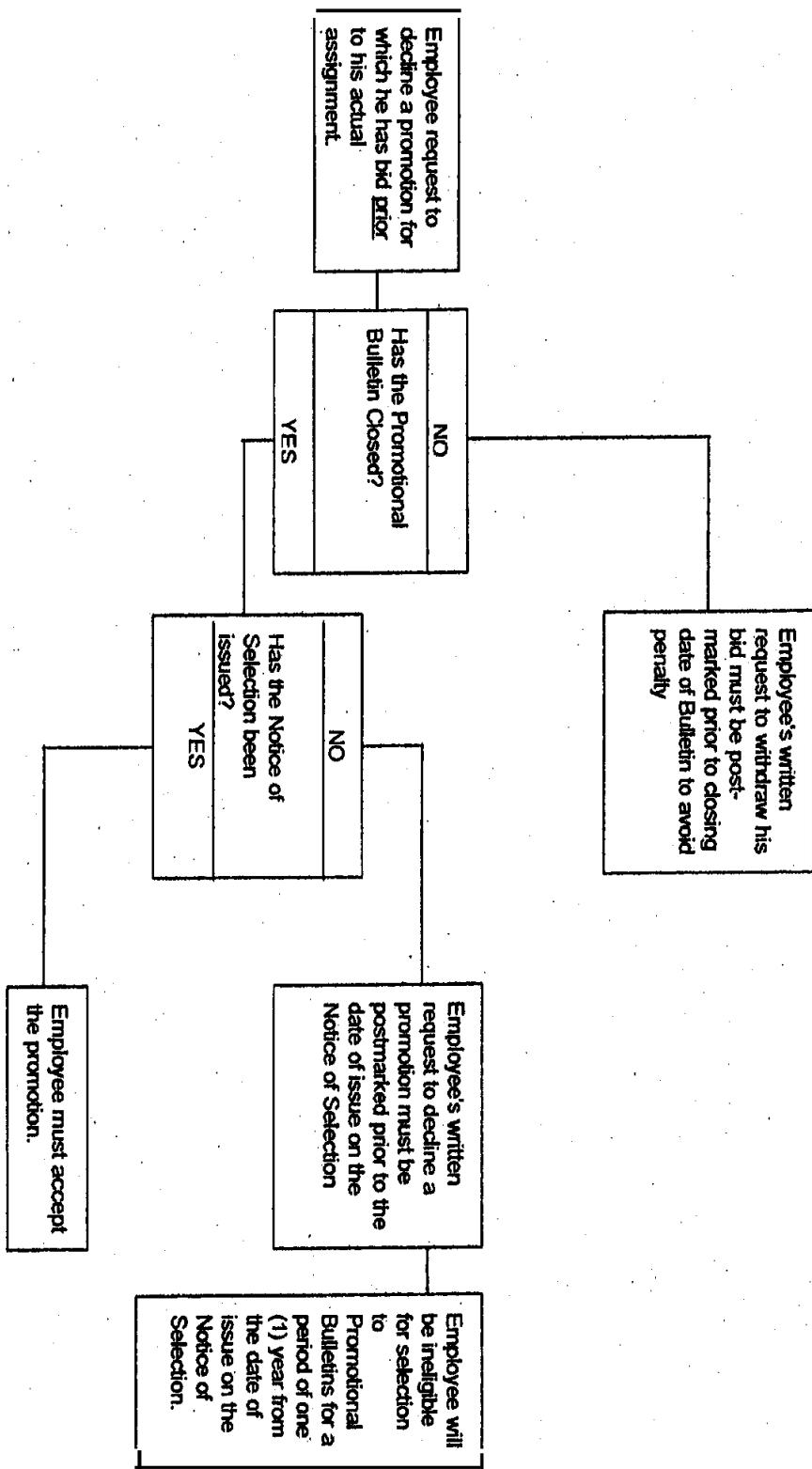
16.11.09 An employee who is again promoted or moved to a classification from which he has previously been permanently demoted or removed because of lack of ability or disciplinary action shall establish a seniority date coincidental with the date of latest permanent entry into classification.

16.11.10 Promotions to above-basic classifications covered by this Agreement will be advertised on a System basis within each Business Unit 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 or Vacancy Notices. Employees wishing to receive copies of Promotional Bulletins or Vacancy Notices 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~~ or Vacancy ~~Notice~~ 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 or Vacancy Notice 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 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 ~~Business~~ Unit 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 Business Unit 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 Services, Airport & Cargo Operations and Logistics & Supply Business Units 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.

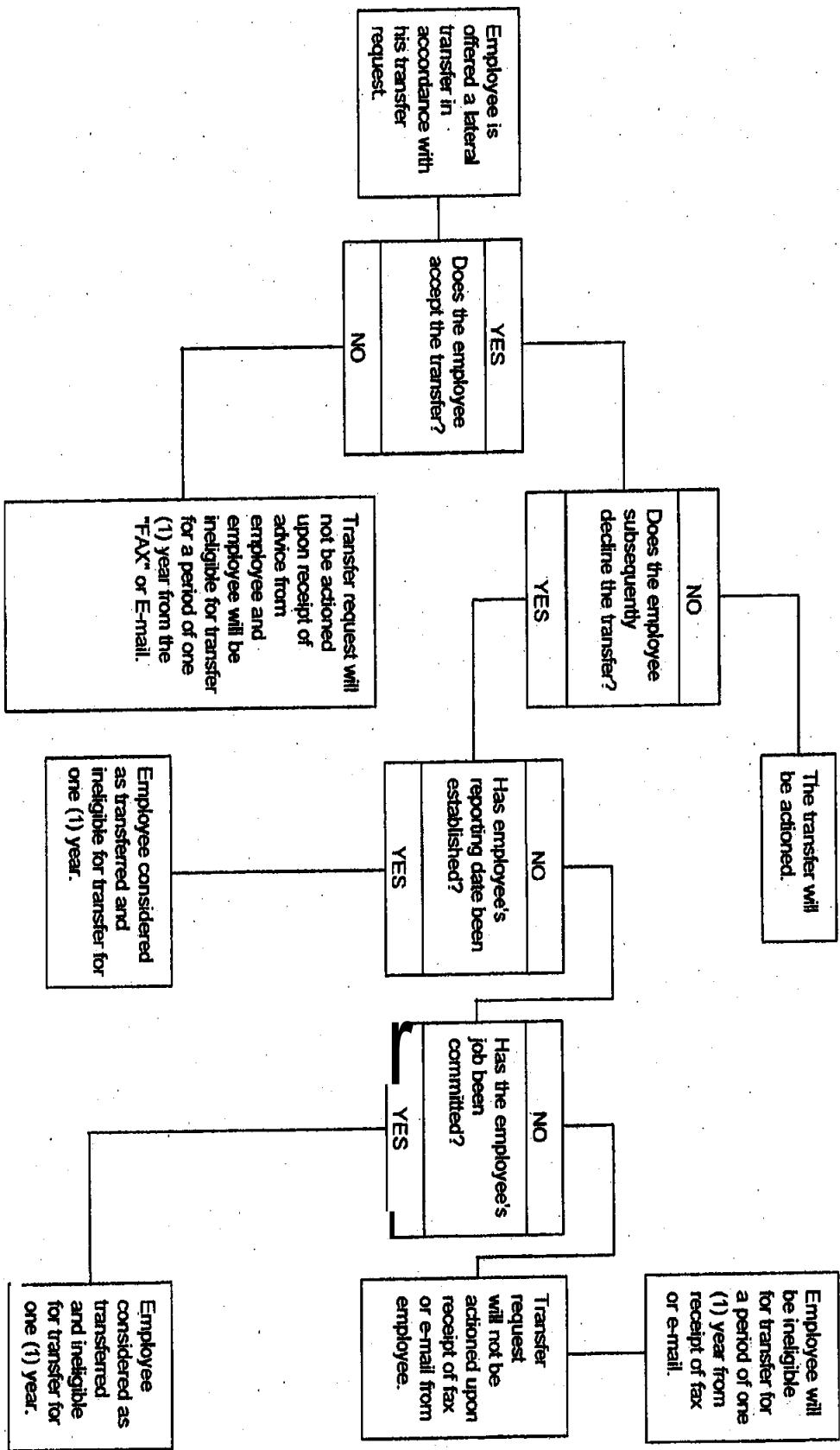
16.12.04 Employees permanently transferring between the Technical Services, Airport & Cargo Operations and Purchasing Business Units In classifications above and beyond the scope of this Agreement, will retain previously established seniority for a period not to exceed six (6) months. At the expiration 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 Services, Airport & Cargo Operations or Logistics & Supply Business Units to any other Business Unit or to a non-management position within any of the aforementioned Business Units, 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



16.12.07 An employee desiring to transfer from:

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

shall so indicate in writing, by use of the ACF732B or ACF732B -TS, to the Coordinator, 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 submitted prior to the date of the vacancy becoming available on a permanent basis. Each request for transfer, including copies, must be forwarded by FAX or E-Mail and will be considered active for a period of one (1) year from the date of the "FAX" or E-Mail, 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 Article 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 within their category/classification in accordance with b) or c) will forfeit all active recall privileges.

**EXCEPTION:** 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:** Employees accepting a transfer that involves a change of category/classification and the provisions of Article 11.04 are applied, the employee's recall privileges in the former category/classification will be retained until a seniority date is established in their new category/classification.

**NOTE 6:** Employees accepting transfers in accordance with Note 5 above, will be assigned the date that the vacancy became available on a permanent basis, as a seniority date in their new category/classification, sequenced in accordance with Article 16.06.04

NOTE 7: Employees in an above basic classification in a category will be eligible to transfer to a basic classification in another category.

**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.

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**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 Services 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.
- 16.12.13 Employees of identical **basic** classifications may be permitted to request mutual transfers at **their** own expense subject to the approval of the Company and the Union. The administration of such **requests** will be undertaken by the Union. This process will not infringe on any of an individual's normal transfer rights.

**NOTE :** Refer to appendix XXIII for the administrative process.

### 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**/**set-back** 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) Forfeits seniority in all higher classifications.
- b) Be ineligible for promotion or vacancies to ~~the~~ classification from which demoted for a period of three (3) years from date of demotion/~~set-back~~.
- c) Be ineligible for promotion or vacancies 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/~~set-back~~.

## **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. Surplus employees who decline ~~the~~ opportunity to transfer (as per this clause) and are issued notice of lay-off will be permitted to exercise bumping privileges as provided in Article 16.15.

**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 16.15.04(a) 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 16.15.04(b).

**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 Services Business Unit, 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.
- h) Notwithstanding, the provisions of item g) above, in a situation where an employee recalled to his home base can be backfilled at the point by a laid off employee at that point, such a recall will be actioned within forty-five (45) days.

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 (Le., 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,

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 Business Units 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 layoff 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. 2** 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. 3** 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 Business Unit,
  - a subsequent promotion, or,
  - a subsequent transfer+is jeopardized, such correction will be published immediately and will be effective as of the date of publication.
- i) Employees exercising seniority, retained under **16.11.07** 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 16.18.01 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** Unassigned
- 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.

NOTE 1: Letters of discipline will include copies to Labour Relations, the General Manager or his designate, People Services, the General Chairperson and the Shop Committee. Failure to meet this requirement will not negate the action taken.

NOTE 2: In situations where discipline is being considered, accident reports will be forwarded to the Union Shop Committee.

**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 Business Unit 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 or FAX Within ten (10) 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.

NOTE 3: This appeal procedure does not detract from the requirements reflected in Article 17.01.05.

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, the appropriate Shop Committee representative 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 1023  
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 Business Unit 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,

d) Such First Level decisions issued by the Company will be considered by the parties to be without prejudice or precedent.

**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.

17.03.03.01 The Local Shop Committee and the Local Management representatives designated by the Company will meet at least once a month for the purpose of conducting Second Level grievance and discipline appeal hearings.

## **THIRD LEVEL**

17.03.04 Failing satisfactory adjustment at Second Level or if the Company fails to render a decision within the specified time limits, 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 ~~hls~~ designate ~~ln~~ 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

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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 SERVICES

GRIEVANCE APPEAL LEVELS	DORVAL (INCLUDING LOGISTICS & SUPPLY)	VANCOUVER WINNIPEG	CALGARY (INCLUDING LOGISTICS & SUPPLY)	TORONTO	OTTAWA MIRABEL HALIFAX EDMONTON	LINE STATIONS (EXCEPT OTTAWA, EDMONTON, MIRABEL AND HALIFAX)	LOGISTICS & SUPPLY	VANCOUVER, TORONTO, OTTAWA, EDMONTON, WINNPEG, HALIFAX	DISCIPLINE APPEAL LEVELS
	CORPORATE LABOUR RELATIONS					GENERAL CHAIRPERSONS			
THIRD LEVEL	DIRECTOR/ OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	DIRECTOR OR DESIGNATED REP.	STEP III, IV & V DISCIPLINES
SECOND LEVEL	SHOP COMMITTEE	SHOP COMMITTEE	SHOP COMMITTEE	SHOP COMMITTEE	SHOP COMMITTEE	GENERAL CHAIRPERSON OR SHOP COMMITTEE	GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	STEP I & II DISCIPLINES
STAGE II	PRODUCTION TEAM LEADER OR DESIGNATED REP.	PRODUCTION TEAM LEADER OR DESIGNATED REP.	PRODUCTION TEAM LEADER OR DESIGNATED REP.	PRODUCTION TEAM LEADER OR DESIGNATED REP.	TEAM LEADER OR MTCE. MANAGER	LOCAL MANAGER OR DESIGNATED REP.	DUTY MANAGER OR DESIGNATED REP.	SHOP COMMITTEE	
FIRST LEVEL	CHIEF STEWARD	PRODUCTION TEAM LEADER OR DESIGNATED REP.	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	

\* The General Manager responsible for the applicable Division/Department.

**17.06.02 GRIEVANCE AND DISCIPLINE APPEAL LEVELS – AIRPORT & CARGO OPERATIONS**

GRIEVANCE APPEAL LEVELS	THIRD LEVEL		CORPORATE LABOUR RELATIONS		GENERAL CHAPPERSONS		STEP III, IV & V DISCIPLINES	
	VANCOUVER WINNIPEG OTTAWA HALIFAX	CALGARY EDMONTON	REGINA, SASKATOON QUEBEC ST-JOHNS SAINT JOHN FREDERICTON MONCTON	THUNDER BAY LONDON CHARLOTTETOWN VICTORIA VAL D'OR ROUYN SEPT ILES STEPHENVILLE SYDNEY GANDER SLIBURY TWINS NORTH BAY WINDSOR	GENERAL MANAGER OR DESIGNATED REP.	GENERAL MANAGER OR DESIGNATED REP.	GENERAL MANAGER OR DESIGNATED REP.	STEP I & II DISCIPLINES
	TORONTO DORVAL MERIBEL				GENERAL MANAGER OR DESIGNATED REP.	GENERAL CHAPPERSON OR SHOP COMMITTEE	GENERAL CHAPPERSON OR DESIGNATED SHOP STEWARD	GENERAL CHAPPERSON OR DESIGNATED SHOP STEWARD
				SHOP COMMITTEE	SUPERVISOR MANAGER	SUPERVISOR MANAGER	DESIGNATED SUPERVISOR MANAGER	SUPERVISOR MANAGER
				SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD	SHOP STEWARD

**17.06.03 UNASSIGNED**

**17.06.04 UNASSIGNED**

## 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 District Lodge 140 or the Company, whatever party contemplates arbitration shall notify the other party in writing within ninety (90) clear calendar days from the date of the Company's final grievance or discipline appeal decision of their intent to arbitrate, including a selection of single arbitrators for review by the other party, or advice that the matter is being withdrawn from arbitration.

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 Business Units as follows:

- Operations
- Heavy Maintenance
- Engine Maintenance Centre (EMC)
- Component Maintenance
- Logistics & Supply (including Materials Management: Purchasing)
- Aircraft Services Equipment (A.S.E.) and Ground Service Equipment (G.S.E.) & Facility Maintenance (F.M.)
- Fleet Support
- Cabin Maintenance

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 Services	154 hours
Logistic & Supply	22 hours
	Total: 176 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 Halifax Dorval, Toronto, Winnipeg, Calgary and Vancouver as follows:

- a) **Technical Services and Logistics & Supply – Dorval Base**
  - I)** 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 Services and Logistics & 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 three (3) additional employees, all full-time.

e) **Technical Services and Logistics & 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 Services and Logistics & Supply - Vancouver**

- 1) The Committee will be comprised of a Chairperson and **two (2)** additional employees, all full-time.

g) **Airport & Cargo Operations – Vancouver**

- 1) The Committee will be **comprised of a** chairperson and one (1) additional employee, both full-time.

h) **Technical Services and Logistics & Supply and Airport & Cargo Operations – Halifax**

- 1) The Committee will **be comprised of** **two (2)** employees.
- 2) The Chairperson (full-time), and one (1) **additional** employee, who's activities will be in accordance with the provisions **of Article 19,05.**

- i) Technical Services and Logistics & Supply and Airport & Cargo Operations – Calgary
  - 1) The Committee will be comprised of two (2) employees.
  - 2) The Chairperson and one additional employee, both full-time.

## **19.05 UNION SHOP COMMITTEES**

Union Shop Committees are established at Ottawa, Edmonton and Mirabel as follows:

### Shop Committees – Ottawa and Edmonton

- 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 1: 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 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 9132140.
- 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 764 – W.O. 91322764  
Local Lodge 1681 – W.O. 91321681  
Local Lodge 1763 – W.O. 91321763

#### **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~~ 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 Business Unit 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 Business Unit 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 (e.g., Includes all "Productive" time **lost** to recognized Union activities for  
91321751) 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.

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.

**9132140** 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 **9132140**.

**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**

20.01.01 All Customer Service Agents (except those employees in the Central Baggage Office and the Weight & Balance Office) will be required to wear the standard Air Canada dress uniform. The Company will supply name brevets.

### **'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:

- To finalize development of a proprietary unit.
- Where the nature or volume of the work is such that it does not justify the capital or operating expenditure involved.
- Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.
- 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, Logistics and Supply, and Technical Services 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 Business Unit 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.
- h) The layoff is temporary in nature.

20.10.02 Severance pay shall be in accordance with the provisions of the Canada Labour Code,

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 EXPENSE\$

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.

### 20.1 101 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,

### 20.1 102 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.

**NOTE 1:** Categories 3, 4, 6, 9, 10 and Categories/Classifications within Operations Support will be assigned to their former category/classification in which they hold seniority.

**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 SERVICES ■ AIRPORT & CARGO OPERATIONS ORGANIZATION

20.16.01 Technical Services personnel at line stations are employed by the Technical Services Business Unit 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 Services Management assigned to these locations. The Airport & Cargo Operations Business Unit 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 Services 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 Services 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 Business Unit and are normally responsible to the appropriate Airport and Cargo operations Business Unit Management. Similarly, Technical Services personnel are employed by the Technical Services Business Unit and are normally responsible to the appropriate Technical Services Business Unit Management. Where there are organizational requirements, Management personnel from the Technical Services Business Unit, 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 Business Unit, or vice-versa.

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## 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 Harassment and Discrimination**

- a) Complaints of Harassment and Discrimination will be handled in accordance with the provisions of the Company's Workplace Harassment Policy. A copy of the Workplace Harassment Policy is available from a People Services representative or from the Company Intranet.
- b) Before submitting formal harassment complaints, employees who believe that they have been harassed or discriminated against are encouraged to do the following:
  - Make their objections known to the alleged harasser(s).
  - Attempt to resolve the matter.
  - Contact their manager if the above steps don't correct the situation, or if the employee feels intimidated.

If the situation can't be resolved at the Informal level, and the complaint falls under the jurisdiction of the Workplace Harassment Policy, the employee completes a formal complaint form and submits it to the Harassment Office. The formal procedure of the Workplace Harassment Policy will be followed.

- c) For complaints of sexual harassment, 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 Business Unit 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 **JAZZ** 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 23, 2002 except as otherwise provided herein and shall continue in full force and effect pursuant to the Letter of Intent signed on May 29, 2003 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. 1, 3, 6, 10, 11, 13, 15, 20, 21 and 24, and amended Letters of Understanding Nos. 4, 5, 7, 8, 9, 14, 17, 22 and 23 will remain effective at the date of the signing of the Agreement. Letters of Understanding Nos. 18, 19, 25, 26 and 27 become effective on June 25, 2002.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of July, 2003.

**FOR AIR CANADA**

K. P. SMITH  
D.R. DALLINGER  
F.B. SZEMENYEI  
K. SHRUBSOLE  
M. CHARTRAND  
J. FLEMING  
D. TUFF  
B. ZOELLER  
R. REID  
N. MANGER

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

J. COLLER  
M. AMBLER  
C. ATKINSON  
C. DACOSTA  
O. DOREY  
P. DUCLOS  
R. DE STEPHANO  
T. HARCOTT  
B. HILL  
L. PAGRACH

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**MEMORANDUM No. ■  
Transfers in Categories 1, 4, 19 & 38**

On June 29, 2001 the Company and the Union agreed to the Aircraft Licensing Agreement that facilitated the implementation of Quality Assurance in Categories 1, 4, 19 and 38.

The following key principles agreed to between the Company and the Union which will be supplemented by Publication 831, Chapter 4.

**1. Conditions of Employment:**

- A) All employees hired or transferring into Categories 1, 19 & 38 must have completed a training program that is approved or acceptable or have documented proof from Transport Canada that they are eligible to obtain a Transport Canada Aircraft Maintenance Engineer(AME) license.
- B) All employees hired or transferring into Categories 1, 19 and 38 are required to acquire and retain a suitably rated AME license in order to be classified as an Aircraft Technician (AT). In addition, employees hired below the level of AT must obtain the suitably rated Transport Canada AME no later than twelve (12) months from the time the employee meets the Transport Canada experience requirements for obtaining the license.
- C) Employees providing proof of having obtained their AME license will be assigned to the first available Endorsement Course consistent with the application of Appendix to Letter of Understanding (LOU) 9, within one (1) year from the date of receipt/confirmation from Technical Training. Aircraft Technicians, who are not assigned within one (1) year from the date of confirmation, will be migrated to the appropriate Licensed Aircraft Technician (LAT) rate of pay.

NOTE: The Company and the Union have agreed to a waiver until December 9, 2003 for the application of the penalty.

- D) Failure to obtain and retain the required ACA/AME license as mentioned in the above may result in termination or reclassification to a non-technical category.

NOTE: Employees hired prior to June 29, 2001 have acquired grandfather rights and therefore are exempt from the licensing requirements.

**2. TRANSFERS IN CATEGORIES 1, 19 & 38**

- 1) To be eligible for consideration for transfer from one station to another:
  - A) Lead Licensed Technicians (LLAT) must hold, as a minimum, (1) ACA on an aircraft type maintained at that particular station.

B) In the case of transfers to Halifax, Ottawa and Edmonton Licensed Aircraft Technicians and Aircraft Technicians, who are eligible to obtain an ACA, the following ~~number~~ of applicable ACA's shall apply:

For ~~two~~ (2) vacancies - 0 ACA's

For three (3) to five (5) vacancies - one (1) aircraft type maintained at that particular station.

For six (6) or more vacancies - ~~two~~ (2) aircraft types maintained at that particular station.

In all other ~~Line~~ Stations Licensed Aircraft Technicians who hold one (1) ACA of aircraft operated at the existing particular stations.

C) In the case of transfers to Montreal, Winnipeg, Calgary, Vancouver and Toronto, Licensed Aircraft Technicians or Aircraft Technicians who are eligible to obtain an ACA.

AT's who hold recall rights, transfers for AT's hired prior to June 29, 2001 will be ~~actioned~~ subject to operational requirements.

NOTE: The Company commits that such requests will not be unreasonably withheld.

In the event there are no eligible applicants to the Promotional Bulletin and/or transfers on file, the following shall apply:

In the case of LLAT's and LAT's, the junior employee in the appropriate category/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, Calgary 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.

NOTE: The Company will make an effort to hire locally prior to assigning an employee to a location.

2) In order for a LLAT or LAT, to be eligible for consideration for transfer from one work location to another within a station, an employee must:

- A) Where the work location handles one (1) type aircraft, hold an endorsement on that specific type aircraft.
- 6) Where the work location handles two (2) types of aircraft, hold endorsements on at least one (1) specific type aircraft.
- C) Where the work location handles more than two (2) types of aircraft, as a minimum, 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, licensed 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 Licensed Classification

To be eligible to bump into another station in a licensed classification consistent with his seniority, an employee must:

In the case of LLAT and LAT, hold at least one (1) endorsement applicable to the station to which electing to bump.

### 4. Retention of Licensed Classification

- A) An employee must be able to meet the basic requirements outlined in Item 1.
- B) An employee, who holds endorsements for only the minimum type aircraft, and fails to pass an ACA Endorsement, will be permitted to retain licensed classification status only if a sufficient number of other endorsed personnel are available to fulfil the Company's operational requirements.
- C) An employee, holding one (1) endorsement that loses one's ACA by virtue of discontinuance of type aircraft, will retain licensed 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, licensed classification status will be retained for a maximum of ninety (90) days following completion of the endorsement course.

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**MEMORANDUM OF AGREEMENT NO. 2 -**

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**MEMORANDUM OF AGREEMENT 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 – for employees covered by Article 10.01.01A), ten (10) hour and forty (40) minute day (10.66) or eleven (11) hour ten (10) minute day (11.16 hours) for employees covered by Article 10.01.01B), equivalent to a 6/3 type work schedule.
2. 4/3 – for employees covered by Article 10.01.01A) nine (9) hour twenty (20) minute day (9.33) or nine (9) hour fifty (50) minute day (9.83 hours) for employees covered by Article 10.01.01B), equivalent to a 6/3 type work schedule.
3. 4/3 – for employees covered by Article 10.01.01A) ten (10) hour day or ten (10) hour thirty (30) minute day (10.50 hours) for employees ~~covered~~ by Article 10.01.01B), equivalent to a 5/2 type work schedule.

**NOTE:** The above variations include a one half hour unpaid meal period,

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 REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
10.01.01	<p>Scheduled hours must be 1,948 for employees covered by Article 10.01.01A) or 2037 hours for employees covered by Article 10.01.01B) per annum.</p>	<p>be 1,948 for employees covered by Article 10.01.01A) or 2037 hours for employees covered by Article 10.01.01B) per annum</p>	<p>1,080 for employees covered by Article 10.01.01A) or 2,210 hours for employees covered by Article 10.01.01B) per annum</p>
10.01.05	<p>The standard working day for employees covered by Article 10.01.01A) shall be 10.68 consecutive hours [ten (10) hours forty (40) minutes] or 11.16 consecutive hours [eleven (11) hours ten (10) minutes] for employees covered by Article 10.01.01B), including a one <u>half</u> hour unpaid meal period. 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>Nine (9) hours and twenty (20) minutes for employees covered by Article 10.01.01A) or nine (9) hours <u>fifty</u> (50) minutes for employees covered by Article 10.01.01B)</p>	<p>ten (10) hours for employees covered by Article 10.01.01A) or ten (10) hours thirty (30) minutes for employees covered by Article 10.01.01B)</p>
	<p>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 18.88 consecutive hours (eighteen (18) hours forty (40) minutes).</p>	<p>18.88 consecutive hours (eighteen (18) hours forty (40) minutes)</p>	<p>Twenty (20) consecutive hours</p>

AGREEMENT REFERENCE (IF ANY)	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/2 TYPE SCHEDULE)
10.01.06	<p>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>	Same	Same
10.02.01	<p><b><u>Overtime/Undertime</u></b></p>		
	<p><b><u>Overtime</u></b></p> <ul style="list-style-type: none"> <li data-bbox="439 762 1016 794">- RDO - time and one-half.</li> </ul>	Same	Same
	<ul style="list-style-type: none"> <li data-bbox="439 762 1016 794">- Working day - time and one-half</li> </ul>	Same	Same
	<p><b><u>NOTE:</u></b> Due to the length of the day, double shifts will be prohibited.</p>	Same	Same
10.02.06	<ul style="list-style-type: none"> <li data-bbox="439 889 1016 921">- Recall credits will be limited to the minimums outlined.</li> </ul>	Same	Same
10.02.09	<ul style="list-style-type: none"> <li data-bbox="439 889 1016 921">- Employees are limited to a maximum of a sixteen (16) hour workday</li> </ul>	Same	Same
	<p><b><u>Undertime</u></b></p>	Same	Same
	<ul style="list-style-type: none"> <li data-bbox="439 1017 1016 1048">- All undertime to be deducted at the number of hours the employee was scheduled to work 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>)</li> </ul>		
	<ul style="list-style-type: none"> <li data-bbox="439 1017 1016 1048">multiplied by the hourly equivalent. Where the total amount to be deducted exceeds an employee's bi-weekly pay, the "excess" will be carried forward to the next pay period and deducted accordingly.</li> </ul>		
	<ul style="list-style-type: none"> <li data-bbox="439 1059 1016 1091">- 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</li> </ul>	Same	Same
	<ul style="list-style-type: none"> <li data-bbox="439 1101 1016 1133">- <b><u>Disciplinary Suspensions Without Pay</u></b></li> </ul>	Same	Same
	<p>Deducted for each work day lost in the pay period on the basis of the scheduled daily hours 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>		

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4W WORK ( 1 1 6/ E)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
10.07	<p><b>Example:</b> Hours involved in a three (3) day Suspension Without Pay for an employee working a <b>5/2</b> type work schedule (<b>s</b>):</p> <p>for employees covered by Article 10.01.01A) 3 days @ 7.5 hours = <b>22.5</b> hours</p> <p>for employees covered by Article 10.01.01B) 3 days @ 8 hours = <b>24</b> hours</p> <p>Therefore, the number of hours involved in an equivalent suspension of an employee working a <b>4/4</b> compressed work week (equivalent to 6/3) will be accomplished as follows:</p> <p>The <b>22.5</b> hour suspension for employees covered by Article 10.01.01A) or the <b>24</b> hour suspension without pay for employees covered by Article 10.01.01B) will be applied in consecutive hours of work.</p> <p>Probationers (either term or permanent) are excluded from a compressed work week except where an entire classification in a work location is working a compressed work week.</p>	Same	Same
10.07.01	<p><b>Training</b></p> <ul style="list-style-type: none"> <li>- No training in conjunction with a shift.</li> <li>- Training on a regular day off will not exceed the number of hours normally scheduled on a regular workday</li> </ul> <p>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,</p> <p>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,</p>	Same	Same
12.01	<p><b>Statutory Holidays</b></p> <p>Statutory Holidays will not apply.</p>	Same	As per Agreement

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/2 TYPE SCHEDULE)
12.02	Not applicable	Not applicable	<p>As per Agreement</p> <ul style="list-style-type: none"> <li>• No re-assignment twelve (12) hour credit</li> <li>• Reassigned, no credit</li> <li>• Reassigned/works reassigned day, credited at time and one-half (1.5) for time worked during regularly scheduled hours of shift</li> </ul>
13.01	<p>Vacations</p> <p><u>Entitlements</u></p> <p>1 week = 4 working days 2 weeks = 8 working days 3 weeks = 12 working days 4 weeks = 16 working days 5 weeks = 19 working days</p>	<p>1 week = 4 working days 2 weeks = 8 working days 3 weeks = 12 working days 4 weeks = 16 working days 5 weeks = 20 working days</p>	<p>Same as 4/3 (6/3 type)</p>
13.04	<p><u>Split Vacations</u></p> <p>See Article 13.10 for establishing applicable vacation entitlement under circumstance where</p> <ul style="list-style-type: none"> <li>• Paid taken on 5/2 or 6/3 type work schedule and assigned to compressed work week schedule.</li> <li>• Paid taken on compressed work week schedule and employee assigned to 5/2 or 6/3 type work schedule.</li> </ul> <p>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.</p>	<p>Same</p>	<p>Same as 4/3 (6/3 type)</p>

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
	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

**COMPRESSED WORK WEEK**  
**CALCULATION CHART - DISCIPLINARY SUSPENSION DURATION**

**52 WORK SCHEDULE**

**44 WORK SCHEDULE  
(EQUIV. TO 63)**

**43 WORK SCHEDULE  
(EQUIV. TO 63)**

**43 WORK SCHEDULE  
(EQUIV. TO 52)**

SUSPENSION <u> DAYS</u>	HOURS	DEDUCTED	TOTAL	HOURS	DEDUCTED	TOTAL	HOURS	DEDUCTED	TOTAL	HOURS	DEDUCTED	TOTAL
ONE	7.30 or 8.00	7.30 or 8.0	10.10 or 10.40	8.50 or 9.20	8.50 or 9.2	9.30 or 10.00	9.30 or 10.00	9.30 or 10.00	9.30 or 10.00	9.30 or 10.00	9.30 or 10.00	9.30 or 10.00
TWO	7.30 or 8.00	15.0 or 16.0	10.10 or 10.40	20.2 or 21.2	8.50 or 9.20	17.0 or 18.4	9.30 or 10.00	18.6 or 20.0				
THREE	7.30 or 8.00	22.5 or 24.0	10.10 or 10.40	30.3 or 32.0	8.50 or 9.20	25.5 or 28.0	9.30 or 10.00	27.9 or 30.0				
FOUR	7.30 or 8.00	30.0 or 32.0	10.10 or 10.40	40.4 or 42.4	8.50 or 9.20	34.0 or 37.2	9.30 or 10.00	37.2 or 40.0				
FIVE	7.30 or 8.00	37.5 or 40.0	10.10 or 10.40	50.5 or 53.2	8.50 or 9.20	42.5 or 46.4	9.30 or 10.00	46.5 or 50.0				
SIX	7.30 or 8.00	45.0 or 48.0	10.10 or 10.40	60.6 or 64.0	8.50 or 9.20	51.0 or 56.0	9.30 or 10.00	55.8 or 60.0				
SEVEN	7.30 or 8.00	52.5 or 55.0	10.10 or 10.40	70.7 or 74.4	8.50 or 9.20	59.5 or 65.2	9.30 or 10.00	65.1 or 70.0				
EIGHT	7.30 or 8.00	60.0 or 64.0	10.10 or 10.40	80.8 or 85.2	8.50 or 9.20	68.0 or 74.4	9.30 or 10.00	74.4 or 80.0				
NINE	7.30 or 8.00	67.5 or 72.0	10.10 or 10.40	90.9 or 96.0	8.50 or 9.20	76.5 or 84.0	9.30 or 10.00	83.7 or 90.0				
TEN	7.30 or 8.00	75.0 or 80.0	10.10 or 10.40	101.0 or 106.4	8.50 or 9.20	85.0 or 93.2	9.30 or 10.00	93.0 or 100.0				
ELEVEN	7.30 or 8.00	82.5 or 88.0	10.10 or 10.40	111.1 or 117.2	8.50 or 9.20	93.5 or 102.4	9.30 or 10.00	102.3 or 110.0				
TWELVE	7.30 or 8.00	90.0 or 96.0	10.10 or 10.40	121.2 or 128.0	8.50 or 9.20	102.0 or 112.0	9.30 or 10.00	111.6 or 120.0				
THIRTEEN	7.30 or 8.00	97.5 or 104.0	10.10 or 10.40	131.3 or 138.4	8.50 or 9.20	110.5 or 121.2	9.30 or 10.00	120.9 or 130.0				
FOURTEEN	7.30 or 8.00	105.0 or 112.0	10.10 or 10.40	141.4 or 149.2	8.50 or 9.20	119.0 or 130.4	9.30 or 10.00	130.2 or 140.0				
FIFTEEN	7.30 or 8.00	112.5 or 120.0	10.10 or 10.40	151.5 or 160.0	8.50 or 9.20	127.5 or 140.0	9.30 or 10.00	139.5 or 150.0				
SIXTEEN	7.30 or 8.00	120.0 or 128.0	10.10 or 10.40	161.6 or 170.4	8.50 or 9.20	136.0 or 149.2	9.30 or 10.00	148.8 or 160.0				
SEVENTEEN	7.30 or 8.00	127.5 or 136.0	10.10 or 10.40	171.7 or 181.2	8.50 or 9.20	144.5 or 158.4	9.30 or 10.00	156.1 or 170.0				
EIGHTEEN	7.30 or 8.00	135.0 or 144.0	10.10 or 10.40	181.8 or 192.0	8.50 or 9.20	153.0 or 168.0	9.30 or 10.00	167.4 or 180.0				
NINETEEN	7.30 or 8.00	142.5 or 152.0	10.10 or 10.40	191.9 or 202.4	8.50 or 9.20	161.5 or 177.2	9.30 or 10.00	176.7 or 190.0				
TWENTY	7.30 or 8.00	150.0 or 160.0	10.10 or 10.40	202.0 or 213.2	8.50 or 9.20	170.0 or 186.4	9.30 or 10.00	186.0 or 200.0				

## **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 x 8** (scheduled hours) = **152** hours).
- (b) - Convert the number of working days of the **Initial Vacation Period** taken into hours (i.e., **6 x 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 ÷ 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 (Le., **16 x 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 x 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 ÷ 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

		FIVE WEEKS						
		FOUR WEEKS			FIVE WEEKS			
		THREE WEEKS		FOUR WEEKS		FIVE WEEKS		
CALENDAR DAYS	WORKING DAYS	ONE WEEK	TWO WEEKS	THREE WEEKS	FOUR WEEKS	ONE WEEK	TWO WEEKS	THREE WEEKS
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				
1 2 3 4 XXX	5 6 7 8 X X X	9 10 11 12 X X X	13 14 15 16 X X X	17 18 19 20 X X X				

## EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

1. Two weeks (Split 1-1 weeks)  
First week - 4 working days  
12 working days  
Last period - 4 working days  
TOTAL - 8 working days
2. Three weeks (Split 2-1 weeks)  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 12 working days
3. Three weeks (Split 1-2 weeks)  
One week - 4 working days  
12 working days  
Last period - 8 working days  
TOTAL - 12 working days
4. Three weeks (Split 1-1-1 weeks)  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 12 working days
5. Four weeks (Split 1-1-2 weeks)  
One week - 4 working days  
Four weeks - 16 working days  
One week - 4 working days  
Last period - 8 working days
6. Four weeks (Split 1-2-1 weeks)  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 16 working days
7. Four weeks (Split 2-1-1 weeks)  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 16 working days
8. Four weeks (Split 2-2 weeks)  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 16 working days
9. Four weeks (Split 1-3 weeks)  
One week - 4 working days  
Last period - 12 working days  
TOTAL - 16 working days
10. Four weeks (Split 3-1 weeks)  
Three weeks - 12 working days
11. Four weeks (Split 1-1-1 weeks)  
One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 20 working days
12. Five weeks (Split 1-2-2 weeks)  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 20 working days
13. Five weeks (Split 2-1-2 weeks)  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 20 working days
14. Five weeks (Split 2-2-1 week)  
Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 20 working days
15. Five weeks (Split 1-1-3 weeks)  
One week - 4 working days  
One week - 4 working days  
Last period - 12 working days  
TOTAL - 20 working days
16. Five weeks (Split 3-1-1 weeks)  
Three weeks - 12 working days
17. Five weeks (Split 2-3 weeks)  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 12 working days  
TOTAL - 20 working days
18. Five weeks (Split 3-2 weeks)  
Three weeks - 12 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 20 working days
19. Five weeks (Split 1-4 weeks)  
One week - 4 working days  
Last period - 16 working days  
TOTAL - 20 working days
20. Five weeks (Split 4-1 weeks)  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 20 working days

TOTAL -16 working days

TOTAL -20 working days

4/3 (COMPRESSED WORK WEEK) VACATION CHART**21. Five weeks (Split 2-1-1-1 weeks)**

Two weeks - 8 working days  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
**TOTAL** -20 working days

**22. Five 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

**23. Five weeks (Split 1-1-2-1 weeks)**

One week - 4 working days

One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
**TOTAL** -20 working days

**24. Five weeks (Split 1-1-1-2 weeks)**

One week - 4 working days

One week - 4 working days  
One week - 4 working days  
Last period - 8 working days  
**TOTAL** -20 working days

**25. Five weeks (Split 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  
Last period - 4 working days  
**TOTAL** -20 working days

## 4/4 (COMPRESSED WORK WEEK) VACATION CHART

CALENDAR DAYS	ONE WEEK	TWO WEEKS	THREE WEEKS	FOUR WEEKS	FIVE WEEKS
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	
1 2 3 4 XXX	X 5 6 7 8 XX	X X X 9 10 11 12	X X X 13 14 15 16	X X X X 17 18 19	

## EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

1. Two weeks (Split 1-1 weeks)  
One week - 4 working days  
12 working days  
Last period - 4 working days  
TOTAL - 8 working days
2. Three weeks (Split 2-1 weeks)  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 12 working days
3. Three weeks (Split 1-2 weeks)  
One week - 4 working days  
12 working days  
Last period - 8 working days  
TOTAL - 12 working days
4. Three weeks (Split 1-1-1 weeks)  
One week - 4 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 12 working days
5. Four weeks (Split 1-1-2 weeks)  
One week - 4 working days  
Four weeks - 16 working days  
One week - 4 working days  
Last period - 8 working days  
TOTAL - 16 working days
6. Four weeks (Split 1-2-1 weeks)  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 4 working days  
TOTAL - 16 working days
7. Four weeks (Split 2-1-1 weeks)  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 4 working days  
TOTAL - 16 working days
8. Four weeks (Split 2-2 weeks)  
Two weeks - 8 working days  
Last period - 8 working days  
TOTAL - 16 working days
9. Four weeks (Split 1-3 weeks)  
One week - 4 working days  
Last period - 12 working days  
TOTAL - 16 working days
10. Four weeks (Split 3-1 weeks)  
Three weeks - - 12 working days
11. Four weeks (Split 1-1-1-1 weeks)  
One week - 4 working days  
One week - 4 working days  
Last period - 7 working days  
TOTAL - 19 working days
12. Five weeks (Split 1-2-2 weeks)  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 7 working days  
TOTAL - 19 working days
13. Five weeks (Split 2-1-2 weeks)  
Two weeks - 8 working days  
One week - 4 working days  
Last period - 7 working days  
TOTAL - 19 working days
14. Five weeks (Split 2-2-1 week)  
Two weeks - 8 working days  
Two weeks - 8 working days  
Last period - 3 working days  
TOTAL - 19 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
16. Five weeks (Split 3-1-1 weeks)  
One week - 4 working days  
Three weeks - - 19 working days
17. Five weeks (Split 2-3 weeks)  
One week - 4 working days  
Two weeks - 8 working days  
Last period - 11 working days  
TOTAL - 19 working days
18. Five weeks (Split 3-2 weeks)  
Three weeks - - 19 working days
19. Five weeks (Split 1-4 weeks)  
One week - 4 working days  
Last period - 15 working days  
TOTAL - 19 working days
20. Five weeks (Split 4-1 weeks)  
One week - 4 working days  
Last period - 3 working days  
TOTAL - 19 working days

## 44 (COMPRESSED WORK WEEK) VACATION CHART

21. Five weeks (Split 2-1-1-1 weeks)

Two weeks - 8 working days  
 One week - 4 working days  
 One week - 4 working days  
 Last period - 3 working days  
**TOTAL** -19 working days

22. Five weeks (Split 1-2-1-1 weeks)

One week - 4 working days  
 Two weeks - 8 working days  
 One week - 4 working days  
 Last period - 3 working days  
**TOTAL** -19 working days

23. Five weeks (Split 1-1-2-1 weeks)

One week - 4 working days  
 One week - 4 working days  
 Two weeks - 8 working days  
 Last period - 3 working days  
**TOTAL** -19 working days

24. Five weeks (Split 1-1-1-2 weeks)

One week - 4 working days  
 One week - 4 working days  
 One week - 3 working days  
 Last period - 3 working days  
**TOTAL** -19 working days

25. Five weeks (Split 1-1-1-1 weeks)

One week - 4 working days  
 Last period - 3 working days  
**TOTAL** -19 working days

**MEMORANDUM OF AGREEMENT 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 Business Unit, 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 covered by Article 10.01.01A will be credited with seven and one half (7.5) hours or for the individual covered by Article 10.01.01B) 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. 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.

**4. 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.

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**VACATION ENTITLEMENT – FOR 6/3 CYCLE COMMENCING AFTER AN RDO**

		THREE WEEKS			FOUR WEEKS		FIVE WEEKS	
— ONE WEEK —		— TWO WEEKS —						
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		
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		

**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT**

1. Two weeks (Split 1-1 week)  
One week - 6 working days  
Last period - 5 working days  
**TOTAL** -11 working days
2. Three weeks (Split 2-1 weeks)  
Two weeks - 12 working days  
Last period - 3 working days  
**TOTAL** -15 working days
3. Three weeks (Split 1-2 weeks)  
One week - 6 working days  
Last period - 1 working days  
**TOTAL** -19 working days
4. Three weeks (Split 1-1-1 weeks)  
One week - 6 working days  
One week - 6 working days  
Last period - 3 working days  
**TOTAL** -15 working days
5. Four weeks (Split 1-1-2 weeks)  
One week - 6 working days  
One week - 6 working days  
Last period - 7 working days  
**TOTAL** -15 working days
6. Four weeks (Split 1-2-1 weeks)  
One week - 6 working days  
Two weeks -12 working days  
Last period - 7 working days  
**TOTAL** -19 working days
7. Four weeks (Split 2-1-1 weeks)  
Two week -12 working days  
One week - 6 working days  
Last period - 1 working days  
**TOTAL** -19 working days
8. Four weeks (Split 2-2 weeks)  
One week - 6 working days  
One week - 12 working days  
Last period - 6 working days  
**TOTAL** -24 working days
9. Four weeks (Split 1-3 weeks)  
Two weeks -12 working days  
Last period - 7 working days  
**TOTAL** -19 working days
10. Four weeks (Split 3-1 weeks)  
Three weeks -  
Last period - 4 working days  
**TOTAL** -19 working days
11. Four weeks (Split 1-1-1 weeks)  
One week - 6 working days  
One week - 6 working days  
Last period - 1 working days  
**TOTAL** -24 working days
12. Five weeks (Split 1-3-1 weeks)  
Five weeks (Split 1-2-2 weeks)  
One week - 6 working days  
One week - 12 working days  
Last period - 6 working days  
**TOTAL** -24 working days
13. Five weeks (Split 2-1-2 weeks)  
Five weeks (Split 3-1-1 weeks)  
One week - 6 working days  
One week - 12 working days  
Last period - 6 working days  
**TOTAL** -24 working days
14. Four weeks (Split 2-2-1 weeks)  
Two weeks -12 working days  
One week - 11 working days  
Last period - 1 working days  
**TOTAL** -24 working days
15. Four weeks (Split 1-1-3 weeks)  
One week - 6 working days  
One week - 6 working days  
Last period - 12 working days  
**TOTAL** -24 working days

**VACATION ENTITLEMENTS - FOR 42 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 63 CYCLE)**

CALENDAR DAYS		1 WEEK	2 WEEKS	3 WEEKS	4 WEEKS	5 WEEKS
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	X X 21 22 23 24 X	

**EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT.**

1. Two weeks (Split 1-1 week)  
 One week - 4 working days  
 Last period - 6 working days  
 TOTAL - 10 working days

2. Three weeks (Split 2-1 weeks)  
 Two weeks - 11 working days  
 Last period - 6 working days  
 TOTAL - 15 working days

3. Three weeks (Split 1-2 weeks)  
 One week - 4 working days  
 Last period - 4 working days  
 TOTAL - 15 working days

4. Three weeks (Split 1-1-1 weeks)  
 One week - 4 working days  
 One week - 4 working days  
 Last period - 7 working days  
 TOTAL - 15 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

6. Three weeks (Split 1-1-1 weeks)  
 One week - 8 working days  
 One week - 4 working days  
 Last period - 3 working days  
 TOTAL - 15 working days

7. Four weeks (Split 1-1-2 weeks)  
 One week - 4 working days  
 One week - 4 working days  
 Last period - 12 working days  
 TOTAL - 20 working days

8. Four weeks (Split 1-2-1 weeks)  
 One week - 4 working days  
 Two weeks - 12 working days  
 Last period - 4 working days  
 TOTAL - 20 working days

9. Four weeks (Split 2-1-1 weeks)  
 Two weeks - 12 working days  
 One week - 4 working days  
 Last period - 4 working days  
 TOTAL - 20 working days

10. Four weeks (Split 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 - 20 working days

11. Four weeks (Split 2-2 weeks)  
 Two weeks - 12 working days  
 Last period - 8 working days  
 TOTAL - 20 working days

12. Four weeks (Split 1-3 weeks)  
 One week - 4 working days  
 Last period - 16 working days  
 TOTAL - 20 working days

13. Four weeks (Split 3-1 weeks)  
 Three weeks - 16 working days  
 Last period - 4 working days  
 TOTAL - 20 working days

14. Four weeks (Split 2-1-1-1 weeks)  
 Two weeks - 8 working days  
 One week - 4 working days  
 One week - 4 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 - 24 working days

16. Four weeks (Split 1-1-2-1 weeks)  
 One week - 4 working days  
 One week - 4 working days  
 Two weeks - 8 working days  
 Last period - 4 working days  
 TOTAL - 20 working days

17. Four weeks (Split 1-1-1-2 weeks)  
 One week - 4 working days  
 One week - 4 working days  
 One week - 4 working days  
 Last period - 8 working days  
 TOTAL - 20 working days

18. Four weeks (Split 1-1-1-1 weeks)  
 One week - 4 working days  
 Last period - 4 working days  
 TOTAL - 20 working days

19. Five weeks (Split 1-2-2 weeks)  
 One week - 4 working days  
 Two weeks - 12 working days  
 Last period - 8 working days  
 TOTAL - 24 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

**VACATION ENTITLEMENTS - FOR 42 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 63 CYCLE)**

21. <u>Five weeks (Split 2-1-2 weeks)</u>	26. <u>Five weeks (Split 2-3 weeks)</u>	31. <u>Five weeks (Split 2-1-2-1 weeks)</u>	36. <u>Five weeks (Split 2-1-1-1 weeks)</u>
Two weeks - 12 working days One week - 4 working days Last period - 8 working days <b>TOTAL</b> - 24 working days	Two weeks - 8 working days Last period - 16 working days <b>TOTAL</b> - 24 working days	Two weeks - 8 working days One week - 4 working days Two weeks - 8 working days Last period - 4 working days <b>TOTAL</b> - 24 working days	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 <b>TOTAL</b> - 24 working days
22. <u>Five weeks (Split 3-1-1 weeks)</u>	27. <u>Five weeks (Split 3-2 weeks)</u>	32. <u>Five weeks (Split 2-1-1-2 weeks)</u>	37. <u>Five weeks (Split 1-2-1-1 weeks)</u>
Three weeks - 16 working days One week - 4 working days Last period - 4 working days <b>TOTAL</b> - 24 working days	Three weeks - 16 working days Last period - 8 working days <b>TOTAL</b> - 24 working days	Two weeks - 8 working days One week - 4 working days One week - 4 working days Last period - 8 working days <b>TOTAL</b> - 24 hours	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 <b>TOTAL</b> - 24 working days
23. <u>Five weeks (Split 2-2-1 weeks)</u>	28. <u>Five weeks (Split 1-4 weeks)</u>	33. <u>Five weeks (Split 1-2-1-2 weeks)</u>	38. <u>Five weeks (Split 1-1-2-1-1 weeks)</u>
Two weeks - 12 working days Two weeks - 8 working days Last period - 4 working days <b>TOTAL</b> - 24 working days	One week - 4 working days Last period - 20 working days <b>TOTAL</b> - 24 working days	One week - 4 working days Two weeks - 8 working days One week - 4 working days Last period - 8 working days <b>TOTAL</b> - 24 hours	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 <b>TOTAL</b> - 24 working days
24. <u>Five weeks (Split 2-2-1 weeks)</u>	29. <u>Five weeks (Split 4-1 weeks)</u>	34. <u>Five weeks (Split 1-2-2-1 weeks)</u>	39. <u>Five weeks (Split 1-1-2-1-1 weeks)</u>
Two weeks - 8 working days Two weeks - 8 working days Last period - 8 working days <b>TOTAL</b> - 24 working days	Four weeks - 20 working days Last period - 4 working days <b>TOTAL</b> - 24 working days	One week - 4 working days Two weeks - 8 working days Two weeks - 8 working days Last period - 4 working days <b>TOTAL</b> - 24 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 <b>TOTAL</b> - 24 working days
30. <u>Five weeks (Split 2-2-1-1 weeks)</u>	35. <u>Five weeks (Split 1-1-2-2 weeks)</u>	40. <u>Five weeks (Split 1-1-1-1-2 weeks)</u>	
One week - 4 working days One week - 4 working days Last period - 16 working days <b>TOTAL</b> - 24 working days	Two weeks - 8 working days One week - 4 working days Last period - 4 working days <b>TOTAL</b> - 24 working days	One week - 4 working days One week - 4 working days Two weeks - 8 working days Last period - 8 working days <b>TOTAL</b> - 24 working days	
41. <u>Five weeks (Split 1-1-1-1 weeks)</u>			
One week - 4 working days One week - 4 working days Last period - 4 working days <b>TOTAL</b> - 24 working days			

## MEMORANDUM NO. 8

### PREFERENTIAL BIDDING PROCESS FOR PART-TIME STATION ATTENDANTS

The Company and the Union agree to a type trial process for the introduction of the preferential bid. This new type trial will be jointly developed by the Company and the Union. At stations where the Company elects to implement a preferential bid process the following will apply:

- 1 The Union and the Company agree to a preferential bidding system for part-time Station Attendants so that each employee is awarded their choice of shifts, days off or other **duties specified** by the Company in accordance with their seniority as detailed in these scheduling rules.
- 2 Work available for a preferential bid will consist **of**, but not limited to, vacation, statutory holidays, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.
- 3 Duties and work schedules bid by seniority preference will be posted for bidding purposes fourteen (14) days prior to the first day of each month. It shall be the responsibility of each station and/or location to determine the bidding protocol.
- 4 Employees will complete the bidding process ten (10) days prior to the first day of each month.
- 5 Work schedules will be posted seven (7) days prior to the first day of each month.
- 6 The days that a part time Station Attendant employee is on vacation, time bank day, training or on leave of absence for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment,
- 7 Part time Station Attendants employees shall select shifts up to thirty-two (32) hours per week.
- 8 No part time Station Attendants employee shall schedule themselves more than five (5) days within a seven (7) day period.
- 9 At the end of the bidding process work assignments not selected shall be assigned in reverse of order **of** seniority to eligible employees in accordance with all scheduling rules.

MEMORANDUM NO. 9

PREFERENTIAL BIDDING PROCESS FOR PART-TIME CABIN SERVICING & CLEANING ATTENDANTS

The Company and the Union agree to a type trial process for the introduction of the preferential bid. This new type trial will be jointly developed by the Company and the Union. At stations where the Company elects to implement a preferential bid process the following will apply:

- 1 The Union and the Company agree to a preferential bidding system for part-time Cabin Servicing & Cleaning Attendants so that each employee is awarded their choice of shifts, days off or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
- 2 Work available for a preferential bid will consist of, but not limited to, vacation, statutory holidays, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.
- 3 Duties and work schedules bid by seniority preference will be posted for bidding purposes fourteen (14) days prior to the first day of each month. It shall be the responsibility of each station and/or location to determine the bidding protocol.
- 4 Employees will complete the bidding process ten (10) days prior to the first day of each month.
- 5 Work schedules will be posted seven (7) days prior to the first day of each month.
- 6 The days that a part time Cabin Servicing & Cleaning Attendants employee is on vacation, time bank day, training or on leave of absence for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment.
- 7 Part Time Cabin Servicing & Cleaning Attendants employees shall select shifts up to thirty-two (32) hours per week.
- 8 No Cabin Servicing & Cleaning Attendants employee shall schedule themselves more than five (5) days within a seven (7) day period.
- 9 At the end of the bidding process work assignments not selected shall be assigned in reverse of order of seniority to eligible employees in accordance with all scheduling rules.

## 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, subsection 2.

Yours very truly,

S.L. Belding  
A/Director, Labour Relations  
Technical Personnel

## APPENDIX II

July 1<sup>st</sup>, 2003

Mr. Jim Colter  
General Chairperson, Western Region  
IAMAW Transportation District 140  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Colter,

This is relative to Company Agenda Item 2.1.2, regarding the introduction of a new Sick Leave Policy.

This will confirm that effective July 1<sup>st</sup>, 2003 the accumulation of sick bank days will be changed from one (1) day per month to one (1) day every two (2) months.

The parties will meet to discuss methods in reducing absenteeism to levels identified in the Corporate objectives.

Sincerely,

K.P. Smith  
Director, Labour Relations--  
Technical Services

### 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

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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 noncertified agent list(s) will be the seniority date(s) on the original list(s).

Finally, noncertified Station Agents I and non-certified 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

## MEMORANDUM OF AGREEMENT 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.

### Memorandum No. 7

#### Hours of Work - Technical Instructing

The parties recognize the unique environment and business requirements of Technical Instructing, including off site work and the regular requirement for business travel. Consequently, the parties agree to the following application of Article 10.01.01 and 10.02 for those employees in the Technical Instructing category.

The standard working week shall be forty-two and one half (42 1/2 hours and the standard working day shall be eight and one half (8 1/2) consecutive hours. Time worked as a result of instructing activities, including travel, in excess of the standard day shall be credited as overtime, subject to the provisions of this Memorandum. There will not be any overtime credits, unless pre authorized by the Company, allowed for work activities conducted outside of the office/classroom.

For the purpose of overtime calculations, the working day shall be eight (8) hours. Days off, statutory and other authorized holidays shall be calculated on a similar basis. Time allowed as annual vacation shall be considered as time worked.

All travel overtime shall be credited into a Special Time Bank as follows:

1. The Special Time Bank shall be limited to plus one hundred and twenty (+120) and minus forty (-40) hours.
2. The parties recognize that it is expected that all overtime credits will be taken as time off, therefore every effort will be made to avoid the payment of overtime.
3. The use of the Special Time Bank hours shall be mutually agreed to between the Company and the employee, subject to the requirements of the Company.
4. All time credits in excess of the one hundred and twenty (120) hours will be paid in accordance with Article 10.02.03.

## APPENDIX V

July 1<sup>st</sup>, 2003

**Mr. J. Collier**  
General Chairperson, Central Region,  
District Lodge 140, IAMAW,  
1a-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Collier,

This is in regards to our agreement relative to Company Agenda Item 2.1.4, regarding the introduction of scheduled overtime in Air Canada Technical Services. As discussed, this item will allow Air Canada Technical Services to adjust manpower capacity to meet operational requirements. The Parties have agreed to meet within thirty (30) calendar days from the date of the signing of the Memorandum in order to finalize the details and ensure a smooth implementation.

Principles are as follows:

- All employees in Air Canada Technical Services will participate in this program.
- The Company will have the ability to pre-schedule employees on overtime as required.
- Considerations for assigning overtime include:
  - Operational requirements
  - Minimum qualifications
  - Equal distribution of overtime
- Ability to clear overtime credits/debits upon termination from the Company

The parties further agree to amend the Collective Agreement as required.

Sincerely,

Kevin P. Smith  
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 Services, Airport & Cargo Operations and Logistics & Supply Business Units 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 Services, Airport & Cargo Operations and Logistics & Supply Business Units 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 Services, Airport & Cargo Operations and Logistics & Supply Business Unites 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 Services, Airport & Cargo Operations and Logistics & Supply Business Unites 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)

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Recent negotiations have resulted in changes to the Sick Leave Plan applicable to IAMAW District Lodge 140 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 Services, Airport & Cargo Operations and Logistics & Supply Business Units represented by District Lodge 140.

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

ADDENDUM TO APPENDIX VII

Mr. Jim Collier  
 General Chairperson, Western Region,  
 District Lodge 140, IAMAW,  
 18-399 Berry Street  
 Winnipeg, Manitoba  
 R3J1N8

Dear Mr. Collier

Subject: Sick Leave Plan  
(Publication 707, Chapter 5)

Recent negotiations have resulted in changes to the Sick Leave Plan applicable to IAMAW Transportation District 140 members covered by the Collective Agreement.

This is to inform you that publication 707 will be revised to include the following:

For IAM&AW members who exceed three (3) occasions during an eighteen (18) month period the following program will apply.

ACCUMULATED SERVICE	Fourth occurrence  After the employee has three (3) occurrences in an eighteen (18) months period.	Fifth Occurrence	Sixth Occurrence	Seven Occurrence	Subsequent Occurrences
a) 6 - 36 months	3 working days	3 working days	3 working days	4 working days	5 working days
b) 3 - 5 years	2 working days	2 working days	3 working days	4 working days	5 working days
c) 5 years or more	1 working day	2 working days	3 working days	4 working days	5 working days

Note 1: The employee must be free of any sick leave absences for a minimum of six (6) months in order to exit from this special program and return to the normal waiting period.

Note 2: This does not include absences due to workplace injury, GDIP or chronic illness.

Sincerely,

K.P. Smith  
 Director, Labour Relations -  
 Technical Services

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## 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

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 1, 2003

Mr. J. Collier  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Collier:

### Subject: Pension Plan- Income Protection

During the 2002 round of negotiations and in accordance with the Memorandums of Agreements dated November 2, 1999, and June 29, 2001, 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, 2003 until December 31, 2006

Adjustment Dates:      January 1, 2004  
                                    January 1, 2005  
                                    January 1, 2006  
                                    January 1, 2007

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, prior to the adjustment date, has reached age sixty (60) and who at retirement time was a member of the IAMAW.

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

October 25, 2004  
16:00

The Pension Index as of January 1 of 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. PERCENTAGEADJUSTMENT**

The percentage adjustment for a given year shall be determined as follows:

- (i) Calculate the percentage increase in the Pension Index as of January of the given year over the Pension Index as of January 1 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. PENSIONADJUSTMENT**

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.

While the parties have agreed that these negotiated pension adjustments for members of IAMAW District Lodge 140 extend up to December 31, 2006. 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,

K. P. Smith  
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 1, 2003

Mr. J. Coller  
General Chairperson, Western Region  
District Lodge 140, IAMAW  
11-395 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller:

This will confirm our discussions during the 2002 contract negotiations concerning item M32 – Transfer Expenses.

The Company and the Union have agreed that promotions to above basic classifications resulting in an employee transfer to a new location will be at employee's own expense.

Company paid transfer expenses will only be applicable in the situation of a second posting of a Promotional Bulletin, and at the sole discretion of the Company,

The Company will make the required amendments to the applicable Company Publications and Promotional Bulletins and review this with the Union when completed.

Yours truly,

Kevin P. Smith  
Director, Labour Relations –  
Technical Services

### APPENDIX XIII

August 22, 2003

Mr. Jim Coller  
General Chairperson, Western Region  
IAMAW Transportation District 140  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller,

This is further to our discussions during the 2002 contract negotiations with respect to Union Agenda Item U12H.

This will confirm that employees based in Whitehorse and covered by the Air Canada/IAMAW Collective Agreement, are entitled to the Northern Allowance as provided for and subject to Company Policy.

Sincerely,

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K.P. Smith  
Director, Labour Relations  
Technical Services

October 25, 2004  
16:00

## 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

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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 Business Unit. 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 Business Unit 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**

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## APPENDIX XVII

August 22, 2003

Mr. Jim Coller  
General Chairperson, Western Region  
IAMAW Transportation District 140  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller,

During the 2002 round of Collective Bargaining, the Company and the Union agreed to introduce a qualifying exam related to Cargo requirements for Lead Station Attendants, under Company Item M12.

The parties have agreed to meet following ratification of the Collective Agreement, and amend the Station Attendant Job Knowledge Exam qualification for Lead Station Attendants, to include this new requirement. The new exam will be established by the Company and concurred in by a Committee designated by the Union.

In addition, the parties have agreed to the following:

- Individuals who have written and passed the current Lead Station Attendants qualifying exam will not be required to write the new exam, and will continue to be able to work at Cargo or the Ramp.
- No revision to the Collective Agreement is required as a result of this item (e.g., Articles 6.03.01.10 or 6.04.02).

Sincerely,

K.P. Smith  
Director, Labour Relations  
Technical Services

**APPENDIX - XVIII**

July 1<sup>st</sup>, 2003

Mr. Jim Collier  
General Chairperson, Western Region  
District Lodge 140  
18 - 399 Berry Street  
Winnipeg, MB  
R3J 1N6

Dear Mr. Collier:

This is to confirm our agreement to introduce a Maintenance Uniform Identification System.

The parties agreed to refer this matter to the Uniform Committee in order to identify Line Maintenance personnel. This item will become part of the employee's uniform credit allowance.

Any recommendation made by the Uniform Committee will be reviewed and agreed to at U.M.C.M.

Yours truly,

K.P. Smith  
Director, Labour Relations -  
Technical Services

## APPENDIX XIX

July 1<sup>st</sup>, 2003

Mr. Jim Collier  
General Chairperson, Western Region  
District Lodge 140  
18 – 399 Berry Street  
Winnipeg, MB  
R3J 1N6

Dear Mr. Collier:

This is in regards to Union Agenda item U14D concerning employees intending to obtain a Transport Canada Aircraft Maintenance License (AME).

This will confirm that the parties have agreed to explore the feasibility of facilitating on site AME training programs with local training institutions for employees hired prior to June 30, 2001 in Categories 1, 1Q and 38.

The parties agree that this mandate will be forwarded to the Joint Training and Licensing Committee for recommendation to the Company for approval. Options that may be reviewed may include the following:

- 1) Approach local training institutions to provide on-site training to employees after their normal working hours.
- 2) Explore Leave of Absences for employees wishing to attend training institution full time in order to obtain their AME.
- 3) Possible shift changes to employees when attending classes.
- 4) Explore any other feasible method that would assist the employee's in obtaining an AME.

Air Canada recognizes the value of this kind of program and therefore commits to implementation wherever these programs are deemed feasible. It is further agreed that any program developed and implemented would take into consideration operational requirements. It is expected that employees invest their time towards their future.

Yours truly,

K.P. Smith  
Director, Labour Relations  
Technical Services

## APPENDIX XX

**Mr. J. Coller**  
General Chairperson, Central Region,  
District Lodge 140, IAMAW,  
**18-399** Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller,

During the 2002 round of Collective Bargaining, considerable discussions occurred with respect to Company Item M33, Union Item U6A and the joint concern to improve the grievance appeal process.

The parties have agreed to establish a Joint Committee comprised of members from the respective bargaining teams as follows:

- Three (3) representatives from the Company bargaining team.
- Three (3) representatives from the Union bargaining team.

This Joint Committee has the mandate to review, with the Intent to Incorporate into the Collective Agreement, Improvements to the grievance appeal procedures that may include such items as:

- A computerized/automated grievance system.
- A database of agreed to interpretations.
- A standard grievance form.
- A standard grievance numbering system.
- Joint training.
- Scheduled appeal hearings.
- Consolidation of appeal levels.
- Other items as required.

This Committee will meet during the scheduled dates of the bargaining and will conclude their findings by August 30, 2002.

**The final document developed by this Committee will be referred back to the main Bargaining Committees for approval and agreement.**

**Sincerely,**

**K.P. Smith  
Director, Labour Relations  
Technical Services**

## APPENDIX XXI

July 1, 2003

Mr. J. Collier  
General Chairperson, Central Region,  
District Lodge 140, IAMAW,  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Collier,

This is in regards to Company Agenda Item 3.8, regarding the introduction of the "New Vacation Policy".

This will confirm that the parties have agreed to implement the Company policy as it pertains to the new vacation policy, and will meet in order to make the necessary amendments to the Collective Agreement.

Sincerely,

Kevin P. Smith  
Director, Labour Relations  
Technical Services

## APPENDIX XXII

July 1, 2003

Mr. J. Collier  
General Chairperson, Central Region  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Collier,

This is in regards to Company Agenda Item M19 concerning language requirements and Article 6.04.03, as discussed during the 2002 round of Collective Bargaining.

This will confirm that the **parties** have agreed to **establish** a special committee to address this matter. The purpose of this joint committee is to discuss and review language requirements and related matters in the Airport & Cargo Operations Branch.

This joint committee will:

1. Review language requirements and issues in order to make recommendations to the Company.
2. Review and resolves issues related to Air Canada's compliance with the Official Languages Act of Canada (OLA), language training requirements, customer service levels and other related matters.
3. The committee will provide a report with **recommendations** at the second UBCM of the **year 2003**. Resulting contractual changes will be handled in accordance with Article 1.04.

This committee will be composed of the following:

1. Three (3) representatives appointed by the Union.
2. Three (3) management representatives.

Meetings of the joint committee will be **established** by **the** committee members and will be scheduled as required.

Sincerely,

Kevin P. Smith  
Director, Labour Relations  
Technical Services

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**APPENDIX XXIII**  
**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**AIR CANADA**  
**AND THE**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**  
**DISTRICT LODGE 140**

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Reference: Article 16.12.13 – **Administrative** Procedures for the Mutual Transfer Request Process

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This matter involves the above referenced subject and the procedures related to Article 16.12.13. As a result of discussions held in Montreal between the Company and the Union, the items below have been agreed to in the application of Article 16.12.13 as follows:

1. The normal transfer rules (as per Article 16.12, the rules as set out on ACF732B, etc.), will be applied in ~~all~~ mutual transfer situations.
2. Employees must have a valid Transfer Request on file.
3. Mutual transfers will only be applied between two (2) specific stations (i.e.: between Toronto and Montreal), and cannot have a multiple station application.
4. An employee will not be eligible ~~for~~ transfer to a station where ~~his/her~~ seniority rights are such that ~~he/she~~ would be laid-off if employed at the new station.
5. A transfer waiver must be obtained from all employees with a valid transfer on file to the affected stations, who are senior to the applicants.
6. The Union will undertake the **responsibility** to present the **information** as a package to the Company for each such Mutual Transfer Request for the necessary seniority waivers or other special arrangements and **administration** that is required.
7. **This** agreement is made without precedent or prejudice to any other matter arising between the parties or to any other position they take in the future.

Signed this 1<sup>st</sup> day of July, 2003, in Montreal, Quebec

**FOR AIR CANADA**



**FOR TRANSPORTATION DISTRICT 140**



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K.P. Smith  
Director, Labour Relations –  
Technical Services

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J. Collier  
General Chairperson –  
Western Region

APPENDIX XXIV  
DURATION OF AGREEMENT

LETTER OF INTENT  
AIR CANADA ■ TRANSPORTATION DISTRICT 140

Consistent with the parties' mutual interest in a long term stable relationship, the parties agree as follows:

1. The current Air Canada / IAMAW Collective Agreement will be amended as per the attached Memorandum of Understanding and will be in effect until June 30th, 2006.
2. Subject to paragraph 3 below, the parties further agree to extend the Air Canada / IAMAW Collective Agreement, as provided for in paragraph 1, until July 1, 2009.
3. For the extended collective agreement from July 1, 2006 to July 1, 2009, the parties will only be able to negotiate the provisions of Articles 5.06, 7.04 and 9.04 (Rates of Pay) after July 1, 2006. Should the parties reach an impasse on this issue, the matter of rates of pay will be referred to binding arbitration to an arbitrator mutually selected by the parties. The parties will not resort to **strike/lockout** action on the issue of such wage negotiations. The selection of single arbitrator in respect to this matter will be as follows:
  - i. The appointment of arbitrator D. Munroe, or,
  - ii. a mutually agreed to alternative selection of arbitrator or,
  - iii. an alternative selection of arbitrator as appointed by the Right Honourable Justice W. Winkler.
4. This Letter of Intent is subject to the ratification of the membership of Transportation District 140, the process of which will be completed as soon as possible.

Agreed in Toronto this 29th day of May, 2003.

For Air Canada

K.P. Smith  
R. Reid  
R. Manger  
W. Zoeller

For the International  
Association of Machinists &  
Aerospace Workers

J. Collier  
J. Jallet  
R. Fontaine

## APPENDIX XXV

May 15, 2004

Mr. Jim Coller  
Negotiations Committee Chairperson  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Coller,

As was discussed during our recent negotiations, it has been determined that Air Canada has not met its requirement to maximize its use of part time employees in the classifications of Station Attendant and Customer Service Agent. This increase in part time employees is related to the snapback program agreed to in recent negotiations.

It is agreed that a committee consisting of three (3) Company representatives and three (3) IAMAW representatives will meet on a quarterly basis commencing on June 15, 2004. These meetings will be conducted on or about the 15<sup>th</sup> of June, September, December and March of each year until the full snapback provision has been achieved. The purpose of these meetings is to review the Part Time Headcount Snapback based on the attached document. It is further agreed that once a milestone is achieved, the snapback will not be reduced.

Yours truly,

Kevin Smith  
Director, Labour Relations -  
Technical / Customer Services and International

June 15, 2004

Mr. Jim Collier  
Negotiations Committee Chairperson  
District Lodge 140, IAMAW  
18-399 Berry Street  
Winnipeg, Manitoba  
R3J 1N6

Dear Mr. Collier,

As was discussed during our recent negotiations, it had been determined that Air Canada had not met its requirement to maximize its use of part time employees in the classifications of Station Attendant and Customer Service Agent. This increase in part time employees is directly related to the snapback program agreed to in recent negotiations.

It was further agreed that a committee consisting of three (3) Company representatives and three (3) IAMAW representatives would meet on a quarterly basis in order to review the Part Time Headcount Snapback based on the attached document. These meetings were to continue until the full snapback was achieved.

Based on subsequent discussions regarding this issue, the Company recognizes that due to the fluctuation of staffing levels required and the inability to maintain a consistent part time cap for greater than twelve (12) months, there is the possibility that the full snapback may never be achieved. With this in mind, the Company will review, in June 2006, the progress made in increasing the part time headcount. Should, at this time, eighty-five per cent (85%) of the part time headcount target be achieved, which would normally result in ninety per cent (90%) achievement of the snapback, then the Company will waive the required additional increase of the part time headcount and award the remainder of the snapback.

In addition, should the eighty-five per cent (85%) not be achieved by June 2006, this review will continue to take place on a quarterly basis.

Yours truly,

Kevin Smith  
Director, Labour Relations -  
Technical / Customer Services and International

**IAM Target Increase in PIT Headcount****\* Note Snapback Reduction: 3.75%**

	SA	CSA	CSCA	total
Start	741	2	83	826
End	914	181	105	1,199
Difference	173	179	22	<u>373</u>

P/T Headcount Achieved	% P/T Headcount Achieved	% Snapback
0 to 18	0%	0%
19 to 55	5%	10%
56 to 92	15%	20%
93 to 130	25%	30%
131 to 167	35%	40%
168 to 204	45%	50%
205 to 242	55%	60%
243 to 279	65%	70%
280 to 316	75%	80%
317 to 354	85%	90%
355 to 373	95%	100%

$$\begin{aligned} \text{*Snapback Methodology} &= 3.9\% \\ &= \frac{(\text{Current Salary} \times 3.75\%)}{\text{Current Salary} - (\text{Current Salary} \times 3.75\%)} \end{aligned}$$

Snapback In Salary =  $3.9\% \times \text{New Salary} \times \text{Snapback \% Achieved}$

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Transmitted by CNW Group on : August 24, 2006 15:45

## Air Canada provides update on wage ~~review~~ arbitration process

MONTREAL, Aug. 24 /CNW Telbec/ - Air Canada announced today that Arbitrator Donald Munroe has issued his wage review award for ~~two~~ employee groups represented by the International Association of Machinists and Aerospace Workers (IAMAW). The award covers approximately 10,500 Technical, Maintenance and Operational Support employees and approximately 300 employees in the Company's Finance Branch. The arbitration, dealing exclusively with adjustment to the hourly wage rate, was conducted pursuant to a provision in collective agreements reached between the Company and its unions in 2003.

Mr. Munroe's award granted IAMAW-represented employees a 1% wage increase effective July 2006, 0.5 % effective January 2007, 1.75 % effective July 2007 and 1.75% effective July 2008.

In duly, Arbitrator Michel Picher awarded the 5,540 employees represented by the CAW a 1% wage increase effective July 2006, 1.75% effective July 2007 and a 1.75 % increase effective July 2008.

Negotiations with all other major labour groups except CUPE have moved to mediation/arbitration. Negotiations with CUPE, which represents the airline's approximate 6,000 flight attendants, are scheduled to commence mid-September.

Letter of Understanding No. I-  
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 onequarter 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.

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).

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 20<sup>th</sup> day of July 1999.

FOR AIR CANADA

T.W. RABY

FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

J. COLLER

L2 -

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 Business Unit, 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 **Business Unit**.
2. Act as a resource to the Business Unit 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).

L2 -

Meetings of the Joint Training Committee will be established by the Committee members and scheduled as required.

Signed this 20<sup>th</sup> day of July 1999.

FOR AIR CANADA

FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

T.W. RABY

J. COLLER

## LETTER OF UNDERSTANDING NO. 4 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, and C.R.U. Specialist and for the appropriate classifications in Article 4.05.16.

- 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** For appropriate classifications listed in Article 4.05.16 employees must have passed a qualifying examination based on the function they will be **expected** to perform in their new classification in conjunction with the closing of the 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.
- L4.03** In the event an employee fails to achieve the **80%** passing mark on the qualifying examinations, 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.
- L4.04** 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.

- L4.05 Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and the Union.
- L4.06 Results of the Qualifying Examination and Structured interview shall remain as a permanent record on the employee's personal file.
- L4.07 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 1:** Employees in Categories 1, 19, or 38, requesting a Promotion to Lead Licensed Aircraft Technician or Process Auditor - Aircraft, are required only to successfully complete the Structured Interview provided for in L4.04.

**NOTE 2:** Employees in a Category requesting a Promotion to Lead NDT Technician, are required only to successfully complete the Structured Interview provided for in L4.04.

- L4.08 An employee who has met all other qualifying requirements for an above basic position, and who has requested a structured interview in writing, will be provided such an interview within sixty (60) days of receipt of such a request.

Signed this 1<sup>st</sup> day July 2003

**FOR AIR CANADA**

K.P. Smith

**FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE  
WORKERS**

J. COLLER

APPENDIX TO  
LETTER OF UNDERSTANDING NO. 4  
SELECTION PROCESS  
TECHNICAL INSTRUCTING

The Company and the Union agree to the following formal selection process in support of the provisions contained in Article 16.11.05, for the classifications within the Technical Instructing category.

AL4.01 Employees must pass a practical examination based on conducting a classroom training session in conjunction with the closing of the Vacancy Notice. The candidate must achieve a 90 % passing mark. Successful completion of this qualifying exam will be valid for a period of one (1) year at which time the employee must re-qualify in accordance with the foregoing.

AL4.02 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 90% 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 one (1) years from the effective date of the results of the interview.

AL4.03 The structured interview guide will be jointly developed and agreed to by the Company and the Union.

AL4.04 Results of the Qualifying Practical Examination and Structured interview shall remain as a permanent record on the employee's personal file.

AL4.05 Candidates who successfully complete the Qualifying Practical 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)~~.

AL4.06 An employee who has met all other qualifying requirements for an above basic position, and who has requested a structured interview ~~in~~ writing, will be provided such an interview within sixty (60) days of receipt of such a request.

Signed this 1st day of July, 2003

**FOR AIR CANADA**

K.P. Smith

**FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE  
WORKERS**

**J. COLLER**

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 Business Unit is operating a cargo terminal, Customer Service Agents, Lead Station Attendants and Station Attendants in Aircraft Services with a minimum of two (2) years from the date of hire or from the date of transfer into their current work location, 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, with a minimum of two (2) years from the date of hire or from the date of transfer into their current work location, who desire to transfer to Aircraft Services, shall so indicate in writing to their Manager with a copy to the local Union. The requests will be considered when a permanent vacancy is declared.

**NOTE 1** An employee may submit a transfer request at any time, but such a transfer request will be subject to the provisions of this Letter of Understanding and the Collective Agreement.

**NOTE 2** If a permanent vacancy is declared, such employees who have not met the two (2) year requirement, will be transferred to the new location prior to the Company hiring new employees.

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 two (2) years.

L5.03 Customer Service Agents, Lead Station Attendants and Station Attendants who have met the provisions of Articles L5.01 and L5.02 above and who have been unable to transfer, will be placed on the bumping list effective with the date of their transfer request, and will 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 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 seventeen (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 two (2) years 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 16<sup>th</sup> day of August, 2002

**FOR AIR CANADA**



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Kevin P. Smith  
Director, Labour Relations  
Technical Services

**FOR TRANSPORTATION DISTRICT 140**



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J. Collier  
General Chairperson -  
Western Region

**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**

**G.C.B. SMITH**

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

**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 at the point of transfer.

**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) Transfers will be at Company expense, in accordance with Company regulations.
- d) 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

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.

### 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 layoff, 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 L7.01.01 during this two year period.

Should the employee not elect to transfer in accordance with L7.01.01 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 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

K. P. SMITH

**FOR INTERNATIONALASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

J. COLLER |

**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**

K.M. KELLY

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

L. GIULIANI

**APPENDIX TO  
LOU No. 8**

Following discussion during the 2002 Collective Bargaining negotiations it was agreed that the following Special Expedited Arbitration procedures would be incorporated as part of the LOU, No. 8 Expedited Arbitration process.

1. Such cases will be presented by Union and Labour Relations representatives. No witnesses will be required at such hearings.
2. Bench or oral awards by the Arbitrator will be permitted, subject to the issuance of a brief written award to be submitted to the parties at a later date.
3. The purpose of this procedure is to move forward on a larger number of cases through an expedited arbitration process. Notwithstanding the above, the parties plan to present approximately ten (10) to fifteen (15) cases at each hearing, that are mutually agreed to by the Company and the Union.
4. Discipline appeals will not form part of this Special Expedited Arbitrator process. All cases proceeding under this process will be grievances as provided for in Article 17.03.
5. Decisions rendered under this process will be without prejudice or precedent to any other matter arising between the parties and will not be relied upon as jurisprudence.

Signed this 1 day of July, 2003

**FOR AIR CANADA**



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K.P. Smith  
Director, Labour Relations –  
Technical Services

**FOR TRANSPORTATION DISTRICT 140**



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J. Collier  
General Chairperson –  
Western Region

## LETTER OF UNDERSTANDING NO. 9

### Endorsement Course Seat Allocation

It was agreed following discussion during the 2002 Collective Agreement negotiations that the following would be incorporated into the Training and Licensing Publication 831.

The number of Lead Licensed Aircraft Technicians (LLAT), Licensed Aircraft Technicians (LAT), Aircraft Technicians (AT) and Process Auditors (P.A.) will be allocated, by category, for each endorsement course by work formation.

The number of eligible Planners, Licensed Planners, Technical Writer (Aeronautics) and Licensed Technical Writers will be allocated, by classification, for each endorsement course by work area. (in order to be eligible, the employee must hold seniority in Category 1 or 38 and hold the appropriate Transport Canada AME).

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 0-1, 1-2, 2-3, etc.

#### EXAMPLE:

Course seat allocation to any given work formation:

1 seat	- allocation on basis of 0-1, 1-2, 2-3.
2 seats	- allocation on basis of 0-1, 1-2, 2-3.
3 seats	- 1 course vacancy notice to senior bidder; - 2 allocated on basis of 0-1, 1-2, 2-3.
4 seats	- 1 course vacancy notice to senior bidder; - 3 allocated on basis of 0-1, 1-2, 2-3.
5 seats	- 1 course vacancy notice to senior bidder; - 4 allocated on basis of 0-1, 1-2, 2-3.
6 seats	- 1 course vacancy notice to senior bidder; - 5 allocated on basis of 0-1, 1-2, 2-3.
7 seats	- 1 course vacancy notice to senior bidder; - 6 allocated on basis of 0-1, 1-2, 2-3.
8 seats	- 2 course vacancy notice to senior bidder; - 6 allocated on basis of 0-1, 1-2, 2-3.

**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:

La-

1. LLATs, LATs, P.A.'s, AT's, Planners, Licensed Planners, Technical Writers (Aeronautics) and Licensed Technical Writers would be ineligible to bid on course vacancy notices if they are already in possession of five (5) or more endorsements on their ACA for aircraft currently operated by the Company.
2. LLATs, LATs, P.A.'s, AT's, Planners, Licensed Planners, Technical Writers (Aeronautics) and Licensed Technical Writers 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. LLATs, LATs, P.A.'s, AT's, Planners, Licensed **Planners**, Technical Writers (Aeronautics) and Licensed Technical Writers 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.

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.

Assignment of personnel within the Technical Training category to endorsement training will be based on operational requirements.

Employees in the Technical Instructing category will be assigned to their training area of expertise as dictated by the requirements of service, Licensed Technical Instructors may have the opportunity to bid on the first and fourth endorsement course on new type aircraft after which they will be assigned for a minimum of two (2) years on the aircraft type as an area of expertise.

Signed this 1<sup>st</sup> day of July, 2003

FOR AIR CANADA

K.P. Smith

FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS & AEROSPACE  
WORKERS

J. COLLER

L10 -

**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**

**T.W. RABY**

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

**J. COLLER**

**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**

K.M. KELLY

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

G. BROSSEAU

L12 -

**LETTER OF UNDERSTANDING NO. 12 -**

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**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 including conversion to Full-Time Station Attendant at the point
- 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 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

**K.P. SMITH**

**J. COLLER**

## 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/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 UBCM Sub-Committee with four (4) Union and two (2) management **representatives** 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 UBCM meetings for update presentations on the progress of the Quality Assurance initiative.
- Identify specific Collective Agreement matters to UBCM and contribute in a technical support capacity to their resolution at UBCM.

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 UMCN 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-off.

**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.

Signed this 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

K. P. SMITH

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & FEDERAL WORKERS**

J. COLLER

**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 Services 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

T.W. RABY

FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

J. COLLER

L16 -

**LETTER OF UNDERSTANDING NO. 16**

**INTENTIONALLY LEFT BLANK**

**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 Business Unit.
- L17.02 The Airport & Cargo Operations Business Unit 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 **courrier**, 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:

<b>Halifax</b>	Customer Service Assistant
<b>Moncton</b>	Customer Service Coordinator - <b>Moncton</b>
Saint John	
Fredericton	
<b>St. John's</b>	Manager, Customer Service
<b>Charlottetown</b>	Customer Service Coordinator
<b>Quebec</b>	Customer Service Manager
<b>Dorval/Mirabel</b> (Ramp/Cabin Service/Cargo)	Manpower Planner - <b>Dorval</b>
<b>Ottawa</b>	Airport Administrative Coordinator
<b>Toronto</b> (Ramp/Cabin Service)	Manpower Coordinator
<b>Toronto</b> (Cargo)	Manpower Coordinator
<b>London, Ont.</b>	Manpower Coordinator
<b>Thunder Bay</b>	Customer Service Coordinator
<b>Winnipeg</b>	Personnel Services Assistant

Regina/  
Saskatoon Manager, Customer Service

Calgary/  
Edmonton/  
Vancouver Personnel Services Assistant

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 360, A.T.B., P.O. Box 8000  
Montreal International Airport  
Dorval, Quebec ZIP 131  
H4Y 1C3

- YOW  
- YUL/YMX  
- YQB

Regional Shop Committee – Halifax  
Lodge 1763, IAMAW  
Air Canada Halifax International Airport  
Bell Boulevard, Comp. 1650  
Halifax, Nova Scotia ZIP 2392

YQM  
YYG  
YYT  
YSJ  
YFC  
YHZ

Regional Shop Committee – Toronto  
Lodge 2323, IAMAW  
P.O. Box 151  
Toronto AMF, Ontario ZIP 2430  
L5P 1B1

- YYZ  
- YXU

Regional Shop Committee – Winnipeg  
Lodge 714, IAMAW  
211-2020 Sargent Avenue  
Winnipeg, Manitoba ZIP 3887  
R3H 0C9

- YWG  
- YQT  
- YQR  
- YXE

Regional Shop Committee – Calgary

- YYC

Lodge 1681, IAMAW  
2000 Airport Road NE Air Canada Terminal Bldg  
Calgary, Alberta ZIP 3801  
T2E 6W5

- YEG

Regional Shop Committee- Vancouver  
Lodge 764, IAMAW  
Vancouver AMF ZIP 3187  
Vancouver International Airport, B.C.  
V7B 1V4

- YVR

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 Business Unit. 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 INTERNATIONALASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

T.W. RABY

J. COLLER

LETTER OF UNDERSTANDING NO. 18  
NON DESTRUCTIVE TESTING

Following discussions on recommendation made by a joint Management/Union Committee to address Non-Destructive Testing (NDT) the Company and the Union agreed to a transition period for the following items. The transition period is defined as December 09 2001 to December 09, 2004. Following the conclusion of the transition period this agreement will be removed from the Collective Agreement.

- a) Lead NDT Technician will be introduced in Montreal, Toronto, Winnipeg and Vancouver within 6 months from the signing of this agreement.  
Lead NDT Technicians will select from personnel who are working at the point as of August 01, 2001. During the thirty-six (36) month transition period the Lead NDT Technician will be trained to hold the qualifications equal to those individuals assigned to their area.
- b) Personnel in Categories 6/7 or 6/11 already performing NDT work as of December 09, 2001 will be converted to Category 3 at a level consistent with their qualifications. These individuals will not be subject to being bumped during the transition period from their work location, provided that there is an operational requirement for their position.
- c) Personnel referenced in item b) will be awarded the date of this Agreement as their Category 3 seniority date sequenced in accordance with their Category 7 or 11 seniority.
- d) Personnel referenced in item b) will be afforded a one (1) time opportunity to revert to their former category/classification provided they have not requested additional NDT training.
- e) Under circumstances when a request as provided for in item d) is actioned, the employee will forfeit their Category 3 seniority.
- f) Unassigned
- g) Employees with a Category 3 seniority dating prior to January 01, 2000 may be required to certify to an ATA 105 interim spec which the Company will have in place during the thirty-six (36) month transition period.
- h) All NDT personnel holding any ATA 105 level will be required to obtain the approved certification within the thirty-SIX(36) months transition period.

Signed this 1<sup>st</sup> day of July, 2003, in Montreal, Quebec.

FOR AIR CANADA



K.P. Smith  
Director, Labour Relations-  
Technical Services

FOR TRANSPORTATION DISTRICT 140



J. Collier  
General Chairperson-  
Western Region

L19 -

**LETTER OF UNDERSTANDING NO. 19 –  
TRANSFER WITHIN CLASSIFICATIONS  
OPERATIONS SUPPORT**

L19.01 Employees in the Technical Data Control and Office Support, Planning, and Technical Writing categories, who have worked within their Business Unit for a minimum of two (2) years, who desire to transfer to another Business Unit within their classification at the point 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.

L19.02 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 the employee will not be eligible to transfer for a period of two (2) years from date of transfer.

L19.03 Employees who decline the opportunity of transfer to a Business Unit will be ineligible to transfer to that Business Unit for one (1) year

Signed this 1<sup>st</sup> Day of July, 2003

**FOR AIR CANADA  
FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

K. P. SMITH

J. COLLER

290

**LETTER OF UNDERSTANDING NO. 20 -  
AIRCRAFT TAXI AUTHORITY**

During the 1999 contract negotiations, the Company agreed to provide compensation to Licensed Aircraft Technicians and Lead Licensed Aircraft Technicians Categories 01 and 38 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) 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. B737
  6. B767
  7. 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 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

K.P. Smith  
Director, Labour Relations-  
Technical Services

**FOR TRANSPORTATION DISTRICT 140**

J. Coller  
General Chairperson  
Western Region

**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 of 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.

Signed this 20th day of July 1999.

**FOR AIR CANADA**

T.W. RABY

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

J. COLLER

**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:**

The maximum annual compensation for an IAMAW employee is increased as follows:

Effective July 20th, 1999: \$70,000.00

Effective June 23, 2003: \$82,000.00

Signed this 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

K.P. SMITH

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

J. COLLER |

**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 July 1, 2009.

Sign<sup>®</sup>C this 1<sup>st</sup> day of July 2003.

**FOR AIR CANADA**

K.P. Smith

**FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS**

J. COLLER

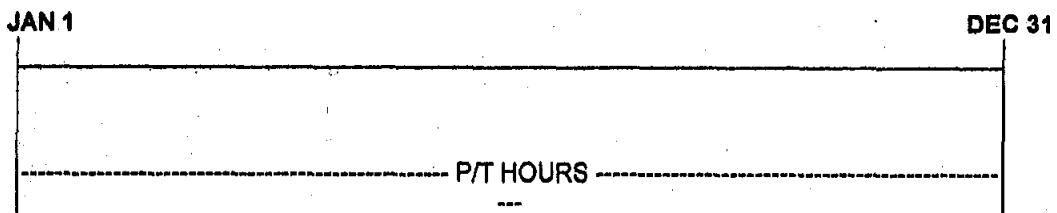
L24 -

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 EQUIVALENTMONTHS = P/T HOURS = 1,040 = 5.977  
174 174

TOTAL F/T EQUIVALENT MONTHS = 5.977 = 6

F/T DAYSW/P

FT MONTHS

= VACATION ENT X 12  
= 14 X 8/12  
= 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

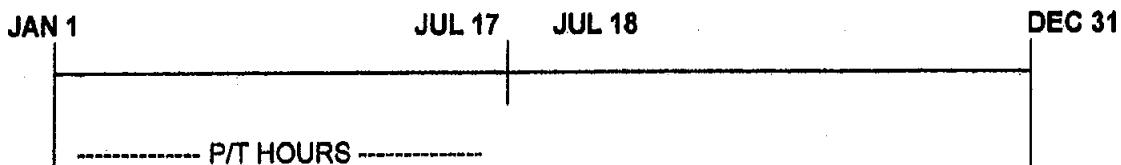
NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

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

FIT EQUIVALENT MONTHS =  $\frac{\text{P/T HOURS}}{174} = \frac{480}{174} = 2.76$

F/T MONTHS = 6 (JULY - DECEMBER)

TOTAL FIT EQUIVALENT MONTHS = 2.76 = 3  
F/T MONTHS = 6  
TOTAL F/T MONTHS = 9

F/T DAYS W/P

FT MONTHS

= VACATION ENT X 12  
=  $14 \times \frac{9}{12}$   
= 11 F/T CAL DAYS W/P

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

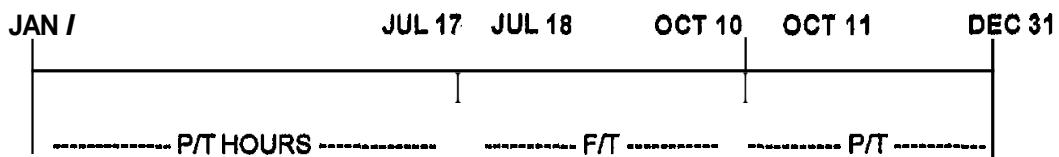
NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

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  
FIT - 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 PIT (20 HRS/WEEK)**

<b>JAN 1</b>	<b>DEC 31</b>

**P/T HOURS**

**P/T HOURS = 8 HRS/WK X 52 WEEKS = 416**

**F/T EQUIVALENT MONTHS = P/T HOURS =  $\frac{416}{174} = 2.39$**

**TOTAL F/T EQUIVALENT MONTHS = 2.39 = 2**

**F/T DAYS W/P**

**FT MONTHS**

**= VACATION ENT X 12  
=  $14 \times 2/12$   
= 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**

**LETTER OF UNDERSTANDING NO.25  
CUSTOMER SERVICE AGENT – PART-TIME**

**L25.01** During the 2002 Contract negotiations, the parties agreed to the introduction of the classification of Customer Service Agent – Part-Time.

**L25.02** The number of part-time Customer Service Agents will not exceed twenty-five percent (26%) of the total number of permanent employees in the classification of Lead Customer Service Agent – Cargo, Lead Customer Service Agent – Baggage, Customer Service Agent – Airports and Customer Service Agents at the point, as at September 25<sup>th</sup> each year for application and adjustment during the following twelve (12) month period. In addition, at, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's the total number of part-time Customer Service Agents shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage and Customer Service Agents. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage, Customer Service Agent – Airports and Customer Service Agents and the allowable number of part-time Customer Service Agents.

**NOTE:** Up to three (3) part-time Customer Service Agents may be employed at any one point regardless of the thirty five percent (35%) ratio.

**L25.03** The above noted number of part-time Customer Service Agents will be realized through normal attrition and the retirement phase-in program.

**L25.04** Part-time Customer Service Agents will establish a seniority date applicable to their date of entry into the classification. Seniority provisions for part-time Customer Service Agents are applicable to the point only, unless as indicated otherwise. For the purpose of seniority applications, Customer Service Agent – Part-Time will be considered a basic classification.

**L25.05** Rates of pay are on an hourly basis as enumerated in Article 7 (\$16.15 an hour effective June 8<sup>th</sup>, 2003).

**L25.06** Part-Time Customer Service Agents may be scheduled up to thirty two (32) hours per week, and up to eight (8) hours per day. Unless agreed to otherwise, such employees will be provided a monthly shift schedule.

**L25.07** 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.

**L25.08** In the application of Article 10.02.07.01, overtime will be offered to full-time Customer Service Agents prior to offering overtime to part-time Customer Service Agents.

**L25.09** The application of Article 10.02.11, Time Bank, does not apply to part-time Customer Service Agents.

**L25.10** Statutory Holidays for part-time Customer Service Agents will be in accordance with the Canada Labour Code.

**L25.11** 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 Customer Service Agents will be four (4) hours at straight time.

**L25.12** The application of Article 20.10, Severance Pay, will not apply to part-time Customer Service Agents.

**L25.13** In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Customer Service Agents.

#### **Group Life Insurance**

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).

#### **Group Disability Income Plan**

Not available to part-time Customer Service Agents.

#### **Supplementary Health Insurance**

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).

#### **Group Dental Insurance**

Not available to part-time Customer Service Agents.

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.

**L25.14** All job security provisions of this Collective Agreement do not apply to part-time Customer Service Agents.

L25.

**L25.15** In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and working conditions, and/or other alternatives to meet the need.

**FOR AIR CANADA**



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K.P. Smith  
Director, Labour Relations -  
Technical Services

**FOR TRANSPORTATION DISTRICT 140**



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J. Collier  
General Chairperson -  
Western Region

## LETTER OF UNDERSTANDING NO. 26 - RETIREMENT PHASE-IN

It is agreed and understood that the provisions of the Collective Agreement shall **apply** to those employees who elect to participate in this retirement phase-in program, except as modified by the following:

1. Employees who are eligible to retire with pension in accordance with the Air Canada Pension Plan and who wish to participate in the program **will** request such a change of status to part-time and shall notify the Company of their intent to retire with pension at the same time.
2. Requests shall be **actioned**, subject to vacancies being available and the approval of **the** Company.
3. An employee accepting the change of status when it is made available and this having been confirmed, **shall** retire with pension in accordance with the Pension Plan when the change of status is affected.
4. Employees shall continue in part-time employment and in receipt of pension benefits until such time as they reach normal retirement age as defined **in** the Pension Plan, or until they terminate their service with the Company, whichever is the earlier.
5. Notwithstanding **anything** to the contrary **in** the Air Canada Pension Plan Rules and Regulations, on receipt of pension benefits, employees shall cease **to** be active members of the Plan and shall cease to contribute to the Plan or accrue additional allowable service under the Plan. Pension benefits shall be those provided by the Plan at the time the employee retires from full-time status.
6. Employees participating in the Program shall not have the right to change status to full-time employment under any circumstances, or any other provision of the Collective Agreement. Retirement Phase-in positions will be **limited** to part-time Customer Service, Agent, Station Attendant, and Cabin Service & Cleaning Attendant. To affect this, the following provisions are modified:
  - a) Article 6 – Employees **will** not be offered positions in the other status (full-time).
  - b) Article 6 and 7 – employees **will** not be paid more than the allowable maximum for part-time employment.
  - c) Article 6 – such employees **will** not be eligible to perform **acting/relief** assignments in other above basic classifications.
  - d) Article 16 – all seniority provisions are applicable at the point only, All such employees are not eligible for promotion or transfer.
  - e) For the purpose of staff reductions (lay-off, bumping and recall at the point), retirement phase-in employees in the classifications of part-time Customer Service Agent, part-time Station Attendant and part-time Cabin Servicing & Cleaning Attendant, **will** be laid off prior to other Customer Service Agents, Station Attendants and Cabin Servicing & Cleaning Attendants,

7. Vacation application for part-time retirement phase-in employees will be as follows:
  - I) Part-time retirement phase-in employees with ~~less~~ than six (6) years service ~~will receive~~ four percent (4%) vacation pay on each pay cheque.
  - II) Part-time retirement phase-in employees with six (6) years of ~~continuous~~ service or more will receive ~~six~~ percent (6%) vacation pay on each pay cheque.
  - III) Vacation entitlements will be taken without pay.
  - IV) Vacation entitlements (without pay) will be in accordance with Articles 13:01 to a maximum of three (3) weeks,
8. In the application of Letter of Understanding No. 1, the following exceptions apply to part-time retirement phase-in employees.

Group Life Insurance  
*Not available to Part-Time Retirement Phase-In Program*

Group Disability Income Plan  
*Not available to part-time retirement phase-in employees.*

Supplementary Health Insurance  
*Not available to part-time retirement phase-in employees.*

Group Dental Insurance  
*Not available to part-time retirement phase-in employees.*
9. Free and Reduced-Rate Transportation entitlement and priority accrual will be in accordance with Company Regulations governing retired employees.
10. Employees participating in this program will retain Company service at retirement and upon change of status, however, no further accrual of Company service may be earned.
11. In the filling of ~~vacancies~~ through retirement phase-in for the classification of Customer Service Agent – Part-Time, preference will be given firstly to Customer Service Agents and **Lead** Customer service Agents, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Customer Service Agent seniority followed by basic classification seniority.
12. In the filling of ~~vacancies~~ through retirement phase-in for the classification of Cabin Servicing & Cleaning Attendants – Part-Time, preference will be given firstly to

Cabin Servicing & Cleaning Attendants and Lead Cabin Servicing & Cleaning Attendants, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Cabin Servicing & Cleaning Attendant seniority followed by other basic classification seniority.

13. In the filling of vacancies through retirement phase-in for the classification of Station Attendant - Part-Time, preference will be given firstly to Station Attendants, and Lead Station Attendants, and secondly to other classifications (e.g.: Customer Service Agent). The sequencing of seniority will be prioritized in the order of previous Station Attendant seniority followed by other basic classification seniority.

**FOR AIR CANADA**



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K.P. Smith  
Director, Labour Relations -  
Technical Services

**FOR TRANSPORTATION DISTRICT 140**



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J. Collier  
General Chairperson-  
Western Region

**Letter of Understanding No, 27**

**TIME BANK - TECHNICAL SERVICES AND LOGISTICS & SUPPLY**

During the 2002 round of negotiations the Company and the Union agreed to the following application of Article 10.02.11 - Time Bank for employees assigned to Technical Services and Logistics and Supply.

**L 27.01** At the end of each pay period, all overtime credits will be accumulated in a Time Bank.

**L 27.02** The use of Time Bank hours shall be as follows:

1. As assigned by the Company, subject to manpower requirements of the Company.
2. Assigned time off at a minimum of one (1) shift cycle (ie: five days off on 5x2, six days off on 6x3, etc.)
3. Assigned with a minimum of five (5) calendar days notice.
4. At the request of the employee, subject to Supervision's prior approval, consistent with manpower requirements of the Company.

**L 27.03** The Time Bank shall be limited to plus two hundred (+200) hours and minus forty eight (-48) hours. Employees shall not be forced to take time bank beyond the minus forty (48) hours.

**L 27.04** At the end of each pay period, all time credits in excess of two hundred (200) hours will be paid at the hourly rate in accordance with Article 10.02.03.

**L 27.05** In the event an employee's Time Record is standing at a minus figure of more than forty eight (-48) hours, such time will be deducted in accordance with Article 10.02.04.

**L 27.06** Employees shall have all credits/debits cleared upon termination from the Company, at their rate of pay of the pay period in which the clearance occurs.

L 27.07      The provisions of this Letter of Understanding does not apply for employees based in the Maritimes, Ottawa or Edmonton. For personnel within *the Technical Instructing category*, refer to Memorandum No. 7 for the application of these provisions.

Signed this 1<sup>st</sup> day of July, 2003.

FOR AIR CANADA

K.P. SMITH

FOR INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS

J. COLLER

