

# **UNIFOR • AIR CANADA**

## LANGUAGE COMPARISON

**MARCH 2020**



**unifor**

2002



## Current Language

### PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.04.07** **Company** – means Air Canada as represented through Officers and Management at various levels of their delegated representatives.
- 1.04.13** **Peak periods** comprise of the following:
- Christmas (approximately mid-December to mid-January)
  - March Break (variable according to province)
  - Summer (approximately mid-June to mid-September)
  - Special events (e.g. Olympics, Formula One Grand Prix, etc.)

\* In defining peak periods, the parties have established a general timeframe:

- Christmas is not more than four (4) weeks, March break is not more than ten (10) days per location
- Summer is not more than thirteen (13) weeks.
- A week is understood to be seven (7) days

#### 4.02 and Subsequent

- 4.04** **Administrative Clerk** - Comprises all those employees in the Customer Solutions department who provide administrative and clerical support including the processing of incoming mail, updating customer information into a data base, scan incoming documents to files in data base, filing and performing other duties related to any of the foregoing.

## New Language

### PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.04.07** **Company** – means Air Canada **and Air Canada Rouge** as represented through Officers and Management at various levels of their delegated representatives.
- 1.04.13** **Peak periods** comprise of the following:
- Christmas (approximately mid-December to mid-January)
  - March Break (variable according to province)
  - Summer (approximately mid-June to mid-September)
  - Special events (e.g. Olympics, Formula One Grand Prix, **etc.**)
  - **Easter**
  - **Family Day**
  - **Any other event mutually agreed to by the Company and the Union at the Headquarters level**

\* In defining peak periods, the parties have established a general timeframe:

- Christmas is not more than four (4) weeks, March break is not more than ten (10) days per location
- Summer is not more than thirteen (13) weeks.
- A week is understood to be seven (7) days

- 1.04.22** **Contact Centres - means the business unit comprised of Call Centres, Customer Relations and Customer Journey Management.**

#### 4.02 and Subsequent

##### **Customer Sales and Service Agent classification title**

**As discussed during the 2018 round of collective bargaining, The Customer Sales and Service Agent title (article 4.02 of the collective agreement and subsequent) will be amended to better reflect Air Canada's transformation into a global airline to both colleagues and customers alike.**

**A consultation effort across the system is currently underway and the new title will be shared and discussed with the Unifor bargaining committee once it is established.**

**Following ratification, the collective agreement will be amended accordingly.**

- 4.04** **Administrative Clerk Processing Specialist** - Comprises all those employees in the Customer **Relations Solutions** department who provide administrative and clerical support including the processing of incoming mail, **and electronic correspondence**, updating customer information into a data base, scan incoming documents to files in data base, filing, **budget tasks, research, processing compensation and refunds**, and performing other duties related to any of the foregoing.

## Current Language

### ARTICLE 6.03 - BREAKS

#### 6.05 DEVELOPMENT OF WORK SCHEDULES - GENERAL

**6.05.03** Part-time shifts within the same function shall have a 1 hour 30 minute separation between the end of one shift and the start of another.

#### 6.07 DEVELOPMENT OF WORK SCHEDULES - AIRPORTS

**6.07.02** The following chart will be used by the Company in the development of full-time operational shifts:

		Full-Time Compression Ratios – Operational Shifts (Includes Airports CSSAs / Leads / Concierge)						
		5x2	6x3 or 4x2	5x3	4x3	5x4	4x4 OR 3x3	% of Compression
YVR	Range	0-10%		30-40%	45-60%	0-5%	5-15%	90%+
YYC	Range	0-10%		40-50%	35-50%	0-5%	5-20%	90%+
YEG	Range	0-10%		10-20%	45-60%	0-5%	20-35%	90%+
YWG	Range	0-10%		20-30%	35-50%	0-5%	25-40%	90%+
YYZ	Range	0-10%		55-65%	10-20%	5-10%	5-10%	90%+
YOW	Range	0-10%		35-50%	10-20%	0-5%	25-35%	90%+
YUL	Range	0-10%		60-70%	10-25%	0-5%	5-10%	90%+
YHZ	Range	0-10%		50-60%	10-25%	0-5%	25-30%	90%+
YYT	Range	0-10%		65-80%	0-20%	0-5%	10-20%	90%+

**6.07.05** In order to provide the Company with the ability to explore new service delivery methods, products or processes, it may be necessary to introduce a type trial. The initial stage of the type trial will not exceed four (4) weeks unless mutually agreed to between the parties. During the initial four (4) week period, the Company may fill, at its discretion, any position(s) created as a result of the type trial and relief will be utilized to backfill the incumbent. Should the type trial be extended beyond the initial four (4) week period, a mini bid will be offered to fill the position(s). The agent selected to fill the extended type trial position will be backfilled through the use of relief. If the type trial position(s) will not be continued for the duration of the work schedule, agents who accepted the mini bid position will revert to their original bid line.

## New Language

### ARTICLE 6.03 - BREAKS

**Note 1:** For shifts of ten (10) hours or more, full-time employees shall be entitled to two (2) breaks of twenty (20) minutes each in a full scheduled work day. Breaks shall be scheduled in each half of the work day and have a minimum of one (1) hour separation from a meal period.

#### 6.05 DEVELOPMENT OF WORK SCHEDULES - GENERAL

**6.05.03** Part-time shifts ~~within the same function~~ shall have a 1 hour 30 minute separation between the end of one shift and the start of another.

**NOTE:** This will not apply to part-time route language shifts.

#### 6.07 DEVELOPMENT OF WORK SCHEDULES - AIRPORTS

**6.07.02** The following chart will be used by the Company in the development of full-time operational shifts:

		Full-Time Compression Ratios – Operational Shifts (Includes Airports CSSAs / Leads / Concierge)						
		5x2	6x3 or 4x2	5x3	4x3	5x4	4x4 OR 3x3	% of Compression
YVR	Range	0-10%		30-40%	45-60%	0-5%	5-15%	90%+
YYC	Range	0-10%		40-50%	35-50%	0-5%	5-20%	90%+
YEG	Range	0-10%		10-20%	45-60%	0-5%	20-35%	90%+
YWG	Range	0-10%		20-30%	35-50%	0-5%	25-40%	90%+
YYZ	Range	0-10%		55-65%	10-20%	5-10%	5-10%	90%+
YOW	Range	0-10%		35-50%	10-20%	0-5%	25-35%	90%+
YUL	Range	0-10%		60-70%	10-25%	0-5%	5-10%	90%+
YHZ	Range	0-10%		50-60%	10-25%	0-5%	25-30%	90%+
YYT	Range	0-10%		65-80%	0-20%	0-5%	10-20%	90%+

**6.07.05** In order to provide the Company with the ability to explore new service delivery methods, products or processes, it may be necessary to introduce a type trial. The initial stage of the type trial will ~~not exceed four (4)~~ last up to eight (8) weeks unless otherwise mutually agreed to between the parties at Headquarters level. During the initial ~~four (4) week period~~ period of up to eight (8) weeks, the Company may fill, at its discretion, any position(s) created as a result of the type trial and relief will be utilized to backfill the incumbent. Should the type trial be extended beyond the initial ~~four (4)~~ eight (8) week period, a mini bid will be offered to fill the position(s). The agent selected to fill the extended type trial position will be backfilled through the use of relief. If the type trial position(s) will not be continued for the duration of the work schedule, agents who accepted the mini bid position will revert to their original bid line.

## Current Language

- 6.09 DEVELOPMENT OF WORK SCHEDULES - CUSTOMER JOURNEY MANAGEMENT**
- 6.09.01** The Company will develop the work schedules based on a shift pattern of 6 days on / 3 days off (8 hours and 30 minutes).
- 6.09.02** The Company will make reasonable efforts to ensure an equitable distribution of midnight shifts amongst all agents in the CJM group. In the event either party is unwilling to continue the process may be rescinded following a minimum of 30 days' notice.
- 6.10 DEVELOPMENT OF WORK SCHEDULES – CUSTOMER RELATIONS**
- 6.10.01** A regular 5x2 shift schedule will exist, along with an alternate shift schedule, to be bid upon by the employees working in this department. A choice of alternate shift schedules between a 4x3 or a “fortnight” will be presented to the employees twice a year, once in the Spring bid and once in the Fall bid.
- This alternate shift arrangement may differ subject to agreement between the Company and the Union at the District Level.

## New Language

- 6.09 DEVELOPMENT OF WORK SCHEDULES - CUSTOMER JOURNEY MANAGEMENT**
- 6.09.01** The Company will develop the work schedules based on a shift pattern of 6 days on / 3 days off (8 hours and 30 minutes) ensuring that operational and relief requirements are met.
- Alternate shift patterns may be agreed to between the Company and the Union at the district level, prior to the development of the Customer Journey Management work schedules:
- 5 days on / 2 days off = 8 hours
  - 5 days on / 3 days off = 9 hours and 05 mins
  - 4 days on / 3 days off = 10 hours
  - 4 days on / 4 days off = 11 hours and 25 mins
- ~~**6.09.02** The Company will make reasonable efforts to ensure an equitable distribution of midnight shifts amongst all agents in the CJM group. In the event either party is unwilling to continue the process may be rescinded following a minimum of 30 days' notice.~~
- 6.10 DEVELOPMENT OF WORK SCHEDULES – CUSTOMER RELATIONS**
- ~~**6.10.01** A regular 5x2 shift schedule will exist, along with an alternate shift schedule, to be bid upon by the employees working in this department. A choice of alternate shift schedules between a 4x3 or a “fortnight” will be presented to the employees twice a year, once in the Spring bid and once in the Fall bid.~~
- This alternate shift arrangement may differ subject to agreement between the Company and the Union at the District Level.
- 6.10.01** On an annual basis, at the discretion of the Local District Chair, the Union may provide the company with the employees' preference pertaining to the distribution of the shift patterns.
- 6.10.02** These preferences will be utilized in the development of any work schedule while ensuring that operational and relief requirements are met.
- 6.10.03** Based on the above, and where operating hours permit, the following shift patterns can be used by the Company in the development of the Customer Relations work schedules:
- a) 5 days on / 2 days off = 8 hours
- and, if desired, up to 50% of the shift patterns will be the following shifts:
- b) 4 days on / 3 days off = 10 hours
  - and only one of the following:
  - c) 6 days on / 3 days off = 8 hours and 30 mins
  - d) 5 days on / 3 days off = 9 hours and 05 mins
  - e) “Fortnight”
- 6.10.04** Alternate work schedules may be implemented if mutually agreed.

## Current Language

### 6.11 WORK SCHEDULES – DEVELOPMENT TIMELINES

**6.11.01** The work schedule developed by the Company as well as the gate plots for one (1) peak day of the work schedule will be provided to the Cycling and Rotation Committee (CRC). The composition of the CRC and the timeframe for the cycling and rotation process will be based on the number of active employees at the location as follows:

- 450 or more employees – 4 union representatives will be provided three (3) ten (10) hour days;
- 250 to 449 employees – 3 union representatives will be provided two (2) ten (10) hour days;
- 100 to 249 employees – 2 union representatives will be provided two (2) ten (10) hour days;
- Up to 99 employees – 2 union representatives will be provided one (1) ten (10) hour day.

NOTE: Notwithstanding the above, in Customer Journey Management and Customer Relations, one (1) union representative will be provided one (1) eight (8) hour day.

**6.11.02** On the first day of the CRC process as per Article 6.11.01, the Company will present details of the developed work schedule. The details provided to the CRC will include the number of bid lines (operational and relief) and the number of agents eligible to bid a work schedule. Should this meeting take more than one (1) hour any additional time required will be added to the CRC cycling time.

## New Language

### 6.11 WORK SCHEDULES – DEVELOPMENT TIMELINES

**6.11.01** The work schedule developed by the Company as well as the gate plots for one (1) peak day of the work schedule will be provided to the Cycling and Rotation Committee (CRC). **Gate plots for additional peak day(s) will be submitted to reflect variations in the flight schedule not captured in the initial peak day provided. A copy of the flight schedule in excel format for the peak week planned will be provided.** The composition of the CRC and the timeframe for the cycling and rotation process will be based on the number of active employees at the location as follows:

- 450 or more employees – 4 union **representatives members** will be provided three (3) ten (10) hour days;
- 250 to 449 employees – 3 union **representatives members** will be provided two (2) ten (10) hour days;
- 100 to 249 employees – 2 union **representatives members** will be provided two (2) ten (10) hour days;
- Up to 99 employees – 2 union **representatives members** will be provided one (1) ten (10) hour day.

~~NOTE: Notwithstanding the above, in Customer Journey Management and Customer Relations, one (1) union representative will be provided one (1) eight (8) hour day.~~

**NOTE: Prior to the commencement of the CRC process, all appropriate tools and location will be confirmed and provided to the District Chairperson.**

**6.11.02** **Prior to the first** ~~On the first~~ day of the CRC process as per Article 6.11.01, the Company will present details of the developed work schedule **to the District Chair (or their designate)**. The details provided to the **District Chair** ~~CRC~~ will include the number of bid lines (operational and relief) and the number of agents eligible to bid a work schedule. **The information will be provided to the CRC on the first day of the CRC process.** Should this meeting take more than one (1) hour any additional time required will be added to the CRC cycling time.

**6.11.04** **Employees participating in the CRC process will be provided straight time for additional hours as per 18.04.04, or time in lieu if mutually agreed between the Company and the Union.**

## Current Language

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6.12 SHIFT BIDS

## New Language

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6.12 SHIFT BIDS

**6.12.08 MIRROR BIDDING - AIRPORTS**

**6.12.08.01 Mirror bidding will apply to Full-time and Part-time employees.**

**6.12.08.02 The Mirror bidding process will apply solely to employees who are absent on sick leave receiving disability benefits or extended workplace injury leaves whom have an expected return to work date within 90 days from the commencement of the new work schedule.**

**6.12.08.02.01 Employees will be required to provide to the Local Resource Manager substantiation of a confirmed return to work date. Substantiation must be provided prior to the commencement of the CRC.**

**6.12.08.03 Any other absence or assignment that has the employee returning during the anticipated duration of the work schedule will be permitted to bid and the vacancy will be covered as per Article 6.13 Relief Shift Schedules.**

**6.12.08.04 Local Resource Managers will determine the number of employees bidding (including those employees with a return to work date) in accordance with 6.12.08.02, 6.12.08.02.01 and 6.12.08.03 and available substantiation.**

**6.12.08.05 Employees without a Return to Work Date as per Article 6.12.08.02 and 6.12.08.02.01 will not be permitted to bid a line. These employees will be assigned a relief work schedule upon their return to work.**

**6.12.08.06 During the open bid process, operational bid lines that are available for "Mirror Bid", will be clearly identified and made available for other active employees to bid.**

**6.12.08.07 Employees who exercise the option to Mirror bid a line will be allowed to select an available relief schedule according to their seniority, however, no additional relief bid lines will be added. The relief schedule selected will also be available to another employee to Mirror bid.**

**6.12.08.08 In the event of insufficient volunteers selecting the Mirror bid lines, these will be assigned utilizing Article 6.13, Relief Shift Schedules.**

**6.12.08.09 Upon return of the owner of the bid line within the 90-day timeline of article 6.12.08.02, employees mirroring the bid line will revert to the relief schedule that was bid. The relief schedule will be as per Article 6.13, Relief Shift Schedules.**

**L1.02.04 To guarantee that the limitations of the part-time cap are being met, the allowable number of part-time bid lines in a schedule shall not exceed the allowable part-time cap.**

## Current Language

### 6.13 RELIEF SHIFT SCHEDULES

**6.13.01.03** All remaining relief base work schedules will be developed to proportionally mirror the shift patterns of the operational schedules and are subject to change throughout the work schedule.

**NOTE:** Part-time Relief Agents will cover part-time absence and/or assignments.

### 6.13 RELIEF SHIFT SCHEDULES

**6.13.09** For the purpose of vacation liability, fifty (50) percent (%) of the vacation relief number would be identified as a Seniority Relief.

### 6.14 SHIFT AND WORK SCHEDULE ALTERATIONS

**6.14.04** **EQUALIZATION** - When a full-time employee moves from one work schedule to another, they will work all shifts as scheduled. The company will calculate the originally scheduled work hours within the last schedule. Employees will be debited or credited at straight time for any hours that are in excess of or less than the standard work week as defined in Article 6.01.01.

**NOTE :** Notwithstanding Article 6.04, the Company will adjust an employee's last day of the previous schedule or the first day of a new schedule in cases where an employee would not have nine consecutive hours free from duty between the two (2) shifts.

## New Language

### 6.13 RELIEF SHIFT SCHEDULES

**6.13.01.03** Prior to going on vacation an Employee working Relief will revert to their base schedule, unless mutually agreed to locally.

**6.13.01.04** When a relief agent is required to cover vacation, the relief agent is to cover the full shift cycle where practical.

**6.13.01.035** All remaining relief base work schedules will be developed to proportionally mirror the shift patterns of the operational schedules and are subject to change throughout the work schedule.

**NOTE:** Part-time Relief Agents will cover part-time absence and/or assignments.

### 6.13 RELIEF SHIFT SCHEDULES

**6.13.09** Seniority Relief may be implemented in any Airport location upon written advice by the District Chair, provided to the applicable Resource Manager, at least 14 days prior to the start of the CRC process. For the purpose of vacation liability, fifty (50) percent (%) of the vacation relief number would be identified as a Seniority Relief.

### 6.14 SHIFT AND WORK SCHEDULE ALTERATIONS

**6.14.04** **EQUALIZATION** - When a full-time employee moves from one work schedule to another, they will work all shifts as scheduled. The company will calculate the originally scheduled work hours within the last schedule. Employees will be debited or credited at straight time for any hours that are in excess of or less than the standard work week as defined in Article 6.01.01.

**NOTE 1:** Notwithstanding Article 6.04, the Company will adjust an employee's last day of the previous schedule or the first day of a new schedule in cases where an employee would not have nine consecutive hours free from duty between the two (2) shifts.

**NOTE 2 :** If an employee's schedule has too many consecutive days, they may request reduced overtime. Requests will be granted based on operational requirements and will supersede the regular RO process.

Consideration for too many consecutive days will be based on:  
4x4 or 4x3: More than 6;  
5x3 or 5x4: More than 7;  
All others: More than 8;

## Current Language

**6.14.04.02** Any bid employee that is owing the Company ten (10) hours or greater as a result of equalization, may request to work additional hours through their local Resource manager. The request must be made prior to the bid implementation date. The additional hours will be worked at a time that is suitable for operational requirements and the employee. The additional hours will be scheduled within a two (2) week period from the bid implementation date. Any relief employee owing the company ten (10) hours or greater may request to work additional hours as well. These hours must be scheduled within one (1) month of the employee receiving their equalization calculation.

### **6.15 BID LINE VACANCIES WITHIN A LOCATION**

### **7.03 OVERTIME**

**7.03.03** Overtime will be offered to the most senior employee with the least accumulated hours annually. An overtime call-out list will be established in each location where employees can voluntarily sign-up for available overtime.

## New Language

**6.14.04.02** Any bid employee that is owing the Company ~~ten (10)~~ hours ~~or greater~~ as a result of equalization, may request to work additional hours through their local Resource manager. The request must be made prior to the bid implementation date. The additional hours will be worked at a time that is suitable for operational requirements and the employee. The additional hours will be scheduled within a two (2) week period from the bid implementation date. Any relief employee owing the company ~~ten (10)~~ hours ~~or greater~~ may request to work additional hours as well. These hours must be scheduled within one (1) month of the employee receiving their equalization calculation.

**6.14.04.04** Equalization pay adjustments will be processed and paid within 2 pay periods following the bid implementation date.

### **6.15 BID LINE VACANCIES WITHIN A LOCATION**

- Bid Line Vacancy Forms (6.15 forms) will be made available at the time of the open shift process.
- The form will list all shift line numbers in order.
- Employees will complete the form indicating in order their preference of shifts.
- Completed forms must be submitted by email to the resource office at least forty-eight (48) hours prior to any awarding.
- Requests will be filed based on seniority and status.
- The company will review the open bid lines and deemed vacancies will be automatically awarded. The employee will be notified by email with a copy to the DC.
- All other existing 6.15 requests submitted by an employee will be null and void. A new form will need to be submitted for further requests.
- The company will endeavor to develop an automated process for all bid line vacancies.
- Article 6.13.07 will apply for any change
- Note 1, 2 and 3 of article 6.15.01.01 remain in full force

### **7.03 OVERTIME**

**7.03.03** Overtime will be offered to the senior employee with the least accumulated **annual overtime hours (April 1st to March 31st) as of 23:59 the day prior to the overtime call-out list being actioned.** ~~An~~ **This** overtime call-out list will be established in each location where employees can voluntarily sign-up for available overtime.

## Current Language

### 7.04 RECALL

**7.04.01** If an employee is requested to work any time not consecutive with their scheduled shift, the Company shall establish and guarantee the time to be worked, but in any case the employee shall be credited with a minimum of four (4) hours. Recalls shall be recorded to the nearest minute and computed as follows:

Recall on a Scheduled Day-Off			Recall on a Scheduled Day-On	
Hours Worked	1st Day Off (Computed at)	Second and Subsequent Days Off (Computed at)	Hours Worked	Computed at
0-8	1.5X	2X	Over 0	1.5X
Over 8-12	1.5X	Prohibited		
Over 12	Prohibited	Prohibited		

### 8.02 OUTSIDE SCOPE

**8.02.04** As provided for in Article 6.12, during staffing discussions at locations where employees regularly accept temporary assignments in positions not covered by this Agreement, the Company will, where possible, provide for additional staff in the employee work force at those locations in an attempt to reduce the impact on the remaining employees.

**8.02.05** The Company will advise the employee in writing, copy to the Union District Chair, on the form provided for in the Appendices of the Agreement, of any temporary assignment.

## ARTICLE 9 - PROBATION

**9.01** A person being hired into a classification covered by this Agreement will be required to serve a probationary period of one hundred and eighty-two (182) days from date of employment. The probationary period shall not be extended due to annual vacation or training.

**9.05** Employees in their probationary period will not be laid off.

NOTE: Probationary employees have no right to be laid off and are subject to Article 9.

**9.06** Time served as a temporary employee will be applied against the probationary period provided there is no break in employment.

## New Language

### 7.04 RECALL

**7.04.01** If an employee is requested to work any time not consecutive with their scheduled shift, the Company shall establish and guarantee the time to be worked, but in any case the employee shall be credited with a minimum of four (4) hours. Recalls shall be recorded to the nearest minute and computed as follows:

Recall on a Scheduled Day-Off		Recall on a Scheduled Day-On	
1st Day Off (Computed at)	Second and Subsequent Days Off (Computed at)	Hours Worked	Computed at
1.5X	2X	Over 0	1.5X

NOTE: 7.05.01 is consistent with 6.03.01

### 8.02 OUTSIDE SCOPE

**8.02.04** As provided for in Article 6.12, during staffing discussions at locations where employees regularly accept temporary assignments in positions not covered by this Agreement, the Company will, **where possible**, provide for additional staff in the employee work force at those locations in an attempt to reduce the impact on the remaining employees.

**8.02.05** The Company will advise the employee in writing, **copy to the Union District Chair, on the form provided for in the Appendices of the Agreement, of any temporary assignment via email. The Union District Chair will receive a bi-weekly report that will include all 8.02 assignments.**

## ARTICLE 9 - PROBATION

**9.01** A person being hired into a classification covered by this Agreement will be required to serve a probationary period of one hundred and eighty-two (182) days from date of **permanent** employment. The probationary period shall not be extended due to annual vacation or training.

**9.05** **Employees in their probationary period will not be laid off. Employees who have been employed, without break in service, for a period exceeding one hundred and eighty-two (182) days, will be subject to the provisions of articles 10.09 to 10.15. Employees in their probationary period will otherwise have no right to be laid off and are subject to Article 9.**

**NOTE: Probationary employees have no right to be laid off and are subject to Article 9.**

**9.06** **Time served as a temporary employee will be applied against the probationary period provided there is no break in employment.**

## Current Language

**10.08** **COMPANY PERSONNEL OUTSIDE THE SCOPE**  
of the Agreement retaining seniority and who are considered by the Company as unsuited to the assignment, or who, within the first six (6) months, express their desire in writing to return to their previous classification, will be returned at the discretion of the Company but will not displace an employee other than a temporary employee or a probationer.

**10.12** **RECALL FROM LAYOFF**

**10.12.02** Employees, when laid off, must file their address with the base management and keep that base notified of any subsequent change of address. The Company shall provide the employee with an acknowledgment of such notification and a copy shall be forwarded to the Union Headquarters.

**11.05** **LEAVE OF ABSENCE - MATERNITY**

**11.05.03** Maternity Leave shall commence not more than ninety (90) days prior to the expected date of termination of pregnancy except upon direction from the employee's doctor, supported by a medical certificate. Such exception shall be considered Maternity Leave but shall not be considered as part of the one hundred and thirty-two (132) days referred to herein.

**11.05.04** If the date of termination of pregnancy is later than the date specified in the medical certificate, provided under Article 11.05.02, the number of days difference between the estimated date of termination of pregnancy and the actual date of termination of pregnancy shall be considered as Maternity Leave but shall not be considered as part of the aggregate of one hundred and thirty-two (132) days upon direction from the employee's doctor supported by a medical certificate.

**11.06** **CHILD CARE LEAVE**

**11.06.02** Any leave of absence granted under this Article 11.06 shall not exceed two hundred and fifty-nine (259) days. If two (2) employees are involved, the aggregate amount of such leave that may be taken by the two (2) employees in respect to the care of any one (1) child shall not exceed a total of two hundred and fifty-nine (259) days, thirty-seven (37) weeks.

**11.06.02.01** Notwithstanding the provisions of Article 11.06.02, in the case of Adoption the maximum period of leave shall be two hundred and fifty-nine (259) days (thirty-seven (37) weeks) or such greater amount as required in order to comply with the legal requirements of the province in which the employee(s) reside or the province in which the child is adopted.

## New Language

**10.08** **COMPANY PERSONNEL OUTSIDE THE SCOPE**  
of the Agreement retaining seniority and who are considered by the Company as unsuited to the assignment, or who, within the first six (6) months, express their desire in writing to return to their previous classification, will be returned at the discretion of the Company, **with advice to the union**, but will not displace an employee other than a temporary employee or a probationer.

**10.08.01** **The matter will be discussed at the Headquarters level prior to the Company exercising their discretion under article 10.08.**

**10.12** **RECALL FROM LAYOFF**

**10.12.02** Employees, when laid off, must file their address with **the base management designated HR contact** and keep that **base designated HR contact** notified of any subsequent change of address. The Company shall provide the employee with an acknowledgment of such notification and a copy shall be forwarded to the Union Headquarters.

**11.05** **LEAVE OF ABSENCE - MATERNITY**

**11.05.03** Maternity Leave shall commence not more than ninety (90) days prior to the expected date of **termination completion** of pregnancy except upon direction from the employee's doctor, supported by a medical certificate. Such exception shall be considered Maternity Leave but shall not be considered as part of the one hundred and thirty-two (132) days referred to herein.

**11.05.04** If the date of **termination completion** of pregnancy is later than the date specified in the medical certificate, provided under Article 11.05.02, the number of days difference between the estimated date of **termination completion** of pregnancy and the actual date of **termination completion** of pregnancy shall be considered as Maternity Leave but shall not be considered as part of the aggregate of one hundred and thirty-two (132) days upon direction from the employee's doctor supported by a medical certificate.

**11.06** **CHILD CARE LEAVE**

**11.06.02** Any leave of absence granted under this Article 11.06 **shall be in accordance with the applicable federal legislation not exceed two hundred and fifty-nine (259) days.** If two (2) employees are involved, the aggregate amount of such leave that may be taken by the two (2) employees in respect to the care of any one (1) child shall **be in accordance with the applicable legislation. not exceed a total of two hundred and fifty-nine (259) days, thirtyseven (37) weeks.**

**11.06.02.01** Notwithstanding the provisions of Article 11.06.02, in the case of Adoption the maximum period of leave shall be **in accordance with the applicable federal legislation or two hundred and fifty-nine (259) days (thirty-seven (37) weeks) or such greater amount as required in order to comply** with the legal requirements of the province in which the employee(s) reside. **or the province in which the child is adopted.**

## Current Language

- 11.07 LEAVE OF ABSENCE - COURT APPEARANCES**
- 11.07.01** Employees will be granted time off due to Jury Duty, Coroner's Inquest or when required as a court witness in accordance with Company regulations which will not be reduced during the term of this Agreement. The employee will provide substantiation of court notification and confirmation of attendance.

### ARTICLE 12 TRANSFERS, CHANGE OF STATUS, CHANGE OF CLASSIFICATION, VACANCIES

- 12.01.03** Selection will be made based on the seniority of the employees whose application has been received at least fifteen (15) days prior to the receipt of notification of the vacancies at the Union Headquarters level.
- 12.01.06** When the transfer or change of status involves a change of base, the employee shall be granted, on request, up to three (3) working days, without pay, prior to reporting for duty at the new base.
- 12.01.07** When a vacancy under the provisions of Article 12 is confirmed for an employee on Maternity or Child Care Leave, or away due to illness/injury or Court Appearance, The Company may rely on the provisions of Article 12.07 to fill the resulting temporary vacancy. When such a vacancy could not normally be filled due to the restrictions under Article 12.07, the provisions of Article 12.07.04 will be relied upon to fill such temporary vacancy.

### 12.02 CHANGE OF CLASSIFICATION

- 12.02.03** Selection will be made based on the seniority of the employees whose applications have been received at least fifteen (15) days prior to the receipt of notification of the vacancies at the Union Headquarters level.
- 12.02.07** When the change of classification involves a change of base, the employee shall be granted, on request, up to three (3) working days, without pay, prior to reporting for duty at the new base.
- 12.05** Requests made under Article 12.01 or 12.02 by probationary employees will only be eligible once they have completed their probationary period as per Article 9.

## New Language

- 11.07 LEAVE OF ABSENCE - COURT APPEARANCES**
- 11.07.01** Employees will be granted time off due to Jury Duty, Coroner's Inquest, **subpoena** or when required as a court witness in accordance with Company regulations which will not be reduced during the term of this Agreement. The employee will provide substantiation of court notification and confirmation of attendance.

### ARTICLE 12 TRANSFERS, CHANGE OF STATUS, CHANGE OF CLASSIFICATION, VACANCIES

- 12.01.03** Selection will be made based on the seniority of the employees whose application has been received **at least fifteen (15) days prior to the receipt of notification of the vacancies at the Union Headquarters level up to 23:59 of the day of the vacancies being declared at the Union Headquarters level. For change of status, secondary consideration will be given to ineligible employees within the same location.**
- 12.01.06** When the transfer or change of status involves a change of base, the employee shall be granted, on request, up to **three (3) five (5)** working days, without pay, prior to reporting for duty at the new base.
- 12.01.07** When a vacancy under the provisions of Article 12 is confirmed for an employee on Maternity or Child Care Leave, or away due to illness/injury or Court Appearance, The Company may rely on the provisions of Article 12.07 to fill the resulting temporary vacancy. When such a vacancy could not normally be filled due to the restrictions under Article 12.07, the provisions of Article 12.07.04 will be relied upon to fill such temporary vacancy.

**Note: An employee will be deemed to have transferred on the first day they report for duty at their new location.**

### 12.02 CHANGE OF CLASSIFICATION

- 12.02.03** Selection will be made based on the seniority of the employees whose applications have been received **at least fifteen (15) days prior to the receipt of notification of the vacancies at the Union Headquarters level up to 23:59 of the day of the vacancies being declared at the Union Headquarters level.**
- 12.02.07** When the change of classification involves a change of base, the employee shall be granted, on request, up to **three (3) five (5)** working days, without pay, prior to reporting for duty at the new base.
- 12.05** **Except for change of status within work location,** requests made under Article 12.01 or 12.02 by probationary employees will only be eligible once they have completed their probationary period as per Article 9.

## Current Language

### 14.01.03 SPLIT VACATIONS

**14.01.03.01** Employees shall be able to split their vacation equally by the number of weeks to which they are entitled, up to a maximum of six (6) blocks if they participate in the General Holiday program as per Article 14.09 and the Vacation Purchase Program as per Article 14.10.

### 14.02 ENTITLEMENT

**14.02.01** **NOTE 7:** An employee cannot work on any vacation designated day.

### 14.06 WAITING LIST

**14.06.01** Vacation periods which become available will be offered to employees who are on a waiting list in order of seniority. Preference will be given to an employee changing their first round. An employee's first round shall only be split one time and all subsequent rounds will be bid in seniority order. Once accepted these dates will become their assigned dates.

Notwithstanding the above, the vacation waitlist will not be actioned for any vacation becoming available less than 21 days ahead of time.

14.08.02

## New Language

### 14.01.03 SPLIT VACATIONS

**14.01.03.01** Employees shall be able to split their vacation equally by the number of weeks to which they are entitled, **up to a maximum of six (6) blocks** if they participate in the General Holiday program as per Article 14.09 and the Vacation Purchase Program as per Article 14.10.

### 14.02 ENTITLEMENT

**14.02.01** **NOTE 7:** An employee cannot work on any **vacation** day **within the designated vacation period day**.

### 14.06 WAITING LIST

**14.06.01** Vacation periods which become available will be offered to employees who are on a waiting list in order of seniority. Preference will be given to an employee changing their first round. An employee's first round shall only be split one time and all subsequent rounds will be bid in seniority order. Once accepted these dates will become their assigned dates.

Notwithstanding the above, the vacation waitlist will not be actioned for any vacation becoming available less than 21 days ahead of time.

## APPENDIX XX - VACATION WAITLIST PROCESS

- **Vacation waitlist forms will be made available following the conclusion of the vacation bid process.**
- **A separate vacation waitlist form must be completed for each vacation period that an employee is requesting to move.**
- **Completed forms will be submitted to the resource office and date stamped.**
- **Forms will be filed based on the following order;**
- **First Round Vacation request by seniority and status**
- **All remaining requests by seniority and status**
- **At the start of each month, the company and the local DC will review the open weeks for the remainder of the year and action the vacation waitlists jointly.**
- **All vacation waitlists will be automatically awarded, and the employee will be notified by email with a copy to the DC.**
- **All other existing vacation change requests will be null and void. A new form will need to be submitted for further requests.**
- **A vacation waitlist will not be actioned for any vacation becoming available less than 21 days ahead of time, unless mutually agreed.**
- **The company will endeavor to develop an automated process for all vacation waitlists.**

14.08.02

## LETTER OF UNDERSTANDING RECONCILIATION OF VACATION PAY (U82)

**As discussed during the 2018 round of collective bargaining, within 90 days of ratification, the Company will provide the Union with a report regarding the Company's ability to proceed with the reconciliation of vacation pay on the same pay period.**

## Current Language

### 14.10 VACATION PURCHASE PROGRAM (hereinafter VPP)

**14.10.09** Applications for the VPP program will be made available by the company May 1st. Employees must complete and submit their applications by September 15th. The company will provide its vacation plans to the Union, at the District Level, by October 25th, which will include the levels of VPP. The company will confirm all VPP applications by October 15th by providing a list of confirmed applicants by location to the appropriate local representatives for the company and union.

### 16.02 APPEAL PROCEDURES

**16.02.01** If the employee feels they have been unjustly dealt with, they shall have the right to initiate an appeal or to request the Union to initiate an appeal on their behalf under this Article. Throughout the procedures the employee shall have the right to be represented by the Union. The employee may, however, handle the matter on their own behalf if they so desire, including arbitration, in accordance with such special procedures as may be arranged between the employee and the Company. In such cases, the employee shall have to assume all fees and expenses involved in the process, including arbitration.

### 16.06 TIME LIMITS

## New Language

### 14.10 VACATION PURCHASE PROGRAM (hereinafter VPP)

**14.10.09** Applications for the VPP program will be made available by the company May 1st. Employees must complete and submit their applications by September 15th. The company will provide its vacation plans to the Union, at the District Level, by October 25th, which will include the levels of VPP. The company will confirm all VPP applications by October 15th by providing a list of confirmed applicants by location to the appropriate local representatives for the company and union.

**NOTE 1: Following the closure of the application period for VPP/GHO (September 15th of each year), the company will provide the list of employees granted GHO to the appropriate District Chairperson(s) by October 1st of each year.**

### 16.02 APPEAL PROCEDURES

**16.02.01** If the employee feels they have been unjustly dealt with, they shall have the right to **initiate an appeal or to** request the Union to initiate an appeal on their behalf under this Article. Throughout the procedures the employee shall have the right to be represented by the Union. **The employee may, however, handle the matter on their own behalf if they so desire, including arbitration, in accordance with such special procedures as may be arranged between the employee and the Company. In such cases, the employee shall have to assume all fees and expenses involved in the process, including arbitration.**

### 16.06 TIME LIMITS

#### DISCIPLINARY SUSPENSIONS

**As discussed during the 2018 round of collective bargaining, the Company will administer disciplinary suspension days as outlined in Article 16 based on the following rounding chart:**

	Schedule	6x3 / 4x2	5x3	4x3	5x4	4x4 / 3x3
	Shift Duration	8.5	9.08	10	10.25	11.42
# Of	Equivalent					
Days	Hours					
1	8	1	1	1	1	1
2	16	2	2	2	2	1
3	24	3	3	2	2	2
4	32	4	4	3	3	3
5	40	5	4	4	4	4
6	48	6	5	5	5	4
7	56	7	6	6	5	5
8	64	8	7	6	6	6
9	72	8	8	7	7	6
10	80	9	9	8	8	7

## Current Language

### ARTICLE 18 - UNION-MANAGEMENT COMMUNICATIONS

#### 18.04 TIME OFF UNION BUSINESS

**18.04.01.02** Time off for the Union Bargaining Committee (5) members will be forty (40) hours per week to be absorbed by the Company.

Time off for the Union Health and Safety Coordinator will be forty (40) hours per week to be absorbed by the Company.

Time off for Union District Chairs as outlined below will be absorbed by the Company:

NUMBER OF EMPLOYEES	TIME OFF
51 - 100	8 hours per week
101 - 200	20 hours per week
201 - 600	40 hours per week
601 - 1000	80 hours per week
1001 - +	120 hours per week

#### 18.06 BULLETIN BOARDS

The Union shall have the privilege of posting notices and related Union material on Company notice boards and the applicable internal electronic communication system as mutually agreed upon by the Company and the Union at the Headquarters level.

#### 18.07 TECHNOLOGICAL CHANGES

## New Language

### ARTICLE 18 - UNION-MANAGEMENT COMMUNICATIONS RELATIONS

**18.01.01** As discussed during the 2020 round of collective bargaining, the Company is committed to continuing to provide, on a daily basis, overtime sign up data / overtime distribution data as well as the daily rosters to all District Chairs across the network.

#### 18.04 TIME OFF UNION BUSINESS

**18.04.01.02** Time off for the Union Bargaining Committee (5) members will be forty (40) hours per week to be absorbed by the Company.

Time off for the Union Health and Safety Coordinator will be forty (40) hours per week to be absorbed by the Company.

Time off for Union District Chairs as outlined below will be absorbed by the Company:

NUMBER OF EMPLOYEES	TIME OFF
51 - 100	8 hours per week
101 - 200	320 hours per week
201 - 600	40 hours per week
601 - 1000	80 hours per week
1001 - 1400	120 hours per week
1401+	160 hours per week

#### 18.06 BULLETIN BOARDS

The Union shall have the privilege of posting right to post notices and related Union material on Company notice boards and the applicable internal electronic communication system as mutually agreed upon by the Company and the Union at the Headquarters level.

#### 18.07 TECHNOLOGICAL CHANGES

**18.07.05** In the event of staff reductions at a location directly due to technological change, to mitigate the resulting surplus, voluntary separation packages ("VSP") will be offered to affected employees in order of seniority (the most senior employees will be offered VSPs first). As a result of the employee requesting a VSP, the provisions of this agreement on bumping in article 10 will not apply following a technological change covered by this article 18.07.

**18.07.06** VSPs will consist of two (2) weeks of pay per year of service at the employee's rate of pay at the time of termination, up to a maximum of thirty thousand dollars (\$30,000).

## Current Language

### 19.01 HUMAN RIGHTS

**19.01.01** No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, disability, age, sex, sexual orientation, marital status, family status, political affiliation or conviction for an offence for which a pardon has been granted. The Company further commits that no employee will be unlawfully 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.

### 19.02 UNIFORMS

**19.02.01** The Company and the Union shall each appoint its members of the Joint Uniform Committee. The Union's members shall consist of a maximum of six (6) employees.

**19.02.02** The wearing of uniforms shall be in accordance with published Company regulations. The conditions of payment shall be on a 50/50 cost sharing basis between the Company and the employees on all items, compulsory or optional. Prior to the introduction of any new uniform or of any changes to an existing uniform, the Joint Uniform Committee shall meet to discuss the style, colour and material of the uniform, its components and accessories, the frequency of replacement, and the Company regulations regarding the wearing of the uniform. The recommendations of the Union representatives shall be considered by the Company before making any such changes.

**19.02.03** A footwear allowance of one hundred dollars (\$100.00) annually for employees performing customer service functions within an Airport location will be paid on the first pay date in the month of February. To be eligible for this allowance, employees must be active within an Airport location for a minimum of one hundred and eighty (180) days in the previous calendar year.

## New Language

### 19.01 HUMAN RIGHTS

**19.01.01** No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, disability, age, sex, sexual orientation, **gender identity or expression**, marital status, family status, **genetic characteristics**, political affiliation or conviction for an offence for which a pardon has been granted. The Company further commits that no employee will be unlawfully 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.

### 19.02 UNIFORMS

**19.02.01** The Company and the Union shall each appoint its members of the Joint Uniform Committee. The Union's members shall consist of a maximum of six (6) employees.

**NOTE: The Company will update the Union's designate on a quarterly basis to ensure the Union is appraised of any changes and/or initiatives relating to uniforms.**

**19.02.02** The wearing of uniforms shall be in accordance with published Company regulations. The conditions of payment shall be on a 50/50 cost sharing basis between the Company and the employees on all items, compulsory or optional. Prior to the introduction of any new uniform or of any changes to an existing uniform, the Joint Uniform Committee shall meet to discuss the style, colour and material of the uniform, its components and accessories, the frequency of replacement, and the Company regulations regarding the wearing of the uniform. The recommendations of the Union representatives shall be considered by the Company before making any such changes.

### **RAINGEAR (SIDE LETTER)**

**As discussed during 2019 bargaining, regarding uniform components (article 19.02.02), rain gear will be made available to airports employees assigned to regional operations work areas as part of their existing total dollar allotment under the present conditions (50% cost sharing).**

**19.02.03** A footwear allowance of one hundred dollars (\$100.00) annually for employees performing customer service functions within an Airport location will be paid on the first pay date in the month of February. To be eligible for this allowance, employees must be active within an Airport location for a minimum of **one hundred and eighty (180) days one (1) day** in the previous calendar year.

**NOTE: Employees hired prior to July 3 in the preceding year who successfully conclude their probationary period will be eligible for the above allowance in the following year.**

## Current Language

19.06 TRAINING

19.07 GROUP LIFE INSURANCE

19.09 SUPPLEMENTARY HEALTH INSURANCE

19.09.03 The Company will extend coverage to include psychologists at a benefit level of fifty percent (50%) of the cost per visit to a maximum of seven hundred and fifty dollars (\$750.00) per person and one thousand five hundred dollars (\$1,500.00) per family per year.

19.09.04 The Company will provide coverage for hearing aids and tests to a maximum coverage of fifteen hundred (\$1500) per five year period.

19.09.05 Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, and Podiatrists will be covered to a maximum of fifty dollars (\$50.00) per visit to a maximum of one thousand dollars (\$1,000.00) per person per year or two thousand dollars (\$2,000.00) per family per year, less any amount paid to the employees for such services under the employee's provincial medical plan.

19.09.07 The Company will provide coverage for massage therapy, in accordance with the Plan, to a maximum of fifty dollars (\$50.00) per visit and a maximum of four hundred dollars (\$400.00) per person per calendar year or eight hundred dollars (\$800.00) per family per year.

## New Language

19.06 TRAINING

### HOMEWORK - INITIAL TRAINING

As discussed during 2018 bargaining and consistent with the Memorandum of Settlement signed by the parties on or about December 19th, 2017, effective November 18th 2017, employees hired on a permanent basis who successfully complete their initial two (2) week training will receive a credit equivalent to four (4) hours of pay at straight time encompassing any and all training assigned outside of working hours.

This credit will be allocated to eligible employees within 30 days of successful completion of initial training.

Temporary employees are ineligible for the above-mentioned credit.

19.07 GROUP LIFE INSURANCE

19.07.04 Should the Company switch insurance providers; the level of benefits will not be reduced as a result of the change in provider.

19.09 SUPPLEMENTARY HEALTH INSURANCE

19.09.03 The Company will extend coverage to include psychologists, **psychotherapists and Registered Family Therapists** at a benefit level of fifty percent (50%) of the cost per visit to a **combined** maximum of seven hundred and fifty dollars (\$750.00) per person and one thousand five hundred dollars (\$1,500.00) per family per year.

19.09.04 The Company will provide coverage for hearing aids and tests to a maximum coverage of **fifteen hundred (\$1500) per five year period, two-thousand (\$2000.00) per five year period**

19.09.05 Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, Podiatrists **and Chiropracist** will be covered to a maximum of fifty dollars (\$50.00) per visit to a maximum of one thousand dollars (\$1,000.00) per person per year or two thousand dollars (\$2,000.00) per family per year, less any amount paid to the employees for such services under the employee's provincial medical plan.

19.09.07 The Company will provide coverage for massage therapy, in accordance with the Plan, to a maximum of **fifty dollars (\$50.00) eighty dollars (\$80.00)** per visit to a **(\$400.00) per person** maximum of eight hundred dollars (\$800.00) per calendar year per family.

19.09.08 The Company will reimburse the reasonable and customary cost of oral contraception coverage in accordance with Company policies.

19.09.09 Should the Company switch insurance providers; the level of benefits will not be reduced as a result of the change in provider.

## Current Language

### 19.10 DENTAL INSURANCE

### 19.11 VISION CARE PLAN

**19.11.02** The benefits for each employee and each eligible dependent to be not more than three hundred and twenty-five dollars (\$325.00) reimbursement for eyeglasses, contact lenses or laser eye surgery in each period of twenty-four (24) consecutive calendar months, except that for contact lenses prescribed for severe corneal situations, as set out in the Air Canada Employee Benefits Program, available on the Aeronet under MyHR, My Employee Benefits, Employee Benefits – Customer Service Agents, Healthcare, the maximum amount payable shall be three hundred and sixty dollars (\$360.00), payable once during the entire period the person is insured.

### 19.13 WOMEN'S ADVOCATE

**19.13.01** The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay.

**19.13.08** Each Women's Advocate will participate in an initial 40-hour training program organized by Unifor and an annual three-day update training program.

## New Language

### 19.10 DENTAL INSURANCE

**19.10.03** Should the Company switch insurance providers; the level of benefits will not be reduced as a result of the change in provider.

### 19.11 VISION CARE PLAN

**19.11.02** The benefits for each employee and spouse to be not more than three hundred and fifty dollars (\$350.00), and each eligible dependent to be not more than three hundred and twenty-five dollars (\$325.00) reimbursement for eyeglasses, contact lenses or laser eye surgery in each period of twenty-four (24) consecutive calendar months, except that for contact lenses prescribed for severe corneal situations, as set out in the Air Canada Employee Benefits Program, available on the Aeronet under MyHR, My Employee Benefits, Employee Benefits – Customer Service Agents, Healthcare, the maximum amount payable shall be three hundred and sixty dollars (\$360.00), payable once during the entire period the person is insured.

### 19.13 WOMEN'S ADVOCATE

**19.13.01** The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay. The Company reserves the right to obtain a confirmation of the situation of violence from a recognized professional (i.e. doctor or registered medical professional).

Every employee who is a victim of family violence or who is the parent of a minor who is a victim of family violence is entitled to and shall be granted a leave of absence from employment of up to ten (10) days with pay in every calendar year.

**19.13.08** Each Women's Advocate will participate in an initial 40-hour training program organized by Unifor and an annual three-day update training program paid for by the Company.

## Current Language

### LETTER OF UNDERSTANDING NO. 6 – LANGUAGE

#### L6.01 BILINGUAL NUMERICAL LEVELS – CUSTOMER SALES & SERVICE AGENT CLASSIFICATION

**L6.01.01** The following represents the minimum required number of bilingual (French and English) employees within the Customer Sales and Service classification by base and location:

BASE	LOCATION	
	Airports	Call Centres
St. John's, NFLD	5	-
Halifax	20	-
Saint-John, NB	-	120
Montreal	ALL	ALL
Ottawa	40	-
Toronto	120	60
Winnipeg	26	70
Calgary	15	-
Edmonton	10	-
Vancouver	40	-

### LETTER OF UNDERSTANDING NO. 14 - RECIPROCAL TRANSFERS AND CHANGES OF STATUS

#### LETTER OF UNDERSTANDING NO. 17- TEMPORARY EXPANSION OF TASKS/DUTIES

**L17.01** In addition to the expansion of tasks/duties as described in Letter of Understanding No. 16, there will be a continuing need to expand tasks/duties for temporary ad hoc periods not exceeding six (6) months. These temporary assignments, which may supplement those established under LOU 16 or may be in areas other than those listed therein, will be made available in accordance with the following:

## New Language

### LETTER OF UNDERSTANDING NO. 6 – LANGUAGE

#### L6.01 BILINGUAL NUMERICAL LEVELS – CUSTOMER SALES & SERVICE AGENT CLASSIFICATION

**L6.01.01** The following represents the minimum required number of bilingual (French and English) employees within the Customer Sales and Service classification by base and location:

BASE	LOCATION	
	Airports	Call Centres
St. John's, NFLD	5	-
Halifax	20	-
Saint-John, NB	-	15%
Montreal	ALL	ALL
Ottawa	40	-
Toronto	120	15%
Winnipeg	26	-
Calgary	15	-
Edmonton	10	-
Vancouver	40	-

### LETTER OF UNDERSTANDING NO. 14 - RECIPROCAL TRANSFERS AND CHANGES OF STATUS

**L14.02.03** Reciprocal Transfers and Changes of Status will become effective on March 1st or September 1st, or the first day of a new work schedule implementation if mutually agreed upon by the affected employees

**L14.02.04** A transition to Retirement Phase-in status will become effective on March 1st or September 1st, or the first day of the month closest to a new work schedule implementation if mutually agreed upon by the affected employees

#### LETTER OF UNDERSTANDING NO. 17- TEMPORARY EXPANSION OF TASKS/DUTIES

**L17.01** In addition to the expansion of tasks/duties as described in Letter of Understanding No. 16, there will be a continuing need to expand tasks/duties for temporary ad hoc periods not exceeding ~~six (6)~~ **twenty-four (24)** months. These temporary assignments, which may supplement those established under LOU 16 or may be in areas other than those listed therein, will be made available in accordance with the following:

**L17.01.03** Letter of Understanding No. 17 assignments will be filled by the most senior applicant who possesses the necessary qualifications.

## Current Language

### LETTER OF UNDERSTANDING NO. 22 - LEAD AGENTS

#### L22.03 SELECTION PROCESS

**L22.03.01** The Company will provide training material to employees in order to permit them to study and write an exam for a new location or work function.

**L22.03.02** Lead and Relief Lead Agents must have a satisfactory record of employment including attendance, possess the qualifications of a Customer Sales and Service Agent, pass an appropriate qualifying written examination and a structured interview.

**L22.03.03** Once an employee has successfully completed a structured interview for any of the four (4) distinct groups of Lead Agent functions as referred to in L22.01 the employee will be deemed as having successfully done so for all Lead Agent work functions.

**L22.03.04** The qualifying written examination will however be different and independent for each Lead Agent work function as per L22.01.

**L22.03.05** Furthermore, in Call Centres only, the Company may establish different specialized Lead work functions for which the successful completion of a different written examination will be required in order for an employee to be deemed qualified.

**L22.03.06** The qualifying written examination and the structured interview guides will be jointly developed and agreed to by the Company and the Union.

**L22.03.07** Successful completion of this appropriate qualifying written exam will be valid for a period of four (4) years, at which time the employee must re-qualify in accordance with the foregoing.

## New Language

### LETTER OF UNDERSTANDING NO. 22 - LEAD AGENTS

**L22.02.03** Where a Relief Lead is required for coverage for less than forty-six (46) weeks, they may be utilized to cover a CSSA for the balance of those weeks. A Relief Lead may be required to cover a CSSA as the result of either insufficient number of relief employees versus number of vacancies or insufficient required qualification. Preference sheets will be used in the development of relief schedules while respecting seniority of the CSSA and Leads within the overall assignment of work schedules. Qualification requirements will be considered. In Airport locations utilizing the Seniority Relief process, the Leads will not bid seniority relief. The Relief Lead will be assigned a work schedule on a month-to-month basis utilizing preference sheets and seniority within the assignments to the employees.

#### L22.03 SELECTION PROCESS

**L22.03.01** Employees interested in becoming Lead qualified for temporary assignments (such as shift trades, overtime, etc) and/or apply on a Lead or Relief Lead vacancy will undergo a selection process through a written exam and structured interview.

**L22.03.02** The Company will, periodically, make available times slots for employees to pass the exam and, for those employees desiring to perform Lead temporary assignments; the Company will also make slots available to pass structured interviews.

**L22.03.03** Lead and Relief Lead Agents must have a satisfactory record of employment including attendance, possess the qualifications of a Customer Sales and Service Agent, pass an appropriate qualifying written examination and a structured interview.

**L22.03.04** The qualifying written examination and the structured interview guides will be jointly developed and agreed to by the Company and the Union.

#### WRITTEN EXAMINATION

**L22.03.05** The Company will provide training material to employees in order to assist them to write an exam for a new location or work function.

**L22.03.06** The qualifying written examination will be different and independent for each Lead Agent work function as per L22.01.

**L22.03.07** Furthermore, in Call Centres only, the Company may establish different specialized Lead work functions for which the successful completion of a different written examination will be required in order for an employee to be deemed qualified.

## Current Language

**L22.03.08** In the event an employee fails to achieve an 80% score on the appropriate qualifying written examination, one (1) rewrite within sixty (60) days of the effective date of the initial results will be permitted. If unsuccessful, the employee will be ineligible to qualify again for a period of one (1) year.

**L22.03.09** Each eligible employee will be given a structured interview conducted by People Services, one (1) Branch Manager and one (1) Union Representative. To be successful the employee must achieve a 70% score assessed by the panel through a pre-determined point system. If unsuccessful, following options are available to the employee:

(1) The employee may be re-interviewed following six (6) months from his/her interview.

OR

(2) On a one time basis only, the employee may request a second interview within sixty (60) days from the first interview. Should the employee fail this second interview, a one (1) year waiting period will be required prior to any further structured interview for the same work function.

**L22.03.10** Successful completion of the structured interview will be valid for a period of two (2) years from the date the interview results are available.

**L22.03.11** Employees are required to pass the appropriate qualifying written examination and structured interview prior to the closing date of the vacancy notice.

**L22.03.12** Employees who successfully complete the appropriate qualifying examination and structured interview will be deemed to be equally qualified and the employee(s) possessing the greater seniority will be awarded the position(s).

## New Language

**L22.03.08** Successful completion of this appropriate qualifying written exam will be valid for a period of two (2) years, at which time the employee must re-qualify in accordance with the foregoing.

**L22.03.09** In the event an employee fails to achieve an 80% score on the appropriate qualifying written examination, one (1) rewrite within one (1) year of the effective date of the initial results will be permitted. This rewrite will take place during one of the subsequent time slots made available by the Company. If unsuccessful, the employee will be ineligible to qualify again for a period of one (1) year following the date of their last exam taken.

### STRUCTURED INTERVIEW

**L22.03.10** In accordance with L22.03.03, and L22.03.15 for Lead or Relief Lead vacancies, each eligible employee will be given a structured interview conducted by one (1) Air Canada Human Resources representatives, one (1) Branch Manager (hiring manager) and one (1) Union Representative. To be successful the employee must achieve a 70% score.

Upon written request, an unsuccessful candidate will be provided an individual interview report for developmental purposes.

**L22.03.11** For Lead temporary assignment purposes only, successful completion of the structured interview will be valid for a period of two (2) years from the date the interview results are available.

If unsuccessful, the employee may request a second interview within a six (6) month period from the first interview. This second interview will take place during one of the subsequent time slots made available by the Company. Should the employee fail the second interview, a one (1) year waiting period will be required prior to any further structured interview for the same work function.

### LEAD AND RELIEF LEAD SELECTION PROCESS

**L22.03.12** Employees are required to pass the appropriate qualifying written examination prior to the closing date of the vacancy notice.

## Current Language

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- L22.03.13** Notwithstanding Article L22.03.07 and L22.03.10, employees occupying a Lead work function or specialized work function will maintain their qualified status for as long as they are working within their work function or specialized work function.
- L22.03.14** Notwithstanding Articles L22.03.07 and L22.03.10, employees will maintain their qualified status for two (2) years from the date at which they are bumped-out or voluntarily leave the Lead Agent work function.

## New Language

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- L22.03.13** In accordance with L22.03.03, employees who successfully complete the appropriate qualifying examination will be deemed to be qualified to continue to the next step of the selection process (structured interview in accordance with L22.03.14 and L22.03.15).
- L22.03.14** Selection for any Lead or Relief Lead vacancy, in accordance with Article L22.04, will be made from a pool of six (6) to eight (8) candidates that will be comprised of the most senior eligible candidates from among those eligible employees who apply to be a Lead or Relief Lead agents. The Company will have sole discretion to select incumbents from the pool of six (6) to eight (8) qualified candidates.
- L22.03.15** In order to ensure an equitable selection from among the pool of six (6) to eight (8) candidates described above, employees applying on a Lead or Relief Lead, will be required to pass a structured interview for each Lead or Relief Lead vacancy applied on. The results of each structured interview will govern for each individual vacancy.
- NOTE 1:** If unsuccessful at the Lead or Relief Lead vacancy interview, the employee may re-interview for a subsequent Lead or Relief Lead vacancy. Should the employee fail two (2) consecutive interviews, a one (1) year waiting period will be required prior to any further structured interview for the same work function.
- NOTE 2:** In the event the employee is unsuccessful at the Lead or Relief Lead vacancy interview but was successful at a previous interview for a Lead qualification for temporary assignment purposes, they will maintain their Lead qualification in accordance with Article L22.03.08.
- NOTE 3:** In the event the Lead or Relief Lead vacancy interview is the employee's 1st interview (i.e. the employee has not previously interviewed for a Lead qualification for temporary assignment purposes or a previous vacancy), the result of the interview will prevail. If unsuccessful, the employee may re-interview in accordance with L22.03.09 for their Lead qualification for temporary assignment purposes.
- L22.03.16** Notwithstanding Articles L22.03.08 and L22.03.11 and subject to L22.03.14 and L22.03.15, employees will maintain their qualified status for two (2) years from the date at which they are bumped-out or voluntarily leave the Lead Agent work function.
- L22.03.17** Notwithstanding Article L22.03.08, employees occupying a Lead work function or specialized work function will maintain their qualified status for as long as they are working within their work function or specialized work function subject to the requirement for such employees to pass a structured interview for the vacancy applied on, in accordance with L22.03. and L22.04.

## Current Language

### LETTER OF UNDERSTANDING NO. 24 - CONCIERGE FUNCTION

**L24.01** The purpose of the Concierge work function is to provide premium customers with personalized service that compliments the service these customers receive throughout their entire travel experience. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Sales & Service Agents performing the Concierge work function.

#### L24.03 SELECTION PROCESS

**L24.03.01** Notwithstanding the provisions of Articles 6.15.01 and 6.15.01.01, the Company will have the right to select Concierge Agents from the applicants for such vacancies. The local District Chairperson or a designate shall form part of the selection panel to provide input to the process.

NOTE 1: If the candidate achieving the highest score on the interview is not the candidate selected, the Company will provide the Union with a detailed justification for the decision.

NOTE 2: A candidate not selected for a given posting who applies on a subsequent vacancy within a one (1) year period may re-interview or have his candidacy assessed based on the score originally achieved.

### LETTER OF UNDERSTANDING NO. 28 - PAID EDUCATION LEAVE FUND

The Company agrees to provide the Union with an amount of \$60,000 for the Paid Education leave fund by June 1st of every year.

### LETTER OF UNDERSTANDING NO 32 – PREFERENTIAL BIDDING – AIRPORTS

#### L33.05 SELECTION PROCESS

**L33.05.03** The position will be filled by the most senior employee who possesses the necessary qualifications as per L33.05.01 or L33.05.02. The local District Chairperson or a designate shall form part of the selection panel.

NOTE: A candidate not selected for a given posting who applies on a subsequent vacancy within a one (1) year period may re-interview or have their candidacy assessed based on the score originally achieved.

## New Language

### LETTER OF UNDERSTANDING NO. 24 - CONCIERGE FUNCTION

**L24.01** The purpose of the Concierge work function is to provide premium customers with personalized service that compliments the service these customers receive throughout their entire travel experience, **including chauffeuring**. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Sales & Service Agents performing the Concierge work function.

#### L24.03 SELECTION PROCESS

**L24.03.01** Notwithstanding the provisions of Articles 6.15.01 and 6.15.01.01, the Company will have the right to select Concierge Agents from the applicants for such vacancies. The local District Chairperson or a designate shall form part of the selection panel to provide input to the process.

NOTE 1: If the candidate achieving the highest score on the interview is not the candidate selected, the Company will provide the Union with a detailed justification for the decision.

NOTE 2: A candidate not selected for a given posting who applies on a subsequent vacancy within a **one (1) year six (6) month** period may re-interview or have his candidacy assessed based on the score originally achieved.

### LETTER OF UNDERSTANDING NO. 28 - PAID EDUCATION LEAVE FUND

The Company agrees to provide the Union with an amount of **\$60,000 \$100,000** for the Paid Education leave fund by June 1st of every year.

### ~~LETTER OF UNDERSTANDING NO 32 – PREFERENTIAL BIDDING – AIRPORTS~~

[ LOU 32 DELETED ]

#### L33.05 SELECTION PROCESS

**L33.05.03** The position will be filled by the most senior employee who possesses the necessary qualifications as per L33.05.01 or L33.05.02. The local District Chairperson or a designate shall form part of the selection panel.

NOTE: A candidate not selected for a given posting who applies on a subsequent vacancy within a **one (1) year six (6) month** period may re-interview or have their candidacy assessed based on the score originally achieved.

## Current Language

### LETTER OF UNDERSTANDING NO. 34 – WORK AT HOME FOR CUSTOMER RELATIONS

- L34.01** The Company has introduced a Work At Home program for Customer Relations. This program is available to Customer Relations Representatives and Lead Customer Relations Representatives. The conditions of this program are limited to the Work At Home program in Customer Relations and will not form a basis for implementation of a Work At Home program in Call Centres.
- L34.02** Participation in this program is voluntary and employees can cancel their participation at any time upon informing local Management. Lead Customer Relations Representatives as well as the Customer Relations Representatives assigned to sorting duties are required to work from the Customer Relations Centre. However, these employees may be eligible to work from home on an ad hoc basis, subject to approval by local management. Approval of such requests will not be unreasonably withheld.
- L34.04** Customer Relations Representatives will select fixed work schedules and Lead Customer Relations Representative will select rotational work schedules.
- L34.05** Air Canada commits to support employees participating in the Work At Home program by providing the following:
- A laptop to be used exclusively for work-related duties (any other equipment must be supplied at the employee's expense and must be compatible with the equipment provided by the Company);
  - VPN service to access all Air Canada required programs;
  - Technical support for issues related to the use of the laptop or any of the work-related programs;
  - Access to Management and Lead Customer Relations Representatives;
  - Space within the Customer Relations Centre on the days they are scheduled to work in the Customer Relations Centre; and
  - Guidelines regarding occupational health and safety standards for Work At Home locations.
- L34.06** An employee will be eligible to participate in the Work at Home program provided the employee meets the following criteria:
- Has an attendance record at or below the target corporate absenteeism level;
  - Meets or exceeds productivity and quality of work targets targets;
  - Follows corporate guidelines and checklists regarding a safe and ergonomic work environment including guidelines regarding occupational health and safety standards for Work At Home locations;
  - Has an adequate work space available within their home and provides their own appropriate office furniture (e.g. desk, chair, lamp, etc.);

## New Language

### LETTER OF UNDERSTANDING NO. 34 – WORK AT HOME FOR CUSTOMER RELATIONS

- L34.01** The Company has **introduced in place** a Work At Home program for Customer Relations. This program is available to Customer Relations Representatives and Lead Customer Relations Representatives. The conditions of this program are limited to the Work At Home program in Customer Relations and will not form a basis for implementation of a Work At Home program in Call Centres.
- L34.02** Participation in this program is voluntary and employees can cancel their participation at any time upon informing local Management. Lead Customer Relations Representatives as well as the Customer Relations Representatives assigned to **triage**/sorting duties are required to work from the Customer Relations Centre. However, these employees may be eligible to work from home on an ad hoc basis, subject to approval by local management. Approval of such requests will not be unreasonably withheld.
- Note: Processing Specialist are excluded from the Work At Home program.**
- ~~**L34.04** Customer Relations Representatives will select fixed work schedules and Lead Customer Relations Representative will select rotational work schedules.~~
- L34.054** Air Canada commits to support employees participating in the Work At Home program by providing the following:
- A laptop to be used exclusively for work-related duties (any other equipment must be supplied at the employee's expense and must be compatible with the equipment provided by the Company);
  - VPN service to access all Air Canada required programs;
  - Technical support for issues related to the use of the laptop or any of the work-related programs;
  - Access to Management and Lead Customer Relations Representatives;
  - Space within the Customer Relations Centre on the days they are scheduled to work in the Customer Relations Centre; and
  - Guidelines regarding occupational health and safety standards for Work At Home locations.
- L34.065** **Subject to L34.02**, an employee will be eligible to participate in the Work at Home program provided the employee meets the following criteria:
- Has an attendance record at or below the target corporate absenteeism level;
  - Meets or exceeds productivity and quality of work targets;
  - Follows corporate guidelines and checklists regarding a safe and ergonomic work environment including guidelines regarding occupational health and safety standards for Work At Home locations;
  - Has an adequate work space available within their home and provides their own appropriate office furniture (e.g. desk, chair, lamp, etc.);

## Current Language

e) Allows access to the Company, upon appointment, to inspect the home office to ensure compliance with occupational health and safety standards. This inspection will include the Unifor Health and safety Representative or their designate. Forty-eight (48) hours' notice will be provided prior to any home inspection.

f) Has appropriate Hi-Speed internet connection (i.e. download speed of 7.5 mbps, upload speed of 512 mbps and monthly minimum of 60 gb);

g) Provides for a North American long distance plan;

h) Maintains corporate standards and guidelines regarding confidentiality and the protection of personal information;

i) Maintains additional home insurance, if necessary; and

j) Ensures that a home office is permitted under zoning by-laws or restrictions.

- L34.07** All employees who participate in the Work At Home program must meet the following criteria in order to remain in the program:
- a) Meet or exceed productivity and quality of work targets;
  - b) Adhere to their scheduled start and finish times as well as the duration of their daily scheduled breaks and lunch;
  - c) Maintain an attendance record that is at or below the target corporate absenteeism level;
  - d) Be readily available during scheduled working hours when called upon;
  - e) Adhere to Company policies regarding safety requirements in the work space and protection of personal information.

- L34.08** In the event that an employee fails to maintain the standards in L34.07 above, the Company will cancel the employee's participation in the Work At Home program and the employee will return to work at the Customer Relations Centre until such time as the eligibility criteria in L34.06 are met for a reasonable period of time.

- L34.09** In conjunction with the introduction of this Work at Home program, an alternative work schedule will be introduced within Customer Relations to provide seven (7) day coverage.

- L.34.10** The requirements for this alternative work schedule are as follows:
- a) Two (2) employees working from Sunday through Thursday with Friday and Saturday off.
  - b) Two (2) employees working from Tuesday through Saturday with Sunday and Monday off.

## New Language

e) Allows access to the Company, upon appointment, to inspect the home office to ensure compliance with occupational health and safety standards. This inspection will include the Unifor Health and safety Representative or their designate. Forty-eight (48) hours' notice will be provided prior to any home inspection.

f) Has appropriate Hi-Speed internet connection (i.e. ~~download speed of 7.5 mbps, upload speed of 512 mbps and monthly minimum of 60 gb~~) as determined by local management;

g) Provides for a ~~North American~~ **International** long distance plan;

h) Maintains corporate standards and guidelines regarding confidentiality and the protection of personal information;

i) Maintains additional home insurance, if necessary; and

j) Ensures that a home office is permitted under zoning by-laws or restrictions.

- L34.076** All employees who participate in the Work At Home program must meet the following criteria in order to remain in the program:
- a) Meet or exceed productivity and quality of work targets;
  - b) Adhere to their scheduled start and finish times as well as the duration of their daily scheduled breaks and ~~lunch~~ **meal period**;
  - c) Maintain an attendance record that is at or below the target corporate absenteeism level;
  - d) Be readily available during scheduled working hours when called upon;
  - e) Adhere to Company policies regarding safety requirements in the work space and protection of personal information.

- L34.087** **A. Employees not maintaining the criteria provided by L34.07 will, upon returning to the office, have a meeting with management and offered union representation to identify the reasons for their removal from the program;**

**B. A plan will be developed by Air Canada to address the issues resulting in their removal from the program;**

**C. The employee will demonstrate their proficiency to qualify to be reinstated into the work at home program up to a period of six (6) months from their return to the office.**

- L34.098** ~~In conjunction with the introduction of this Work at Home program, an alternative work schedule will be introduced within Customer Relations to provide seven (7) day coverage. Work Schedules within Customer Relations will provide seven (7) day coverage.~~

- L.34.10** ~~The requirements for this alternative work schedule are as follows:~~
- ~~a) Two (2) employees working from Sunday through Thursday with Friday and Saturday off.~~
  - ~~b) Two (2) employees working from Tuesday through Saturday with Sunday and Monday off.~~

## Current Language

### LETTER OF UNDERSTANDING NO. 36 - TRANSFER BETWEEN LOCATIONS – CUSTOMER JOURNEY MANAGEMENT

- L36.01** As of January 1st 2012, a maximum of five percent (5%) of the total number of Customer Journey Management (CJM) employees can annually transfer out of this location.
- L36.02** If a number greater than five percent (5%) of the total number of Customer Journey Management employees accept a transfer offer out of that location for the remainder of 2011, a phased-out approach will be discussed at the Headquarters level.
- L36.03** The above will not apply when staff reductions occur.

### LETTER OF UNDERSTANDING NO. 38 - JOINT HARASSMENT INVESTIGATION PROCESS

This letter of understanding provides for a joint harassment investigation process that the parties will implement on a trial basis for the life of the Collective Agreement. During this trial, the parties agree to meet every six (6) months to review the effectiveness of the process (including whether this joint harassment investigation process should be broadened beyond the application currently outlined in the LOU).

- L38.01** Under this LOU the term, harassment, refers to Discriminatory Harassment, which includes sexual harassment, as well as workplace harassment as defined by the Air Canada policy on workplace harassment. This reference to the Air Canada workplace harassment policy does not incorporate the policy into the Collective Agreement.

- L38.02** This process applies to all complaints where the complainant and the respondent (alleged harasser) are both Unifor employees. However, in instances where a Unifor represented employee is a complainant or a respondent in an alleged harassment matter that involves an employee from another bargaining unit or management, a Union representative appointed by the Union can attend as an observer to the meetings.

## New Language

### LETTER OF UNDERSTANDING NO. 36 - TRANSFER BETWEEN LOCATIONS – CUSTOMER JOURNEY MANAGEMENT

- L36.01** As of January 1st 2012, a maximum of five percent (5%) of the total number of Customer Journey Management (CJM) employees can annually transfer out of this location.

~~**L36.02** If a number greater than five percent (5%) of the total number of Customer Journey Management employees accept a transfer offer out of that location for the remainder of 2011, a phased-out approach will be discussed at the Headquarters level.~~

- ~~**L36.0302** The above will not apply when staff reductions occur.~~

### LETTER OF UNDERSTANDING NO. 38 - JOINT HARASSMENT INVESTIGATION PROCESS

~~This letter of understanding provides for a joint harassment investigation process that the parties will implement on a trial basis for the life of the Collective Agreement. During this trial, the parties agree to meet every six (6) months to review the effectiveness of the process (including whether this joint harassment investigation process should be broadened beyond the application currently outlined in the LOU).~~

- L38.01** Under this LOU the term, harassment, refers to Discriminatory Harassment, which includes sexual harassment, as well as workplace harassment and violence as defined by the Air Canada **Workplace Violence and Harassment Prevention Policy** ~~policy on workplace harassment~~. This reference to the Air Canada **Workplace Violence and Harassment Prevention Policy (the “Policy”)** ~~workplace harassment policy~~ does not incorporate the policy into the Collective Agreement.

- L38.01.01** The Company and Union agree to providing joint training on workplace harassment and violence for all employees, including members of local management to begin within 1 year from ratification of this agreement and within 1 year of employment for new hires. Recurrent training will be provided every 2 years following the initial training. The Company will cover all costs associated with the training and the Union will cover the costs for the Union trainer.

- L38.02** This process applies to all complaints where the complainant and/or the respondent ~~(alleged harasser)~~ **are both is a** Unifor **employees member**. ~~However, i~~ **In** instances where a Unifor represented employee is a complainant or a respondent in an alleged harassment matter that involves an employee from another bargaining unit ~~or management~~, a Union representative appointed by the Union can attend **all interviews** as an observer to the meetings. **The observer is bound by the same confidentiality standards as any other employee involved in the investigation.**

## Current Language

### L38.03 COMPLAINT PROCESS

**L38.04.01** An employee who believes they are a victim of harassment should make their objection known to the alleged harasser, directly or through a third party, and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help from their local manager and/or Union representative to facilitate a meeting between the parties. The Union representative and local manager will meet the complainant together to review their concerns and subsequently meet the respondent. The Company and the Union will undertake to meet in order to resolve the matter quickly and appropriately in the spirit of establishing a better working relationship/environment.

**L38.04.04** Stage 1 resolutions should be completed within two (2) weeks from the date of the initial complaint.

**L38.04.05** When complaints are resolved at this stage, the Company and Union will keep a brief summary of the conflict and its resolution in a confidential conflict resolution file for a period of one (1) year from the date of the complaint, at which time the summary will be removed from both the Company and Union's conflict resolution file. The sole purpose of retaining the summary is to address situations of repeated behaviours during this period and to preserve records in the event that a complaint is filed before the Canadian Human Rights Commission.

**L38.05.01** If the matter remains unresolved or the Union or Company has opted to bring the matter to Stage 2, the Complainant will file the complaint in writing with both the Company's Harassment Officer and the Union's Human Rights Coordinator. The complaint must be signed and contain sufficient detail.

**L38.05.03** When an investigation is required, the Union and the Company will each select an individual who will act as an investigator or will communicate the names of their designate. Alternatively, the Union and the Company may jointly select an external investigator with all costs shared equally.

## New Language

### L38.03 COMPLAINT PROCESS

**L38.04.01** An employee who believes they are a victim of harassment should make their objection known to the alleged harasser, directly or through a third party, and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for help from their local manager and/or Union representative to facilitate a ~~meeting between the parties~~ resolve. The Union representative and local manager will meet the complainant together to review their concerns and subsequently meet the respondent ~~to present those concerns~~. The Company and the Union will undertake to meet in order to resolve the matter quickly and appropriately in the spirit of establishing a better working relationship/environment. ~~Where it is not possible for the local manager and union representative to resolve the matter jointly, the person attempting to resolve the matter should inform their counterpart of the complaint and the resolve.~~

**L38.04.04** Stage 1 resolutions should be completed ~~as soon as possible~~, but no later than ~~within~~ two (2) weeks from the date of the initial ~~meeting with the~~ complainant.

**L38.04.05** When complaints are resolved at this stage, the Company and Union will keep ~~an Informal Conflict Resolution Report outlining~~ the summary of the conflict and its resolution in a confidential file for a period of ~~one (1) three (3)~~ years from the date of the complaint, at which time the summary will be removed from both the Company and Union's ~~conflict resolution~~ files. ~~The local manager in the informal process must send a copy of the Informal Conflict Resolution Report to the Air Canada Harassment Office, who will then copy the Unifor Local 2002 Human Rights Coordinator.~~ The sole purpose of retaining the ~~summary~~ ~~Informal Conflict Resolution Report~~ is to address situations of repeated behaviours during this period and to preserve records in the event that a complaint is filed before the Canadian Human Rights Commission.

**L38.05.01** If the matter remains unresolved or the Union or Company has opted to bring the matter to Stage 2, the Complainant ~~will file the~~ is encouraged to submit their complaint in writing ~~with both the Company's Harassment Officer and the Union's Human Rights Coordinator. The complaint must be signed and contain sufficient detail by completing the Air Canada Workplace & Violence Complaint Form (ACF25D) which is available on the Aeronet. The form is to be submitted to the Air Canada Harassment Office, by email or regular mail as indicated on the form, and a copy will be forwarded to the Unifor Local 2002 Human Rights Coordinator.~~

**L38.05.03** When an investigation is required, the Union and the Company will each select ~~an individual~~ a ~~Competent Person~~ who will act as ~~an~~ investigators or will communicate the names of their designate. Alternatively, the Union and the Company may jointly select an external investigator with all costs shared equally.

## Current Language

### L38.06 REVIEW PROCESS

**L38.06.01** Where the complainant and/or respondent is not satisfied with the Company decision, a letter requesting a review of the decision will be sent to the Director Labour Relations within fourteen (14) days of receipt of the decision. The letter will contain sufficient information to detail the reasons why the employee is requesting a review.

**L38.06.04** Despite other language in this Collective Agreement regarding the imposition of discipline and the filing of a grievance, the appeal of discipline, excluding discharge, arising from harassment complaints that are initiated under this LOU and thus subject to a joint investigation process, will be resolved through this review process. Accordingly, this review process is not available in cases of harassment which fall beyond the current scope of this joint investigation process (harassment complaints involving members from other unions or management).

### LETTER OF UNDERSTANDING NO. 39 - AIRPORT – REASSIGNMENT PRIOR TO SHIFT COMMENCEMENT

**L39.01** Pursuant to Article 3 of the Collective Agreement, the Company has the right to reassign employees day-of.

**L39.02** The Parties acknowledge that high quality customer service is best achieved by assigning employees who possess the required qualifications to perform the assigned function. As such, the parties agree that, for the life of the current Collective Agreement, the following order will apply:

- 1) Qualified relief agents
- 2) Qualified shift trades
- 3) Qualified bid agents

provided the employee has sufficient shift hours in order to complete the reassignment.

## New Language

### L38.06 REVIEW PROCESS

**L38.06.01** Where the complainant and/or respondent is not satisfied with the **Company decision, a letter requesting a review of the decision will be sent to the Director Labour Relations within fourteen (14) days of receipt of the decision. The letter will contain sufficient information to detail the reasons why the employee is requesting a review outcome/findings of the investigation, they may request a review of the decision. The request for a review shall be sent in writing to the Director of Labour Relations and/or the President of the Local within 14 days of receipt of the decision. The request shall contain sufficient information to detail the reasons for the appeal/review.**

**L38.06.04** Despite other language in this Collective Agreement regarding the imposition of discipline and the filing of a grievance, the appeal of discipline, excluding discharge, arising from harassment **and violence** complaints that are initiated under this LOU and thus subject to a joint investigation process, will be resolved through this review process. **Accordingly, this review process is not available in cases of harassment which fall beyond the current scope of this joint investigation process (harassment complaints involving members from other unions or management).** As such, the review of the imposition of discipline shall be reviewed by the Director of Labour Relations and the President of the Local in consultation with the Chair of the Bargaining Committee and the Manager of Labour Relations.

**Where the grievance is unresolved, it will be escalated to expedited arbitration with a single arbitrator who shall be selected by mutual agreement between the Company and the Union.**

### LETTER OF UNDERSTANDING NO. 39 - AIRPORT – REASSIGNMENTS **PRIOR TO SHIFT COMMENCEMENT**

#### **After Shift Commencement**

**L39.01** Pursuant to Article 3 of the collective agreement, the Company has **discretion** ~~the right~~ to reassign employees **as it deems required, once their shift has commenced day of.**

#### **Prior to Shift Commencement**

**L39.02** The Parties acknowledge that high quality customer service is best achieved by assigning employees who possess the required qualifications to perform the assigned function. As such, the parties agree that, for the life of the current Collective Agreement, the following order will apply:

- 1) Qualified relief agents
- 2) Qualified shift trades
- 3) Qualified bid agents

provided the employee has sufficient shift hours in order to complete the reassignment.

**LETTER OF UNDERSTANDING #39.02**

As discussed during the 2018 round of collective bargaining, the parties recognize the difficulty in reconciling the legitimate and competing parameters to be considered in the application of L39.02.

As a result, a 26 weeks type trial will be conducted at Toronto Airport within fourteen (14) days of ratification during which, qualified bid agents (point 3 above) will be reassigned in inverse order of seniority.

Upon conclusion of the type trial, the parties will review the results at Headquarter level and discuss feasibility of implementing reassignment of qualified bid agents in inverse order of seniority for the duration of the collective agreement.

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**(NEW) LOU XX - SIDE LETTER**

**CUSTOMER SALES AND SERVICE AGENT CLASSIFICATION TITLE**

As discussed during the 2018 round of collective bargaining, it is agreed by the Parties that the introduction of Letter of Understanding XX regarding Training Failures is not meant to encompass initial training in line with the deployment of the PSS (Amadeus) system.

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**LETTER OF UNDERSTANDING XX TRAINING FAILURES**

The Company and Union recognize that successfully completing training constitutes a condition of continued employment and as such, the parties recognize the importance of employees attending and successfully completing training assigned and scheduled by the Company. The parties further recognize the significant operational impact of employees failing to successfully complete training, whether, it is tied to a bid position or not.

As a result, employees failing to attend or failing to successfully complete (training failure) any training scheduled by the Company will receive a written Letter of Advice designed to remind them of the importance of attending and successfully completing training.

Employees having experienced a second training failure may be assessed with a range of measures including, but not limited to, rescheduled for training during the current or subsequent schedule, being removed from their bid line and placed on relief (provided a monthly schedule), and/or any other measure appropriate in each circumstance.

**MEMORANDUM OF UNDERSTANDING NO. 2 - RETIREMENT PHASE-IN WITH PART-TIME EMPLOYMENT**

12. All employees enrolling in the program as of January 1st, 2016 will be paid in accordance with Articles 5.04.01 and 5.04.02. However, the rate of pay will not exceed a maximum of \$26.87 per hour.

**MEMORANDUM OF UNDERSTANDING NO. 2 - RETIREMENT PHASE-IN WITH PART-TIME EMPLOYMENT**

12. All employees enrolling in the program as of January 1st, 2016 will be paid in accordance with Articles 5.04.01 and 5.04.02. ~~However, the rate of pay will not exceed a maximum of \$26.87 per hour.~~

## Current Language

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### MEMORANDUM OF UNDERSTANDING NO. 6 - CALL CENTRES

The Company commits that employees with a seniority date of April 1, 1999 or earlier located in Winnipeg, Toronto, Montreal and Saint John, will not be laid off or relocated from their base due to a closure of a Call Centre. The Company further commits that any reduction in staff from these bases will be accomplished by attrition and/or voluntary severance programs agreed to by the Company and the Union in accordance with the following:

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### MEMORANDUM OF UNDERSTANDING NO. 11 – SPECIAL ASSIGNMENTS (APPLICATION OF 8.03)

In such situations, this process will be followed by the airport location requiring additional staffing support:

1. make overtime available to qualified employees;
2. change the status of part-time employees willing to accept temporary full-time upgrades, provided such temporary upgrades will mitigate the staffing shortage;
3. discuss any other measures identified in order to mitigate the staffing shortage between local management and the local District Chairperson prior to implementation.

## New Language

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### MEMORANDUM OF UNDERSTANDING NO. 6 - **CALL CONTACT CENTRES**

The Company commits that employees with a seniority date of April 1, 1999 or earlier located in **Winnipeg, Toronto, Montreal, and Saint John Call Centres, Calgary Customer Relations and Toronto Customer Journey Management (CJM)** will not be laid off or relocated from their base due to a closure of **one of the above enumerated Contact Centres components a Call Centre**. The Company further commits that any reduction in staff from these bases will be accomplished by attrition and/or voluntary severance programs agreed to by the Company and the Union in accordance with the following...

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### MEMORANDUM OF UNDERSTANDING NO. 11 – SPECIAL ASSIGNMENTS (APPLICATION OF 8.03)

In such situations, this process will be followed by the airport location requiring additional staffing support:

1. make overtime available to qualified employees;
2. change the status of part-time employees willing to accept temporary full-time upgrades, provided such temporary upgrades will mitigate the staffing shortage;
3. discuss any other measures identified in order to mitigate the staffing shortage between local management and the local District Chairperson prior to implementation.
4. **If measures include employees from other locations, communication will be provided to those affected local District Chairpersons.**

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### **PROTOCOL HARD STANDS**

**As discussed during 2018 bargaining, hard stand protocols will continue to be developed locally at each Airport location.**

**The District Chair (or their designate) will be advised in advance of implementation of any hard stand protocol developed or change to any existing hard stand protocol.**

**The recommendations of the District Chair will be considered by the Company before implementation.**

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### **UNION LOGISTICAL ARRANGEMENTS**

**As discussed during 2018 bargaining, regarding item U88, a locked cabinet will be made available to the Winnipeg (YWG) Airport District Chairperson as well as the Customer Journey Management (CJM) District Chairperson. Furthermore, a mobile communication device (tablet or other) will be made available to the Vancouver (YVR) Airport District Chairperson.**

## APPENDIX X

### Workplace Accommodation Process

Air Canada and Unifor-Canada, Local 2002 recognize the importance of collaboration in order to satisfy their respective duty to accommodate obligations under the Canadian Human Rights Act (“Act”). Accordingly, they have jointly established the following process to assist with accommodating Unifor represented employees who require accommodation due to a medically confirmed temporary or permanent disability.

#### General Principles

Within a workplace setting, the duty to accommodate refers to the obligations of three primary workplace parties - the employer, the union and the employee(s) (Note: workplace parties can also encompass, among others, the employee’s WCB Case Manager, health provider, Corporate Disability Management Case Manager, Labour Relations and the employee reliability department or equivalent). The workplace parties are mandated to address circumstances that have already or may potentially have an adverse impact on individuals or groups with a medically confirmed disability. For greater clarity, this means that:

- the employer must explore options for providing employees with disabilities with suitable, meaningful and productive modified duties or alternate work that meets their medical limitations and functional abilities;
- Unifor must assist the employer and the employee to explore modified duties and alternate work and must take concrete means to facilitate employee’s safe and timely workplace accommodation;
- the employee must cooperate with all workplace parties by providing objective and relevant medical information necessary to support accommodation in a timely manner and must openly explore and consider all reasonable alternate work arrangements proposed by the employer and/or the union.

However, the duty to accommodate is not unlimited. An employer, union and even an employee must explore and apply accommodation measures until such time as the measures bring about unreasonable difficulties based on health, safety and/or financial considerations. This means that:

- an employee’s right to equality must be balanced against Air Canada’s right to run a productive business;
- an employee’s right to equality must be balanced against Unifor’s obligation to represent other members within the bargaining unit;
- an employee is not entitled to their ideal accommodation position within the workplace but rather one that is suitable and reasonable and includes seniority considerations;
- undue hardship must be assessed based on the circumstances of each case.

As such, the following process is endorsed by the union and the employer.

PERMANENT ACCOMMODATION REQUEST	TEMPORARY ACCOMMODATION REQUEST
<p><b><u>Step 1 – Medical Substantiation</u></b></p> <p>An employee must provide objective medical documentation to Occupational Health Services (OHS), unless the restrictions have been determined by the Insurer (i.e. WCB, Canadian Benefits).</p> <p>If determined by the Insurer, the Insurer will provide Corporate Disability Management (CDM) with objective functional restrictions and limitations. CDM will communicate same to the appropriate workplace parties.</p> <p>If there is an inconsistency between the functional restrictions and limitations established by a provincial workers’ compensation board (WCB) and the employee’s doctor, the determination of the (WCB) will prevail. This will not however preclude the parties from appealing the determination of the WCB.</p> <p>If there is an inconsistency between the functional restrictions and limitations established by the Insurer (Canadian Benefits), OHS and/or the employee’s doctor, a Functional Capacity Evaluation (FCE) or Independent Medical Examination (IME), where suitable, will be conducted with the cost shared equally between the employer and the union. This does not preclude the employee from appealing the determination of the Insurer within the prescribed timeframe.</p>	<p><b><u>Step 1 – Medical Substantiation</u></b></p> <p>An employee must provide objective medical documentation to Occupational Health Services (OHS), unless the restrictions have been determined by the Insurer (i.e. WCB, Canadian Benefits).</p> <p>If determined by the insurer, the insurer will provide Corporate Disability Management (CDM) with objective functional restrictions and limitations. CDM will communicate same to the appropriate workplace parties.</p> <p>The assigned CDM Case Manager will provide information to the Employee Reliability Manager or equivalent relating to the employee’s medical restrictions, functional abilities and the duration of the restrictions. As noted below, if the employee’s request for accommodation goes beyond the original duration of the restrictions, additional medical substantiation will be required (see step 4 below).</p>

PERMANENT ACCOMMODATION REQUEST	TEMPORARY ACCOMMODATION REQUEST
<p>The employer will establish a list of facilities that are capable of performing the FCE or IME and the union will select one. The results of the FCE or IME will be provided to OHS who in turn will communicate the employee’s medical restrictions and functional abilities to the assigned Employee Reliability Manager or equivalent, CDM, employee and union. The employer, union and employee will be governed by the results of the FCE or IME.</p> <p>Accommodation will be implemented based on the FCE or IME assessment and findings.</p> <p>The employer may request updated information concerning the medical restrictions and functional abilities, as needed. This information would not normally be requested more than once a year, unless particular circumstances warrant a more prompt review.</p> <p><b><u>Step 2 – Exploring Accommodation Options</u></b></p> <p>Prior to each bid the employer will provide the local Union representative with a list of all current permanent accommodated employees including their restrictions and possible work positions/tasks as identified by the employer. The union will provide the employer any additional options or positions that should be removed from the list of positions available to accommodate employees. This list should be updated with any changes no later than 21 days prior to the bid.</p> <p>Subsequently, a tri-party meeting will take place between the union, the Employee Reliability team or equivalent and the employee to review the positions/tasks that meet the employee’s medical restrictions and functional abilities. Any changes to the list of accommodation positions/tasks should be discussed during this meeting. Once the list of potential accommodation positions / tasks has been established, the Abilities Profile document will be provided and signed by all three parties (employee, Employee Reliability Manager (or equivalent) and union representative). If there are no changes to the Abilities Profile in subsequent bids, a copy of the most recent Abilities Profile will be provided to the employee and Union and only if there is a dispute/change will another tri-party meeting be required. However, a tri-party meeting can be requested by the employee, union or employer. The meeting must take place at least 14 days prior to the bid.</p> <p>The review of accommodation positions/job duties should include as many options as possible. This review should be initially conducted in the employee’s current work location and pre-disability position. However, if accommodation is not possible within the employee’s current work location and pre-disability job other work locations and alternative positions/job duties must be explored by all parties, including outside of the employee’s current bargaining unit.</p> <p>Accommodated employees will not be permitted to bid relief lines, unless an employee’s restrictions do not impede the performance of all required relief functions.</p>	<p><b><u>Step 2 – Exploring Accommodation Options</u></b></p> <p>Employee Reliability or equivalent will coordinate the employee’s return to work and temporary accommodation with all workplace parties. Modified duties and/or work hours will be implemented based on employee’s confirmed medical restrictions and functional abilities.</p> <p>Employee Reliability or equivalent will review the restrictions against operational requirements. The shift pattern/times closest to the employees bid will be identified, where possible.</p> <p>Alterations to an employee’s established shift pattern or usual duty assignment will be discussed with the District Chair or their designate prior to implementation.</p>

PERMANENT ACCOMMODATION REQUEST	TEMPORARY ACCOMMODATION REQUEST
<p><b><u>Step 3 – Assigning Accommodation Positions</u></b></p> <p>Once the bid package is developed, the employer will identify what line numbers are available for each permanent accommodated employee and will provide the list to the union. The union must advise the employer no later than 7 days prior to the first day of the bid if any lines are to be pulled in advance. The remaining employees will bid in seniority order.</p> <p>Note: As the bid process becomes automated, this process will need to be reviewed and modified.</p> <p>The union will be provided with the final list of all lines available for each accommodated employee. The union representative and Employee Reliability Manager (or equivalent) in the bid room will monitor the list of possible lines throughout the bid. When there is only one possible line left, the union will pull that line for the individual requiring the accommodation. This may result in the employee receiving a line beyond what their seniority would normally allow. No supernumerary positions will be created throughout the bid process or during the bid as a result of the accommodation.</p> <p>If the employee requests temporary or permanent accommodation after the bidding process, the employer will endeavor to accommodate the employee in a vacant line or open relief line until the employee has an opportunity to bid within seniority at the following bid.</p> <p>If there is a dispute regarding the potential positions/tasks in which an employee can be accommodated, the dispute will be raised to the Senior Director, Labour Relations and the Unifor National Representative.</p>	<p><b><u>Step 3 – Assigning Accommodation Positions</u></b></p> <p>A written offer of temporary accommodation will be provided to the employee and local union representative. No shift trades or reduced overtime (RO) will be permitted during the temporary accommodations to ensure the rehabilitation schedule is adhered to for work hardening purposes. No overtime will be worked by the employee beyond their restrictions.</p> <p>Employee Reliability will provide a copy of the temporary offer of modified duties and/or work hours to the union representative and the assigned CDM Case Manager for ongoing case management.</p> <p>All accommodated employees must carry their temporary accommodation letter with them at all times while on duty. This will ensure that any reassignments are safe and suitable.</p> <p>If the employee is placed on a work hardening program, any vacation will be displaced and the employee will not be eligible for Reduced Overtime (RO) until completion of the program, unless exceptional circumstances exists. Similarly, shift trades and the working of overtime may also be limited to ensure adherence to the work hardening program.</p> <p><b><u>Step 4 – Extension of Accommodations</u></b></p> <p>If the employee requires additional modified duties beyond the scheduled period provided, the employee must provide updated objective medical to either OHS or the Insurer (i.e. WCB, Canadian Benefits) in conjunction with CDM for review in relation to the employee’s ongoing temporary workplace accommodation and advise accordingly (i.e. whether temporary duties are suitable or not).</p> <p><b><u>Step 5 – Return to Full Duties</u></b></p> <p>If no further medical is provided, the employee will resume their normal scheduled duties at the conclusion of the temporary accommodation. The employee is responsible for confirming their schedule following the temporary accommodation.</p> <p>Once the employee returns to full duties and full hours Employee Reliability will inform OHS or CDM and the union in order to bring the claim to closure and advise the Insurers as necessary.</p>







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