



AIR CANADA

COLLECTIVE AGREEMENT

BETWEEN

AIR CANADA

AND THOSE EMPLOYEES IN THE SERVICE OF

AIR CANADA

AS REPRESENTED BY

**UNIFOR
LOCAL 2002**

Contract No. 32

As modified by the Memorandums of Agreement
dated March 5, 2020

Effective: February 29, 2020 to February 28, 2026

THIS COLLECTIVE AGREEMENT BOOKLET IS THE PROPERTY OF:

PLEASE PRINT

Surname _____

Given or first name _____

Address _____

City _____

Province _____ Postal Code _____

I am employed at: **AIR CANADA**

Address _____

City _____

Province _____ Postal Code _____

IF FOUND, PLEASE MAIL THIS BOOK TO EITHER OF THE ABOVE ADDRESSES.

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ARTICLE 1 PURPOSE OF AGREEMENT AND DEFINITIONS

- 1.01** The purpose of this Agreement is in the mutual interest of the Company and the employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully both individually and collectively for the advancement of that purpose.
- 1.02** The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike, and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement.
- 1.03** In view of the orderly procedure established by this Agreement as required by the Code for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout, either complete or partial.
- 1.04** **DEFINITIONS:** The following words, as used throughout the Agreement, shall convey the meaning appended to them.
- 1.04.01** **Agreement** – means the Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and accredited Union Officers/ Representatives.
- 1.04.02** **Base** – means geographical area served by the Company where employees are employed. A base may contain more than one location.
- 1.04.03** **Bilingual** – means an employee speaking both French and English, unless otherwise stipulated.
- 1.04.04** **Branch** – means any one of the Branches of the Company as designated in the Company Regulations Manual.
- 1.04.05** **Day(s)** – means a twenty-four (24) hour period beginning at midnight. Unless otherwise specified in this Collective Agreement, day(s) refers to calendar days.
- 1.04.06** **Classification** – means a classification as defined in Article 4.
- 1.04.07** **Company** – means Air Canada and Air Canada Rouge as represented through Officers and Management at various levels or their delegated representatives. ||
- 1.04.08** **Employee** – means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.

- 1.04.09 Furlough** – means the employee is laid off without recourse to bumping procedures.
- 1.04.10 Holiday** – means both paid general holidays, as provided for in the Canada Labour Code, and any additional negotiated paid holidays as listed in Article 13.01.
- 1.04.11 Language Requirement** – for the purpose of this Agreement shall refer to French/English bilingual requirements.
- 1.04.12 Location** – means an office or place of business within a base where employees are employed, i.e.:
- CC – Call Centres
 - ARPT – Airport Passenger Office(s)
 - CJM – Customer Journey Management
 - CR – Customer Relations Office(s)
- 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)
 - Easter
 - Family Day
 - Any other event mutually agreed to by the Company and the Union at the Headquarters level
- 1.04.14 Requirements of the Service** – means a situation which calls for immediate action and which could not be predicted nor pre-planned for.
- 1.04.15 Shift** – means a scheduled period of time within a day, as described in a Work Schedule or Sub-Schedule, for which an employee is required to be present.
- 1.04.16 Status** – Status shall mean part-time and full time.
- 1.04.17 Supervisory Personnel** – means any Company personnel whose duties include the administrative supervision of others, and who are not covered by the Agreement.
- 1.04.18 Union** – means Unifor and its Local 2002.
- 1.04.19 Vertical Lines** – means a revision effective with the current Agreement. A single vertical line denotes an editorial change. A double vertical line denotes a negotiated revision effective with the current Agreement.
- 1.04.20 Work Schedule** – means a projection of all scheduled shifts at a location with regard to scheduled days on and days off, including shift starting and terminating times.

1.04.21 **In writing** – means that the communication must be in a written form that can be verified, such as e-mail or internal Company electronic systems (e.g. eTools, Streamline Tools, TotalView).

NOTE: Any new means of communication shall be agreed upon by the company and the union at the headquarters level.

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

ARTICLE 2 UNION RECOGNITION

2.01 The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, as defined in Article 1.04.

2.02 Hours of work, wages and other conditions of employment, as governed by this Agreement, apply only to those employees within the territorial limits of Canada, and those classifications specifically mentioned hereinafter.

2.03 The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement, unless specifically provided for herein.

NOTE 1: Management Trainees at a location are exempt from this provision for a period not to exceed thirty (30) days, provided such Management Trainees are not assigned as a contingent part of the employee work force.

NOTE 2: Management personnel shall be exempt from this provision when the requirements of the service, as defined in Article 1.04.14, are such that customer delays or inconveniences could reasonably be expected to occur without their intervention.

NOTE 3: With regard both to existing Company locations, or whenever a new location becomes operative, tasks or duties normally/regularly performed by employees will be performed by members of the Union. The Company further commits itself that Station Agents' II will not be employed at any locations other than those where they are presently employed.

NOTE 4: At locations where there are two (2) or less employees, a person in the Sales & Service Branch not covered by this Agreement may be required to perform any of the duties covered by this Agreement for a period of not more than fifteen percent (15%) of their work day.

NOTE 5: Travel Trade Students are exempt from this provision provided they are not assigned as a contingent part of the employee work force.

ARTICLE 3 RESERVATIONS OF MANAGEMENT

- 3.01** The control and direction of the employee work force, including the right to hire, suspend or discharge for cause, terminate, to advance or step back in classification, to reassign, to transfer or lay off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- 3.02** Those enumerations shall not be deemed to exclude other prerogatives not enumerated. Any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company, except those specifically abridged, delegated, granted or modified by this or any supplementary agreements that may be made in the future. It is understood that none of the foregoing shall detract from the right to lodge a grievance or appeal in the manner and to the extent herein provided.
- 3.03** It is expressly understood and agreed that management rights as set out in Articles 3.01 and 3.02 hereof are subject to the provisions of this Agreement, and shall not be exercised in a manner inconsistent herewith.

ARTICLE 4 SCOPE OF AGREEMENT

4.01 All Company personnel who are employees within the territorial limits of Canada and within the following defined classifications are covered by this Agreement.

4.02 **Customer Sales and Service Agent** – Comprises all those employees who perform (in person, by telephone, or through any media including social media) Customer Journey Management, direct marketing sales and service functions and passenger sales and service functions including contacts with the public, disseminating information, making reservations, processing reservations messages, assembling reservations data, issuing tickets, serving the public at Sales and Airport counters and gate locations, acting as Ground Hosts and Hostesses, and performing other related duties to any of the foregoing.

This also includes all those employees who perform the function of a Lead Agent. The principal function of a Lead is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of that group. Additional responsibilities include employee assignment, on the job training and instruction. Lead Agents shall not be permitted to be directly involved in the discipline of any other employee.

4.03 **Customer Relations Representative** – Comprises all those employees who respond to enquiries directed to the Customer Relations department at Air Canada (which includes Air Canada Jazz, tier three carriers operating under AC flight numbers and STAR Alliance partners), from internal and external customers, by Canada Post, fax, e-mail, social mediums or other electronic mediums which either exist today or that will be developed in the future. Included in this work is the sorting and distribution of customer correspondence to the applicable departments, the research and evaluation of customer issues and the composing of written responses and/or speaking to the customer directly. Included in these duties representatives may authorize or amend reservations, determine appropriate payment of compensation, waive penalties within departmental guidelines, and perform other duties related to any of the foregoing. Notwithstanding, this does not preclude management from responding to issues of a unique or specialty nature in accordance with existing practices.

This also includes all those employees who perform the function of a Lead Customer Relations Representative. The principal function of a Lead Customer Relations Representative is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of that group. Additional responsibilities include employee assignment, on the job training and instruction. Lead Customer Relations Agents shall not be permitted to be directly involved in the discipline of any other employee.

4.04 **Processing Specialist** – Comprises all those employees in the Customer Relations 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, refunds and performing other duties related to any of the foregoing.

4.05

The Company may reclassify employees or create new or different classifications covering tasks related to or performed under this Agreement. If such classification comes within the recognition or certification of the Union, it is agreed that the Union may open the Agreement and negotiate the wages for such classification, unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new rate will become part of the normal bargaining process.

ARTICLE 5 RATES OF PAY, SHIFT PREMIUMS, LONGEVITY PAY

5.01 Rates of pay as enumerated are on a hourly basis and are established on the basis of a working week as provided for in Article 6.01.

5.02 The Company, at its discretion, may pay higher rates than the graduated scale, but not in excess of the maximum. If a province's minimum wage rate exceeds the entry rate of any wage scale, the first step of the scale will be adjusted to the minimum wage for that province. Any employee hired above the first step will continue to progress on an annual basis.

5.03 A training period of not more than four (4) weeks at the first fifty-two (52) week rate may be required before the fifty-two (52) week pay period begins to run out. Scheduled advancement in pay within the salary scales established by this Agreement shall be upon the first day of the pay period following completion of service of each period of fifty-two (52) weeks.

5.04 RATES OF PAY**5.04.01 Customer Sales & Service Agent and Customer Relations Representatives****B Scale**

Step	Current		2020	2021	2022	2023	2024	2025
1	\$14.00	→	\$16.00	\$16.00	\$16.56	\$17.00	\$17.14	\$17.74
2	\$14.50	→	\$16.50	\$18.16	\$18.70	\$19.36	\$20.04	\$20.74
3	\$15.00	→	\$17.00	\$19.43	\$20.01	\$20.71	\$21.43	\$22.18
4	\$15.50	→	\$17.50	\$20.69	\$21.31	\$22.06	\$22.83	\$23.63
5	\$16.00	→	\$18.00	\$21.96	\$22.62	\$23.41	\$24.23	\$25.08
6	\$17.50	→	\$19.00	\$23.23	\$23.92	\$24.76	\$25.63	\$26.52
7	\$19.00	→	\$20.10	\$24.49	\$25.23	\$26.11	\$27.03	\$27.97
8	\$20.50	→	\$21.60	\$26.89	\$27.70	\$28.67	\$29.67	\$31.17
9	\$22.00	→	\$23.10					
10	\$23.50	→	\$24.60					

A Scale

	Current	2020	2021	2022	2023	2024	2025
YoY % Increase		LS \$6k & 3.0%	2.0%	2.0%	2.0%	2.0%	LS \$4k
Top Step	\$27.96	\$28.80	\$29.38	\$29.96	\$30.56	\$31.17	\$31.17

5.04.02 Processing Specialist

Step	Current Rate		2020	2021	2022	2023	2024	2025
1	\$15.50		\$16.00	\$16.48	\$16.97	\$17.48	\$18.01	\$18.91
2	\$15.75		\$17.00	\$17.51	\$18.04	\$18.58	\$19.13	\$20.09
3	\$16.50		\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$21.27
4	\$17.50		\$19.00	\$19.57	\$20.16	\$20.76	\$21.38	\$22.45
5	\$18.75		\$20.00	\$20.60	\$21.22	\$21.85	\$22.51	\$23.64
6			\$21.00	\$21.63	\$22.28	\$22.95	\$23.64	\$25.08

5.05 Customer Sales and Service Agent & Customer Relations Representatives that are granted a Lead Agent work function will receive a Lead Premium of 15%

5.06 All hours not worked will be recorded and the applicable time debits will be made on an hourly basis by the amount of the applicable hourly rate, and the number of hours so deducted, as well as the number of hours credited as overtime/recall shall be shown on a pay statement accompanying such pay cheque.

5.07 Employees will be paid a premium equivalent to four percent (4%) of their hourly rate for hours worked between 2300 and 0500.

ARTICLE 6 HOURS OF WORK, MEAL PERIOD AND BREAKS, REST PERIOD, WORK SCHEDULES, SHIFT BIDS, RELIEF SHIFT SCHEDULES, SHIFT AND WORK SCHEDULE ALTERATIONS, BID LINE VACANCIES WITHIN A LOCATION, SHIFT TRADES

6.01 HOURS OF WORK

6.01.01 The standard full-time work week shall be forty (40) paid hours. The standard work day shall be eight (8) consecutive hours inclusive of meal and breaks.

6.01.02 The standard part-time work week shall be between twenty (20) and twenty-four (24) paid hours and may vary during a given work schedule. The standard work day shall be between four (4) and eight (8) consecutive hours inclusive of meal and breaks.

6.01.03 During peak periods part-time employees may volunteer to have their scheduled work hours increased between greater than twenty-four (24) and up to thirty-two (32) hours. The scheduled hours for part-time employees may vary within the course of the work schedule.

NOTE 1: All shifts will be bid in seniority order from amongst all part-time employees. In the event these shifts are not bid, part-time employees hired after February 28th 2011 will be required to bid these increased work hour schedules.

NOTE 2: When part-time hours are voluntarily increased, care must be taken to avoid the erosion of the working conditions and scheduling of full-time employees.

6.02 MEAL PERIODS

6.02.01 Full-time employees shall be entitled to a thirty (30) minute meal period which shall be scheduled plus or minus ninety (90) minutes from the midpoint of each scheduled shift.

NOTE: Employees in Call Centres and Customer Journey Management shall be entitled to a forty (40) minute meal period. The meal period will be scheduled in accordance with the above.

6.02.02 Part-time employee meal periods will be granted and scheduled as per L1.03.

6.02.03 Employees will be provided, at the beginning of their shift, with the times of their scheduled breaks and meal period.

6.02.04 In the event an employee is requested by a Manager to waive a meal period due to a requirement of the service, or where the authority of a Manager cannot be obtained to work a meal period, the employee may elect to have the meal period rescheduled during the balance of the shift or receive an overtime credit in lieu thereof, or with the concurrence of management,

terminate the shift early by the amount of time equal to the scheduled meal period.

NOTE 1: In Gate, Arrival and associated support functions, meal periods scheduled as per Article 6.02.03 can be moved by the Company, due to operational requirements, by plus or minus sixty (60) minutes without further communication to the employee as long as Articles 6.02.01, L1.03.02, L1.03.03 or L1.03.04 are respected as applicable.

NOTE 2: In Gate, Arrival and associated support functions, once a meal period has been acknowledged by the employee within two (2) hours prior to its scheduled time, it cannot be changed without the Company advising the employee of their available options.

6.03 BREAKS

6.03.01 Full-time employees shall be entitled to two (2) paid breaks of fifteen (15) 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.

NOTE: 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.

6.03.02 Breaks for full-time shifts shall not be scheduled within the first or last hour of a shift.

6.03.03 Part-time employee break(s) will be granted and scheduled as per L1.03.

6.03.04 In the event an employee is requested by a Manager to waive a break due to a requirement of the service, or where the authority of a Manager to work a break cannot be obtained, the employee may elect to have the break rescheduled during the balance of the shift or receive an overtime credit in lieu thereof or, with the concurrence of management, terminate the shift early by the amount of time equal to the scheduled break.

NOTE: In Gate, Arrival and associated support functions, scheduled breaks can be moved by the Company due to operational requirements without further communication to the employee as long as Articles 6.03.01, 6.03.02, L1.03.02, L1.03.03 or L1.03.04 are respected as applicable.

6.04 REST PERIODS

6.04.01 If an employee will not have nine (9) hours free from duty between leaving work and reporting for duty for the next scheduled shift, the employee will be relieved from reporting for duty until nine (9) hours have elapsed without any

time debit. Alternatively, if the Company requires the employee to report for duty for the next scheduled shift, then the difference between the actual time they were free from duty and the nine (9) hours they should have been free from duty shall be paid double time.

6.04.02 If an employee does not have nine (9) hours free from duty between leaving work and prior to the start of overtime preceding the next scheduled shift, the difference between the actual time they were free from duty and the nine (9) hours they should have been free from duty shall be paid double time.

6.04.03 In the application of Articles 6.04.01 and 6.04.02, an employee that cannot be provided with nine (9) hours free from duty may be bypassed by the Company in the application of the Overtime/Recall hiring process as per Article 7.03.03.

NOTE: However, to avoid being bypassed, the nine (9) consecutive hours free from duty may be waived with mutual agreement between the employee and the Company.

6.05 DEVELOPMENT OF WORK SCHEDULES – GENERAL

6.05.01 In the development of work schedules, no less than two (2) consecutive days off will be scheduled unless otherwise agreed to by the Company and the Union at the District level.

6.05.02 The Company will establish operational and relief requirements. The Company will advise the Union at the District Level when there is a requirement for a work schedule change.

NOTE: On advice of a schedule change, the Company will provide an approximate end date for the upcoming schedule.

6.05.03 Part-time shifts 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.

6.06 MITIGATION WORK SCHEDULE PROGRAMS

6.06.01 In the development of work schedules, the Company will have the ability to include the following mitigation work schedule programs in order to meet operational requirements:

6.06.01.01 For mitigation purposes part-time employees may volunteer to have their scheduled work hours reduced between sixteen (16) and less than twenty (20) hours. The scheduled hours for part-time employees may vary within the course of the work schedule.

6.06.01.01.01 As required, a survey will be conducted prior to each work schedule where part-time employees will express their preference to work reduced hours. All shifts will be bid in seniority order amongst all part-time employees. In the

event these shifts are not bid, part-time employees who volunteered through the survey will be required to bid according to their stated reduced hour preference.

6.06.01.02 For mitigation purposes, Personal Leaves of Absence may be made available to employees for a portion of or for the full duration of a work schedule. The number of leaves available will be granted in seniority order by status, by work function (e.g. Leads, Concierge, CSSA's) and by specialized functions in Call Centres, giving priority to employees having requested the longest duration. Shorter leaves may also be given secondary consideration by seniority in order to fulfill the leave requirements. Articles 11.03.04 and 11.04.04 will be applicable to such leaves.

6.06.01.03 For mitigation purposes, the Company may develop a thirty-two (32) hour reduced work week schedule. When the Company determines these schedules can be offered, it will survey full-time employees to determine the number of reduced work week schedules. These schedules will be based on a 4 x 3 shift pattern (32 paid hours) and available shifts will be selected in seniority order from amongst those employees requesting the reduced work week.

NOTE 1: An employee selecting a reduced work week schedule will be committed to that schedule for the length of the bid period.

NOTE 2: An employee who selected a reduced work week schedule will be paid at straight time for any overtime worked until they have worked the equivalent of forty (40) hours.

NOTE 3: An employee selecting a reduced work week will be offered the opportunity to buy back their pension. The employee shall assume the cost of both the Company's and their contributions.

6.07 DEVELOPMENT OF WORK SCHEDULES – AIRPORTS

6.07.01 The following shift patterns shall be used by the Company in the development of work schedules:

<u>Shift Pattern</u>	<u>Shift Duration</u> (Includes Meal Period)
a) 4 days on / 3 days off	= 10 hours
b) 5 days on / 3 days off	= 9 hours and 05 minutes
c) 5 days on / 4 days off	= 10 hours and 15 minutes
d) 4 days on / 4 days off	= 11 hours and 25 minutes
e) 3 days on / 3 days off	= 11 hours and 25 minutes
f) 5 days on / 2 days off	= 8 hours
g) 6 days on / 3 days off	= 8 hours and 30 minutes
h) 4 days on / 2 days off	= 8 hours and 30 minutes

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)						
		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%+

NOTE 1: Where the above ranges cannot be achieved for 5x3 or 5x4 shift patterns, the Company may develop the work schedule plus or minus one (1) block of 5x3 or 5x4.

NOTE 2: The shift patterns and corresponding ratios will be utilized unless changes are mutually agreed to by the Company and the Union at the District Level.

NOTE 3: The minimum percentage of compressed shifts (5x3, 4x3, 5x4, 4x4, 3x3) shall be no less than ninety percent per location.

6.07.03 A minimum of 40% of all operational part-time shifts will be developed utilizing non 5x2 shift patterns. These shift patterns may include 4x3 or 3x4.

6.07.04 On an annual basis, at the discretion of the Local District Chair, Unifor may provide the Company with the employees’ preferences pertaining to the distribution of the shift patterns by time of day (i.e. AM and PM) no later than January 15th of each year. These preferences will be utilized in the development of work schedules while ensuring that operational requirements are met.

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 last up to eight (8) weeks unless otherwise mutually agreed to between the parties at Headquarters level. During the initial 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 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.

6.08 DEVELOPMENT OF WORK SCHEDULES – CALL CENTRES

6.08.01 On an annual basis, at the discretion of the Local District Chair, Unifor may provide the Company with the employees' preferences pertaining to the distribution of the shift patterns by time of day (i.e. AM and PM) no later than January 15th of each year. These preferences will be utilized in the development of work schedules while ensuring that operational requirements are met.

6.08.02 The Local District Chair will also provide the preferred shift distribution by time of day (i.e. AM and PM). These preferences will be utilized in the development of work schedules while ensuring that operational and relief requirements are met.

6.08.03 Based on the above, and where operating hours permit, the following shift patterns can be used by the Company in the development of the full-time General Reservations work schedules:

- a) 5 days on / 2 days off = 8 hours
and, if desired, up to 35% of 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 minutes
- d) 4 days on / 2 days off = 8 hours and 30 minutes
- e) 5 days on / 3 days off = 9 hours and 5 minutes

6.08.04 Article 6.08.03 will also apply to each specialized work function where requirements are sufficient over the seven (7) day work week. However, the ratio will be 30% of the full-time shifts rather than 35%.

NOTE: For dedicated contracts in the Groups function, it is understood that the schedule will be based on a Monday to Friday work week.

6.08.05 The ratios included in Articles 6.08.03 and 6.08.04 may be increased by mutual agreement between the Company and the Union at the District Level.

6.08.06 The Company may consider the feasibility of planning flexible shift starting/terminating times. Such flexible shifts may be applicable to all shifts or to specified shifts in a work schedule. In any event, the amount of flexibility would not be allowed to exceed thirty (30) minutes and would be based on the scheduled shift time start time. For example, a 0900-1700 shift could have, amongst others, the following flex-start times:

0830 – 0900
0900 – 0930
0845 – 0915
0845 – 0900
0900 – 0915

The employee would work the total hours of the scheduled shift and terminate their shift on completion of those hours. All shift premiums would be based on the start of the scheduled shift starting time and the employee would not gain or lose any premium(s) as a result of a flexible shift.

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

6.10 DEVELOPMENT OF WORK SCHEDULES – CUSTOMER RELATIONS

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

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

6.11.03 Work schedules may contain shifts / bid lines related to specific groups of employees (e.g. Language bid lines, Night shift bid lines in Call Centres, specialized functions in Call Centres) by location and/or function(s). Additionally, relief is a function for which separate work schedules may be developed.

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.

6.12 SHIFT BIDS

6.12.01 Prior to automating the current line bidding process, the Company and the Union will discuss at the Headquarters Level.

6.12.02 Work schedules / bid lines will be bid in seniority order.

NOTE 1: In Call Centres, to hold employees to a preferred shift pattern identified in 6.08.03 and in Note 2 below, a vote will be conducted by the Union at the District Level of which 66% of the employees who participated in the ballot must be in favour.

NOTE 2: In Call Centres, the union at the District Level shall survey employees to determine if fixed and/or non-conventional types of 5x2 and 4x3 shift patterns will be created by the Cycling and Rotation Committee.

- 6.12.03** The work schedule will be posted for no less than five (5) days.
- 6.12.04** Implementation of any new work schedule will occur no less than ten (10) days after the bid process is completed. Employees will be provided a copy of their awarded schedule in writing.
- 6.12.05** When moving from one work schedule to another, employees will be provided with at least forty-eight (48) hours notice for a change of start times and at least seven (7) days notice for alteration of scheduled days on/off for the purpose of bid training. The same will apply to Relief agents following implementation of a new work schedule.
- 6.12.06.01** At Airport locations, employees will be permitted to bid into specialized functions once a year and will be scheduled for the required training. Specialized functions include all Ticketing and related support functions (e.g. Concierge Ticketing, Cashiers, Accounting, Ticketing Administration positions), Contracts, Stocking, STOC Connections, and associated relief for all functions mentioned above. Such employees will only be permitted to bid outside of these functions once a full year has elapsed since the start date of their awarded work schedule. However, they will be permitted to bid different shift patterns/bid lines within the same specialized function throughout the year, including any bid line vacancies filled through Article 6.15.
- 6.12.06.02** The company shall make every reasonable effort to equitably distribute the assignment of the lobby task/duties amongst the employees assigned to work that function.
- 6.12.07** In Call Centres, when bidding work schedules for specialized functions, the bid will be open to employees currently working in these functions. An employee requesting to leave a specialized function must provide the Company with a minimum of thirty (30) days written notice prior to the next work schedule bid.

NOTE 1: In locations where all employees are equally qualified for all functions within that location, all work schedules will be considered vacant at the time of the work schedule bid.

NOTE 2: The above does not prevent the Company and the Union at the District Level from agreeing on a different process to move into and from a specialized function.

NOTE 3: Employees with less than one (1) year of seniority will not be permitted to bid into any specialized function. Similarly, employees transferring from a location other than a Call Centre (ie: Airports/ CJM/Customer Relations) to a Call Centre will not be permitted to bid into any specialized function for one (1) year following the effective date of transfer.

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.

6.13 RELIEF SHIFT SCHEDULES

- 6.13.01** In Airports, Relief base work schedules will be developed as follows:
- 6.13.01.01** Relief required to cover short term absences will be developed on 5x2 base shift patterns. These schedules are not subject to change throughout the work schedule.

- 6.13.01.02** Relief required to cover training assignments will be developed using any of the base shift patterns as contained within Article 6.07.01. These schedules are subject to change throughout the work schedule.
- 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.
- 6.13.01.05** All remaining relief base work schedules will be developed to mirror shift start times of the operational schedules and 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 absences and/or assignments.
- 6.13.02** In Call Centres, relief base work schedules will be developed to mirror the shift patterns of the operational schedules and will be subject to change throughout the work schedule.
- NOTE 1: In the General Reservations function, a maximum of 20% of all bid lines will be developed as relief work schedules.
- NOTE 2: In the General Reservations function, relief required to cover short term absences shall not be subject to change throughout the length of the bid period.
- 6.13.03** Surplus staff absorbed by the Company will be assigned to a relief schedule over and above the planned Relief agent requirements.
- 6.13.04** Relief agents will be used to cover requirements which result from changes in the flight schedule, changes in the workload, increases or reductions of staff, absences and assignments (including those of other Relief agents) covered under the Collective Agreement. Relief agents may also cover vacant bid lines until such time as they are backfilled as per Article 6.15.
- 6.13.05** Relief assignments will be developed following seniority in accordance with preference sheets submitted by Relief Agents subject to operational requirements and/or qualifications. The Company shall provide sufficient training to the Relief Agents.
- NOTE: In Call Centres where the relief agents are included in rotating and/or non-conventional work schedules, the closest identified Relief shift not covering another absence may be altered if needed as per Article 6.13.04.
- 6.13.06** When an employee's scheduled shift or scheduled shift starting time is altered, the Company will advise the employee personally (verbally or via

email), at least forty-eight (48) hours in advance of the starting time of the shift the employee would have worked or the starting time of the shift that the employee will now be working, whichever is the earlier shift. The forty-eight (48) hours advanced notice may be reduced if mutually agreed between the Company and the employee.

6.13.07 The Company shall not alter an employee's scheduled day(s) on/day(s) off, unless it advises the employee personally (verbally or in writing) at least fourteen (14) days in advance of the starting time of the first shift that the employee would have worked or the first shift that the employee will now be working, whichever is the earlier shift. The fourteen (14) days' notice may be reduced if mutually agreed between the Company and the employee and will be reduced to seven (7) days for an employee receiving training as a result of their transferring under the provisions of Article 6.15.

6.13.08 The Company will provide the Local District Chair with a report detailing all relief assignments on a weekly basis or on a mutually agreed to alternative timeline.

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.

6.13.09.01 Customer Sales and Service Agent (Herein after: CSSA) bidding "Seniority Relief" will be utilized to backfill vacation and any other type of known absences.

6.13.09.02 The Company will schedule the CSSA using preference sheets up to the first forty-five (45) days from the implementation date of the work schedule.

6.13.09.03 The Seniority Relief CSSA will bid on schedules for the remainder of the bid period in seniority order. The remainder of the bid period may be required to be broken into two (2) separate bids.

6.13.09.04 All employees bidding seniority relief will be scheduled for gates training over and above their existing qualifications prior to the seniority relief schedules going into effect.

6.13.09.05 The Seniority Relief bid lines will be developed by the Company and they will be reviewed with the Local district chair prior to bidding.

6.13.09.06 The Company will try to ensure that these employee's schedules are not altered throughout the bid period. However, the Company retains the right following the Collective Agreement to make changes due to unforeseen circumstances.

6.13.09.07 The Company and Union at a HQ level will re-assess this process if necessary, to determine if it is adequate.

6.13.09.08 The provisions pertaining to relief equalization in Article 6.14.04 will apply.

6.14 SHIFT AND WORK SCHEDULE ALTERATIONS

6.14.01 An employee changing work function, location, classification or base under Articles 6.15, 10 or 12 may select from available vacant work schedules within the new work function, location, classification or base. If no vacant work schedule exists, the employee will be assigned a surplus relief work schedule.

6.14.02 An employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/off may be altered to meet training requirements. Notices for such changes will be as stipulated in Articles 6.13.06 and 6.13.07.

6.14.03 An employee's starting times can also be altered by a maximum of sixty (60) minutes in cases of changes to the flight schedule whereby operational requirements are no longer met by the existing work schedule. Notices for such changes will be as stipulated in Articles 6.13.06.

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;

6.14.04.01 Certain leaves/absences are not to be calculated when equalizing employees. The duration of the leave(s)/absence(s) is to be excluded from the equalization calculation. The following exceptions are to be excluded: GDIIP, LOA without pay (Absence greater than thirty (30) days), Maternity / Paternity Leave, Compassionate Care, and Strike

6.14.04.02 Any bid employee that is owing the Company hours 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 hours may request to work additional hours as well. These hours must be scheduled within one (1) month of the employee receiving their equalization calculation

6.14.04.03 Relief employees are equalized against their base bid cycle. The bid cycle is used to calculate the hours required to work, which is then compared against the actual hours worked for the duration of the bid.

During a work schedule, a relief employee may request, in writing, a calculation for the purpose of equalization. The Company will generate the report at the end of each month and will provide it to the employee within seven (7) days following the end of the month. Any request for the report must be made by the employee to the local Resource manager at least seven (7) days prior to the end of the month. In order to offset the impact of owed hours, upon advice, the employee may request to work additional hours through their local Resource manager.

Relief employees will receive their final equalization calculation within one (1) week after the bid implementation.

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

6.15.01 When a vacant bid line is deemed required by the Company, it will be filled in accordance with the following:

6.15.01.01 An employee may file a written request with their Manager, copied to the Union District Chair, to move from one bid line to another within the location. In filling any operational bid line vacancies, the Company will honour these requests in order of seniority.

NOTE 1: In Airports locations, vacant bid lines in specialized functions as defined in Article 6.12.06 will first be offered to qualified employees. Unqualified employees may also be offered such vacant bid lines where training would be practicable. When the vacancy occurs before training has commenced, both qualified and unqualified employees will be offered the vacant line(s) at the same time.

NOTE 2: In Call Centres if a vacancy occurs in a specialized function that is no longer required, the company will build a new schedule to be bid within the specialized function until a new work schedule is developed for the location.

NOTE 3: Article 6.14.04 will not apply to any voluntary movement requested by an employee.

6.15.01.02 In the event of a staff reduction within a function, such a reduction will occur in reverse order of seniority with the displaced employee(s) being placed into a vacant bid line which has not been requested by a more senior employee in accordance with Article 6.15.01.01.

6.16 SHIFT TRADES

6.16.01 Employees may arrange for another employee to work their shift subject to the Manager's approval, consistent with the following:

6.16.01.01 Other than in exceptional circumstances, advice of the trade will be provided to the Manager in writing, in advance, and will be signed by the employees involved.

NOTE: Rules governing such other matters as deadlines for, and approval of, shift trade requests will be adopted locally.

6.16.01.02 The employee who works a traded shift will be paid for the time worked at his/her rate of pay.

6.16.01.03 Overtime worked prior to or following a traded shift and premium credits on a holiday, in accordance with Article 7.03 and Article 13 respectively, will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.

6.16.01.04 All recall credits will be credited to the employee who is recalled.

6.16.01.05 All time debits will be deducted from the employee who agreed to work the shift.

6.16.01.06 Company sick leave provisions will apply to the employee who agreed to work the shift and only to the amount provided for in such regulations. All time not worked in excess of one (1) full shift during a work day shall be debited in accordance with Article 6.16.01.05.

6.16.01.07 Shift trades may only be arranged between employees working in the same location except that, at locations with thirty (30) or less full-time employees, shift trades may be arranged by employees at these locations with employees at other locations within the same base and classification. Such shift trades may be granted subject to the employees concerned being qualified to perform the work function of the other party.

6.16.01.08 An employee's ability to trade shifts is not intended to allow employees to be absent from the work place for extended periods of time nor to take alternate employment.

- 6.16.01.09** Partial shift trades are permitted provided that no shift is split into more than two (2) parts. No more than two (2) employees may cover a single shift. Partial shift trades are subject to the same conditions and approvals as referenced above.
- 6.16.01.10** It will be the sole responsibility of the employees to ensure that the introduction of partial shift trades has absolutely no adverse operational and customer service impact.
- 6.16.01.11** Under no circumstances shall an employee be allowed to leave his/her assigned duties or work area until their task is completed. His/her "shift trade partner" must be present and ready to take over their next assignment. This transition needs to be seamless to the customer.
- 6.16.01.12** There will not be additional meal or rest periods assigned to a shift subject to a partial shift trade. Meal and rest periods will be taken as scheduled.
- 6.16.01.13** A minimum of one (1) hour must be worked by one of the employees involved with a partial shift trade.
- 6.16.01.14** Any violation of the terms set out herein will result in the immediate suspension of the "partial shift trade privileges" for the employee. Such a measure will be deemed to be of an administrative nature and will not be grievable under any circumstances except as provided below.
- 6.16.01.15** Notwithstanding the above, the Union may file a grievance only to allege that the violation for which the partial shift trade privileges were revoked did not occur. The Union will bear the onus of the burden of proof in such circumstances.
- 6.16.01.16** Rules governing such other matters as deadlines for, and approval of, partial shift trade requests will be adopted locally.

ARTICLE 7 OVERTIME, RECALL, TIME CLEARANCE, TIME BANK, TIME OFF, TIME RECORD

7.01 AUTHORIZATION

7.01.01 No overtime or recall shall be worked except on authorization of proper management personnel. In cases where prior authority cannot be obtained, or an employee is unable to complete a transaction with a customer, or to complete their accounts either within their scheduled shift or prior to the termination of their established recall, the overtime or the time worked in excess of the established recall shall be reported to management and it shall be recorded to the nearest minute in accordance with Articles 7.03 or 7.04, as applicable.

7.02 WORK DAY

7.02.01 The work day shall be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime, and any recall worked, shall be considered as work performed on the work day on which the scheduled shift or recall began.

7.03 OVERTIME

7.03.01 All time worked by an employee in accordance with Article 7.01 which is outside and consecutive with their scheduled shift will be considered as overtime. All overtime will be recorded and computed in keeping with the following:

OVERTIME
(N = Scheduled Shift)

HOURS	COMPUTED
WORKED	AT

OVER N	1.5 X
--------	-------

NOTE: Notwithstanding the above, overtime credits will not start until the completion of the number of hours in a scheduled shift.

7.03.02 When an employee works overtime which commences more than two (2) hours prior to the start of their scheduled shift, they will be credited with a minimum of four (4) hours at time and one-half.

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. This overtime call-out list will be established in each location where employees can voluntarily sign-up for available overtime.

For clarity, the following priority order will apply in order of seniority:

1) Requirement for two (2) or less hours of overtime:

- a) Employees working a full-time shift on the overtime list;
- b) Employees working a part-time shift on the overtime list;
- c) If there are no employees on the overtime list, the Company will canvass employees on shift.

2) Requirement for more than (two) 2 hours – min four (4) hour recall:

- a) Full-time employees on the overtime list;
- b) Part-time employees on the overtime list;
- c) If there are no employees on the overtime list, the Company will canvass all employees, first with full-time employees and then part-time employees;
- d) Notwithstanding the above, where the need for overtime arises day of and when facing a time constraint, the Company will hire overtime from the employees on shift as per the order stated in # 1).

Critical operational time periods for holiday periods and/or special events will allow the Company to hire overtime up to seven (7) days in advance. Any preplanned overtime will be posted for a minimum of two (2) days.

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 1: Notwithstanding the above, should the requirements of the operation change, the establishment and guarantee of time to be worked may be cancelled by the Company up to forty-eight (48) hours prior to the commencement of the time to be worked, in which case no credits shall apply.

NOTE 2: In any case, the recall on a scheduled day on shall not be less than that provided for in Article 7.03.

7.05 MEAL PERIODS AND BREAKS

7.05.01 The following meal periods and breaks will be paid by the Company and granted as follows:

Recall	Overtime	Meal Period	Breaks
–	From 2 hours to 3 hours and 59 minutes	n/a	1 x 15 minutes
Minimum 4 hours	4 to 6 hours	n/a	2 x 15 minutes (or 1 – 30 minutes combined)
Greater than 6 hours	Greater than 6 hours	1 x 30 minutes	2 x 15 minutes

7.05.02 Articles 6.02.04 and 6.03.04 will be applicable if an employee is unable to take any meal period or break granted under the provisions of Article 7.05.01.

7.06 TIME CLEARANCE

7.06.01 All time credits/debits (including credits accumulated in accordance with Article 13) shall be cleared on the pay cheque for each pay period; alternatively, at the request of the employee, the credits may be recorded in a time bank as provided for in Article 7.07.

7.06.02 All payments or deductions will be made at the applicable hourly rate.

7.07 TIME BANK

7.07.01 Employees shall have the ability to utilize a time bank for the purpose of recording time credits without immediately affecting their pay.

7.07.02 When electing to utilize the time bank, the employee shall advise the Company, in writing, which of the four (4) following options they will use.

Option A – plus twenty-four (+24) hours; or,

Option B – plus forty (+40) hours; or,

Option C – plus one hundred (+100) hours,

Option D – plus one hundred seventy (+170) hours.

7.07.03 Once having elected to utilize the time bank, the arrangement shall continue until such time the employee subsequently advises the Company, in writing, that they wish to opt out of the time bank or that they wish to reselect the options available to them under Article 7.07.02. When such advice is given to the Company it shall become effective with the commencement of the second pay period following such advice.

7.07.04 Accrued time credits may be withdrawn from the time bank in the form of time off, at some later date, in lieu of pay and in accordance with Article 7.06, or they may be withdrawn in the form of pay, at some later date and in

accordance with Article 7.06. All credits in excess of the options will be cleared in accordance with Article 7.06.

7.08 TIME OFF

7.08.01 Time off will be granted in accordance with the desires of the employee and consistent with the requirements of the Company. Time off granted under this Article will not exceed thirty (30) consecutive days, nor will two (2) or more requests result in the employee being granted time off for more than thirty (30) consecutive days.

7.08.02 For each full shift that an employee wishes to take off, they shall make their request in writing. When approval is granted, requests for identical time off shall be granted in order of seniority. Oral approval may be given initially but in any case the approval shall be confirmed in writing within twenty- four (24) hours, stating the period of time off granted.

7.08.03 Procedures for time off of less than one (1) full shift will be developed at each location.

7.08.04 On September 1st of each calendar year, the Company will deposit into each full time employee's time bank the following hours:

Employees with less than fifteen (15) years of service – 16 hours

Employees with fifteen (15) years or greater:

- September 01, 2020 – 40 hours
- September 01, 2021 – 40 hours
- September 01, 2022 – 48 hours
- September 01, 2023 – 48 hours
- September 01, 2024 – 56 hours
- September 01, 2025 – 56 hours

On September 1st of each calendar year, the Company will deposit into each part time employee's time bank the following hours on the following dates:

Employees with less than fifteen (15) years of service – 8 hours

Employees with fifteen (15) years or greater:

- September 01, 2020 – 20 hours
- September 01, 2021 – 20 hours
- September 01, 2022 – 24 hours
- September 01, 2023 – 24 hours
- September 01, 2024 – 28 hours
- September 01, 2025 – 28 hours

In order to be eligible for the above, an employee must have worked at least one (1) day within the previous calendar year.

ARTICLE 8 RELIEF, SPECIAL AND TEMPORARY ASSIGNMENTS

8.01 SPECIAL ASSIGNMENTS

8.01.01 An employee who accepts a temporary assignment to represent the Company outside a location within their base shall be paid a premium of one-dollar (\$1.00) an hour for all time worked, and all hours worked outside their scheduled shift shall be credited in accordance with Article 7 or Article 13. In addition, the employee shall be reimbursed for all necessary out-of-pocket expenses including, but not limited to, expenses incurred for meals, transportation, parking and grooming.

8.01.02 The Company agrees to endeavour, to the extent possible, to solicit applications from all employees at the base and to consider all such applications.

8.01.03 Where the temporary assignment under this Article will exceed five (5) days, the Company will consider splitting the assignment, where possible, between two or more employees.

8.02 OUTSIDE SCOPE

8.02.01 An employee who accepts a temporary assignment to work in a position not covered by this Agreement shall be paid in accordance with Company regulations.

8.02.02 An employee who accepts a temporary assignment to work in a position not covered by this Agreement shall be limited to a total of seventy-five (75) working days, or portions thereof, within any calendar year. During any such assignment (including days off), the employee shall not be subject to the rights provided for in Articles 6, 7 and 13.

NOTE: For the purposes of the foregoing, a working day shall be defined as a day during which the employee actually performs work in the outside scope position. Days off granted due to the assignment will not be counted but will be specified at the time of assignment in accordance with Article 8.02.05 and will be taken consecutive with the working days of the assignment.

8.02.03 The Company will not oblige any employee to accept any temporary assignment, as provided in this Article, nor will the Company request an employee to work in a job falling within the scope of other Collective Agreements.

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 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 via email. The Union District Chair will receive a bi-weekly report that will include all 8.02 assignments.

- 8.02.06** Employees who accept a temporary assignment shall not be permitted to be directly involved in the discipline of any other employee.
- 8.03** **IN SCOPE**
- 8.03.01** The Company will arrange with the Union at the District level before any use is made of the provisions of Article 8.03. It is the responsibility of the Company to afford as much notice as possible in order to implement these provisions, however, in situations requiring immediate action when the Union cannot be contacted, the provisions of Article 8.03 may be used for an interim period not exceeding seven (7) consecutive days pending such contact.
- 8.03.02** Staff requirements at a location resulting from absences of employees due to annual vacations, sick leave, time off for Union business, bereavement leave, compassionate reasons, training for scope duties, language training or from a temporary increase in the work load may be filled in accordance with Article 8.03, subject to Article 8.03.01. Relief assignments of less than one (1) full day and for more than thirty (30) days shall be subject to prior mutual agreement between the Company and the Union, at the District level.
- 8.03.03** The use of an employee on a relief assignment under Article 8.03.02 will not result in any change to approved vacations, time off or leaves of absence for other employees.
- 8.03.04** The Company shall solicit volunteers from amongst qualified employees at other locations within the same base or another base. Within a base where there are fifty (50) employees or less, when there are no volunteers, the Company may assign the junior qualified employee at another location to fill the relief assignment.
- 8.03.05** An employee on a relief assignment shall be provided with detailed orders in writing, copied to the Union District Chair.
- 8.03.06** Upon completion of a relief assignment, an employee shall be returned to their original location and work schedule or sub-schedule subject to the actioning of the employee's requested transfer or change of status in accordance with Article 12 or, in the event of a staff reduction, subject to Article 10.
- 8.03.07** An employee on a relief assignment from one location to another location or from one base to another base will, in addition to their regular rate of pay, receive a relief premium of one dollar (\$1.00) an hour for all time worked away from their permanent location.
- 8.03.08** If the Company changes the employee's scheduled shift, scheduled shift starting time and/or scheduled days on/days off, the employee shall suffer no loss of premiums because of the change but shall be granted any greater premiums resulting from the change. An employee on a relief assignment shall not be debited for time lost but will be credited with time gained.

- 8.03.09** The Company will provide the employee with positive space travel to and from the assignment, and, on employee request, additional space available (highest priority) pass(es) will be provided between the employee's permanent base and the point of assignment. The Company will provide travel insurance in the amount of one hundred thousand dollars (\$100,000.00) for the employee so assigned.
- 8.03.10** Travel time to and from the relief assignment will be paid for as time worked but the Company will not pay for travel on the employee's own volition between the commencement and termination of the relief assignment.
- 8.03.11** An employee on a relief assignment shall be afforded additional and necessary out-of-pocket expenses. Such allowable expenses shall not be less than those provided in Company regulations. Provisions for expenses may be modified or expanded from time to time at Union-Management Headquarters Meetings.
- 8.03.12** Subject to prior mutual agreement between the Company and the employee, the employee may use their own transportation to travel to another base in which case the employee shall be reimbursed in accordance with Company regulations and travel time shall be equal to the normal flying time between the two bases.
- 8.04** **OUTSIDE CANADA**
- 8.04.01** An employee who requests and/or accepts a temporary assignment outside the territorial limits of Canada shall be subject to the following:
- 8.04.01.01** Such requests shall be considered only after all requests for voluntary leaves of absence have been actioned.
- 8.04.01.02** Such requests shall not be considered if the resultant decrease in staff creates any vacation restrictions.
- 8.04.01.03** An employee returning from a temporary assignment as provided for in Article 8.04 shall be returned to their original location providing they do not displace any employee at that location, otherwise, they will be relocated within their base.

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.
- 9.02** A person entering into a classification covered by this Agreement will be required to serve a probationary period as described in Article 9.01.
- 9.03** The qualifying period referred to in Article 12.02.04 is not to be considered a probationary period.
- 9.04** The Company reserves the sole right to make decisions regarding the termination, retention or work assignment of an employee at any time during the probationary period.
- 9.05** 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.

ARTICLE 10 SENIORITY, STAFF REDUCTION, RECALL FROM LAYOFF

10.01 **Purpose** – Seniority shall be established by classification on a system basis within Canada and shall date from an employee's permanent entry into a classification covered by this Agreement. Employees permanently reclassified within the Agreement shall take their seniority with them to their new classification.

10.01.01 In accordance with Article 10.04, employees may apply for reinstatement of previous continuous seniority. Such seniority must have accrued in a position covered by the Collective Agreement, must not have been broken by more than seven (7) consecutive days and must be substantiated by Company records. The employee attaining new seniority will be sequenced in accordance with Article 10.03 of the Collective Agreement. It is understood that any adjustment of seniority will not affect any action taken on the basis of seniority prior to that adjustment.

10.01.02 Notwithstanding the provisions of Article 10.01, where an employee who was hired to fill a temporary vacancy in accordance with Article 12.07 or L1.09 accepts permanent employment during, or at the termination of, their term of temporary employment with no break in employment, their seniority date and last date of entry shall reflect their continuous employment in the temporary vacancy.

10.02 A probationary employee's seniority shall not be exercised except as provided for in this Collective Agreement.

10.03 In cases where employees were hired on the same day, the sequence of seniority shall be determined by the application of the following in the order stated:

10.03.01 The last date of entry into a full-time or part-time permanent position with the Company, whichever is the earlier.

10.03.02 The last three (3) digits of the employee number, backwards, with the lowest number identifying the more senior employee (000 being the lowest possible number).

10.03.03 In cases where the above factors will not determine the position on the seniority list, the position will be jointly determined by the Company and the President of the Union.

10.03.04 Date hired, as it relates to Article 10.03, means the first day that the employee commences employment. That day is the first day for which an employee is credited with time worked for pay purposes, and time spent in training shall be considered as time worked.

10.04 **Seniority List** – Shall be prepared, corrected, amended and published in the following manner:

- 10.04.01** Not later than March 1, of each year, the Company shall prepare and post at each location complete seniority lists for each classification described in Article 4.
- 10.04.02** The list shall be posted and kept open for requests for corrections up to and including March 30.
- 10.04.03** It shall be the sole responsibility of each individual employee to examine the list and make written request (2 copies) for any correction during the posting period.
- 10.04.04** One copy of this request for correction must be forwarded to Labour Relations – Air Canada Headquarters and one copy will be forwarded to the Union Headquarters, by the employee concerned.
- 10.04.05** All requests for corrections shall be actioned and finalized by the Company after consultation with the Union at the Headquarters level during the sixty (60) days following March 30. The corrected list shall be posted not later than May 31 as amendments to the annual seniority list. The amended seniority list shall become effective on June 1.
- 10.04.06** The amended seniority list shall remain in full force and effect until the following year when a new list is published and posted in the above manner, subject to Article 10.04.09 and Article 10.04.12.
- 10.04.07** In the event it is not possible to finalize a request for correction in the stipulated period, the correction will be withheld pending a discussion between the Company and the Union at the Headquarters level and the correction, if mutually agreed upon, will become effective as of the date of posting of the last amended annual seniority list.
- 10.04.08** As soon as possible following September 1, but not later than September 15 of each year, the Company will issue an addendum to the seniority list showing all those employees who were hired subsequent to the original posting. Corrections to the addendum will be made in accordance with Article 10.04.09.
- 10.04.09** Notwithstanding the foregoing regulations, the Union Headquarters may request corrections to the seniority list at times other than the stipulated period. Such corrections, if mutually agreed upon, will become effective immediately and will be incorporated in the new list of the subsequent year and the employee(s) will be so advised, in writing. If, however, prior to the time the new list is effective, circumstances arise such that an employee's right to continue in, or their right to regain, employment in their classification is jeopardized, such correction will be published immediately and action will be taken in accordance with the newly corrected list.
- 10.04.10** Employees and personnel outside the scope of the Agreement who retain but do not accrue seniority will have their seniority date adjusted and position on the seniority list altered to account for time during which seniority was not

accrued. Such adjustment and alteration will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment or alteration already occurred, whichever is the earlier.

- 10.04.11** In the event of a dispute arising in the order of seniority, a grievance may be initiated by the Union at the Step 2 level.
- 10.04.12** Subject to Article 10.04.07, and provided the amended seniority list has not been contested under Article 10.04.09, on behalf of an employee whose position on the seniority list has been affected as a result of an amendment, any action taken on the basis of the seniority list to which there have been no requests for correction within the time limits specified in Article 10.04.02, or any action taken on the basis of the amended seniority list, shall stand as final. In any event, action taken on the basis of the above list involving employees whose queries have not been finalized in accordance with Article 10.04.07, or corrections initiated under Article 10.04.09, will be subject to grievance and correction.
- 10.05 SENIORITY SHALL BE RETAINED AND ACCRUED DURING:**
- 10.05.01** Absence due to layoff or Off-Duty Status.
- 10.05.02** Sickness or accident.
- 10.05.03** Authorized leave of absence (subject to Article 11.04.04) or furlough without pay.
- 10.05.04** Suspension without pay.
- 10.05.05** Strike or lockout.
- 10.06 RETENTION AND NON ACCRUAL OF SENIORITY**
- 10.06.01** An employee permanently appointed to a job not covered by the Agreement shall retain but not accrue seniority for a period of six (6) months.
- 10.07 AN EMPLOYEE SHALL LOSE SENIORITY AND THEIR NAME WILL BE REMOVED FROM THE SENIORITY LIST FOR ANY ONE OF THE FOLLOWING REASONS:**
- 10.07.01** When resigning from the Company.
- 10.07.02** When terminated.
- 10.07.03** When discharged for cause.
- 10.07.04** When laid off for a period of more than sixty (60) consecutive months, or the number of consecutive months equivalent to the number of completed months of the employee's seniority as of the date of layoff, whichever is greater.

- 10.07.05** Desertion of service (resignation without notice).
- 10.07.06** When permanently appointed to another job outside the Agreement for a period of more than six (6) months.
- 10.07.07** When retired with or without pension.
- 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.
- 10.09** **STAFF REDUCTIONS** – within each classification will be made in accordance with the following:
- 10.09.01** In the event of staff reduction, surplus Company personnel outside the scope of the Agreement retaining seniority will revert to a classification within the scope of the Agreement providing no permanent employee is displaced at the base where they are reverted and providing there are no laid off employee(s) awaiting recall to the base to which they are reverted.
- 10.09.02** Subject to L1.01.03, in the reduction of staff levels within a location or base, the Company will establish separately the number of full-time and part-time employees required. Staff reductions, as necessary, will then take place in inverse order of seniority within each status in accordance with the terms of Article 10.
- 10.10** **STAFF REDUCTION AT A LOCATION** – within each classification will be made in accordance with the following:
- 10.10.01** At locations within a base, staff adjustments between locations will be made in inverse order of seniority within the affected status, including probationary employees, provided that valid transfers and changes of status take precedence over relocation where such transfers and changes of status negate the necessity to relocate an employee.
- 10.10.01.01** An employee subject to relocation, whether full-time or part-time, may elect to fill a vacancy which exists in the location in the other status. Such vacancies shall be filled in order of seniority. Should no vacancy exist, the employee may bump a junior employee in the other status in the location.
- 10.10.02** An employee exercising their rights under Article 10.10.01 or Article 10.10.01.01 shall be given fourteen (14) days notice before effecting the change.

- 10.11** **STAFF REDUCTION AT A BASE** – within each classification will be made in accordance with the following, subject to L1.01.03:
- 10.11.01** Staff reductions at a base will be made in inverse order of seniority within the affected status only after all temporary employees in both statuses and then all probationary employees within the affected status have been terminated. Any staff adjustment between locations, required as a result of staff reductions at the base, will be made in accordance with Article 10.10.
- 10.11.01.01** A redundant employee, whether full-time or part-time, may elect to fill a vacancy which exists in the base in the other status. Such vacancies shall be filled in order of seniority. Should no vacancy exist, the employee may bump a junior employee in the other status in the base.
- 10.11.02** The Company shall determine if there are any vacancies for permanent employees at other bases in Canada or in the other classification, in the same status as the redundant employee. If any vacancies exist, the employees affected at the base where the reduction occurs will be given twenty-one (21) days notice of layoff and commencing with the most senior redundant employee(s) in the status, first in the classification and then in the other classification, in order of seniority, shall be offered the vacancies subject to the necessary physical and language requirements being met. The employees must then advise within seven (7) days of this notice if they will accept relocation.
- 10.11.03** An employee who is being relocated to the other classification in accordance with Article 10.11.02 in their base shall be given fourteen (14) days notice before effecting the change. An employee who is being relocated to another base in accordance with Article 10.11.02, shall be given up to twenty-one (21) days from date of acceptance to report to the new base. The employee shall continue to work at their original location until such time they effect the move.
- 10.11.03.01** An employee who chooses to relocate to the other classification in accordance with Article 10.11.02 shall be allowed a period of up to twenty six (26) weeks in which to qualify. Should the employee not qualify, and should no vacancy be available in their former classification, they shall be placed on layoff status with recall rights as set out in Article 10.12.
- 10.11.04** If an employee chooses to relocate to another base in accordance with Article 10.11.02, one hundred per cent (100%) of the transfer expenses shall be paid by the Company in accordance with the Company policies.
- 10.11.05** An employee who does not accept the offer to relocate will be laid off at their base without bumping privileges at the termination of the twenty-first (21st) day following original notice. The employee will be issued a questionnaire as provided for in Article 10.15 on which they may select three (3) bases to which they wish to be recalled in order of preference in addition to the base where they were laid off.

- 10.11.06** In the event two (2) or more employees in the same status and in the same classification are affected by a staff reduction and the number of affected employees exceeds the number of any existing vacancies in the status, the employees shall be accommodated in order of seniority with the senior employee having first choice of either filling a vacancy or bumping an employee who is subject to being bumped. If the senior employees affected by the staff reduction do not accept the existing vacancies, the vacancies shall be offered to an equal number of the most junior surplus employees in accordance with Articles 10.11.02 and 10.11.05.
- 10.11.07** If no vacancy exists, the employee will be given twenty-one (21) days notice of layoff and will be issued a questionnaire as provided for in Article 10.15. The questionnaire will include, if eligible, a notice of their right to bump the most junior employee in their status or the other status, in their classification, at any base where less senior employees in the status are employed. The questionnaire will specify those bases where these less senior employees are employed.
- 10.11.08** Within seven (7) days of receipt of notice and questionnaire the employee must advise the Company of their decision to either exercise their right to bump or to accept layoff status at their base. In the event they elect to exercise their bumping right, the employee must report to their new base within thirty (30) days from the date of notice and that thirty (30) day period shall include three (3) days travel time. In all cases of bumping, the employee will pay their own expenses but space available transportation shall be provided. In any event, the employee will be placed on layoff status effective the twenty-second (22nd) day following the notification in Article 10.11.07 pending reporting to the base into which they have bumped.
- 10.11.09** Questionnaires returned to the Company within the time limits will be honoured in order of seniority as to first choice from those bases available to bump into.
- 10.11.10** If the employee cannot be accommodated in accordance with their request, chooses not to bump or does not have bumping privileges, the employee shall be advised they are being placed on layoff status effective the twenty-second (22nd) day following their original notification and will be subject to recall.
- 10.11.11** In any event, any employee affected by staff reduction(s) will be advised of their circumstances within fourteen (14) days following original notification.
- 10.11.12** An employee declared redundant at their base as a result of being bumped by a more senior employee will exercise their seniority rights in accordance with Article 10.11.01.01 or Article 10.11.07.
- 10.11.13** An employee who has signified intent to exercise bumping privileges, and who subsequently reverses that decision, will be terminated. Exceptional circumstances will be subject to consideration by the Company and the Union, at the Headquarters level.

- 10.12** **RECALL FROM LAYOFF** – will be in accordance with the following:
- 10.12.01** An employee who has been laid off may select recall to their base and three (3) other bases in either or both full-time or part-time status in their classification or in the other classification. In the event an employee selects recall at another base or other bases, their total selection shall not exceed six (6) positions in addition to those at their base. The employee shall make their request to base management within fourteen (14) days after having been advised that they are to be laid off; however, nothing shall prevent the employee from making adjustments to their original request sent registered mail to Air Canada Labour Relations. The employee shall list their selections for recall in order of preference and the Company shall advise the management at those bases selected by the employee.
- 10.12.02** Employees, when laid off, must file their address with the designated HR contact and keep that 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.
- 10.12.03** Recall to a base shall be in order of seniority, first in the classification, and then in the other classification, including those employees who have requested transfer or change of status in accordance with Article 12 and those employees on layoff who have requested recall in accordance with Article 10.12.01.
- 10.12.04** In the case of employees being recalled from layoff, notice of vacancy shall be sent by registered mail to the most senior laid off employee who has requested recall to a base where a vacancy has occurred and Articles 10.12.05, 10.12.06 and 10.12.07 shall apply.
- 10.12.05** The notified employee must advise the Company in writing within seventy-two (72) hours after having received the notice if they wish to accept the recall. The employee must respond to the person who sent the notice of vacancy, or their designate.
- 10.12.06** Recalled employees must report for duty within fourteen (14) days from date of advising the Company of intent to return.
- 10.12.07** Failure to comply with Articles 10.12.02, 10.12.05 and/or 10.12.06 above will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges. If, due to exceptional circumstances, an employee fails to comply with Articles 10.12.02, 10.12.05 and/or 10.12.06, such cases will be subject to special consideration by the Company and the Union, at the Headquarters level.
- 10.13** If staff reductions occur at a base, the employee may elect to terminate their services with the Company rather than take layoff status. In such cases, the employee shall receive two (2) weeks' pay at the current rate of pay for each full calendar year of service, or part thereof, up to a maximum of fifty-two (52) weeks' pay.

- 10.14** Copies of all correspondence and questionnaires relating to Article 10 shall be sent to Union Headquarters.
- 10.15** The applicable questionnaire, as referred to herein, is described in the Appendices to the Agreement and shall form part of this Agreement.

ARTICLE 11 LEAVE OF ABSENCE AND SICK LEAVE

11.01 LEAVE OF ABSENCE – GENERAL

11.01.01 Any leave of absence granted in accordance with Company regulations and which is not provided for in this Collective Agreement shall be subject to the conditions of Article 11.02.

11.01.02 The approval of a leave of absence will not result in any changes to approved vacation dates.

11.01.03 An employee returning from a leave of absence shall return to the location and classification held immediately prior to the commencement of the leave, subject to Article 10 and except as provided for in Article 11.01.05.

11.01.04 An employee who engages in other employment while on leave of absence shall be terminated unless the employee has received specific permission for such from both the Company and the Union Headquarters in writing. Requests for permission to engage in other employment while on leave of absence shall be made in writing to the Company and to Union Headquarters.

11.01.05 An employee who has a transfer, a change of status or a change of classification confirmed while on a Personal Leave of Absence will be required to terminate their leave early and report to their new location and/or for their new status or for their new classification. An employee who wishes to continue their absence will decline the offer in accordance with the provisions of Article 12.04.03.

11.02 PERSONAL LEAVES OF ABSENCE – GENERAL

11.02.01 When the requirements of the Company permit, an employee, upon written request through the employee's immediate supervisor, may be granted a voluntary leave of absence without pay. Requests for leaves of absence will not be refused unreasonably.

11.02.02 A personal leave of absence will fall into one of the following categories:

Short-Term – More than thirty (30) days but not exceeding one hundred and eighty (180) days.

Long-Term – More than one hundred and eighty (180) days.

11.02.03 When two or more requests for leaves of absence cover all or part of the same period, they shall be considered in the order of short-term first and then long-term, subject to Articles 11.03.03 or 11.04.03.

11.02.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee shall make the request to their immediate supervisor. The request shall be in writing at least fourteen (14) days in advance of the requested termination date; in extenuating circumstances, the fourteen (14)

day requirement may be waived. The Company may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.

11.02.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.

11.02.06 Failure on the part of an employee to return to duty on termination of a leave of absence may result in disciplinary action.

11.02.07 Failure to comply to the requirements of Articles 11.03 and 11.04 will render a request for a leave of absence invalid; however, in the event no other valid requests have been received, the Company may consider the request and, if honoured, it shall not be invalidated.

11.03 PERSONAL LEAVES OF ABSENCE – SHORT-TERM

11.03.01 A short-term leave of absence will consist of more than thirty (30) days but will not exceed one hundred and eighty (180) days.

11.03.02 Employees will make their requests, in writing, to their immediate supervisor at least fourteen (14) days in advance of the commencement date of the requested leave.

11.03.03 Requests will be approved in order of seniority among those on hand at the time of granting, subject to Article 11.02.03. Approval shall be in writing stating the date the leave is to commence and terminate. Once approved, a leave may not be cancelled.

11.03.04 A short-term leave cannot exceed one hundred and eighty (180) days; however, this will not preclude an employee from returning to work to initiate a second request for leave. Such requests will be made and granted in accordance with Articles 11.03 or 11.04.

11.03.05 During a short-term leave of absence an employee will retain and accrue seniority and will retain all seniority rights. Company service will not continue to accrue during the leave of absence.

11.03.06 A limited continuation of a short-term leave may be granted but only subject to obtaining written permission from the Company and Union Headquarters. In the event the continuation results in the leave extending beyond one hundred and eighty (180) days, the leave will become a long-term leave and will be subject to Article 11.04.04.

11.03.07 Copies of all correspondence relating to Article 11.03 will be forwarded to the Union District Chair.

11.04 PERSONAL LEAVES OF ABSENCE – LONG-TERM

- 11.04.01** A personal leave of absence exceeding one hundred and eighty (180) days will be a long-term leave.
- 11.04.02** Employees will make their requests, in writing, to their immediate supervisor at least fourteen (14) days in advance of the commencement date of the requested leave.
- 11.04.03** Requests will be approved in order of seniority among those on hand at the time of granting, subject to Article 11.02.03. Approval shall be in writing stating the date the leave is to commence and terminate. Once approved, a leave may not be cancelled.
- 11.04.04** During a long-term leave of absence, the employee will retain but not accrue seniority and will retain all seniority rights. Adjustment of the employee's seniority date will be in accordance with Article 10.04.10. Company service will not continue to accrue during the leave of absence.
- 11.04.05** A limited continuation of a long-term leave may be granted but only subject to obtaining written permission from the Company and Union Headquarters.
- 11.04.06** Copies of all correspondence relating to Article 11.04 will be forwarded to the Union District Chair.

11.05 LEAVE OF ABSENCE – MATERNITY

- 11.05.01** Maternity Leave of absence without pay shall be granted to employees in accordance with the following:
- 11.05.02** The employee must request her leave of absence in writing, accompanied by medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty, four (4) weeks prior to the date she intends to commence such leave. Maternity Leave shall consist of a period not exceeding one hundred and thirty-two (132) days unless otherwise provided herein.
- 11.05.03** Maternity Leave shall commence not more than ninety (90) days prior to the expected date of 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 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 completion of pregnancy and the actual date of 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.

- 11.05.05** It is the responsibility of the employee to afford the Company notice of any change in the anticipated date of return to duty, provided under Article 11.05.02. If the new anticipated date falls within the aggregate of one hundred and thirty-two (132) days, the new date will be considered the date of return to duty, whether the new anticipated date of return to duty is on a day earlier or later than previously anticipated. Maternity Leave will be extended beyond the aggregate of one hundred and thirty- two (132) days for a reasonable period of time when supported by a medical certificate.
- 11.05.06** The employee shall be reinstated in her former function, at her location, subject to Article 6.03, Article 10 and Article 12. If during the period of the leave, there is a staff reduction in the function, at the location or at the base and the employee would be affected, the employee shall exercise her rights in accordance with Article 6.03 or Article 10, respectively.
- 11.05.07** Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.
- 11.05.08** If, following the termination of the Maternity Leave, the employee desires additional leave prior to returning to duty, the employee may request a personal leave of absence in accordance with Article 11.02.
- 11.06 CHILD CARE LEAVE**
- 11.06.01** A leave of absence without pay for the purpose of child care shall be granted to employees in accordance with the following.
- 11.06.02** Any leave of absence granted under this Article 11.06 shall be in accordance with the applicable legislation. 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.
- 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 legislation or with the legal requirements of the province in which the employee(s) resides.
- 11.06.03** Commencement of Child Care Leave shall be in accordance with the following and as the employee elects:
- 11.06.03.01** Female Employee
- The leave shall be taken within the fifty-two (52) week period commencing on:
- a) the expiration of a leave of absence taken by her under the provisions of Article 11.05 or any extension thereof under the provisions of Article 11.05.05, or
 - b) the day the child is born, or
 - c) the day the child comes into the employee's care and custody.

11.06.03.02 Male Employee

The leave shall be taken within the fifty-two (52) week period commencing on:

- a) the expiration of a leave of absence taken by a female employee under the provisions of Article 11.05 or any extension thereof under the provisions of Article 11.05.05, or
- b) the day the child is born, or
- c) the day the child comes into his actual care and custody.

11.06.04 In the application of Article 11.06.03, in the case of adoption, the leave shall be taken within the fifty-two (52) week period commencing on the day the child comes into his or her actual care and custody.

11.06.05 It shall be the responsibility of each employee to provide as much notice as possible to the Company, in writing, indicating the approximate commencement and termination date of the leave.

11.06.06 The employee shall be reinstated in her former function, at her location, subject to Article 6.15, Article 10 and Article 12. If during the period of the leave, there is a staff reduction in the function, at the location or at the base and the employee would be affected, the employee shall exercise her rights in accordance with Article 6.15 or Article 10, respectively.

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.

11.08 LEAVE OF ABSENCE – BEREAVEMENT

11.08.01 When a death occurs in the immediate family of an employee, the employee shall be granted Bereavement Leave up to ten (10) days, at the employee's option, of which not more than three (3) will be with pay. The employee will take these three (3) days either consecutively or separately provided they are taken within ten (10) days following the death.

11.08.02 Immediate family is defined as: spouse (including common-law spouse), children of employee and spouse, parents of employee and spouse, grand-parents of employee and spouse, grand-children of employee and spouse, brothers and sisters of employee and spouse, and including other relatives residing with the employee.

- 11.08.03** In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), Bereavement Leave will be at the discretion of the Company.
- 11.08.04** Additional leave without pay up to a maximum of fifteen (15) days consecutive to the period outlined in Article 11.08.01 may be granted without reference to Article 7.08.
- 11.09 SICK LEAVE**
- 11.09 .01** Employees will accrue paid sick leave at the rate of one (1) working day per month, to a maximum of six (6) working days [forty-eight (48) hours] per calendar year. Such days in equivalent hours will be used by the employee to offset loss of pay due to absence caused by illness/injury of the employee or when the employee is absent to care for their sick or injured spouse/partner, parent or dependent child.
- 11.09.02** Accrued sick leave hours will be reduced when an employee is absent until such time as the employee's unused accrued credits are exhausted, up to a maximum of forty-eight (48) hours per calendar year. Partial days will be deducted from the banks on an hour for hour basis. Sick days in excess of the foregoing will be unpaid.
- 11.09.03** Employees may bank any unused sick leave hours accrued under Article 11.10.01, to a maximum of hundred and twelve (112) hours, for use exclusively during the waiting period for GIDIP benefits ("GIDIP Bank").
- 11.09.04** During the GIDIP waiting period, employees shall deplete available sick leave hours in the following order:
- (1) Any hours accrued under Article 11.10.01;
 - (2) Any hours in the GIDIP Bank; and then
 - (3) Any hours in the employee's existing sick bank.
- Withdrawal from these banks will be made according to the employee's preceding work schedule.
- 11.09.05** Employees will have access to the above banks upon self-declaration of disability. However, should an employee not go on GIDIP, the Company will recoup the payment made and replenish the appropriate bank.
- 11.09.06** Employees who misuse sick leave shall be subject to discipline.

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

12.01 TRANSFERS OR CHANGE OF STATUS within the same classification will be made in accordance with the following:

12.01.01 Employees wishing to transfer, change status, or change to a Lead work function will make their request in accordance with Article 12.03.

12.01.02 When a permanent vacancy occurs at the requested location or base, the employee will be transferred or the status of the employee will be changed provided that:

12.01.02.01 No employees wish to relocate or bump in accordance with Articles 10.11.02, 10.11.07, 10.11.08, Staff Reductions.

12.01.02.02 The necessary physical and language requirements are met, if applicable.

12.01.02.03 Where a change of location or base is involved the applicant has served in their present location for at least twelve (12) months.

The above residency clause will not be applicable to employees forced to bump into another location.

12.01.03 Selection will be made based on the seniority of the employees whose application has been received 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.

12.01.04 All personal expenses incurred resulting from such a transfer will be borne by the employee.

12.01.05 When employees are transferring between bases, air transportation will be provided in accordance with Company policy to the employees and their immediate family members who reside with them.

12.01.06 When the transfer or change of status involves a change of base, the employee shall be granted, on request, up to 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 – will be made in accordance with the following:

- 12.02.01** An employee wishing to change classification will make their request in accordance with Article 12.03.
- 12.02.02** When a permanent vacancy occurs, the change of classification will be actioned provided that:
- 12.02.02.01** No employee(s) wish to relocate or bump in accordance with Articles 10.11.02, 10.11.07, 10.11.08, Staff Reduction.
- 12.02.02.02** All eligible transfers and changes of status have been actioned in accordance with Article 12.01.
- 12.02.02.03** The necessary physical and language requirements are met, if applicable.
- 12.02.02.04** The employee has served in their present classification for at least twenty-four (24) months.
- 12.02.03** Selection will be made based on the seniority of the employees whose applications have been received up to 23:59 of the day of the vacancies being declared at the Union Headquarters level.
- NOTE 1: In the application of 12.02.03, vacancies for the Customer Relations Representative positions will be filled by the most senior applicant who possesses the necessary qualifications. The necessary qualifications will be jointly determined by the Company and the Union and will include a letter writing test and an interview.
- NOTE 2: Customer Relations Representatives undergo a selection process. When an employee does not successfully pass the Customer relations qualification process, they will be ineligible for any vacancy within Customer relations for a period of one (1) year following advice of the failure to meet the qualification.
- 12.02.04** The employee selected shall be allowed a period of up to twenty-six (26) weeks in which to qualify. Should the employee not qualify, they shall be returned to their previous job.
- 12.02.05** All personal expenses incurred resulting from such a change of classification will be borne by the employee.
- 12.02.06** When employees are transferring between bases, air transportation will be provided in accordance with Company policy to the employees and their immediate family who reside with them.
- 12.02.07** When the change of classification involves a change of base, the employee shall be granted, on request, up to five (5) working days, without pay, prior to reporting for duty at the new base.

- 12.03 REQUESTS UNDER ARTICLES 12.01 AND 12.02**
- 12.03.01** A request will be made in writing and a confirmation of the request will be sent to the employee and the District Chair.
- 12.03.01.01** When two (2) employees desire a joint transfer to the same location or base they shall so indicate at the time of submission of their transfer requests.
- 12.03.01.02** When two (2) such employees have indicated their preference for joint transfers, as provided for in Article 12.03.01.01, such transfers will be actioned in accordance with Article 12.01.02 or Article 12.02.02 using the seniority date of the junior employee and provided two (2) vacancies are being confirmed.
- 12.03.02** In the event of a Company computer system outage which lasts longer than twenty-four (24) hours, the Company and the Union, at the Headquarters level shall discuss solutions to mitigate any negative impact on the employees.
- 12.03.03** New hires to a Call Centre and transfers from Airports, Customer Relations and CJM under Articles 12.01 and/or 12.02 to a Call Centre must remain in Call Centres for a minimum of twenty-four (24) months from date of entry.
- 12.04 SUBJECT TO ARTICLES 11.01.05, SUBSEQUENT ACTIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:**
- 12.04.01** **Withdrawal** – If the employee desires to withdraw their request at any time prior to a transfer, change of status, change to a Lead work function or change of classification being offered, they may do so in writing in accordance with Article 12.03.01.
- 12.04.02** **Confirmation** – The employee will be advised in writing of the confirmation of their transfer, change of status, change to a Lead work function or change of classification request and will be required to signify their acceptance to the Company in writing within twenty-four (24) hours from the time of the employee’s receipt of confirmation.
- 12.04.02.01** Upon the employee’s acceptance of the transfer, change of status, change to a Lead work function or change of classification, all other requests will be null and void, with the exception of valid requests for transfer in the other status or the other work function within the same location which will remain active.
- 12.04.03** **Refusal** – In the event the employee fails to signify their acceptance in accordance with Article 12.04.02, it will be deemed to be a refusal. In these cases, the employee may re-submit a new request, however, such a request will not be eligible for twelve (12) months from the date of their original refusal.
- 12.04.04** **Reversion** – An employee whose transfer, change of status change to a Lead work function or change of classification has been accepted by the employee as per Article 12.04.02, will not be eligible to withdraw, unless mutually acceptable to the Company and the Union, at the Headquarters level. If the

reversion is accepted, the employee shall be restricted as per Article 12.04.03. In the event a reversion is not mutually acceptable to the Company and the Union, at the Headquarters level, the employee may elect to take furlough without pay with recall rights only to the base to which they were placed on furlough except that in the event of a subsequent staff reduction that would have affected an employee had they not been on furlough, the employee will be returned to work and granted their rights under Article 10. If the reversion is acceptable or if the employee elects to take furlough, the Company will confirm the reversion or furlough in writing to the employee with copies to the Union Headquarters and the Union District Chair. If the employee is placed on furlough they shall be returned to the first vacancy at their base in their classification and Articles 10.12.04 through 10.12.07 shall apply.

12.04.05 An employee transferring, changing status or changing to a Lead work function under the provisions of Article 12.01 or changing classification under the provisions of Article 12.02 shall be given fourteen (14) days notice before effecting the transfer, change of status or change of classification. The fourteen (14) days shall exclude the five (5) days of travel time provided for in Articles 12.01.06 and 12.02.07.

12.04.06 When an exception to the notice in Article 12.04.05 is desired by the Company or the employee, the Union District Chair or their designated alternate will be consulted before transfer dates are finalized.

12.04.07 All requests described in Articles 12.01, and 12.02 shall be considered active for one (1) year from the date of submission.

12.04.08 **Renewal** – An employee who still desires to transfer, change status, change to a Lead work function or classification and keep their request beyond the expiration date will have to submit a renewal request in writing in accordance with Articles 12.03.01 and 12.03.02.

Employees can renew their requests anytime from the ninetieth (90th) day to the day prior to the expiration of the request. During this period, the Company shall remind the employee in writing of the upcoming expiration date of their request.

12.04.09 An employee who is relocated to another location within the base in the same status in accordance with Article 10.10.01 and who submits a valid application to transfer back to their previous location in accordance with Article 12.01, shall not be subject to the time limitations provided for in Article 12.01.03, however, all other provisions shall apply.

12.04.10 In order to expedite requests under Articles 12.02 and 12.02, the Company may, as required, extend conditional offers to applicants subject to the decision of more senior applicants accepting/declining a similar offer. A conditional offer accepted by an applicant is binding and will become effective if confirmed by the Company.

- 12.05** Except for change of status within work locations, 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.
- 12.06** The time limitations as provided for in Articles 12.01.02, 12.01.03 12.02.02 and 12.02.03, shall not be deemed to prevent the Company from accommodating an applicant who has not served in their present location, base or classification for the time specified provided that such transfers, changes of status or changes of classification are mutually acceptable to the Company and the Union at the Headquarters level.
- 12.07** **TEMPORARY VACANCIES**
- 12.07.01** Subject to Articles 12.07.06 and 12.07.06.01, at those locations where there are twenty-five (25) or less employees, the Company may, if required, fill a temporary staff requirement without actioning eligible requests under Article 12, providing such requirement results from the absence of an employee due to vacation, sick leave, Maternity leave, Child Care leave, court appearance leave and time off for Union business.
- 12.07.02** Subject to Articles 12.07.06 and 12.07.06.01, at those locations where there are twenty-six (26) or more employees, but no more than one hundred (100) employees, the Company may, if required, fill a temporary staff requirement without actioning eligible requests under Article 12, providing such requirement results from operational staff shortages resulting from the absence of an employee due to sick leave, Maternity leave, Child Care leave, court appearance leave, time off for Union business and training.
- 12.07.03**
- a) Subject to Articles 12.07.06 and 12.07.06.01, the Company may, if required, fill a temporary staff requirement without actioning eligible requests under Article 12, providing such requirement results from a temporary increase in the workload based on increases in the flight schedule or passenger/call volume which has been separated from the last such increase by at least sixty (60) days, or from temporary operational staff shortages caused by the absence of employees due to training.
 - b) Up to five (5) weeks of classroom training as provided for in Article 12.07.05.04 may be added to the above periods where such training is required. The training period shall not be included within the sixty (60) day period.
- 12.07.04** Nothing herein above shall prevent the Company and the Union at the Headquarters level from mutually agreeing to other types of unusual absences or to a reduction of the sixty (60) days separation provided for in Article 12.07.03 to no less than thirty (30) days.
- 12.07.05** Prior to taking any action under Articles 12.07.01, 12.07.02 or 12.07.03, the Company shall advise the District Chair, and copy Union Headquarters, of the reason and expected duration of the temporary requirement.

- 12.07.05.01** The provisions of Articles 12.07.01, 12.07.02 and 12.07.03 shall not apply to any vacancy expected or known to be in excess of one hundred and thirty-two (132) consecutive days except as provided for in Articles 12.07.05.04 and 12.07.05.05.
- 12.07.05.02** If the vacancy is expected or known to exceed one hundred and thirty-two (132) consecutive days Article 12 shall be actioned, if necessary, as applicable, except as provided for in Articles 12.07.05.04 and 12.07.05.05.
- 12.07.05.03** In the event Articles 12.07.01, 12.07.02 or 12.07.03 have been utilized and the vacancy subsequently exceeds one hundred and thirty-two (132) consecutive days except as provided for in Article 12.07.05.04 and 12.07.05.05, Article 12 shall be actioned as applicable, and the employee who had been filling the vacancy shall be returned to laid off status in accordance with Article 12.07.06.01 or returned to their original status and/or location in accordance with Article 12.07.06.01 or terminated in accordance with Article 12.07.06.02 as applicable.
- 12.07.05.04** Initial basic classroom training for a maximum of five (5) weeks does not form part of the one hundred thirty-two (132) consecutive days.
- 12.07.05.05** Notwithstanding the provisions of Articles 12.07.05.01, 12.07.05.02 and 12.07.05.03 the period of the temporary vacancy may be extended beyond one hundred and thirty-two (132) consecutive days for the purpose of covering the absence of an employee due to Child Care leave and extensions to Maternity leave.
- 12.07.06** The filling of temporary staff requirements will be accomplished by the application of the following in the order stated:
- 12.07.06.01** **Full-time positions** will be offered, in order of seniority, only to employees in the classification holding lay-off status from the base and employees in the location requesting a change of status.

NOTE: However, secondary consideration will be also be given to employees in the base and classification requesting transfer or change of status where the vacancy is occurring if the temporary vacancy is expected to last longer than one hundred and twenty-one (121) days inclusive of training.

Part-time positions will be offered in order of seniority only to employees in the classification holding lay-off status from the location or base.

If the offer is accepted by an employee holding lay-off status, the employee will be returned to lay-off status at the end of the temporary vacancy and for the purposes of Article 10.07.04, the date of return to lay-off status shall be considered the commencement of layoff for the employee. Acceptance or declination of an offer to fill a temporary vacancy will have no effect on the employee's request for recall to a permanent vacancy.

If the offer is accepted by an employee requesting a transfer or change of status, the employee will be returned to their original status and/or location at the end of the temporary vacancy. Acceptance or declination of an offer to fill a temporary vacancy will have no effect on the employee's request for transfer or change of status.

12.07.06.02 Positions not filled through the application of Article 12.07.06.01 and any vacancy created by the application of Article 12.07.06.01 may be filled with temporary employees. Such employees will be terminated at the end of the temporary vacancy unless there is a permanent vacancy available at the base for which there are no eligible requests on file.

The rate of pay for any temporary employee filling such vacancy will be the 1st 52 week period level and such employees will be excluded from participation in all employee benefit plans.

ARTICLE 13 STATUTORY HOLIDAYS

13.01 The following holidays, equivalent time off, or time credit will be granted to all employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Other*	

*Natal Day – Halifax

*St. John the Baptist's Day – Province of Quebec

*August Civic Holiday – Other provinces

13.02 Employees will be advised by posted bulletin listing each employee affected, at least twenty-one (21) days in advance of the Statutory Holiday, if the employee is not required to work on any Statutory Holiday, or, which day is being assigned as the day off with pay in accordance with Article 13.02.01. Failing such notice, the employees will be entitled to work as scheduled.

NOTE: Should staff requirements change within the twenty-one (21) day period, the Company may offer and grant time off in accordance with Article 7.08 to employees scheduled to work on a Statutory Holiday.

13.02.01 In the event a Statutory Holiday falls on an employee's scheduled day off, the employee may, subject to the required notice, be assigned in lieu of the eight (8) hour credit a day off with pay on the scheduled day on immediately preceding or following the Statutory Holiday.

13.03 In summary, on a Statutory Holiday, the following applies:

Hours Worked / Paid	Scheduled to Work	Not Scheduled to Work
0	Regular Pay + 1.5X	8 hours of Pay
8	Regular Pay + 1.5X	8 hours of Pay + 1.5X
Over 8 – 12	1.5X	1.5X
Over 12	Prohibited	Prohibited
Shift Duration (CWW)	Regular Pay + (8 hrs X 1.5)	–

ARTICLE 14 VACATIONS**14.01 GENERAL**

14.01.01 Past Service Recognition – Notwithstanding the provisions of this Article, it is understood and agreed that the employees will be subject to the provisions and regulations of the Company’s policy on past service recognition except that, during the first full calendar year of re-employment, vacation entitlement will be based on the provisions for a reduced vacation entitlement in accordance with Company regulations.

14.01.02 Vacation leave will be taken in consecutive days. Vacation leave is not cumulative and will be taken during the calendar year in which it is earned unless special circumstances warrant otherwise and prior arrangements are made in writing with local management.

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, if they participate in the General Holiday program as per Article 14.09 and the Vacation Purchase Program as per Article 14.10.

14.01.03.02 Additional Time off granted as per the General Holiday and Vacation Purchase Programs, can only be selected following the third round of annual vacation bids.

14.01.04 It is recognized by the parties to this Agreement that restrictions on the selection of vacation times may be necessary. It is agreed, however, that such restrictions are undesirable and should be avoided where possible. Any restrictions on vacation dates must be declared by the Company by October 25th each year. However, at airport locations vacation entitlements shall be based on the flatline formula where there are an equal amount of vacation slots for every week of the vacation year.

14.01.04.01 Where practicable, the scheduled days off of employees will not be considered in the application of restrictions.

14.01.05 Vacation dates will not be exchanged between employees without prior approval of the Company and the Union District Chair or their designated alternate.

14.01.06 When an employee’s vacation falls while they are on sick leave, maternity leave, child care leave or is receiving disability benefits, or is away due to Court appearance, the employee may elect to discontinue sick leave, maternity leave, child care leave, disability benefits or time off for Court Appearance and take the vacation as scheduled. Alternatively, the employee may take vacation with pay, or any part thereof which is displaced, at the conclusion of sick leave, maternity leave, child care leave, disability or Court Appearance and prior to return to work, or at a time not desired by another employee.

14.01.06.01 Notwithstanding the provisions of Article 14.01.06, when an employee’s displaced vacation has not been taken as of December 31st of each year, the employee may elect to receive pay in lieu of that vacation upon return to work. However, payment of the displaced vacation will occur following the reconciliation process as per Article 14.11.

14.01.06.02 The employee shall endeavour, to the extent possible, to advise the Company of their option prior to the commencement of their scheduled vacation.

14.02 ENTITLEMENT

14.02.01 Employees shall be entitled to vacation leave with pay. Such time away from work shall be granted in working days, exclusive of holidays, as provided in Article 13, which may occur during the vacation period in accordance with:

Less than one (1) year of continuous service by December 31st of each year – one (1) day of vacation leave for each full month of continuous service up to December 31st to a maximum of ten (10) days.

More than one (1) year of continuous service by December 31st of each year based on years of service in accordance with the following:

Years of Service	Entitlement
1 through 4 years	10 working days / 80 hours
5 through 14 years	15 working days / 120 hours
15 through 24 years	20 working days / 160 hours
25 years and over	25 working days / 200 hours

Note 1: The above hourly entitlement is reduced by half for part-time employees.

Note 2: When vacation is taken in a work schedule type not conforming to a 5x2 work schedule, the vacation increment will be taken in equivalent hours as provided for above.

Note 3: Vacation guide charts (please see LOU 29), established for various rotational shift schedules are premised on the principle that by granting rotational schedules, by granting vacation in conjunction with regular days off and by permitting employees to split their vacation entitlement into weekly calendar (7 day) increments.

However, in instances where the number of paid vacation days as per the Chart 1 – does not grant an employee a complete calendar week(s) of vacation as per the Chart 2 – the employee has the option, at the time of bid, to select vacation time off as per the following:

- 1) as per Chart 1; or
- 2) as per Chart 2. In such instances, the employee must, when sufficient vacation hours are available, take vacation in weekly

calendar increments. When sufficient vacation hours are not available to take vacation in weekly calendar increments, the employee can then take additional time off without pay in order to obtain a complete calendar week of vacation.

Note 4: If an employee changes shift patterns during the vacation year, the paid vacation time will be impacted positively or negatively depending on the type of work schedule and length of shift the employee will now work.

Note 5: A vacation week shall be bid from Sunday to Saturday. However, employees' vacation will slide in conjunction to their days off to provide the employee with the maximum number of consecutive days off in the scheduled vacation week in which the employee bid. In cases of a tie, the vacation will always slide forward. The employee shall be given the option to start their vacation on the first Sunday of their bid week. Employees will inform the Company immediately following the schedule bid which includes their vacation week, if they choose not to slide their vacation and commence on the Sunday as bid.

Note 6: A vacation calendar year will span from January to December and will include the week that contains January 1st of the following year, thereby commencing the vacation bid of the following year on the second week of January.

Note 7: An employee cannot work on any day within the designated vacation period. ||

14.02.02 For each holiday listed in Article 13 which falls within an employee's vacation, the employee will receive a day off with pay added to that vacation block unless the employee elects for a credit of eight (8) hours for such day.

14.02.03 Employees on a Maternity Leave of Absence or on a Child Care Leave shall not have their vacation entitlement reduced for the following year providing such leave is in accordance with Articles 11.05 and 11.06. Any extension to Maternity Leave shall be subject to a prorated vacation entitlement in accordance with Company regulations.

14.02.04 Employees who are returned from furlough or recall from layoff will have their vacation entitlement prorated for the calendar year following return or recall in accordance with Company regulations.

14.03 SELECTION

14.03.01 At each location, dates will be allocated in order of seniority within each classification.

14.03.02 Employees who fail to request their vacation dates prior to the times described in Article 14.05.01 will be assigned dates, as the case may be, after all other employees in that location have been assigned.

14.03.03 Within locations, employees possessing the greatest seniority will have preference as to the selection of vacation dates.

Employees who have transferred, relocated, exercised bumping privileges, or have been recalled from layoff, or returned from furlough shall carry over their originally bid vacation. However, the Company may displace vacation for training purposes or when the transfer, relocation, recall or return from furlough is of temporary nature of less than thirty (30) days (exclusive of any required training for that assignment). Displaced vacation shall be taken immediately upon completion of the temporary assignment, unless otherwise mutually agreed to between the employee, the Union at the local level and the Company.

14.03.04 Company personnel who enter into the scope of the Agreement and who have not taken the vacation earned will select their vacation dates in accordance with Articles 14.03.01 and 14.05.01.

14.04 RELIEF

14.04.01 Employees who have accepted relief assignments in accordance with Article 8.04 and who have been assigned vacation dates that will occur during the relief assignment shall take that portion of the vacation immediately following the termination of the relief assignment and prior to reporting back to duty at their base.

14.04.02 Employees who return from a relief assignment provided for in Article 8.04 after the deadline for vacation selection dates shall exercise their seniority from available dates after all other requests have been actioned.

14.05 DATES

14.05.01 Unless a different timeline is mutually agreed to by the Company and the Union, employees will bid their vacation time no later than December 5th of each year.

14.05.02 The Company commits to provide the Union with a report of all the confirmed vacation awards no later than seven (7) days following the completion of each location's vacation bid.

14.05.03 The Union at the District Level and the employees shall be notified in writing by the Company with a minimum of seven (7) days prior to the commencement of a vacation bid. The vacation bid will commence no earlier than November 5th of each year. Employees who expect to be absent during the vacation bidding process will advise the Company in writing of their vacation selection(s) prior to the commencement of the vacation bid.

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.

14.07 JOINT VACATIONS

14.07.01 Where two (2) or more employees desire a joint vacation period, they must so indicate at the time they select dates.

14.07.02 When two (2) or more employees have indicated they desire a joint vacation period, each of the employees concerned will assume the seniority of the most junior employee concerned and each shall retain that seniority for vacation selection purposes, for that vacation period so assigned.

14.08 VACATION PAY

14.08.01 Employees who leave the service of the Company for any reason are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of service.

14.08.02 An employee's vacation pay will be equal to two percent (2%) of vacationable earnings for each week of vacation entitlement as per Article 14.02.01.

14.08.03 Vacation pay for employees absent from the workplace for more than thirty (30) consecutive days within a vacation year, with the exception of absences due to workplace injuries, will have their vacation pay prorated according to the time worked during the year. The above does not preclude employees from taking the balance of their vacation entitlement without pay.

14.09 GENERAL HOLIDAYS

14.09.01 Employees may elect to convert nine (9) Statutory Holidays stipulated in Article 13.01 into ten (10) General Holidays. General Holidays will provide eighty (80) paid hours of time off for full-time employees and forty (40) paid hours of time off for part-time employees. This additional time off will be bid in conjunction with the annual vacation bid, however it will not be subject to flatlining as per Article 14.01.04

14.09.02 These General Holidays will however be prorated for employees absent from the workplace for a period exceeding thirty consecutive (30) days as per Article 14.11.

- 14.09.03** For employees enrolling in the General Holiday option, all Statutory Holidays will be treated as a normal working day. Therefore, references to Statutory pay and all other Statutory Holiday provisions shall not apply.
- 14.09.04** This additional time off may be taken as follows:
- 14.09.04.01** Eighty (80) hours for full-time employees, forty (40) hours for part-time employees to be bid in conjunction with the annual vacation bid or;
- 14.09.04.02** Eighty (80) hours for full-time employees, forty (40) hours for part-time employees deposited into the employee's time bank for use throughout the calendar year or;
- 14.09.04.03** A combination of Articles 14.09.04.01 and 14.09.04.02 above, by splitting the entitlement equally in half (forty (40) hours for full-time employees, twenty (20) hours for part-time employees) to be bid in conjunction with the annual vacation bid and the remaining half to be deposited into the employee's time bank for use throughout the calendar year.
- 14.09.05** Employees who elect not to convert Statutory Holidays to General Holidays will maintain nine (9) Statutory Holidays as stipulated in Article 13.01. Eight (8) hours of time credit per Statutory Holiday will be banked/paid to employees following each applicable Statutory Holiday. For these employees who work the Statutory Holiday(s), applicable premium credits as per Article 13.03 will be reconciled and paid during the Vacation, General Holiday & VPP annual reconciliation as per Article 14.11.
- 14.09.06** The Vacation Purchase Program as per Article 14.10 will become a secondary source of additional time off and will only be offered to employees who select the option described in Article 14.09.04.01 for the applicable year.
- 14.09.07** When granting additional time off on a Statutory Holiday as per Article 13.02 and subject to operational requirements, time off will first be granted to employees who elected, as per Article 14.09.05, not to convert Statutory Holidays to General Holidays.
- 14.10** **VACATION PURCHASE PROGRAM (hereinafter VPP)**
- 14.10.01** The Company will offer all employees the opportunity to purchase one (1) additional week of vacation per year. Should an employee choose not to participate in the VPP, residual weeks will not be made available to other employees unless otherwise offered by the Company.
- NOTE 1: Notwithstanding the above, VPP will not be offered in "Small Base" locations with the exception of Saskatoon and Regina.
- NOTE 2: Notwithstanding the above, VPP will only be available to employees who fully subscribe to the General Holiday option as per Article 14.09.04.01

- 14.10.02** Temporary employees and inactive employees who do not have a scheduled return to work date by October 1st for the applicable VPP year will be excluded from participating in the VPP program.
- 14.10.03** For the purpose of the VPP, one (1) week equates to forty (40) hours for full-time employees and twenty (20) hours for part-time employees.
- 14.10.04** The Company will maintain the ability to determine the times of the year in which the additional vacation will be made available and the ability to plan the number of VPP slots by week which could include different levels of VPP by week throughout the periods identified.
- 14.10.05** The Company, at its sole discretion, may offer more vacation weeks than outlined in Article 14.10.01. The offering of this additional vacation in one or more locations or status shall not oblige the Company to offer more vacation in any other location or status.
- 14.10.06** For each week of additional vacation awarded to an employee, the employee will be charged 2 percent (2%) of their basic salary for one entire year. This will be paid via payroll deduction throughout the vacation year.
- 14.10.07** Alternatively, for each week of additional vacation awarded to an employee, the employee may choose to deduct forty (40) hours for full-time employees or twenty (20) hours for part-time employees from their time bank (Article 7.07.02). In order for an employee to utilize this option, they must have adequate hours in their time bank as of the closing period for applications of vacation purchase. These hours will be debited in their entirety following the award of the additional vacation.
- 14.10.08** Employees will be allowed to combine the two (2) methods of purchase described above if they are granted two (2) VPP weeks.
- 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: 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.
- 14.10.10** Participation in the VPP will be terminated should the employee elect to change status in order to participate in the Retirement Phase-in program.
- 14.10.11** In the event that an employee chooses to accept a transfer, change of status or change of classification under Article 12, the employee may continue

participation in the Vacation Purchase Program. The same will be applicable to an employee returning from an extended absence from the workplace.

14.11 Vacation, General Holiday & VPP Annual Reconciliation

14.11.01 The Company will reconcile annually the vacation time taken and paid as per Article 14.02.01 to the employees' vacation pay entitlement as per Article 14.08.

14.11.02 The Company will reconcile annually the General Holiday time taken as per Article 14.09.04 to their prorated General Holiday entitlement as per Article 14.09.02.

14.11.03 The Company will reconcile annually the premium credits attached to the shifts of employees who elected, as per Article 14.09.05, not to convert Statutory Holidays to General Holidays.

14.11.04 The Company will reconcile annually time taken as VPP to the time bank hours / pay deductions.

14.11.05 The Company will establish an annual reconciliation process encompassing vacation entitlement, General Holiday and VPP. If the reconciliation process requires employees to refund the Company, employees will be notified thirty (30) days in advance of amounts that must be refunded to the Company.

14.11.06 The refund process will occur in the following order:

1. Deductions from the employee's time bank; and if insufficient,
2. Payroll deductions to a maximum of \$150 per pay period for full-time employees and \$75 per pay period for part-time employees.

14.11.07 If the reconciliation process results in the Company owing money to the employee, the full amount will be reimbursed in a timely manner in one lump sum.

ARTICLE 15 GRIEVANCE PROCEDURE – GENERAL

15.01 It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, or other causes for complaint but excluding appeals from disciplinary action and discharge which are provided for in Article 16.

15.01.01 If an employee has a complaint, or if they believe they have the basis of a grievance, they may have a personal talk with management at their location, if they so desire, with a view to resolving the matter.

15.01.02 If the employee fails to resolve the matter through the provisions of Article 15.01.01, or if they elect to bypass the provisions of Article 15.01.01, they may ask their District Chair to enter into informal discussions with management at their location on their behalf with a view to resolving the matter prior to initiating a grievance. The employee may elect to accompany the District Chair at all such meetings or they may elect to have the District Chair enter into such discussions in their absence.

15.02 GRIEVANCE PROCEDURES

15.02.01 Grievances initiated at the Step 1 level under this Article shall be initiated by the Union District Chair and only after the required informal discussion(s) provided for in Article 15.01.02.

15.02.02 Throughout the grievance procedure the Union shall be given the full opportunity to present evidence and make representation.

15.03 STEP 1 – LOCAL LEVEL

15.03.01 Following the last informal discussion, the Union District Chair shall have fourteen (14) days in which to lodge a formal appeal to Step 1 of the grievance procedure. The Company shall hold a hearing within seven (7) days of receipt of a written grievance and reasonable notice of the hearing shall be given to the Union District Chair. The Company shall have seven (7) days to render a decision in writing from the close of the hearing. Failing answer or satisfactory adjustment within the above time limits, the grievance may be submitted to the Union Headquarters for appeal to the Step 2 level.

15.04 STEP 2 – CORPORATE LEVEL

15.04.01 An appeal from Step 1 must be lodged by the Union at the Headquarters level within seven (7) days of receipt of the Company's decision at Step 1.

15.04.02 The Union Headquarters may also initiate grievances at the Step 2 level when such grievances are too large in scope to fall under the Step 1 level. In such cases, the matter will first be discussed with a Company Headquarters representative designated by the Company. The Company representative

shall have seven (7) days to adjust the matter. Failing answer or satisfactory adjustment within the above time limit, the grievance may be initiated.

15.04.03 The Company shall contact the Union within seven (7) days from receipt of a written grievance for the purpose of scheduling a hearing, subject to Article 15.05, within thirty (30) days of receipt of the grievance.

15.04.04 The Company shall have seven (7) days to render a decision in writing from the close of the hearing. Such decision shall also contain the facts and position presented by the Company during the hearing as well as facts obtained by the Company during any investigation conducted subsequent to the hearing.

15.05 UNRESOLVED GRIEVANCES

15.05.01 If a decision rendered at the Step 2 level is not satisfactory and the complaint deals with a case of alleged misinterpretation or violation of this Agreement, the matter may be taken to arbitration in accordance with the provisions of Article 17.

15.05.02 At the Step 2 level, if the Company fails to hold the hearing in the manner set forth in Article 15.04, or render a decision within the specified time limits, the grievance may be appealed to arbitration, if the Union so wishes, in accordance with the provisions of Article 17, and the Company shall bear all expenses and fees of the arbitrator.

15.06 TIME LIMITS

15.06.01 If a grievance is not initiated within the prescribed time limits, it shall become null and void, and if a decision is not appealed within the prescribed time limits, it shall become final and binding.

15.06.02 When notice of intent to arbitrate is given to the Company, the notice shall be given to the Company within thirty (30) business days following receipt of the Step 2 level decision.

15.06.03 The time limits may be extended by mutual agreement.

15.07 WITNESSES

15.07.01 The Union/Company may have any witness(es) present who can give relevant evidence on the matter in question.

15.07.02 Employees who are Union witnesses shall be given time off without pay for a time sufficient to permit them to appear as witnesses, subject to staff requirements. If a witness is denied such time off, the testimony the employee would have given will be entered at the Step 2 level in the position of the Union. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.

15.08 CORRESPONDENCE

15.08.01 All correspondence under this Article shall be copied to the District Chair and the Union Headquarters.

15.08.02 Appeals being lodged in accordance with Article 15.03 shall be directed to the Manager designated by the Company. The Union District Chair shall be advised, in writing, of the Manager so designated and of any changes thereto. Appeals being lodged in accordance with Article 15.04 shall be directed to the Director, Labour Relations – Customer Service.

ARTICLE 16 DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES

16.01 This Article is to provide for the procedures relating to disciplinary and discharge action and the prompt handling of appeals.

16.01.01 INVESTIGATION

16.01.01.01 Under circumstances where disciplinary or discharge action is contemplated as a result of an alleged misdemeanour, the Company may initiate an investigation in order to consider all factors involved. Such investigations may involve any of the employees, or others, as deemed necessary by the Company.

16.01.01.02 If it is considered undesirable that an employee should be allowed on company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to three (3) business days.

16.01.01.03 Whenever the Company is going to interview an employee in the course of an investigation, they shall first advise the employee: of their right to have a Union representative as an observer during an interview; that an investigation is being held; and, the matter which is under investigation.

16.01.02 DISCIPLINARY AND DISCHARGE ACTION

16.01.02.01 No employee shall be disciplined or discharged except for just cause.

16.01.02.02 Disciplinary or discharge action will not be initiated without prior discussion with the employee. At the commencement of the discussion the employee will be advised of: their right to have a Union representative present; the alleged misdemeanour(s); and, that discipline or discharge action is being contemplated.

NOTE: The foregoing will not preclude the Company from initiating discharge action without such prior discussion in those instances where the employee is not reasonably available.

16.01.02.03 When disciplinary action is verbal, the employee shall be advised of the specific reason(s) and of their right to appeal the disciplinary action.

16.01.02.04 When disciplinary action such as a Disciplinary Letter or Suspension Without Pay is taken, the employee shall be advised in writing and the advice shall also inform the employee of the precise reason(s) for such action together with the employee's right to appeal the disciplinary action.

16.01.02.05 Implementation of a Suspension Without Pay shall be withheld until all appeal procedures requested in accordance with Article 16.02 have concluded.

16.01.02.06 When disciplinary action is in the form of discharge, the employee shall be advised in writing that they are Suspended Pending Discharge and the

advice shall also inform the employee of the precise reason(s) for such action together with the employee's right to appeal the disciplinary action.

16.02 APPEAL PROCEDURES

16.02.01 If the employee feels they have been unjustly dealt with, they shall have the right 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.

16.02.02 Throughout the appeal procedures, the employee or the Union shall be given full opportunity to present evidence and make representation.

16.03 STEP 1 – Local Level

16.03.01 Each appeal must be lodged in writing, within seven (7) days from receipt of the advice to discipline. The Company shall hold a hearing within seven (7) days of receipt of a written appeal and reasonable notice of the hearing shall be provided to the Union. Prior to holding the hearing, the Company will provide the District Chairperson all relevant and available evidence pertaining to the discipline (see MOU 12). The Company shall have seven (7) days to render a decision, in writing, from the close of the hearing. Failing a decision or a satisfactory settlement within the above time limits, the matter may be appealed to the Step 2 level.

16.04 STEP 2 – Corporate Level

16.04.01 The procedures shall be in accordance with the dispositions of Articles 15.04.01, 15.04.03, 15.04.04.

16.04.02 The Company's decision in the case of such appeals and hearings may uphold a previous Company decision, or fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.

16.04.03 Where Articles 16.03.01 and 16.04.01 refer to the word Union, it shall be deemed to be the employee or the Union, as appropriate.

16.05 UNRESOLVED APPEALS

16.05.01 If a decision rendered at the Step 2 level is not satisfactory, the matter may be taken to arbitration in accordance with the provisions of Article 17.

16.05.02 At the Step 2 level, if the Company fails to hold the hearing in the manner set forth in Article 16.04.01, or render a decision within the specified time limits, the matter may be appealed to arbitration, if the Union so wishes, in accordance with Article 17, and the Company shall bear all expenses and fees of the arbitrator.

16.06 TIME LIMITS

- 16.06.01** If an appeal is not initiated within the prescribed time limits, the Company's current decision shall be final and binding.
- 16.06.02** When notice of intent to arbitrate is given to the Company, the notice shall be given to the Company within thirty (30) business days following receipt of the Step 2 level decision.
- 16.06.03** Time limits may be extended by mutual agreement.
- 16.06.04** If an employee is to be disciplined in the form of Suspension Without Pay, the suspension shall be applied in consecutive work days. The Company will endeavour to commence the suspension within thirty (30) days following the expiration of the appeal periods as provided for in Articles 16.03.01 and 16.04.01, or within thirty (30) days following receipt of the Company's decision at the Step 2 level.
- 16.06.05** If the employee is to be disciplined in the form of discharge, the discharge will take effect on the day following the expiration of the appeal periods as provided for in Articles 16.03.01 and 16.04.01, or following receipt of the Company's decision at the Step 2 level.

16.07 WITNESSES

- 16.07.01** The Union/Company may have any witness(es) present who can give relevant evidence on the matter in question.
- 16.07.02** Employees who are Union witnesses shall be given time off without pay for a time sufficient to permit them to appear as witnesses, subject to staff requirements. If a witness is denied such time off, the testimony the employee would have given will be entered at the Step 2 level in the position of the Union. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.

16.08 CORRESPONDENCE

- 16.08.01** All correspondence under this Article shall be copied to the employee concerned, the District Chair and the Union Headquarters unless the employee concerned advises the Company that they wish to proceed by handling the matter on their own behalf as provided for in Article 16.02.01.
- 16.08.02** All correspondence to an employee concerning discipline in the form of Suspension Without Pay shall remain on the employee's personal file for a period of two (2) years from the advice in writing as provided for in Article 16.01.02.04, subject to Article 16.08.05.
- 16.08.03** In the event the Suspension Without Pay is modified through either the appeal or arbitration procedures, the original advice will be removed from the employee's personal file and replaced with the final decision, unless such

decision is to exonerate the employee, in which case all correspondence will be removed.

- 16.08.04** Provided that no subsequent correspondence of a disciplinary nature is added to the employee's personal file in the two (2) year period, the correspondence referring to the Suspension Without Pay will be deleted from the employee's personal file: furthermore, when such correspondence is deleted, the employee will be so advised in writing.
- 16.08.05** In the event subsequent disciplinary correspondence is placed on the employee's personal file, the previous correspondence relative to Suspension Without Pay shall remain on the employee's personal file until the expiry date of the subsequent correspondence, or until such time the two (2) year period has expired, whichever is the later.
- 16.08.06** When correspondence of a disciplinary nature is removed from the employee's personal file, the circumstances that led to the discipline shall not be referred to in relation to any subsequent disciplinary action.
- 16.08.07** Appeals being lodged in accordance with Article 16.03 shall be directed to the Manager designated by the Company. The Union District Chair and the employees shall be advised, in writing, of the Manager so designated and of any changes thereto. Appeals being lodged in accordance with Article 16.04 shall be directed to the Director, Labour Relations – Customer Service.

ARTICLE 17 ARBITRATION

17.01 Any dispute not settled in Articles 15 or 16 may be submitted to arbitration and hearings shall be held and decisions rendered under the provisions herein set forth. The party requesting arbitration will serve notice of intent to arbitrate to the other party in accordance with the disposition of Article 15 or 16.

17.02 SINGLE ARBITRATOR

17.02.01 A panel of arbitrators will be mutually agreed to by the parties. The panel will not exceed ten (10) arbitrators and will be reviewed annually at the first 18.03 Headquarters Meeting; however, vacancies shall be filled by agreement as they occur.

17.02.02 In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case.

17.02.03 An arbitrator shall be selected from the mutually agreed-to panel in the following manner. Each arbitrator will be called upon to act on a rotation basis. The arbitrator will be contacted to determine their availability within the applicable period of time as follows: with respect to a case where financial liability is expected to exceed thirty (30) days, during the forty-five (45) days and, with respect to any other appeal case, during the ninety (90) days, following receipt of notice of intent to arbitrate. If that arbitrator is not available within the applicable period of time outlined above, but is available at a later date, the parties may agree to accept that later date or proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed.

17.03 The arbitrator shall hold hearings at which the Company and the Union shall have the opportunity to present evidence, witnesses, argument and summation, and shall issue a written award within thirty (30) days from the date of the final hearing. No fact or position shall be presented by the Company, nor permitted, which was not contained in the Company's decision at the Corporate level.

17.04 The arbitrator shall have the authority to render any decision that they consider just and equitable.

17.05 The arbitrator's decision shall be final and binding on the Company, the Union and the employee(s) involved. In the event that the arbitration board does not reach a majority decision, the decision of the Chair will be considered as final and binding.

17.06 The Company and the Union shall share equally the costs of the arbitrator.

17.07 The arbitrator shall establish procedures consistent with the requirements of natural justice.

17.08 The arbitrator or arbitration board shall not make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of the Agreement. A monetary award may be granted as determined by the arbitrator or arbitration board.

ARTICLE 18 UNION-MANAGEMENT RELATIONS**18.01 COMMUNICATIONS IN WRITING**

18.01.01 All communications to an employee involving any of the following shall be in writing and copied to the Union District Chair: Letters of Expectation; Compliance Notification and letters; alterations to scheduled shifts, scheduled shift starting times and scheduled days on/days off; time off under Article 7.08.02; daily synopsis; assignments under Article 8 and Letters of Understanding No. 16 and 17; layoff and recall; leaves of absence; transfers, change of status and furlough; Off-Duty Status; promotion; demotion; and, termination; additionally, all correspondence under Article 15 and Article 16 shall be copied to the Union District Chair and the Union at the Headquarters level, subject to Article 16.08.01.

18.02 LETTERS OF UNDERSTANDING

Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement as if it had been incorporated herein. A Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the Headquarters level.

18.03 UNION-MANAGEMENT COMMITTEE

18.03.01 It is recognized that meetings between the Company and the Union are essential to the maintenance of good employee-employer relations and the establishment of mutual confidence and trust.

18.03.02 Union-Management committees will be established at each base and/or location to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, Work Schedules or Sub-Schedules, methods, safety, operating efficiency, maintenance of good morale and to provide for advance discussion of other changes affecting the work or working conditions of employees.

18.03.03 At the base and/or location level, meetings will be held each month.

18.03.04 At Union-Management Headquarters level, meetings will be held at least once each quarter between Union Headquarters representatives and representatives of the Corporate Management level.

18.03.05 The dates of such meetings will be established by mutual agreement and minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

18.03.06 The meetings of Union-Management Committees shall not be considered as being in lieu of the Grievance procedures.

18.04 TIME OFF – UNION BUSINESS

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

18.04.01.01 Where Union Headquarters requests time off for employees to attend pre-scheduled educational training, the Company shall, within reason, ensure those employees so designated will be released from duty. Union Headquarters shall request such time off from the Company at the Headquarters level and such requests to the Company shall afford as much notice as possible.

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	30 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

The calculation of the number of employees will be based on the Unifor seniority list on December 31st of the previous year, excluding temporary employees and employees under Article 18.04.01.03, but including probationary employees.

18.04.01.03 For the purposes of the calculation, only employees who are on the Unifor seniority list as of December 31st of the previous year and who have worked at least one day, with the exception of any employee holding layoff status will be included.

NOTE 1: The Unifor Bargaining Representatives, the Unifor Local President and the Unifor permanent staff will also be excluded from the

calculation. The District Chairs, Vice-Chairs, Vice-Presidents and other Union officers shall however be included.

NOTE 2: The calculation of the number of employees for the purpose of allocating Time off for Union District Chairs will be calculated at the beginning of every year as per Articles 18.04.01.02 and 18.04.01.03, however, the new calculation will only be in effect for that year.

18.04.02 The Union shall be billed for the time off except in those cases where the Company has agreed to absorb certain costs. In either case, the employees involved in this activity are not debited or removed from the payroll. The time billed will be the actual scheduled time off and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that they may be replaced on an overtime or recall basis.

18.04.03 Time off shall be charged to either the Union or the Company, depending on the activity, on the following basis:

Grievance Procedure General, Discipline and Discharge Charge to Code Number

Step 1:

Aggrieved Employee(s).....	1
Union Representative(s) Two only.....	1

Step 2:

Aggrieved Employee(s).....	1
Union Representative(s) Two only (including members of Bargaining Committee).....	1 or 2

Union-Management Committee Meetings (Article 18.03)

District Level:

District Chair.....	1
District Vice-Chair.....	1
District Union Representative (when authorized by Management).....	1

Headquarters Level:

Bargaining Committee.....	2
District Representatives (when authorized by Management).....	1

Technological Change Meetings (Article 18.07.03)

Union Representative(s) One only.....	1
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Monitoring and Measurement Joint Review Board Meetings (L11.04)
 Union Representative(s) One only.....1

Employee Introduction. This includes addressing new employees at basic or localized training sessions in order to cover the following: introduction to Union Officers with whom the employee will be coming in contact; objectives of the Union’s constitution; outline of the Union’s structure and history; Rand Formula and check-off; application of the Collective Agreement; Government legislation applicable to Union operation; question and answer period. The presentation will be scheduled during the last thirty (30) minutes of any day within the training period with a forty-five (45) minute limitation.

District Chair.....1
 District Vice-Chair.....1
 District Union Representatives.....1

Union-Management Meetings
 (other than Union-Management Committee meetings)

District Level:
 District Chair.....1
 District Vice-Chair.....1
 District Union Representatives.....1

Headquarters Level:
 Bargaining Committee.....2
 District Union Representatives
 (when authorized by Management).....1

Negotiations:
 Five (5) Union designated members of the Union Bargaining Committee
 for time spent in direct negotiations with the Company.....2

18.04.03.01 Time off required by members of the Union Bargaining Committee for activities other than those directly related to Air Canada will be cleared at the Headquarters’ level and charged to the Union on the following basis:

Time required for Union activities not directly related to Air Canada.....4

18.04.03.02 Time off required by the employee appointed by the Union to the position of National Health and Safety Coordinator will be cleared through the Company at the Corporate level and charged to the Union or the Company on the following basis:

– Time required for activities for their duties involving Company employees and Company representatives.....2
 – All other time required.....4

18.04.04 Time spent by a Union representative attending meetings with the Company outside the representative’s scheduled shift will be computed at straight time.

18.04.05 Except as provided for above, the Union will bear the cost of all time off for the Union members and officers while participating in recognized Union activities. This will include but is not limited to: Union conventions; executive meetings; meetings to discuss internal Union business; arbitration; conciliation. The Union will bear the cost of time off for other than those designated members of the Union Bargaining Committee for whom the Company accepts responsibility salary-wise for the time spent in negotiations.

District Chairs.....	3
District Vice-Chairs.....	3
District Union Representatives.....	3
Bargaining Committee Members.....	4
Vice-Presidents.....	4
Health and Welfare Trustees.....	5

18.04.06 Explanation of Codes

CODE 1 Time off for Union District Chairs, Vice- Chairs, representatives, and members to be absorbed by the Company.

CODE 2 Time off for Union Vice-Presidents and Bargaining Committee Members to be absorbed by the Company.

CODE 3 Time off for Union District Chairs, Vice-Chairs, representatives, and members to be charged to the Union.

CODE 4 Time off for Union Vice-Presidents and Bargaining Committee Members to be charged to the Union.

CODE 5 Time off for Union Health and Welfare Trustees to be charged to Health and Welfare Trust.

18.04.07 District, as referred to throughout this section, shall be those districts as defined in the Union’s By-Laws or Constitution. In no case shall the number of districts or chairpersons exceed two (2) at any base for the purpose of time charges absorbed by the Company, except in cases where more than one (1) airport location exists within the same base, in which case the number of districts or chairpersons shall not exceed three (3) at any base.

18.04.08 LEAVE OF ABSENCE – UNION BUSINESS

Employees who have been elected or appointed to carry out business authorized by the Union on a full-time basis shall be granted a Leave of Absence for this purpose. The Union will advise the Company of the name(s) of such employee(s), the term of such leave, and the specific purpose. The Union shall repay the Company for the Company’s costs incurred in Employee Benefit Plans and the employee(s) shall continue to pay their contributions

directly to the Company. The Company shall provide such employees with free and reduced-rate transportation in accordance with Company regulations. Such employees shall continue to accrue seniority and service while on leave of absence.

18.05 CORPORATE REORGANIZATION

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

18.06 BULLETIN BOARDS

The Union shall have the 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

18.07.01 The intent and purpose of the following Articles is to ensure that ample consideration is given to the effect technological change will have upon the job security and conditions of employment of employees as well as the continuing effectiveness of the Company.

18.07.02 Definition – Technological change means the introduction of equipment or material different in nature or kind, from that previously utilized and to the processes or manner in which work is carried on related to the introduction of such equipment which affects a significant number of employees.

18.07.03 To ensure the intent, purpose and benefits of technological change are achieved, the Company will meet at the Headquarters level with members of the Bargaining Committee and designated representatives of the Union at least once each quarter but in any case no less than one hundred and eighty (180) days prior to the implementation of any technological change.

18.07.04 The Company shall provide the above representatives with materials pertaining to technological change which may be required to ensure that the fullest discussion will take place on such matters as retraining, filling of jobs created by technology, change of work methods, reorganization of work, change to the method of organization, etc., so as to ensure the change is implemented with the least possible disruption and with the maximum possible benefits to the Company and the employees.

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).

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).

18.08 EMPLOYEE STATISTICAL LISTS

18.08.01 The Company shall provide Union Headquarters with monthly computer printout lists showing the numbers of employees on the following basis:

- employees by years of service; and
- employees by year of birth; and
- employees by base.

18.08.02 The aforementioned lists shall be as of the last day of each calendar month.

18.09 HEALTH AND SAFETY

18.09.01 It is the responsibility of all Company personnel and employees to ensure and promote the continued health and safety of the employees. In addition, each employee as well as each Union representative has an obligation to bring any situation which in their opinion represents a hazard to the health and safety of the employees to the attention of the Company.

18.09.02 LOCAL HEALTH AND SAFETY COMMITTEES

18.09.02.01 The Company shall, for each base and/or location at which twenty (20) or more employees are employed, establish a Health and Safety Committee. The members of each Committee shall be determined in accordance with the following:

Number of Employees

20 – 199	One (1) selected by the Union; One (1) selected by the Company.
200 – 599	Two (2) selected by the Union; No more than two (2) selected by the Company.
600 and over	Three (3) selected by the Union; No more than three (3) selected by the Company.

18.09.02.02 The Company shall post and keep posted the names and work locations of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of the employees.

18.09.02.03 The Health and Safety Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the health and safety of the employees represented by the Committee;
- (c) shall cooperate with any occupational health service established to serve the workplace;
- (d) may establish and promote health and safety programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the health and safety of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the health and safety of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall cooperate with safety officers;
- (j) may request from an employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- (k) shall have full access to all government and employer reports relating to the health and safety of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person; and,
- (l) may conduct a workplace inspection at least once each month. The results of the inspection shall be discussed at the monthly Health & Safety Committee meeting.

18.09.02.04 The Health and Safety Committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on their request.

- 18.09.02.05** The Health and Safety Committee shall meet at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required.
- 18.09.02.06** A member of a Health and Safety Committee is entitled to such time from their work as is necessary to attend meetings or to carry out any other function as a member of the Committee, and any time spent by the member while carrying out any of their functions as a member of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.
- 18.09.02.07** No member of a Health and Safety Committee is personally liable for anything done or omitted to be done by them in good faith.
- 18.09.02.08** At locations and/or bases with less than twenty (20) employees, the Union shall select an employee as a Health and Safety representative.
- 18.09.02.09** The Company shall post and keep posted in a conspicuous place or places where it is likely to come to the attention of the employees, the name and work location of the Health and Safety representative.
- 18.09.02.10** A Health and Safety representative:
- (a) shall receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees represented by the representative;
 - (b) shall participate in all inquiries and investigations pertaining to occupational health and safety, including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
 - (c) shall monitor, on a regular basis, programs, measures and procedures related to the health and safety of employees;
 - (d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
 - (e) may request from an employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace; and
 - (f) shall have full access to all government and employer reports relating to health and safety of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person.
 - (g) may conduct a workplace inspection at least once each month and report the results of such inspections to the Company.

- 18.09.02.11** A Health and Safety representative is entitled to such time from their work as is necessary to carry out their functions as a representative and any time spent by them while carrying out any of those functions shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.
- 18.09.02.12** No Health and Safety representative is personally liable for anything done or omitted to be done by them in good faith.
- 18.09.03** Matters which are too large in scope or matters that cannot be resolved at the local Health and Safety Committee level may be dealt with at the Union-Management Headquarters level as per Article 18.03.04.

ARTICLE 19 GENERAL PROVISIONS**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.

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.

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.

19.02.03 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 (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.

19.03 SAVING CLAUSES

19.03.01 Should any part or provision of this Collective Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19.03.02 Where the provisions of this Agreement are at variance with the Company regulations the former shall take precedence.

19.04 COPIES OF AGREEMENT

19.04.01 The Company and the Union desire that all employees and all levels of management affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of management concerned shall be given a copy of the Agreement and any subsequent changes to the Agreement including Letters of Understanding.

19.04.02 As soon as practical, the Company and the Union will agree to a final draft of the Collective Agreement prior to printing. The Company shall be responsible for the preparation and printing of both the French and English versions of the Agreement within six (6) months following ratification. The cost of printing will be the responsibility of the Company.

19.04.03 The Agreement shall be published in both French and English, and both versions shall have equal application. In the event of conflicting translation or interpretation, the version in which a clause was negotiated shall govern.

19.05 EMPLOYEE STATUS

19.05.01 All employees shall be permanent except for those hired under the provisions of Articles 12.07.06 who shall be classified as temporary.

19.06 TRAINING

19.06.01 All training other than on the employee's scheduled shift will be in accordance with Article 7 and/or Article 13.

19.07 GROUP LIFE INSURANCE

19.07.01 For full-time employee below the age of 65, the Company will pay the full cost of the Group Life Insurance Plan up to a maximum coverage of \$70,000.00. Coverage in excess of \$70,000.00 will continue to be shared on a 50/50 basis. The level of coverage will be two and one-half (2½) times the basic annual salary up to a maximum of \$80,000.00 and for part-time employees the maximum coverage will be \$40,000.00. The maximum level of paid-up life insurance for retired employees will remain at one fourth (¼) of coverage at time of retirement up to a maximum of \$10,000.00.

19.07.02 For full-time employees age 65 to 69, the Company will pay the full cost of the Group Life Insurance Plan up to a maximum coverage of \$40,000.00. The level of coverage will be two and one half (2½) times the basic annual salary up to a maximum of \$40,000.00 and for part-time employees the maximum coverage is \$20,000.00.

19.07.03 For employees age 70 and over, the Company will pay the full cost of the Group Life Insurance Plan up to a maximum coverage of \$10,000.00. The level

of coverage will be two and one half (2½) times the basic annual salary up to a maximum of \$10,000.00.

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.

19.08 GROUP LIFE INSURANCE DISABILITY INCOME PLAN

19.08.01 Employees shall be in a plan established for Unifor – Canada, Local 2002 participants on an employee-pay-all-basis. The Company will provide payroll deduction facilities and remittances of appropriate deductions to the Unifor – Canada, Local 2002, Health and Welfare Trust Plan Fund. There will be separate underwriting and funding of the revised program with separate policy or policies issued to the Unifor – Canada, Local 2002, Health and Welfare Trust Plan Fund by the underwriter(s) of their choice. Air Canada will continue to assist in initial channelling and handling of claims material and providing other administrative cooperation to ensure the effective and smooth operation of the program. Air Canada shall have the right to name one observer to the Group Insurance Disability Income Plan. Participation in GIDIP under the Unifor – Canada, Local 2002, Health and Welfare Trust Plan Fund sponsored plan shall remain a condition of employment for all full-time employees, for part-time employees who have elected to participate and for all part-time employees hired or who changed status from full-time on or after April 1, 1984.

19.08.02 The Group Disability Insurance program (GIDIP) ends on the date the employee attains the age of sixty-five (65). The premiums will cease on the pay period following the employee's birth date.

19.08.03 The Company shall pay to the Unifor – Health and Welfare Trust, an amount equal to forty dollars (\$40.00) for each full-time permanent employee and twenty dollars (\$20.00) for each part-time permanent employee as of December 31st each year. Such amounts shall be used by the Health and Welfare Trust to improve benefits.

19.09 SUPPLEMENTARY HEALTH INSURANCE

19.09.01 For all employees below the age of 65, the Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be seventy-five thousand dollars (\$75,000.00), with an annual reinstatement of two thousand dollars (\$2,000.00).

19.09.02 Article 19.09.01 will also apply to employees age 65 and over, however, these employees must coordinate these benefits with their provincial public health care plan providers. The Company's plan will be the second payer for prescription drug coverage.

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 of two thousand (\$2000.00) per five (5) year period.

19.09.05 Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, Podiatrists and Chiropodists 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.

19.09.06 The Company will reimburse the reasonable and customary costs of compression stockings, orthotics, orthopedic shoes and orthopedic boots upon the employee providing medical justification and proof of purchase, in accordance with Company policies.

19.09.07 The Company will provide coverage for massage therapy, in accordance with the Plan, to a maximum of eighty dollars (\$80.00) per visit to a 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.

19.10 DENTAL INSURANCE

19.10.01 For all employees, the Company will pay the full cost of premiums for the Group Dental Insurance Plan. The Company shall be the sole policy holder and administrator of the above-mentioned Plan.

19.10.02 For all employees, the annual maximum of covered expenses is two (2) thousand dollars (\$2,000.00) per calendar year per person. The basic dental services coverage is payable at ninety (90%). The maximum orthodontic coverage for dependent children will be two thousand five hundred dollars (\$2,500.00).

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

19.11.01 The Company will pay the full cost of a 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.

NOTE: Notwithstanding the above, a \$600 maximum will be payable for Laser eye surgery provided no further claims under the vision plan for a period of forty-eight (48) months.

19.12 EMPLOYEE ASSISTANCE PROGRAM

In our industry, people encounter a wide range of problems not necessarily associated with job functioning, but which can have a serious effect on family, friends, health and ultimately their ability to maintain good work performance.

Air Canada and Unifor Local 2002 recognize that many human problems can be successfully treated provided they are identified in their early stages, and referral is made to an appropriate professional resource. This is true whether the problem is one of alcoholism, drug dependency or other medical/social problems.

The Employee Assistance Program has been developed to ensure a better understanding of policy and guidelines for assisting employees who are experiencing problems which may affect their health, their relationship with others, or their job performance.

All employees have the right to participate in the Employee Assistance Program without fear of job recrimination and regardless of their status.

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

It will be the responsibility of the Unifor Local 2002 Employee Assistance Program Coordinator to ensure that the needs of all District Chairs or their designate are met in the areas of program promotion and training. All elected / appointed District Chairs or their designate will be required to attend "Recognizing a Troubled Employee and Referral Guidelines Workshop".

19.13 WOMEN'S ADVOCATE

19.13.01 Domestic Violence Leave: 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. 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.

19.13.02 The Company and the Union recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home or events in the workplace. For this reason, the parties agree to recognize the role of a female member to be the Women's Advocate in each of the five (5) regions of the Country. The Women's Advocate in the eastern region must be bilingual.

19.13.03 Each Women's Advocate will be designated, by joint agreement by the Company and the Union, from within the female members of the Unifor / Air Canada bargaining unit that are recommended by the Unifor, based upon the candidates qualifications, experience and aptitudes.

The Women's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

19.13.04 The Company agrees to provide the Women's Advocate with a guarantee of two (2) hours per week of Company paid release time in order to perform her duties. The time of the release from duties will be mutually agreed upon between the Women's Advocate and her manager within two (2) weeks following the awarding of her schedule. Every effort will be made in order to ensure that the time of the release has the least impact upon operations.

19.13.05 If more than the two (2) hours per week of guaranteed release time is required to address particular issues that falls within the duties of the Women's advocate, the Women's Advocate must seek prior approval for additional released time from the Director of Labour Relations.

19.13.06 The Company agrees to provide each Women's Advocate with access to a confidential phone line to be used exclusively for the duties of the Women's Advocate. When a female member requests a meeting in person with the Women's Advocate at a Company location, the Company will make its best effort to provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the Women's Advocate.

19.13.07 The Company and the Union will develop appropriate communications to inform employees about the advocacy role of the Women's Advocate and provide the contact number for the confidential phone line.

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

19.14 **WORKPLACE VIOLENCE**

19.14.01 The Company is committed to providing employees with a safe, healthy and violence free work environment.

19.14.02 The Company agrees to work collaboratively with the Unifor policy committee to review workplace violence hazards in accordance with Part 2 of the *Canada Labour Code* and other applicable legislation.

19.15 **PRIVACY**

19.15.01 The parties recognize that employees have a reasonable expectation of privacy within the workplace subject to the rights and obligations of the parties in the Collective Agreement and/or applicable legislation.

19.15.02 The collection, use, disclosure and retention of personal information by the Company, the Union and employees will be in accordance with the *Personal Information Protection and Electronic Documents Act (PIPEDA)* and/or other applicable legislation.

ARTICLE 20 CHECK-OFF

- 20.01** The Company shall deduct on the payroll for each pay period, as per the Company's designated payroll periods, from wages due and payable to each employee such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.
- 20.02** The amount to be deducted shall include the initiation fee and shall not be changed excepting to conform with a change in the Union's Constitution.
- 20.03** Membership in the Union will be available to any employee under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, language capability or political affiliation.
- 20.04** Deductions shall commence on the payroll for the first applicable pay period of the calendar month following the first date of service in, or training for, a classification covered by this Agreement.
- 20.05** If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction shall be made from the wages of such employee by the Company on that payroll. The Company shall not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.06** Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages due and payable prior to any deductions under this Article.
- 20.07** The amount so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company, not later than thirty (30) days following the pay period in which the deductions are made.
- 20.08** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts acted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.
- 20.09** The question of what, if any, compensation shall be paid to the Company by the Union in recognition of services performed under this Article shall be

left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.

20.10

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

ARTICLE 21 DURATION OF AGREEMENT

- 21.01** This Agreement is effective February 29, 2020 to February 28, 2026, except as otherwise provided herein, and shall continue in full force and effect until February 28th 2026, subject to Articles 4.05, 18.05 and 18.07, and may be varied by mutual agreement, in writing, between the parties hereto. It shall remain binding thereafter from month to month, unless notification, in writing, to reopen the Agreement is served by either of the parties hereto not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month-to-month basis, subject always to Article 21.03.
- 21.02** Where notice to bargain collectively has been given, the Union and the Company shall, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a Collective Agreement.
- 21.03** This Agreement shall remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal Laws have been met and no agreement has been reached.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1 – PART-TIME EMPLOYMENT**L1.01 General**

L1.01.01 The Company will staff its operation with full-time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of part-time employees may be desirable due to the varying work loads.

L1.01.02 Unless otherwise specified herein, all provisions of this Collective Agreement are applicable to part-time employees.

L1.01.03 Full-time employees with a seniority date of May 19, 1985 or earlier will not be laid off or relocated from their base or required to change status to part-time in order to remain in their base while part-time employees are employed at that base.

L1.02 Part-Time Cap

L1.02.01 The number of part-time employees at a base shall not exceed thirty-five percent (35%) of the total number of employees (full-time and part-time) at the base as of December 31st of the previous year, excluding temporary employees and additional part-time employees agreed to under the provisions of L1.02.02 but including probationary employees.

Final numbers will be determined using the standard mathematical rounding procedures (i.e. decimals equal to or greater than 0.5 are rounded-up to the nearest integer).

L1.02.02 The calculation of the part-time cap shall include all employees who are on the Unifor seniority list as of December 31st of the previous year who have worked at least one day with the exception of any employee holding layoff status.

NOTE: The Unifor Bargaining Representatives, the Unifor Local President and the Unifor permanent staff will also be excluded from the part-time cap calculation. The District Chairs, Vice-Chairs, Vice-Presidents and other Union officers shall however be included.

L1.02.03 The new part-time cap will be calculated at the beginning of every year as per L1.02.02. However, the new part-time cap numbers will only be effective for future schedules to be implemented within that year.

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. ||

L1.02.05 Notwithstanding the foregoing, in order to provide the Company with the ability to bid on, successfully acquire, retain and/or renew passenger handling contracts for other airlines, the Company may, with the mutual agreement of

the Union at the Headquarters Level, exceed the permissible number of part-time employees at the location and/or base. The Union commits that such mutual agreement shall not be unreasonably withheld. In addition, any such arrangements, if required, shall continue through subsequent work schedules subject to Article 6.11.03.

L1.02.06 When the provisions of L1.02.05 are to be utilized, the additional number of part-time employees to be hired shall not exceed the actual number required to perform the passenger handling contract services for the other airline.

L1.03 Meal and Rest Periods

L1.03.01 Meal and rest periods entitlements will be as follows for Part-Time employees:

Scheduled Shift Length (inclusive of Meal and Breaks)	MEAL	Paid Break(s)
<i>Four (4) hours and less than six (6) hours:</i>	<i>2 x 15 Minutes (consecutive)</i>	
<i>Six (6) hours and less than eight (8) hours:</i>	<i>1 x 30 Minutes</i>	<i>1 x 15 Minutes</i>
<i>Eight (8) hours and greater:</i>	<i>1 x 30 Minutes</i>	<i>2 x 15 Minutes</i>

NOTE: Employees in Call Centres and Customer Journey Management who are scheduled eight (8) hours shall be entitled to a forty (40) minute meal period which is to be scheduled in accordance with the above.

L1.03.02 Part-time employees scheduled to work less than six (6) hours in one shift will have their meal and breaks scheduled consecutively and cannot fall within the first or last forty-five (45) minutes of the shift.

L1.03.03 Part-time employees scheduled to work more than six (6) hours but less than eight (8) hours in one shift will have their meal and break scheduled in each half of the shift and the break cannot fall within the first or last forty-five (45) minutes of the shift.

L1.03.04 Part-time employees scheduled to work eight (8) hours in one shift will have their meal and breaks scheduled as would full-time employees in accordance with Article 6.02.

L1.04 Scheduling – Exception to Article 6 for Training Purposes

L1.04.01 Notwithstanding Article 6.01.02, during any classroom training, part-time employees may, for a maximum of seven (7) weeks, be scheduled for eight (8) consecutive hours a day with a maximum of forty (40) hours a week in which case break and meal periods shall be equal to those of a full-time employee. These additional training hours, will be paid at straight time.

L1.05 Overtime – Exception to Article 7.03

L1.05.01 Part-Time employees working overtime will receive overtime credits at straight time until forty (40) hours have been worked in a given week.

- L1.05.02** Recall of part-time employees shall be in accordance with Article 7.03.03 point 2 and pay credits will be in accordance with Article 7.04.
- L1.06** **Seniority/Staff Reduction/Recall from Layoff** – As provided for in Article 10, subject to L1.01.03. Part-time employees shall be denoted as such on the seniority list.
- L1.07** **Service** – In accordance with Company Regulations subject to the provisions of Letter of Understanding No. 2.
- L1.08** **Leave of Absence** Requests by part-time employees for personal leaves of absence will be considered separately from requests by full-time employees.
- L1.09** **Vacancies** – The provisions of Article 12.07 may only be utilized to fill a temporary part-time staff requirement when the resulting number of part-time employees in the location actively employed and scheduled on duty does not exceed the permissible number under L1.02.01.
- L1.10** **Holidays** – Paid as set forth in Article 13 based on the scheduled hours or, if worked, on the hours worked. Holiday pay on days off will be based on the hours scheduled in the four (4) week period immediately preceding the week in which the holiday falls and will be one twentieth (1/20) of those hours.
- L1.11** **Vacations** – As provided for in Article 14, however, the application will be amongst the part time employees only.
- L1.12** **Insurance Plans**

Group Life Insurance

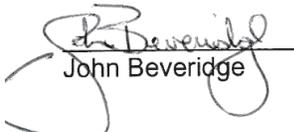
The level of coverage will be two and one-half (2½) times the basic annual earnings up to a maximum of \$40,000.00.

Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be seventy-five thousand dollars (\$75,000.00), with an annual reinstatement of two thousand dollars (\$2,000.00).

As modified by the parties on March 5th, 2020,

Company:

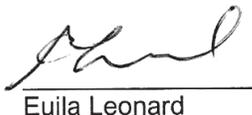

John Beveridge

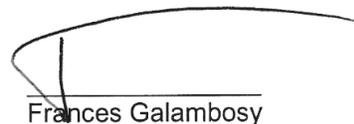

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 2 – ACCRUED SERVICE ON CHANGE OF STATUS AND JOINED SERVICE IN UNIFOR-CANADA SCOPE

L2.01 **Continuous Employment** – For the purposes of establishing levels of vacation entitlement and free and reduced rate travel privileges and priorities, any employee whose status is changed from either full- time to part-time or part-time to full-time shall take their accrued service credits with them.

L2.02 **Broken Employment** – Any employee, regardless of their status, who has terminated shall be entitled to have their past service recognized upon re-employment in either status provided such re-employment shall have continued for at least twenty-six (26) calendar weeks. This provision shall reflect credit for all previous service which can be substantiated.

NOTE: The provisions of L2.02 apply only to employees hired prior to January 1, 1989.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Iola

LETTER OF UNDERSTANDING NO. 3 – UNION ACTIVITIES

L3.01 It is agreed by and between the Company and the Union that in the event that concerted activities on the part of the Union disrupt the service of the Company by the employees, the Union waives its right to Article 15 and Article 17 in the event that Article 2.03 is not adhered to by the Company.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

|| LETTER OF UNDERSTANDING NO. 4 – TRAINING FAILURES

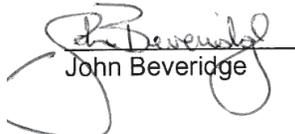
The Company and Union recognize that successfully completing training constitutes a condition of continued employment and as such, the parties recognize the importance of employees attending and successfully completing training assigned and scheduled by the Company. The parties further recognize the 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 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), limiting further training and/or any other measure appropriate in each circumstance.

As negotiated by the Parties on March 5, 2020

Company:


John Beveridge

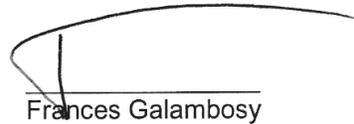

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 5 – OFF-DUTY STATUS, INDUSTRIAL DISPUTES

- L5.01** The purpose of this Letter is to set forth the terms and conditions that will apply to employees in the event of an industrial dispute involving any group of persons not covered by this Agreement which causes a reduction in the Company's services.
- L5.02** All provisions of the Collective Agreement not specifically modified or waived by this Letter will remain in effect. Any dispute arising from the terms and conditions of this Letter will be referred to the Headquarters level as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- L5.03** Only those employees who are not required to work during the period the Company's services are affected shall be placed on Off-Duty Status hereafter referred to as O.D.S.
- L5.04** All part-time employees in a classification in a base will be placed on O.D.S. before any full-time employees in that classification are placed on O.D.S.
- L5.05** Base seniority within each classification will be the determining factor as to who will be kept on duty except that employees may request personal leaves of absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary Off-Duty Status and will be subject to the provisions of L5.16, L5.17 and L5.19 and shall remain in effect until the provisions of L5.20 become effective. Employees electing for voluntary Off-Duty Status will be advised of the above conditions prior to the leave being granted.
- L5.06** The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S will be given a minimum of twenty-four (24) hours notice which may be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- L5.07** As soon as possible after implementing the provisions of this Letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, the effect on the Group Insurance Disability Income Plan, and any other relevant information.
- L5.08** An employee whom the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in L5.06 and L5.07 will be sent to the employee's last known address.
- L5.09** An employee who is out of the base and, who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of

their return to the base, provided their seniority is sufficient to retain a work assignment.

L5.10 No employee's scheduled days on/days off will be altered. However, the scheduled shift or scheduled shift starting time of an employee required to work may be altered to conform with major changes in the normal working hours or work requirements at a base. The Company will advise the employee at least twenty-four (24) hours in advance of any alteration to their shift. Such notice may be verbal but written notice will be provided as soon as possible.

L5.11 RELOCATION – IN BASE

L5.11.01 An employee kept on duty may be required to work at another location within the base in their classification; however, such assignments will be in inverse order of seniority providing the remaining employees are capable of performing the tasks/duties required. In any case, full-time employees will not be relocated from a location while part-time employees are retained in that location.

L5.12 RELOCATION – OUT OF BASE

L5.12.01 In the event that operations are rescheduled in or out of another base in Canada, employees at a base where the Company's services are reduced may be required to report to the other base or travel with passengers rerouted to the other base. Volunteers will be solicited from amongst the employees at that location in which they will be working at their new base and selection shall be in order of seniority.

L5.12.02 In the event that operations are rescheduled in or out of U.S.A. airports, employees in the Customer Sales and Service classification may be required to travel with the passengers. In such instances, employees will not be requested to perform any tasks/duties not falling within the scope of this Agreement. All such assignments shall be on a voluntary basis in order of seniority subject to discussion between the Company and the Union District Chair or their designated representative where no volunteers can be found.

L5.12.03 The Company will provide travel insurance in the amount of one hundred thousand dollars (\$100,000.00) for each employee travelling and expenses will be paid in accordance with Company regulations.

L5.13 There shall be no overtime or recall in a classification at any base where employees in that classification are on O.D.S. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of base seniority within each classification.

L5.14 While it is recognized that all temporary assignments in accordance with Article 8.02 should be terminated, where it is necessary to have such assignments they shall be from among those employees kept on duty in accordance with this Letter.

- L5.15** The Company will investigate the possibility of providing training during any reduction in the Company's service. If it is found that training can be provided, all such programs shall be subject to mutual agreement between the Union and Company, at the Headquarters level.
- L5.16** An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under L5.04 or L5.05, upon the date of their scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- L5.17** Subject to changes to the Group Insurance Disability Income Plan, the following will apply during any O.D.S.:
- L5.17.01** An employee receiving disability insurance benefits will continue to receive those benefits until they are scheduled to return to work at which time they will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.
- L5.17.02** An employee who wishes to continue their Group Insurance Disability Income Plan coverage during a period of O.D.S. may do so by pre-paying the premium as provided in the regulations of the Plan.
- L5.18** Company sick leave benefits will not be granted to an employee on O.D.S. However, any illness during the period of O.D.S. may be reviewed at the Company Headquarters level upon request of the Union Headquarters.
- L5.19** An employee placed on O.D.S. will not lose service credits for pension purposes unless the employee is off the payroll for a full calendar month. Company service for all other purposes will continue to accrue for the first fourteen (14) days of any O.D.S. Prior to any action by the Company relative to service accrual beyond fourteen (14) days, discussions will be held at the Headquarters level between the Company and the Union.
- L5.20** Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty. Every effort will be made by the Company to return all employees at a location scheduled to work in the shift(s) in effect at the time the Company resumes its operations at that location. The Company will endeavour to return such employees to duty in order of seniority.
- L5.20.01** An employee will be allowed a reasonable length of time to return to duty.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

P. E. Cooley

M. Asselin

For: CAW-Canada and its Local 2002

P. Nash

E. Di Ioia

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	–

NOTE: The numerical levels above refer to permanent full-time and part-time requirements. It is understood that the minimum number of bilingual (French and English) employees may fluctuate below the thresholds depending on staffing levels within each location.

L6.01.02 In an effort to achieve the bilingual numerical levels, the Company will implement a policy to hire qualified applicants who are bilingual in bases where the agreed bilingual level falls below the levels stated in L6.01.01. This hiring policy applies only once there is compliance with the provisions of Article 10 and Article 12 and the modifications agreed to herein. Established levels are to be considered as a minimum objective and every effort will be made to exceed these levels.

L6.01.03 Where the language capability at a base or location is below the numerical level, a transfer or change of status under Article 12 will only be actioned if the employee meets the necessary language requirement.

L6.01.04 An employee, whose valid request for transfer or change of status has not been actioned on the basis of not meeting the language requirement, will be offered the next vacancy at the requested base or location regardless of the numerical level of language capability.

L6.01.05 Where the numerical level of language capability has been met, transfers and changes of status will be actioned in accordance with Article 12.

- L6.01.06** In the event of a staff reduction, the language requirements in Article 10.11.02 will not apply. A unilingual employee electing to exercise bumping privileges, filling a vacancy or accepting recall from lay-off to Montreal will be responsible to acquire the necessary language proficiency within a period of twelve (12) months. If the employee fails to reach the necessary language proficiency within the specified period of time, the employee will be subject to relocation. Prior to relocation, each case will be discussed by the Company and the Union, at the Headquarters level.
- L6.01.07** For employees who are identified as having bilingual capability, methods of testing will be employed by the Company to determine their proficiency and/or language level.
- L6.01.08** Language training will be provided at Company expense and at Company time on a voluntary basis to those employees who have been tested and possess the required basic knowledge and learning ability in the other official language.
- L6.01.09** The details of such a training program will be discussed with the Union at the Headquarters level prior to its implementation.
- L6.01.10** The provisions of this Letter of Understanding will be reviewed periodically during the life of this Agreement by the Company and the Union at the Headquarters level.
- L6.02** **Bilingual Bid lines**
- L6.02.01** In order to fulfil the legal obligations that exist in compliance with the Official Languages Act, employees possessing bilingual language skills may be required to work in job functions identified by the Company and the Union at the Headquarters Level.
- L6.02.02** The designated bilingual bid lines (including bilingual relief) will be bid in seniority order from amongst all qualified employees.
- L6.02.03** The Company and the Union Regional Bargaining Committee member agree to jointly investigate any bilingual complaint received from the office of the Official Language Commissioner for the purpose of resolving the issues giving rise to the complaint.
- L6.03** **Route Languages**
- L6.03.01** To ensure the Company's ability to provide Route Language service to our customers, it is agreed that the following will apply:
- L6.03.02** In Call Centres and at the Vancouver, Montreal, Calgary and Toronto Airports, the Company will designate bid lines which require specific language capabilities.

- L6.03.03** Bid lines will be developed in accordance with Article L6.03.02 for identified Route Language requirements. Such bid lines will not exceed 25% of the functional requirements at each location.

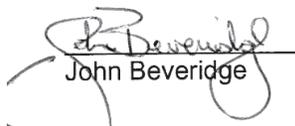
- L6.03.04** Route Language designated bid lines will be granted in seniority order from amongst all qualified employees in accordance with Article 6.12.02. In the event the designated Route Language bid lines are not filled through the provisions of Article 6.12.02, those employees with a seniority date of July 14, 1997 or later possessing the required Route Language capability will be assigned to such bid lines in reverse order of seniority.

- L6.03.05** In an ongoing effort to achieve and maintain language capability, the Company will implement a policy of hiring qualified applicants who possess the required Route Language(s). Furthermore, on an ongoing basis, the Company will prioritize based on operational requirements the hiring of route languages. This hiring policy will apply after complying with the provisions of Article 10 and Article 12 and modifications agreed to hereunder.

NOTE: Employees accepting a Route Language vacancy while exercising their rights under Article 10 and 12 must serve at least twenty-four (24) months in that location before exiting.

As modified by the parties on March 5th, 2020,

Company:


John Beveridge

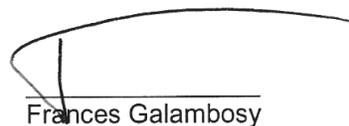

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 7 – APPLICATION OF ARTICLE 2.03

- L7.01** It is recognized that it is in the mutual interest of the Company and the employees to contribute to a viable and economic operation of the Company which will provide, to the fullest extent possible, continuing employment to the employees.
- L7.02** It is agreed that the provisions of Article 2.03 do not prevent the Company from marketing its products through outside companies, even though these companies may be performing some of the functions described in Article 4.
- L7.03** Where the Company has undertaken to perform the handling of other airline's customers and customers of tour wholesalers, representatives of these will be permitted to deal with their customers, provided they are not used to replace employees.
- L7.04** It is further agreed that where it is established by the Company to not be economically feasible to staff a new base with employees, the application of Article 2.03, Note 4, to such new base may be deferred after discussion with the Union at the Headquarters level.
- L7.05** During the life of this Agreement the Union agrees to exempt the Company from the terms of Article 2.03 as it applies to tasks/duties covered by the Collective Agreement being performed by other Company personnel, and to the extent that such tasks/duties are being performed, as of September 25, 1984.
- L7.06** It is recognized by the parties to this Agreement that certain tasks/duties covered under Article 4 and not associated with marketing the Company's products, as described in L7.02, are being performed by persons who are not Company personnel. It is agreed that such tasks/duties may continue to be performed, where they are being performed, as of September 25, 1984.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

LETTER OF UNDERSTANDING NO. 8 – APPLICATION OF ARTICLE 12.07.06

- L8.01** The purpose of this letter is to set out the terms and conditions that apply to employees who are recalled, transferred and/or change status in accordance with the provisions of Articles 12.07.06, and 12.07.06.01 in order to fill a temporary staff requirement provided for in Article 12.07.
- L8.02** The provisions of the Collective Agreement which relate to the employee's original status/location shall apply to the employee working temporarily in the other status/location, unless modified by the following:
- L8.02.01** **Rates of Pay** – As provided for in Article 5 or L1.06 and will be paid on the basis of the standard working week as provided for in Article 6.01.
- L8.02.02** **Shift and Work Schedule Alterations/Transfers within a Location** – Employees will be permitted to exercise their seniority to fill a vacancy except where it interferes with the request of an employee who has not been temporarily recalled, transferred or changed status.
- L8.02.03** **Meal and Breaks** – As provided for in Articles 6.03, 6.04 and L1.03 as applicable to the shift being worked.
- L8.02.04** **Overtime and Recall** – As provided for in Articles 7.03, 7.04 and L1.05 as applicable to the employee's temporary status.
- L8.02.05** **Time Off** – Application of the employee's seniority as provided for in Article 7.08.02 will be in the temporary status/location.
- L8.02.06** **Relief, Special and Temporary Assignments** – As provided for in Article 8 and applicable to the employee's temporary status/location.
- L8.02.07** **Leaves of Absence and Sick Leave**
- L8.02.07.01** Requests for Personal Leaves of Absence as provided for in Articles 11.02, 11.03 and 11.04 will be considered in accordance with L1.08 in the employee's temporary status/ location.
- L8.02.07.02** Sick Leave benefits will be based upon the shifts being worked in the temporary status.
- L8.02.08** **Statutory Holidays** – In accordance with Article 13. Application of Article 13.03 and L1.10 will be based upon the employee's temporary status.
- L8.02.09** **Vacations** – An employee's entitlement to vacation as provided for in Article 14.02 will not be affected as a result of a temporary change of status.
- L8.02.10** **Group Insurance Disability Income Plan** – As provided for in Article 19.08.01 except that a temporary change of status shall not affect an employee's original option to not participate in the Plan. Premium rates and benefits will be as determined by the Health & Welfare Trust Fund Plan Trustees.

L8.02.11 Air Canada Pension Plan – A temporary change of status shall not affect membership or non-membership in the Company Pension Plan. Pension service accrual, pension contributions and benefits will be in accordance with the Plan.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

LETTER OF UNDERSTANDING NO. 9 – INTER-LOCATION ASSIGNMENTS

- L9.01** At any base where there are fifty (50) employees or less, the Company will be permitted to assign employees in one location to perform scope tasks/duties in another location when there is a requirement due to varying work loads. The foregoing shall be subject to the following provisions.
- L9.02** Except as modified hereinafter, the rights and working conditions of employees provided for in the Agreement shall not be altered, or abridged in any way.
- L9.03** The ability to make use of the provisions herein will be established by mutual agreement during the discussions provided for in Article 6.12. During these discussions the specific periods when staff levels are surplus to requirements in each work day will be identified and recorded and utilization of the provisions of this Letter of Understanding may be effected during those periods; however, additional periods, where there is a requirement of the service, will be over and above the foregoing. It is recognized by the parties to this Agreement that circumstances will arise from time to time where it is desirable to make use of the provisions of this Letter which are not described above and such circumstances will be in accordance with any agreement reached between the Company and the Union District Chair.
- L9.04** Application of these provisions will not cause a lay-off or termination of existing employees nor will they be used at a base where an employee is awaiting recall.
- L9.05** These provisions are not intended to be used in lieu of the provisions of Article 8 – Relief, Special and Temporary Assignments.
- L9.06** In the use of this Letter the Company will distribute such duties evenly among those employees who have indicated their desire to work in the other location. In the event there are insufficient volunteers, the duties will be distributed equitably among all employees in the location.
- L9.07** Training, where necessary, will be provided so that employees are able to perform the work, to avoid an added burden to other employees and to facilitate fair distribution as in L9.06 above. Where training should appear to be a major problem, resolution of same shall be mutually agreed at Union and Company Headquarters.
- L9.08** The use of this Letter will be reviewed at the Union-Management Headquarters level during the life of this Agreement.
- L9.09** This Letter shall apply only during the life of this Agreement and shall expire upon its termination.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Iola

LETTER OF UNDERSTANDING NO. 10

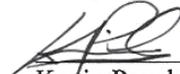
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LETTER OF UNDERSTANDING NO. 11 – MONITORING AND MEASUREMENT OF WORK PERFORMANCE

- L11.01** The Company and the Union recognize the stress that individual monitoring and measurement creates for employees if it is perceived as, or is being utilized in a manner inconsistent with the purposes as set out herein. It is not the intended purpose of monitoring or measurement to place unreasonable restrictions on employees or to discipline or discriminate against employees.
- L11.02** **Monitoring** – The purposes of monitoring are call analysis (i.e. to better understand the types and quantities of calls received) and coaching (i.e. to provide opportunities for employee development). The Company however reserves its right to review calls when required for complaint resolution purposes or in cases where patterns of statistical anomalies exist.
- L11.02.01** To ensure that any stressful effect on employees is reduced, each employee shall be consulted to establish the dates (past or future) and time period of the recordings that will be reviewed in a given coaching session.
- L11.03** **Measurement** – The purpose of measurement is to provide the necessary information to determine the level of service to customers and to establish staff requirements.
- L11.04** In recognition of these concerns, and to ensure that monitoring and measurement continue to be utilized by the Company for the purposes intended, it is agreed that a Joint Review Board consisting of management and designated representatives of the Union, will meet at the headquarters level as often as required:
- L11.04.01** to review, on an ongoing basis, the utilization of monitoring and measurement equipment and processes currently being used or being considered for use in the future;
- L11.04.02** to investigate and review complaints; and
- L11.04.03** to report to the UMHQ level on a regular basis.

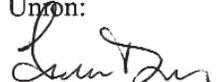
As modified by the parties on June 16th 2011,

Company:


Kevin Pavelack


Etienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

LETTER OF UNDERSTANDING NO. 12

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LETTER OF UNDERSTANDING NO. 13 – EXTENDED LEAVE OF ABSENCE – MATERNITY HEALTH CONCERNS RELATED TO POTENTIALLY HAZARDOUS WORKING CONDITIONS

- L13.01** A pregnant employee who furnishes to the Company a medical certificate attesting to her concerns that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may elect one of the following two (2) options:
- L13.01.01** To request: to be reassigned either within the location or within the base to another function or duties covered by the Collective Agreement under Article 4; or, alternatively, to be considered for a reassignment under L.O.U. 17.
- L13.01.02** To be placed, in accordance with the terms and conditions of Article 11.05.03, on an extension to a maternity leave of absence.
- L13.02** In response to a request under L13.01.01, the Company may alter working conditions to alleviate concerns, or in the event concerns remain, may reassign the employee, provided that no other employee is affected by the reassignment, or alteration. In the event the Company is unable to accommodate the employee under the provisions of L13.01.01, or in the event the employee does not accept, L13.01.02 shall still be available to the employee. If L13.01.02 is accepted under these circumstances, the employee may terminate the extension in the event the Company subsequently offers, and the employee accepts, a reassignment under the provisions of L13.01.01.
- L13.02.01** Where the employee furnishes the Company with a medical certificate attesting that the working conditions of her former function no longer pose a concern in accordance with L13.01, the employee may terminate an extension, or reassignment, and return to her former function.
- L13.02.02** Where an employee's transfer or change of status is actioned in accordance with Article 11.01.05 and where the employee furnishes the Company with a medical certificate attesting that the working conditions of her new location or status no longer pose a concern in accordance with L13.01, the employee may terminate an extension early.
- L13.02.03** The provisions of L13.02.01 and L13.02.02 may only be exercised once during an extension to a maternity leave of absence.
- L13.03** For the purpose of Article 11.05.06, the former "function" shall mean the employee's function prior to any reassignment resulting from the application of L13.01.01. All other terms of Article 11.05.06 shall apply.
- L13.04** In the application of L13.01.02, such extension shall be granted from the time the request is made.
- L13.05** If an employee has requested a maternity leave of absence in accordance with Article 11.05.02, and then subsequently requests an extension to that leave in accordance with L13.01.02, the employee must then provide the Company with another medical certificate from her doctor.

- L13.06** Where any government form is available to the employee for the purpose of verification by her doctor, such forms may be used by the employee and, if used, shall be deemed to be the medical certificates referred to in Article 11.05 and L13.01.
- L13.07** Post-natal, extended maternity leave shall continue to be in accordance with Article 11.05.05.
- L13.08** Notwithstanding Articles 12.07.05.02 and 12.07.05.03, in the event an employee's Maternity leave of absence under Article 11.05.02 is extended under the provisions of L13.01, the 132-day period shall be increased to include that amount of time by which the Maternity leave of absence is extended.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

LETTER OF UNDERSTANDING NO. 14 – RECIPROCAL TRANSFERS AND CHANGES OF STATUS

L14.01 Twice each year, as soon as possible following February 1st and August 1st respectively, the Company and Union at the Headquarters Level will meet to determine where vacancies or staff requirements will be declared for the purpose of actioning reciprocal requests for transfer and change of status.

NOTE: For the life of the agreement, Reciprocal Transfers and Changes of Status, vacancies will be declared wherever there is a matching request between employees in like locations (e.g. Call Centre to Call Centre). The Union agrees that it will not entertain any Article 12 grievances from other employees affected by this item.

L14.02 Once declared, such vacancies or staff requirements will be filled in accordance with the provisions of Article 12, except as modified by the following:

L14.02.01 Selection will be made based on the seniority of the employees whose applications have been received at least fifteen (15) days prior to February 1st and August 1st, as applicable.

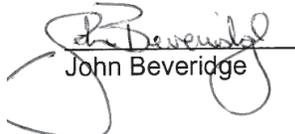
L14.02.02 Offers will be considered conditional until such time as the reciprocating transfer(s) or change(s) of status have been accepted by the employee(s) involved.

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.

As modified by the parties on March 5th, 2020

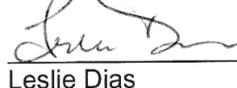
Company:


John Beveridge

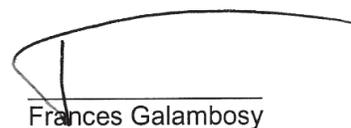

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 15 – APPLICATION OF ARTICLE 12

L15.01 Notwithstanding the provisions of Article 12, in order to provide the Company with language ability (excluding French/English) to bid on, successfully acquire or retain passenger handling contracts for other airlines, special charter programs and global expansion, the Company may, with the mutual agreement of the Union at the Headquarters level, not action a transfer unless the employee meets the necessary language capability and, if necessary, fill the vacancy with a new hire who has the language capability.

L15.01.01 An employee, whose valid request for transfer or change of status has not been actioned on the basis of not meeting a language capability, will be offered the next vacancy at the requested base or location regardless of language capability.

L15.02 In the event the Company wishes to reassign a person from outside the scope of this Agreement into a position covered by the scope of this Agreement and such reassignment would affect the seniority rights of an employee(s), except temporary employees, covered by this Agreement, the Company shall first obtain the agreement of the Union at the Headquarters level.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

LETTER OF UNDERSTANDING NO. 16 – EXPANSION OF SCOPE TASKS/DUTIES

L16.01 This Letter of Understanding covering the expansion of scope tasks/duties has been agreed to by the Company and the Union.

L16.02 EXPANDED TASKS/DUTIES

L16.02.01 During the life of this Collective Agreement, the Company will maintain not less than forty-two (42) positions on a non-exclusive basis.

L16.02.02 Separate work functions may be established in accordance with Article 6.12 comprised of employees performing these tasks/duties. In the application of Articles 6.15, vacancies will be filled by the most senior applicant who possesses the necessary qualifications.

L16.02.03 In those cases where a separate work function is not established, the Company shall make every reasonable effort to equitably distribute the performance of these tasks/duties amongst the employees in the location who volunteer to perform such tasks/duties and who possess the necessary qualifications.

L16.03 Exceptions to the application of the Collective Agreement which may be required due to the special nature of the task/duty to be performed shall be as determined by the Company and the Union at the Headquarters level.

L16.04 FUTURE EXPANSION OF SCOPE TASKS/DUTIES

L16.04.01 During the meetings provided for in Article 18.07.03, the Company and the Union shall explore the continued expansion and establishment of other tasks/duties.

As modified by the parties on June 13th 2015,

Company:

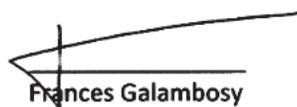

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson

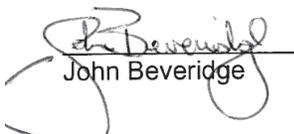

Frances Galambosy

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 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:
- L17.01.01** Where the assignment(s) would involve employees from one (1) base, such expansion will be subject to the agreement of the Union at the District Level.
- L17.01.02** Where the assignment(s) would involve employees from more than one (1) base, or where exception to the application of the Collective Agreement is requested, such expansion will be subject to the agreement of the Union at the Headquarters Level.
- L17.01.03** Letter of Understanding No. 17 assignments will be filled by the most senior applicant who possesses the necessary qualifications.
- L17.02** The performance of the tasks/duties provided for in the foregoing shall not be construed as being the exclusive right of employees.
- L17.03** A review of tasks/duties performed in accordance with this Letter shall be the subject of ongoing discussions by the Company and Union during the meetings provided for in Article 18.07.03.

As modified by the parties on March 5th, 2020

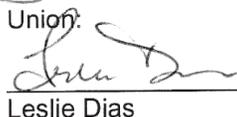
Company:


John Beveridge

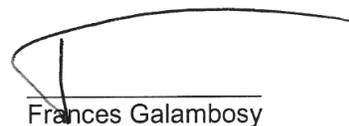

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 18 – CESSATION, REDUCTION OR CHANGE OF OPERATIONS

L18.01 In the event the Company ceases to operate, significantly reduces its operations, or significantly changes its way of doing business, at a base or in a location, it is recognized that the provisions of Article 10 governing staff reduction, layoff and recall may not fully or adequately deal with the impact on the employees affected. Therefore, it is agreed that when such changes are implemented by the Company, the following shall apply:

L18.01.01 The Company shall provide as much notice to the Union as possible and sufficient to implement the provisions of this Letter of Understanding, and shall, without delay, meet the Union for the purpose of minimizing the effect on employees.

L18.01.02 Where another company or other companies are expanding their operations, the Company will enter into discussions with those companies in order to assist those employees who so wish to gain employment with those companies.

L18.02 Notwithstanding the provisions of L18.01.01 and L18.01.02, employees who are subject to staff reduction at a base shall have the option of:

- a) Terminating their employment with the Company in accordance with the provision of Article 10.13.
- b) Relocating to another base in accordance with Article 10.11.04.

L18.02.01 In a case where Air Canada ceases to operate a scheduled air service, employees electing to terminate employment with the Company will be entitled to a severance allowance of three (3) weeks' pay at their current rate of pay for each full calendar year of service, or parts thereof, up to a maximum of sixty-nine (69) weeks' pay.

L18.02.02 Employees shall be offered the provisions of L18.02.01 in order of seniority only to the extent required to eliminate layoffs.

L18.02.03 SEVERANCE ALLOWANCE OPTIONS

L18.02.03.01 Options for Pensionable Employees

- a) Employees under age 55 at time of retirement may elect to receive "age make-up" at a rate of fifty percent (50%) of the months between their retirement age and 55 to a maximum of sixty (60) months. Eight (8) weeks of the allowance shall be converted for each year of "age make-up" required for pension reduction purposes under age 55.
- b) Lump sum cash payment.
- c) Time on payroll at full salary.

- d) Time on payroll at half salary.
- e) Any combination of the above, except that options c) and d) in total may not exceed twenty-four (24) months.

L18.02.03.02 Options for Non-Pensionable Employees

- a) Lump sum cash payment.
- b) Time on payroll at full salary.
- c) Time on payroll at half salary.
- d) Any combination of the above, except that options b) and c) in total may not exceed twenty-four (24) months

L18.02.03.03 Additional Provisions for Non-Pensionable Employees

- a) Continuation of Supplementary Health Insurance, Dental Plan, Group Life Insurance and Vision Care Plan for twelve (12) months beyond separation or re-employment with another company, whichever is the earlier.
- b) Two (2) Air Canada passes for the employee and eligible dependents for each year after separation for a period equal to the number of completed years of service at date of termination from the active payroll.

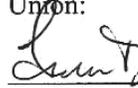
As modified by the parties on June 16th 2011,

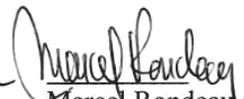
Company:


Kevin Pavelack


Etienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

LETTER OF UNDERSTANDING NO. 19 – AIRPORT RESTRICTED AREA ACCESS CLEARANCE PROGRAM

L19.01 It is recognized that legislation, and regulations thereto, may require employees to obtain restricted area access clearance to work at certain Airport locations and that it is in the mutual interest of the parties that, to the extent possible, affected employees are provided with opportunities for continued employment. Except as otherwise provided for hereinafter, all provisions of the agreement shall apply to those employees who fail to obtain restricted area access clearance.

L19.02 New Employees

L19.02.01 Employees hired into any Airport location on either a permanent or temporary basis who fail to obtain clearance shall be governed by the provisions of Article 9.

L19.03 Transfers, Changes of Status and Changes of Classification

L19.03.01 Transfers to Airport locations under the provisions of Articles 12.01, 12.02 or 12.07 shall be conditional on the employee undertaking to apply for clearance.

L19.03.02 An employee who has transferred or changed status or classification in their base under the provisions of Article 12 and who is refused clearance shall be returned to their previous location and, in the event of a change of status to their previous status at their previous location.

L19.03.03 An employee who has transferred or changed status under the provisions of Articles 12.01 or who has changed classification to another base under the provisions of Article 12.02 and who is refused clearance shall be governed by the provisions of L19.04.

L19.03.04 An employee who is returned under the provisions of L19.03.02 and, on appeal, is subsequently granted clearance shall be reinstated at the Airport location.

L19.04 Employees at Airport Locations

L19.04.01 An employee who is employed at an Airport location and who fails to obtain clearance shall be handled as follows:

L19.04.01.01 Employees shall be actioned in the order they fail to obtain clearance and where two or more employees fail on the same date, in order of seniority.

L19.04.01.02 Where a vacancy exists in the affected employee's status at another location in the classification in the base, the employee will be transferred to fill that vacancy, even if that employee is not the senior valid applicant requesting transfer and regardless of whether the employee has requested a transfer or not.

- L19.04.01.03** Where a vacancy exists in the other status at another location in the classification in the base, the affected employee may agree to change status to fill that vacancy only if there are no other valid requests for that vacancy.
- L19.04.01.04** If the provisions of L19.04.01.02 and/or L19.04.01.03 cannot be effected and notwithstanding the provisions of Letter of Understanding No. 14, reciprocal transfers or, with the employee's concurrence, reciprocal changes of status will be actioned to provide for continuing employment in the base, even if the affected employee at the Airport location is not the senior valid applicant at that location requesting to transfer or to change status and regardless of whether that employee has requested a transfer or change of status or not.
- L19.04.01.05** During the period required to effect a transfer, a reciprocal transfer or change of status, where possible and subject to agreement by the Union, the employee and the Company, the affected employee will be assigned to tasks/duties in areas not requiring clearance. In the event there is no agreement or it is not possible to assign the employee to areas not requiring clearance, the employee will be placed on leave of absence without pay for the period required to effect a transfer, a reciprocal transfer or change of status.
- L19.04.01.06** In the event there is no ability to effect a transfer, a reciprocal transfer or change of status, the employee will be placed on furlough and the provisions of L19.05 will apply.

L19.05 Furlough

- L19.05.01** An employee placed on furlough in accordance with the terms of this Letter of Understanding shall be subject to the following:
- L19.05.01.01** The provisions of Article 10.13 shall not apply except as a result of a subsequent staff reduction at the base which would have made the option of Article 10.13 available if they had been working at the time the staff reduction occurs.
- L19.05.01.02** An employee on furlough may select, in writing, recall to their base and three (3) other bases in either or both full-time or part-time status in their classification or in the other classification. In the event an employee selects recall at another base or other bases, their total selection shall not exceed six (6) positions in addition to those at their base.
- L19.05.01.03** Recall to the base specified will be in accordance with the provisions of Article 10.12.
- L19.05.01.04** An employee who is placed on furlough and, on appeal, is subsequently granted clearance shall be immediately reinstated at the Airport location.

L19.06 Temporary Vacancies

- L19.06.01** Notwithstanding the provisions of Articles 12.07.01, 12.07.02 and 12.07.05.02, it is understood that the Company may, if required, fill a temporary staff requirement under the provisions of Article 12.07 where such requirement

occurs due to the absence of an employee who is subject to the provision of L19.03.04, or who is on leave of absence in accordance with L19.04.01.05 or who is on furlough in accordance with L19.05.01.04.

L19.07 Recall from Layoff

L19.07.01 Notice of vacancy to an employee on layoff shall be conditional on the employee undertaking to apply for clearance, if the vacancy is at an Airport location.

L19.07.02 An employee who is recalled from layoff and fails to obtain clearance shall be placed on furlough in accordance with L19.05.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Iola

LETTER OF UNDERSTANDING NO. 20 – COMPRESSED WORK WEEK – DELETED

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LETTER OF UNDERSTANDING NO. 21 – WORK SCHEDULES – DELETED

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LETTER OF UNDERSTANDING NO. 22 – LEAD AGENTS

L22.01 Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to employees performing the Lead Agent work function.

As illustrated below, there are four (4) distinct groups of Lead Agents:



L22.02 Employees selected as Lead Agents will bid and select vacation and shifts schedules in accordance with Articles 6.12 and 14.03 and those bids will be conducted, in seniority order, at each location separately from the other functions within the classification.

L22.02.01 Employees selected as Lead Agents will be utilized as part of the Company's Lead Agents operational requirement and are not meant to replace CSSAs. It is understood that an important part of the Lead Agent's duties is to proactively assist with the tasks normally performed by CSSAs while continually providing direction and support to CSSAs.

L22.02.02 Within the Lead work function there will be a Relief complement using the following formula. The total number of weeks of Lead vacation entitlement, including VPP and GHO, shall be divided by forty-six (46). The result of this calculation will be equal to the number of relief agents required. Any decimal of .5 or greater will be rounded up the nearest whole number. Any decimal below .5 will be rounded down or up at the direction of the Company. 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.

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.
- 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 six (6) months 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 one (1) year 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.

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 reinterview 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.

L22.04 VACANCIES

L22.04.01 In accordance with the Lead and Relief Lead Selection Process above, the Company will fill the appropriate Lead Agent vacancies with qualified Agents within the same status and location. At the local level, a Lead vacancy notice shall be posted for a minimum of fourteen (14) days.

If the Company is unable to fill a vacancy for the Lead Agent work function with a qualified agent within the same status and location, the Company may action the transfer list according to Article 12 subject to the employee having indicated on their transfer request their desire to occupy the appropriate Lead Agent work function. Their ability to transfer under Article 12 requires the employee to possess the required qualifications.

Successful candidates will be informed of their selection and will be informed of their reporting date to their Lead or Relief Lead function.

L22.04.02 Any temporary vacancies will be offered on a voluntary basis in seniority order to the qualified employees working within a given location and base. Should none of the qualified employees elect to fill the temporary vacancy the Company will assign the most junior qualified employee(s).

L22.05 RESIDENCY CLAUSE & DEMOTION FROM THE LEAD WORK FUNCTION (Voluntary and Involuntary)

L22.05.01 An employee who enters the Lead Agent work function must serve at least twenty-four (24) months before leaving the work function.

L22.05.02 Should a demotion occur within the first twenty-four (24) months of the employee occupying the Lead Agent work function, the employee in question shall be returned to their original location and status.

L22.05.03 If the return to the original location and status also includes a transfer to another base, then the change of base will be discussed between the Company and the Union at the Headquarters level.

- L22.05.04** If a demotion occurs after the employee has been in the Lead Agent work function for twenty-four (24) months or more then the demoted employee shall maintain their status and remain within the same base and location.
- L22.05.05** A Lead Agent wanting to exit the work function after twenty-four (24) months must do so by providing a least a thirty (30) day notice prior to the following shift bid.
- L22.05.06** All employees qualified but not working as Leads may forfeit their Lead qualification.
- L22.05.07** Employees expressing their wish to forfeit their Lead qualification must provide written notification to their immediate supervisor and a copy to the local District Chairperson. Upon receipt of such notice, employees will be informed in writing with a copy to the local District Chairperson that such a decision will prevent them from working as a Lead including all shift trades, overtime and reassignment.
- L22.05.08** The decision to forfeit the Lead qualification will be irreversible. To be considered for a future Lead vacancy, the employee must requalify through the written exam and structured interview process.
- L22.06** **STAFF REDUCTIONS**
- L22.06.01** Should the Company reduce its requirements for a given Lead Agent work function, without affecting the overall headcount within the location, the following will apply:
- A) In all locations except Call Centre offices;
- Should no employee volunteer to step down, the most junior employee within the Lead Agent work function will return to a CSSA or CRR work function.
- B) In Call Centre offices:
- Should no employee volunteer to step down, the Company will give a thirty (30) day notice to the affected junior Leads within the appropriate Lead Agent work function;
- Should there be a more junior employee performing another Lead Agent work function within the location of an affected Lead Agent, they will be given the opportunity to qualify by writing the appropriate exam for the said work function and displace the junior employee before being asked to return to a CSSA work function;
- Should the above not be applicable, or should the junior Lead Agent affected by the reduction in the number of required Leads choose not to exercise that option, they will have the opportunity to return to the CSSA work function within the group for which they were performing as

a Lead. In such a situation, further operational adjustments to the CSSA work function would be made at the next shift bid. For clarity, an example is provided below:

Nine (9) Leads are working in three (3) different work function in a given Call Centre:

NRD	GEN RES	TRIPS
A	B	C
D	E	F
G	H	I

The seniority of the employees follows the order of their assigned letter. "A" being the most senior and the "I" being the most junior.

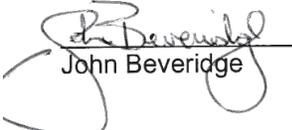
Should the Company revise its requirements for the NRD Leads and establish that only two (2) NRD Lead Agents are needed:

- 1) "G" will be given the option of qualifying for either the GEN RES or the TRIPS Lead work function;
- 2) Should "G" be unsuccessful or uninterested in qualifying for GEN RES and/or TRIPS, he or she will be given the opportunity to return as a CSSA within the NRD department;
- 3) Should the "G" be returned to the NRD department, he or she will remain there until the current work schedule expires. Once new requirements are established in the process of the new schedule he or she will have the opportunity to bid according to his or her seniority.

- L22.06.02** In the event of a general downsizing within the CSSA work function, all CSSAs and Lead Agents are to be considered as equals. Should the Company declare Lead Agent vacancies following the downsizing exercise, affected Lead Agents will be eligible for consideration within the transfer list process rather than through the local process.
- L22.07** The Company and the Union can by mutual agreement at the Headquarters level arrange reciprocals between qualified employees assigned to the Lead Agent function and those assigned to a Customer Sales and Service Agent function.
- L22.08** The application of Article 6.13 will be amongst employees qualified to work the Lead Agent work function for any shifts identified for Lead Agents.
- L22.09** It is agreed that the parties will review any work performance issues of a Lead Agent and this may result in removal from the work function.
- L22.10** Any difficulties arising from the implementation of this Letter of Understanding will be discussed by the Company and the Union at the Headquarters level.

As modified by the parties on March 5th, 2020

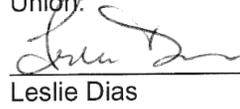
Company:


John Beveridge

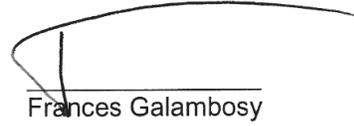

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

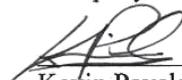
LETTER OF UNDERSTANDING NO. 23 – ROUTE NETWORK EXPANSION

In order to provide the Company with the ability to expand into new markets and/or to strengthen its Route Network into bases where employees covered by this Collective Agreement are not employed, the application of L7.04 will be as follows:

- L23.01** Where the Company commences a route into a base where it does not operate, the Company will be exempt from the provisions of Article 2.03, note 3. However, following a period of continuous operation in excess of two (2) years, the Company will meet with the Union at the Headquarters level for the purpose of determining the economic feasibility of staffing such bases in accordance with Article 2.03, note 3.
- L23.02** Notwithstanding, the provisions of L23.01, where the route expansion is of a seasonal or temporary nature only, the Company will be exempt from the provisions of Article 2.03, note 3. Such route expansion will only be implemented following the discussions provided for in L7.04.
- L23.03** Where the Company utilizes the provisions of this Letter of Understanding, it will be exempt from the provisions of the Memorandum of Understanding No. 3 – Job Security – Alliances/ Connector Carriers.
- L23.04** This Letter of Understanding does not apply to any base with an airport location where employees covered by the Collective Agreement were employed as of April 1, 1999.
- L23.05** The Company agrees that a staff reduction will not take place as a result of the utilization of the exemptions provided for in this Letter of Understanding.

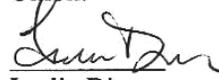
As renewed by the parties on June 16th 2011,

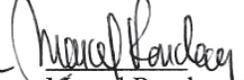
Company:


Kevin Pavelack


Étienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

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.

L24.02 Separate functional requirements shall be developed in each location. Employees selected as concierge agents will bid vacation and work schedules in accordance with Articles 6.12 and 14.03. These bids shall be awarded, in seniority order, at each location separately from the other work functions within the CSSA classification.

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 six (6) month period may re-interview or have their candidacy assessed based on the score originally achieved.

NOTE 3: Employees who are displaced as per Article 10 or who voluntarily leave the Concierge work function and wish to apply on a subsequent Concierge work function vacancy within a one (1) year period may re-interview or may ask the Company to consider their candidacy based on the previous skill level they exhibited as a Concierge Agent.

L24.04 VACANCIES

L24.04.01 The Company will fill the appropriate Concierge work function vacancies with qualified Agents within the same status and location. At the local level, a Concierge vacancy notice shall be posted for a minimum of fourteen (14) days. If the Company is unable to fill a vacancy for the Concierge work function with a qualified agent within the same status and location, the Company may action the transfer list in accordance with Article 12. However, an employee's ability to transfer will be dependent on the selection process outlined in Article L24.03.01.

L24.05 RESIDENCY CLAUSE & DEMOTION FROM THE CONCIERGE WORK FUNCTION (Voluntary or Involuntary)

- L24.05.01** An employee who enters the Concierge work function will serve a twenty-six (26) week probationary period.
- L24.05.02** An employee who enters the Concierge work function must serve at least twenty-four (24) months before leaving the work function.
- L24.05.03** Should a demotion occur within the first twenty-four (24) months of the employee occupying the Concierge work function, the employee in question shall be returned to their original location.
- L24.05.04** If the return to the original location also includes a transfer to another base, the change of base will be discussed between the Company and the Union at the Headquarters level.
- L24.05.05** If a demotion occurs after the employee has been in the Concierge work function for twenty-four (24) months or more, the demoted employee shall remain within the same base and location.
- L24.05.06** If a Concierge Agent wants to exit the work function after twenty-four (24) months, the employee must provide notice at least thirty (30) days prior to the following shift bid.

L24.06 STAFF REDUCTIONS

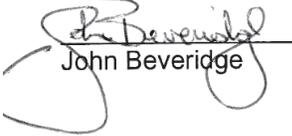
- L24.06.01** If the Company reduces its staffing requirements, for the Concierge work function without affecting the overall headcount within the location and if no employee volunteers to leave the work function, the most junior employee within the Concierge work function will return to a CSSA work function.
- L24.07** Shift trades within the Concierge work function are limited to Concierge Agents. However, CSSAs previously holding a bid line in the Concierge work function will be permitted to shift trade within the Concierge work function for a period of six (6) months following their departure from this work function.
- L24.08** The uniform for Concierge Agents will be distinct from that of employees in the CSSA work function. Basic uniform credits will be provided in accordance with the following:

Original Location	To Concierge	Transfer to Airport CSSA from Concierge
Airport CSSA	Free	50/50
Call Centres/ CJM / CRR	50/50	50/50
New Hire Concierge	50/50	50/50

* An employee with multiple transfers will only generate an entitlement of one (1) free uniform within their career.

As modified by the parties on March 5th, 2020

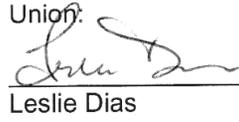
Company:

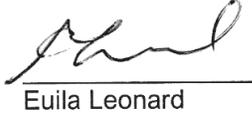

John Beveridge

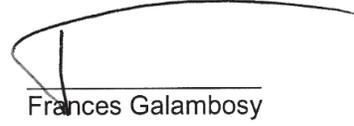

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 25 – AEROPLAN WORKFORCE STABILITY (DELETED)

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**LETTER OF UNDERSTANDING NO. 26 – COST CUTTING MEASURES – SMALLER BASES
(DELETED)**

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LETTER OF UNDERSTANDING NO. 27 – EDUCATIONAL TRAINING PROGRAM

Per Paragraph 14 of the June 1, 2003 Memorandum of Understanding negotiated by the parties, the Company and the Union have agreed to offer an Educational/Retraining Program (the "Program") to Customer Sales and Service Agents who are interested in pursuing educational or retraining opportunities while employed at Air Canada. This program will allow full-time employees to change status to part-time for a maximum continuous period of forty-eight (48) months while engaged in studies or retraining from a recognized educational institution to develop knowledge required in their present position or other positions within or outside the Company.

Accordingly, the parties agree to the following:

1. Full-time employees who can attest that they have engaged in job-related or developmental courses at recognized educational institutions, colleges, universities are eligible to participate in this program.
2. Eligible full-time employees will change status to part-time while covered by the terms and conditions of this Program. Once they have changed status to part-time, employees will be covered by the working conditions and benefits applicable to part-time employees.
3. This Memorandum shall become effective September 1, 2003 or with the beginning of the school year. Changes of status will be effective in September or in January of each year. Exception to these dates may be discussed between the parties. Employees will be permitted to change status for a minimum continuous period of six (6) months up to a maximum continuous period of forty-eight (48) months.
4. While working as part-time employees, employees covered by this Memorandum will be awarded a work schedule that meets the Company's operational requirements and does not interfere with their schooling or retraining. The work schedules awarded to employees will consist mostly of afternoon and week-end shifts up to twenty-four (24) hours a week, consistent with the part-time hours in the employees' location.
5. At the end of the selected period, employees will revert to full-time status and their working conditions and benefits will be those of a full-time employee unless an employee has accepted, while on this program, a part-time vacancy under the provisions of Article 12. Employees will not be eligible for the Educational/Retraining Program unless a minimum period of twenty-four (24) months has elapsed since the last change of status governed by this Memorandum. Exceptional circumstances to the eligibility may be discussed between the Company and the Union.
6. Participants may request to work full-time hours on a temporary basis during the summer months. Such requests will be accommodated subject to operational requirements. Overtime/recall for employees working full-time hours on a temporary basis will be governed by the provisions of Articles 7.03 and 7.04 as if they were full-time employees.
7. Employees wishing to cancel their participation under this Memorandum must provide the Company with thirty (30) days notice prior to their intended date to revert back to full-time status.

8. The number of participants will be subject to the Company's operational requirements. Where the number of requests would be detrimental to the Company's staffing requirements, the parties will discuss alternative solutions to enable the granting of the requests including the application of Article 12 (including Article 12.07 – Temporary Vacancies) of the Collective Agreement.

Employees who wish to apply for this Program are to forward their application in writing to their local Resource Manager with a copy to the local Unifor Chairperson. Such application must be received no later than twenty-one (21) days prior to the effective date of the change of status.

Signed this 22nd day of August 2003.

Air Canada:

M. Asselin
Manager, Labour Relations

CAW Canada:

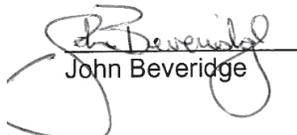
C. Johnston
Bargaining Committee

LETTER OF UNDERSTANDING NO. 28 – PAID EDUCATION LEAVE FUND

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

As modified by the parties on March 5th, 2020

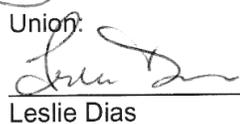
Company:


John Beveridge

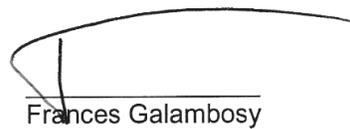

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 29 – VACATION GUIDE CHARTS**CHART 1 – TIME CONVERSION OF PAID VACATION HOURS INTO EQUIVALENT PAID VACATION DAYS FOR ROTATIONAL SHIFTS (4x4, 5x3, 6x3, 4x2, 5x4)**

All figures below must be rounded up to the nearest whole number of vacation days. The difference between the figures below and the round up whole number will be unpaid time.

Paid Hours	Shift Type	5x2	6x3	4x3	5x3	4x4	5x4
	Paid Shift Length	8	8.5	10	9.1	11.4	10.3
	Vacation weeks	Number of Paid Vacation Days					
80	2 weeks	10	9.4	8	8.8	7.0	7.8
120	3 weeks	15	14.1	12	13.2	10.5	11.7
160	4 weeks	20	18.8	16	17.6	14.0	15.6
200	5 weeks	25	23.5	20	22.0	17.5	19.5
240	6 weeks	30	28.2	24	26.4	21.0	23.4
280	7 weeks	35	32.9	28	30.8	24.5	27.3

CHART 2 – TIME OFF ACCORDING TO VARIOUS ROTATIONAL SHIFT SCHEDULES (4x4, 5x3, 6x3, 4x2, 5x4)

The vacation for your scheduled working days below represents weekly increments of time off (with or without pay)

4/4 (COMPRESSED WORK WEEK) VACATION CHART

		ONE WEEK							TWO WEEKS							THREE WEEKS							FOUR WEEKS							FIVE WEEKS							SIX WEEKS						
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	
WORKING DAYS	1	2	3	4	X	X	X	X	5	6	7	8	X	X	X	X	9	10	11	12	X	X	X	X	13	14	15	16	X	X	X	X	17	18	19	20	X	X	X	X	21	22	

ENTITLEMENTS IN WORKING DAYS FOR VACATIONS AND/OR VPP SPLITS

One week split – 4 working days

Three week split – 12 working days

Five week split – 19 working days

Two week split – 8 working days

Four week split – 16 working days

Six week split – 22 working days

5/3 (COMPRESSED WORK WEEK) VACATION CHART

	ONE WEEK							TWO WEEKS							THREE WEEKS							FOUR WEEKS							FIVE WEEKS							SIX WEEKS						
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
WORKING DAYS	1	2	3	4	5	X	X	X	6	7	8	9	10	X	X	X	11	12	13	14	15	X	X	X	16	17	18	19	20	X	X	X	21	22	23	24	25	X	X	X	26	27

ENTITLEMENTS IN WORKING DAYS FOR VACATIONS AND/OR VPP SPLITS

One week split – 5 working days
 Two week split – 10 working days

Three week split – 15 working days
 Four week split – 19 working days

Five week split – 23 working days
 Six week split – 27 working days

6/3 VACATION ENTITLEMENT – CYCLE COMMENCING AFTER AN RDO

	ONE WEEK							TWO WEEKS							THREE WEEKS							FOUR WEEKS							FIVE WEEKS							SIX WEEKS							
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	
WORKING DAYS	1	2	3	4	5	6	X	X	X	7	8	9	10	11	12	X	X	X	X	13	14	15	16	17	18	X	X	X	19	20	21	22	23	24	X	X	X	25	26	27	28	29	30

ENTITLEMENTS IN WORKING DAYS FOR VACATIONS AND/OR VPP SPLITS

One week split – 6 working days
 Two week split – 11 working days

Three week split – 15 working days
 Four week split – 19 working days

Five week split – 24 working days
 Six week split – 30 working days

4/2 VACATION ENTITLEMENT – CYCLE COMMENCING AFTER AN RDO

	ONE WEEK							TWO WEEKS							THREE WEEKS							FOUR WEEKS							FIVE WEEKS							SIX WEEKS						
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
WORKING DAYS	1	2	3	4	X	X	5	6	7	8	X	X	9	10	11	12	X	X	13	14	15	16	X	X	17	18	19	20	X	X	21	22	23	24	X	X	25	26	27	28	X	X

ENTITLEMENTS IN WORKING DAYS FOR VACATIONS AND/OR VPP SPLITS

One week split – 5 working days
 Two week split – 10 working days

Three week split – 15 working days
 Four week split – 20 working days

Five week split – 24 working days
 Six week split – 28 working days

5/4 (COMPRESSED WORK WEEK) VACATION CHART

	ONE WEEK					TWO WEEKS					THREE WEEKS					FOUR WEEKS					FIVE WEEKS					SIX WEEKS																	
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	
WORKING DAYS	1	2	3	4	5	X	X	X	X	6	7	8	9	10	X	X	X	X	X	11	12	13	14	15	X	X	X	X	16	17	18	19	20	X	X	X	X	21	22	23	24	25	X

ENTITLEMENTS IN WORKING DAYS FOR VACATIONS AND/OR VPP SPLITS

One week split – 5 working days
 Two week split – 10 working days

Three week split – 13 working days
 Four week split – 16 working days

Five week split – 20 working days
 Six week split – 25 working days

LETTER OF UNDERSTANDING NO. 30 – MONTHLY REVIEW & EXPEDITED GRIEVANCE PROCESS

General dispositions

- L30.01** The parties agree that, unless modified hereinafter, the regular provisions of Articles 15, 16 and 17 of the current Collective will continue to apply.
- L30.02** The parties agree to jointly select Arbitrators. The mandate of the Arbitrator shall be for the duration of the current Collective Agreement.

Expedited Grievance Process

- L30.03** Notwithstanding Articles 15 and 16 and with respect to grievances which will be pursued under the expedited process, the parties agree to complete the grievance procedure set out in Articles 15 and 16 within a 30 day period.

The Union will file its grievances in the following manner:

Level 1 grievances: individual grievances shall be sent to the Location/ Base manager, or his/her designated representative.

Level 2 grievances: policy grievances and headquarter grievances shall be sent to the Director, Labour Relations, or his/her designate representative.

The party who files the grievance agrees to provide the Arbitrator with a copy of the grievance.

- L30.04** Notwithstanding Articles 15 and 16 and with respect to grievances which will be pursued under the expedited process, all grievances will be heard at only one level in the grievance procedure above.

Monthly review process

- L30.05** On a monthly basis, the parties will establish a list (monthly review list) of outstanding grievances that have gone through the expedited grievance process stipulated in Article L30.03 & L30.04. This monthly review list will contain the following categories of grievances:

- a. Grievances to be heard in the next monthly review;
- b. Grievances already resolved;
- c. Following a previous monthly review, grievances returned to the parties for further discussion;
- d. Grievances referred to another arbitrator.

- L30.06** The parties will exchange the above mentioned list and provide it to the Arbitrator at least three (3) weeks prior to the next scheduled monthly review.

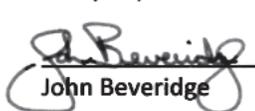
- L30.07** The parties will exchange briefs at least five (5) days prior to the monthly review and provide the Arbitrator with a copy of the brief.
- L30.08** The Arbitrator will hold a monthly review to hear the grievances on the monthly review list.
- L30.09** The Arbitrator will provide reasons for his decision in relation to each grievance heard during the monthly review.

Expedited arbitration process

- L30.10** During the course of the monthly review, either party can request, at any time prior to a decision being rendered, that the matter be referred to an expedited arbitration process or referred to a single arbitrator pursuant to Article 17 of the Collective Agreement.
- L30.11** The expedited arbitration process will be conducted in a manner consistent with a conventional arbitration process (i.e. opening statements, examination in chief, cross examination, reply and closing statements). However, examinations in chief may be replaced by witness statements. A copy of the witness statements will be provided to the arbitrator and exchanged between the parties five (5) days prior to the hearing. Cross examination and reply will proceed as usual.
- L30.12** Five (5) days prior to the hearing, the parties will exchange briefs and provide the Arbitrator with a brief which will concisely set out the facts and submissions in support of parties' position.
- L30.13** The Arbitrator will provide brief reasons for his decisions.
- L30.14** The parties will share equally the costs of pre-hearings, mediations and arbitrations. If the arbitrator hears more than one case in a day involving different unions, costs will be appropriated between the Unions.

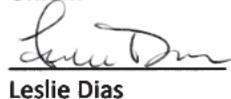
As modified by the parties on June 13th 2015,

Company:


John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

LETTER OF UNDERSTANDING NO. 31: PARTIAL SHIFT TRADES – AIRPORTS (DELETED)

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LETTER OF UNDERSTANDING NO 32 – PREFERENTIAL BIDDING – AIRPORTS

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LETTER OF UNDERSTANDING NO. 33 – TICKETING COORDINATOR AND PROCESSES & PROCEDURES COORDINATOR

L33.01 The duties of the Ticketing Coordinator work function are to assist with ticketing related processes and to assist with coordinating, communicating and implementing new and enhanced ticketing initiatives. The duties of the Ticketing Coordinator also include various accounting duties such as recording and reconciling cash sales, developing and controlling ongoing compensation and incentive programs (e.g. denied boarding, baggage collection etc.), assisting with external and internal audits and developing and communicating corrective measures (including the annual Company finance department audit), assuming responsibility for accountable documents and other duties that are ancillary. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Sales & Service Agents performing the Ticketing Coordinator work function.

L33.02 The duties of the Processes & Procedures Coordinator work function are to assist with the development of new products, to coordinate the implementation of new processes and procedures and to communicate new and enhanced processes to all Customer Sales & Service Agents. The duties of the Processes & Procedures Coordinator also include liaising with various departments within the Company to provide process and procedure information and other duties that are ancillary. Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to Customer Sales & Service Agents performing the Processes & Procedures Coordinator work function.

L33.03 Separate functional requirements will be developed in each location for the above mentioned Coordinator work functions. Employees selected in either of these Coordinator work functions will bid vacation and work schedules in accordance with Articles 6.12 and 14.03. These bids shall be awarded, in seniority order.

L33.04 These Coordinators remain full working members of the Customer Sales and Service Agent work function and the Company therefore maintains the right to redeploy the Coordinators within the Customer Sales and Service Agents work function based on operational requirements.

L33.05 SELECTION PROCESS

L33.05.01 The Ticketing Coordinator must have a satisfactory record of employment (including attendance), possess the qualifications of a Customer Sales and Service Agent, possess a minimum of five (5) years ticketing experience, pass an appropriate qualifying examination and a structured interview for the appropriate work function.

L33.05.02 The Processes & Procedures Coordinator must have a satisfactory record of employment (including attendance), possess the qualifications of a Customer Sales and Service Agent, possess a minimum of five (5) years of airport experience, pass an appropriate qualifying examination and a structured interview for the appropriate work function.

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 six (6) month period may re-interview or have their candidacy assessed based on the score originally achieved.

L33.06 VACANCIES

L33.06.01 The Company will fill the appropriate Coordinator work function vacancies with qualified Agents within the same status and location. At the local level, a Coordinator vacancy notice shall be posted for a minimum of fourteen (14) days. If the Company is unable to fill a vacancy for a Coordinator work function with a qualified agent within the same status and location, the Company may action the transfer list in accordance with Article 12. However, an employee's ability to transfer will be dependent on the selection process outlined in Article L33.05.

L33.07 RESIDENCY CLAUSE & DEMOTION FROM THE COORDINATOR WORK FUNCTIONS (Voluntary or Involuntary)

L33.07.01 An employee who enters a Coordinator work function will serve a twenty-six (26) week probationary period.

L33.07.02 An employee who enters a Coordinator work function must serve at least twenty-four (24) months before leaving the work function.

L33.07.03 Should a demotion occur within the first twenty-four (24) months of the employee occupying a Coordinator work function, the employee in question shall be returned to their original location.

L33.07.04 If the return to the original location also includes a transfer to another base, the change of base will be discussed between the Company and the Union at the Headquarters level.

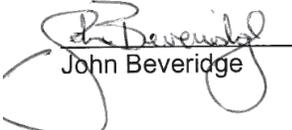
L33.07.05 If a demotion occurs after the employee has been in a Coordinator work function for twenty-four (24) months or more, the demoted employee shall remain within the same base and location.

L33.07.06 If a Coordinator wants to exit the work function after twenty-four (24) months, the employee must provide notice at least thirty (30) days prior to the following shift bid.

L33.07.07 If the Company reduces its staffing requirements for a Coordinator work function without affecting the overall headcount within the location and if no employee volunteers to leave the work function, the most junior employee within the appropriate Coordinator work function will return to the Customer Sales and Service Agent work function.

As modified by the parties on March 5th, 2020

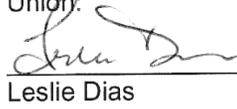
Company:


John Beveridge

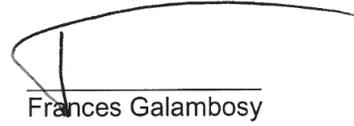

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

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

- L34.01** The Company has 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 Specialists are excluded from the Work At Home program
- L34.03** All employees participating in the Work At Home program must, with the agreement of local Management, establish in advance, the scheduled days worked at home and the scheduled days worked in the Customer Relations Centre.
- L34.04** Air Canada commits to support employees participating in the Work At Home program by providing the following:
- a) 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);
 - b) VPN service to access all Air Canada required programs;
 - c) Technical support for issues related to the use of the laptop or any of the work-related programs;
 - d) Access to Management and Lead Customer Relations Representatives;
 - e) Space within the Customer Relations Centre on the days they are scheduled to work in the Customer Relations Centre; and
 - f) Guidelines regarding occupational health and safety standards for Work At Home locations.
- L34.05** Subject to L34.02 an employee will be eligible to participate in the Work at Home program provided the employee meets the following criteria:
- a) Has an attendance record at or below the target corporate absenteeism level;
 - b) Meets or exceeds productivity and quality of work targets;
 - c) 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;
 - d) Has an adequate work space available within their home and provides their own appropriate office furniture (e.g. desk, chair, lamp, etc.);
 - 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 as determined by local management.
- g) Provides for an 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.

L34.06 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 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.

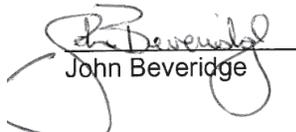
L34.07 In the event that an employee fails to maintain the standards in L34.06 above, the Company will cancel the employee's participation in the Work At Home program and the employee will return to work at the Customer Relations Centre and participation in this program will cease for a minimum of six (6) months, subject to L34.02, L34.05 and L34.06 in accordance with the following:

- a) Employees not maintaining the criteria provided by L34.06 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 period of six (6) months from their return to the office.

L34.08 Work Schedules within Customer Relations will provide seven (7) day coverage.

As modified by the parties on March 5th, 2020,

Company:

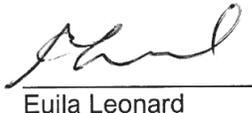

John Beveridge

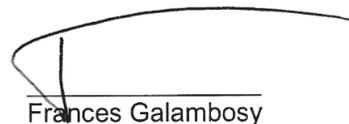

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 35

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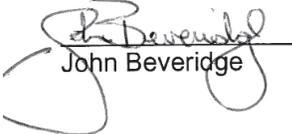
LETTER OF UNDERSTANDING NO. 36 – TRANSFER BETWEEN LOCATIONS – CUSTOMER JOURNEY MANAGEMENT

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 The above will not apply when staff reductions occur.

As modified by the parties on March 5th, 2020,

Company:


John Beveridge

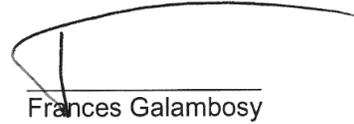

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

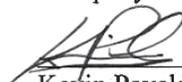
LETTER OF UNDERSTANDING NO. 37 – SICK NOTES

- L37.01** The Company will reimburse fees for physician's notes in accordance with the following.
- L37.02** The physician's note must be expressly requested by a management representative, either verbally or in writing.
- L37.03** The physician's note must include the period of the employee's absence (specific start and end date) and must confirm the employee's inability to perform his or her duties during the period of the absence.
- L37.04** In addition to the physician's note, an official receipt from the physician or medical facility must be provided to the Company.
- L37.05** If the employee does not adhere to the conditions mentioned above, the fees will not be reimbursed. Only reasonable and customary charges will be reimbursed in accordance with provincial standards.

NOTE: This LOU is exclusive of any requests or processes already in application by Occupational Health Services (OHS).

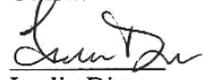
As negotiated by the parties on June 16th 2011,

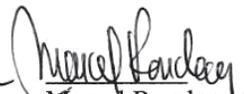
Company:

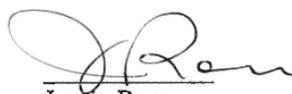

Kevin Pavelack


Étienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

LETTER OF UNDERSTANDING NO. 38 – JOINT HARASSMENT INVESTIGATION PROCESS

The Company and Union recognize the right of employees to work in an environment free from harassment. All employees are to treat others with courtesy and respect and to discourage harassment. Violation of the terms of this LOU may be subject to discipline, up to and including dismissal.

- 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. This reference to the Air Canada Workplace Violence and Harassment Prevention Policy (the “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 being 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 is a Unifor member. 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, 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 with the investigation.
- L38.03** **Complaint Process**
- L38.03.01** All harassment complaints will be addressed in a prompt, confidential and impartial manner. Breaches of confidentiality may be subject to discipline, up to and including discharge.
- L38.03.02** Employees who believe they are the victim of harassment are encouraged to report the matter through the appropriate process outlined below. Complaints should be reported as promptly as possible and should not be reported more than ninety (90) days following the date of the alleged harassment.
- L38.03.03** Retaliation in any form against any party in a harassment investigation is unacceptable and may be subject to discipline, up to and including discharge.
- L38.03.04** All information concerning the complaint will be kept confidential, and all reasonable steps will be taken by the company and the union to ensure this happens. However, any investigation report or summary may be subject to subpoena and become part of the public record. No information concerning the complaint will be placed on the file of any witness unless it is confirmed that a witness has given false testimony or has acted in a vindictive manner.

- L38.03.05** A complainant, respondent or witness is entitled to bring one support person of their choice from within their workplace (i.e. union representative or co-worker) to meetings or interviews. The support person cannot be party to the investigation, i.e. is a potential witness.
- L38.03.06** The complainant must start the resolution process at Stage 1.
- L38.04** Stage 1. Informal Conflict Resolution 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 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.
- L38.04.02** At any point the Company or the Union may decide to discontinue the informal process and escalate the matter to Stage 2.
- L38.04.03** While the informal conflict resolution process will not make a determination on whether harassment occurred, the Company may need to address inappropriate behavior on the part of individuals involved in the dispute, and warn that future incidents of inappropriate behavior may result in discipline and the more formal investigation process of Stage 2.
- L38.04.04** Stage 1 resolutions should be completed as soon as possible but no later than 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 three (3) years from the date of the complaint, at which time the summary will be removed from both the Company and Union's 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 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 Stage 2. Formal Conflict Resolution Process

L38.05.01 If the matter remains unresolved or the Union or Company has opted to bring the matter to Stage 2, the Complainant is encouraged to submit their complaint in writing 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.

L38.05.02 The Company's Harassment Officer will consult with Union's Human Rights Coordinator while establishing the admissibility of the Complaint.

L38.05.03 When an investigation is required, the Union and the Company will each select a Competent Person 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.

L38.05.04 The Union and Company designates will conduct a joint investigation to obtain and report the facts. At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the respondent. The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response.

L38.05.05 At any time during the formal investigation process the Company can take measures to separate the employees in the workplace, if deemed necessary.

L38.05.06 At the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report is not possible, the investigators may submit separate reports in which case each will receive a copy of the other's report. Hearsay evidence, third party information and opinions must not be included in the report(s). The report(s) will include the facts of alleged harassment and will provide findings of the harassment complaint. A recommendation to resolve the complaint will be made by the Company investigator. The Union investigator may choose whether or not to submit recommendations.

L38.05.07 The report(s) will be submitted to the Director Labour Relations and the President of the Local Union within 14 days of the filing of the complaint.

The Company and Union will each keep a copy of their report(s) in a confidential file for a period of three (3) years from the date of the complaint, at which time the summary will be removed from the Company and Union's conflict resolution file and applicable personnel record, provided that no subsequent conflict resolution process pursuant to this LOU is conducted with respect to the employee.

L38.05.08 Within ten (10) days of receiving the investigation report the Company will issue a final decision to resolve the complaint which summarizes the findings of the investigation and indicates whether harassment has been or has not been substantiated. This decision will be communicated in writing to the complainant, the respondent, the Union's Human Rights Coordinator, the Director Labour Relations and the President of the Local Union.

L38.06 Review Process

L38.06.01 Where the complainant and/or respondent is not satisfied with the 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 fourteen (14) days of receipt of the decision. The request shall contain sufficient information to detail the reason for the appeal/review

L38.06.02 The Director Labour Relations and the President of the Local will jointly review the decision.

L38.06.03 Where the Union is not satisfied with the outcome of the joint review, the discipline imposed by the Company, or the measures that are implemented in the workplace as a result of the harassment complaint, the Union can file a grievance and refer the matter to expedited arbitration with a single arbitrator who shall be selected by mutual agreement between the Company and the Union. The arbitrator will be selected within fourteen (14) days of the receipt of the decision and will render a decision on the matter within two (2) months following the conclusion of the hearing.

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. 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.

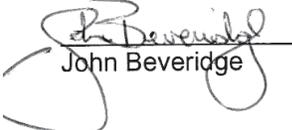
L38.06.05 In cases of Discriminatory Harassment where the complainant is not satisfied with the final outcome of the process s/he has the right to seek redress under the Canadian Human Rights Act.

L38.07 Time Lines

L38.07.01 Time lines in the Formal conflict resolution process may be adjusted with the mutual consent of the President of the Local Union and the Director Labour Relations.

As modified by the parties on March 5th, 2020

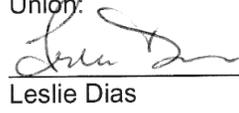
Company:


John Beveridge

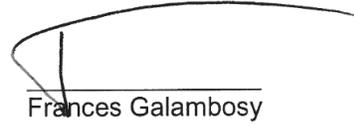

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 39 – AIRPORT – REASSIGNMENT

After Shift Commencement

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

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.

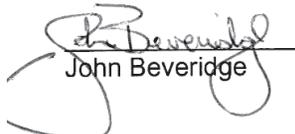
L39.03 Double reassignments will be avoided where possible.

L39.04 The Company further commits to avoid habitual reassignment of bid line agents due to their qualifications.

L39.05 If overtime is required, overtime/recall will be used based on qualification requirements.

As modified by the parties on March 5th, 2020

Company:


John Beveridge

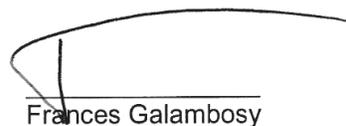

Andrea Zaffaroni


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Union:


Leslie Dias


Euila Leonard


Frances Galambosy

LETTER OF UNDERSTANDING NO. 40 – SOCIAL MEDIA POSITION

- L40.01** Incumbents of current LOU #16 positions will be grandfathered in their current function.
- L40.02** In order to qualify for a social media vacancy, applicants will be required to successfully complete a selection process which consists of an interview process and written exam. Applicants will also be required to successfully complete a written language competency test.
- L40.03** Social Media vacancies will be filled by the most senior applicant who possesses the necessary qualifications. Social media vacancy notices shall be posted locally for a minimum of 14 days. If the company is unable to fill a vacancy with a qualified applicant, the company may action the transfer list in accordance with Article 12. However, an employee's ability to transfer will be contingent on the previously outlined selection process.
- L40.04** For the purposes of work schedules, vacation bidding as well as staff reduction, residency and demotion, the following will apply:
- L40.04.01** Work Schedules:

The Company will determine work schedule requirements. Employees selected will bid vacation and work schedules in seniority order.
- L40.04.02** Residency Clause & Demotion (Voluntary or Involuntary)
- L40.04.02.01** An employee who fills a social media vacancy will serve a twenty-six (26) week probationary period.
- L40.04.02.02** An employee who fills a social media vacancy must serve at least twenty-four (24) months in the position.
- L40.04.02.03** Should a demotion occur within the first twenty-four (24) months, the employee shall be returned to their original location. If the return to the original location also includes a transfer to another base, the change of base will be discussed between the Company and the Union at the Headquarters level.
- L40.04.02.04** If a demotion occurs after twenty-four (24) months or more, the demoted employee will be assigned, seniority allowing, to a location, within the same base.
- L40.04.02.05** If an employee wants to exit the work function after twenty-four (24) months, the employee must provide notice at least thirty (30) days prior to the next shift bid and will be assigned, in seniority order, to a location within the same base provided a vacancy exists.

L40.04.03 Staff Reduction:

L40.04.03.01 If the Company reduces its staffing requirements for the social media function, without affecting the overall headcount within the location and if no employee volunteers to leave the work function, the most junior employee within the social media work function will be absorbed in the location.

L40.04.03.02 An employee performing the social media work function can only shift trade with employees performing the same function.

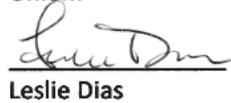
As negotiated by the parties on June 13th 2015,

Company:

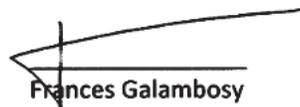

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

LETTER OF UNDERSTANDING NO. 41 – IRREGULAR OPERATIONS – AIRPORTS PROTOCOL

The Company acknowledges the importance of the scope provisions of the collective agreement.

For the life of the current Collective Agreement, the following will apply:

L41.01 Irregular Operations (IROP) events likely result in flight delays, flight cancellations, downguage of aircraft etc. Depending on the nature, timing, location, duration and severity of an IROP, the planning and recovery strategy will vary.

L41.02 Stressed Operations

When the operations are stressed as a result of predictable or unforeseen circumstances, the following process will apply:

- L41.02.01**
1. Exhaust applicable overtime call-out list in accordance with Article 7.03.03 through broadcast means at the affected location(s) and cease granting any additional Reduced Overtime (RO).
 2. Engage all other employees on shift in the affected location(s) to work overtime through verbal notice, punch clock messages, PDA messages, employee briefings, messages on employee boards, radio call outs etc. The Company will communicate through email with employees not on shift to offer overtime opportunities.

NOTE: The Company will explore alternative communication methods to maximize communication with employees.

3. Redeploy or offer overtime to employees assigned to functions covered under LOU#16, LOU#17, LOU #33 in affected locations, provided such employees are not already assigned to duties to support the operations.

L41.03 Severe IROP

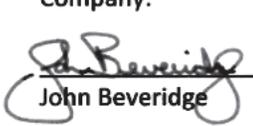
L41.03.01 In the event of a severe IROP (e.g. severe weather phenomena, natural disaster etc.), the process under L41.02 will be followed. Once that process is exhausted, measures may be taken to fill the required employee complement as follows:

L41.03.02 The Company will consult the Union at Headquarters level prior to the deployment of non-unionized staff to temporarily perform scope duties, for a period not exceeding 24 hours. The Company will personally advise the local District Chair(s) or their designate in the affected location(s), of the approximate number of non-unionized employees that will perform scope duties. Thereafter, the Company will communicate to employees at work that the IROP process has been engaged.

- L41.04** Should the IROP exceed 24 hours, the foregoing process outlined in L41.02 and, if necessary, L41.03 will be re-applied.
- L41.05** When the IROP is no longer severe, all non-unionized staff will cease performing scope duties.
- L41.06** The parties understand that hotel vouchers are a useful means in securing additional staffing during an IROP. Hotel vouchers will not be withheld unreasonably.
- L41.07** This protocol remains subject to the grievance process, to be filed at Step 2-Corporate level.

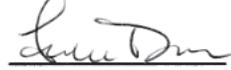
As negotiated by the parties on June 13th 2015,

Company:

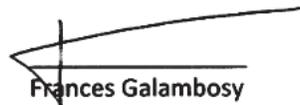

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

MEMORANDUMS OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING NO. 1 – AIR CANADA PENSION PLAN, FOR EMPLOYEES PREVIOUSLY REPRESENTED BY CAW LOCAL 2213, CURRENTLY REPRESENTED BY UNIFOR LOCAL 2002

1. The Company will, upon request, provide full information on actuarial evaluations, costs and funding for Unifor participants, in the existing Pension Plan. It is recognized that such information is normally only available to the Company tri-annually and that the Company will not be required to undertake any special actuarial evaluation in order to provide such information. In addition the Company will advise the Union of any changes to the existing Pension Plan as they pertain to Unifor participants.

A Joint Committee with equal representation from both the Company and the Union will be established to evaluate the above data as well as any proposed amendments or improvements, including actuarial evaluations showing long term costs specifically for Unifor participants. The Joint Committee will meet on a continuing basis at least annually during the life of this Agreement and its work will be conducted confidentially.

In addition, during the life of this Agreement, the Joint Committee will review and investigate improvements and/or changes to the pension plan, cost issues related to such improvements and/or changes, with a view to recommending to the parties, the basis of a long-term agreement that would address the pension issues and the continued viability of the Pension Plan.

2. Air Canada agrees to pay the cost of such studies in addition to the cost and expenses of any advisors consulted by the Joint Committee, or of any Unifor members with respect to the conduct of any and all duties and/or for the Committee; time spent by Unifor members of this Committee shall be absorbed by the Company.
3. Air Canada will provide a simplified booklet briefly describing the existing Pension Plan in easily understood terms with examples. Unifor participants in the existing Air Canada Pension Plan shall be entitled to receive annually a statement reflecting:
 - a) Required contributions paid (latest year and total);
 - b) Accumulated required employee contributions with interest;
 - c) Same as a, and b, but for voluntary employee contributions, if any.
4. Air Canada will continue to complete its data files so as to put itself in a position to provide on the annual statement of benefits the following additional information:
 - 1) Monthly pension earned (latest year and total);
 - 2) Minimum monthly pension at a specified age;
 - 3) Estimated monthly pension at the later of age sixty-five (65) or the age on the date of the statement.
5. Unifor participants shall receive the benefit of any amendments or improvements effected in the provisions of the current Pension Plan during the life of the Collective

Agreement provided that such benefit, in the opinion of the Joint Committee, is in the best interest of the Unifor participants.

6. Air Canada undertakes that benefits with respect to service from January 1, 1966 to September 30, 1973 will be calculated on a basis to provide not less than \$18.00 of monthly benefit per year of service during such period, this minimum benefit applying in all circumstances with respect to such period for all participants (and those deriving an interest or an entitlement from such participants) and is subject only to qualification or adjustment within the regular provisions of the plan in the event of early retirement with actuarial reduction, or on termination where any cash-out option applicable to this period is elected.
7. These minimum monthly benefits are absolutely guaranteed by Air Canada who undertake to provide separate and proper funding with respect to them and to fully account to Unifor with respect to such benefits their costs and funding annually throughout the period of the Collective Agreement.
8. The Company agrees that changes to the Pension Plan which affect Unifor participants will not be made except as agreed by the Union. For clarity, the Company agrees that changes to the Hybrid DB/DC Pension Plan which affects participants will not be made except as agreed by the Union.
9. The provisions of this Memorandum shall be subject to the provisions of Articles 15 and 17.
10. The Pension Plan rules will be amended so that effective May 1, 1999 an employee covered by this Agreement may retire with an unreduced early pension provided they are at least 55 years of age, and so that for any employee retiring below age 55 on or after May 1, 1999 the denominator described in clause 2 of rule 30 of the Plan shall be "a figure representing the number of months of allowable service plus the number of months by which the participating employee is below age 55."
11. Pension Plan rules will provide for income protection for eligible retirees for the period ending December 31, 2002 based on the following formula:
 - (A) The annual change in the Consumer Price Index will be calculated to a maximum of eight (8) percent.
 - (B) The income protection will be based on a percentage adjustment of fifty (50) percent of the calculation in (A) above.
 - (C) The application of (A) and (B) above will take place in each of the three (3) years and occur on the following dates:
 - January 1, 2000
 - January 1, 2001
 - January 1, 2002
 - January 1, 2003
 - January 1, 2004

To be eligible for this benefit, a retiree must have achieved the age of sixty (60) on the adjustment date. Furthermore, eligible employees who retire within twelve (12) months of the adjustment date will have the adjustment pro-rated in that year.

Notwithstanding the agreement to make the foregoing Pension Plan rules change for a period commencing January 1, 2000 and continuing for three (3) years, this in no way prevents the Union from re-negotiating this pension agreement at the termination of this Collective Agreement.

12. The Company agrees to amend the rules of the Air Canada Pension Plan-Canada to reduce from 48 to 36 the number of months used to determine Unifor employee's average annual compensation. This change only affects the benefits of those members who die or retire after January 1, 1994.
13. Effective January 1, 2001, the rules of the Air Canada Pension Plan will be amended to change the formula for eligible employees covered by this Collective Agreement from 1.75%/ 2.0% to 1.90%/2.0% in respect of allowable service after January 1, 1966. In respect of service between January 1, 1966 and December 31, 1995, the formula will remain at 1.75%/2%. All sections of the Plan text wherever reference is made to 1.75% will be amended by replacing the 1.75% with 1.90% in respect of service after January 1, 1996. These are sections 6.1 dealing with normal retirement pension, section 6.3 dealing with disability retirement pension and section 7.1 dealing with the higher pension to age 65 option. In section 7.1a), the reference to 1/4% should also be replaced by 0.10% in respect of seniority since January 1, 1996.
14. Employee contributions under section 4.1 of the rules of the Air Canada Pension Plan will be increased from 5.25% to 5.70% on pensionable earnings up to the employee's Yearly Maximum Pensionable Earnings and 6% on the part of the employee's compensation in excess thereof effective January 1, 2001. This contribution rate will be used as a basis for the recognition of any period of allowable service in respect of service after January 1, 1996 subsequently applied for by the employee on or after January 1, 2001.

In respect of allowable service prior to January 1, 2001 for which the pension formula is increased from 1.75%/2 to 1.90%/2, the member shall be required to pay a past service contribution. This contribution shall be calculated as the product of a), b) and c) below:

- a) The 2000 annualized pensionable earnings up to \$37,600
- b) The allowable service expressed in years and twelfths thereof prior to January 1, 2001 for which the pension rate is increased from 1.75%/2% to 1.90%/2%, and,
- c) 0.45%

Members will be required to contribute a minimum of 2% pensionable earnings to repay any past service contribution and any outstanding balance will be charged interest at the prevailing interest rate applicable on outstanding contribution deficiencies.

At death, termination or retirement, pension benefits will be reduced actuarially to reflect any outstanding contribution deficiencies.

As modified by the parties on June 13th 2015,

Company:

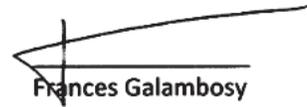

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

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

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

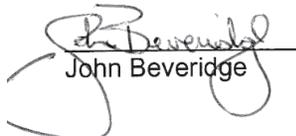
1. Employees who are eligible to retire with pension in accordance with Section 5.2 of the Air Canada Pension Plan or the Air Canada Pension Plan for Former CAIL Employees as applicable and who wish to participate in the program will request a change of status under the provisions of Article 12, and shall notify the Company of their intent to retire with pension at the same time.
2. Requests shall be actioned, subject to vacancies being available, in accordance with Article 12.
3. An employee accepting the change of status when it is made available and this having been confirmed per Article 12.04.02, shall retire with pension in accordance with Section 5.2 of the applicable pension plan when the change of status is effective.
4. Employees enrolled in this program as of June 27th, 2011 shall continue to participate in the program for a maximum of fifteen years (15) or until they terminate their service with the Company, whichever is the earlier. Employees enrolled in this program between June 28th, 2011 and December 31st, 2015 shall continue to participate in the program for a maximum of five (5) years or until they terminate their service with the Company, whichever is the earlier.
5. All other employees may enroll in this program and can participate for a maximum of two (2) years.
6. Notwithstanding anything to the contrary in the applicable pension plan rules and Regulations, on receipt of pension benefits, employees shall cease to be active members of the plan and shall cease to contribute to the plan or accrue additional allowable service under the plan. Pension benefits shall be those provided by the plan at the time the employee retires from full-time status.
7. Employees participating in the Program shall not have the right to change status to full-time under any circumstances, whether that be through the provisions of Article 10, Article 12, or any other provision of the Collective Agreement. Consequently, the following provisions are modified:
8. **BENEFITS**
 - (a) Group Life Insurance: One fourth (1/4th) of active coverage at time of retirement, as set out in Item 3, up to a maximum of \$10,000.00. Additional coverage is available at employee cost.
 - (b) Group Insurance Disability Income Plan: Employees shall be covered as part-time employees and disability benefits shall not be offset by pension benefits.

- (c) Supplementary Health Insurance: Employees will be covered by the basic Canadian Retired Health Plan – Plan 1 (no cost to employee), or may elect to participate in the Voluntary Supplementary Health Plan – Plan 2 (employee pays premium).
 - (d) Group Dental Insurance Plan: Not available. However, some dental coverage is available under the Voluntary Supplementary Health Plan (Plan 2).
 - (e) Vision Care Plan: Not available.
9. Travel privileges entitlement will be in accordance with Company Regulations governing retired employees. Employees in this program will continue to accrue service for the sole purpose of establishing priority accrual for travel privileges.
 10. Notwithstanding Article 10.07.07, the employee will not be removed from the Seniority List nor will their seniority be affected until retirement or termination.
 11. Employees participating in this program will retain Company service at retirement and upon change of status. However, no further accrual of Company service may be earned with the exception of priority accrual for travel privileges.
 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.
 13. Notwithstanding the provisions of paragraph #11 above, the parties have agreed to the following:

If those provisions of the Collective Agreement which are dependent on accrual of Company service levels, are changed in subsequent negotiations, such changes will apply to employees who are covered by the Memorandum of Understanding, provided they have attained the necessary level of Company service prior to retiring from full-time employment.

As modified by the parties on March 5th, 2020,

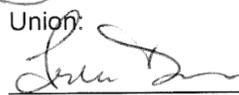
Company:


John Beveridge

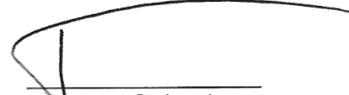

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

MEMORANDUM OF UNDERSTANDING NO. 3 – JOB SECURITY JAZZ HANDLING

For the life of the current Collective Agreement, the Company commits to retain passenger handling duties for Jazz flights at bases where employees are employed as of June 15, 1990 and where the Company continues to operate flights to those bases.

As renewed by the parties on June 13th 2015,

Company:

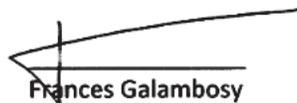

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

MEMORANDUM OF UNDERSTANDING NO. 4 – REHABILITATION PROGRAM NON-WORK RELATED DISABILITIES**1. PURPOSE**

This Program is intended to assist employees to return to work in their normal job and to work their normal hours of work.

The Program will allow employees who are absent as a result of non-work related disabilities to return to work on a voluntary basis to a position covered by the collective agreement when such employees are temporarily unable to perform all of the duties of the job or to perform those duties for the length of their normal work day or work week.

2. IDENTIFICATION

Employees who are identified or who identify themselves as candidates for this Program will be required to advise both Management and Union, locally, and provide a medical opinion from their physician stating any restriction as to tasks/duties which may be performed, hours of work and expected term of rehabilitation.

3. PROCEDURES

- a) Medical requirements and suitability for this program shall be determined jointly by the Company Medical Officer and the employee's physician.
- b) Modifications to the workplace, creation of new functions or redevelopment of existing functions and development of new sub-schedules which are required to conform with Item 3 a), above, shall be established by local management and the Union District Chair and are subject to agreement between the Company, the Union and the employee.
- c) It shall be the responsibility of the employee to provide sufficient notice for the provisions of Items 3 a) and b) above and/or Item 5 g) to be implemented.
- d) An employee shall not return to work until the provisions of Items 3 a) and b) above and/or Item 5 g) have been finalized.

4. DURATION

- a) There shall be a minimum term of four (4) weeks and a maximum term of twenty-six (26) weeks for any period of rehabilitation.
- b) The term of rehabilitation shall be established prior to the commencement of the period by the Company Medical Officer and the employee's physician.
- c) Any extension of the period established in accordance with Item 4 b), above, shall be by agreement between the Company, the Union and the employee and as determined by the Company Medical Officer and the employee's physician.

- d) Any requests for an extension beyond twenty-six (26) weeks shall be subject to review by the Company Medical Officer and the employee's physician and where necessary by the insurance carrier.

5. APPLICATION OF THE COLLECTIVE AGREEMENT

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours.
- b) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period for each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- c) Employees shall not be utilized for any assignments set out in Article 8.
- d) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements at the new location shall be in accordance with Item 3 b) and/or 5 g).
- e) Normally, vacation scheduled to be taken during a rehabilitation period of sixteen (16) weeks or less will be displaced and taken immediately following conclusion of the established rehabilitation period. If the rehabilitation period is established to be for more than sixteen (16) weeks, the employee may elect to discontinue the program and take the vacation as scheduled or may elect to take the vacation with pay or any part which is displaced immediately following conclusion of the established rehabilitation period. When an employee's displaced vacation has not been taken as of December 31st of each year, the employee may elect to receive pay in lieu of that vacation upon return to work. The employee shall advise the Company of their option prior to the commencement of the rehabilitation period.
- f) Exceptions to the application of the collective agreement which may be required over and above those provided for in this Item 5 and/or Item 3 b) shall be subject to agreement between the Company and the Union at the Headquarters level.
- g) Exceptions to the application of the collective agreement which may be required over and above those provided for in this Item 5 and/or Item 3 b) shall be subject to agreement between the Company and the Union at the Headquarters level.

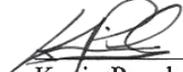
6. BENEFITS

- a) Group Life Insurance – Full coverage will continue based on the employee's status and regular rate of pay, in accordance with Article 19.07 or L1.12, respectively.

- b) Group Insurance Disability Income Plan – Premiums will be deducted in accordance with the employee’s regular rate of pay and refunded directly to the employee by the Unifor-Canada Local 2002 Health and Welfare Trust.
- c) Supplementary Health Insurance, Dental Plan and Vision Care Plan – The Company shall pay the full cost of premiums.
- d) Pension Plan – Employees who return to work on a partial basis and who are receiving disability benefits will be governed by the provisions of the plan governing employees in receipt of disability benefits.

As modified by the parties on June 16th 2011,

Company:


Kevin Pavelack


Etienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

**MEMORANDUM OF UNDERSTANDING NO. 5 – REHABILITATION PROGRAM WORKERS
COMPENSATION CLAIMANTS****1. PURPOSE**

This Program is intended to assist employees to return to work in their normal job and to work their normal hours of work.

The Program will allow for the re-employment of injured workers in positions covered by the Collective Agreement with any modification of duties and hours of work which may be required.

2. IDENTIFICATION

Employees who are identified or who identify themselves as candidates for this Program will be required to first obtain the approval of their personal physician, the Company Medical Officer and the Workers' Compensation Board.

3. PROCEDURES

- a) Medical requirements and suitability for participation in this Program shall be determined jointly by the employee's physician, the Company Medical Officer and, as required, by the Workers' Compensation Board.
- b) The employee shall advise both local management and the Union that they wish to participate in the Program and shall provide a medical opinion stating any restriction as to tasks/duties which may be performed, any modification to hours of work which may be required and the expected term of rehabilitation.
- c) Modifications to the workplace, creation of new functions or re-development of existing functions and the development of new sub-schedules which are required to conform with Item 3 b), above, shall be established by local management and the Union District Chair and are subject to agreement between the Company, the Union and the employee.
- d) It shall be the responsibility of the employee to provide for sufficient notice for the provisions of Items 3 a), b) and c) and Item 5 g) to be implemented.

4. DURATION

- a) The minimum term of any rehabilitation period shall be four (4) weeks, unless determined otherwise by the Workers' Compensation Board.
- b) The term of rehabilitation shall be established prior to the commencement of the period.
- c) Any extension of the period established in accordance with Item 4 b), above, shall be by agreement between the Company, the Union and the employee and as determined by the employee's physician, the Company Medical Officer and the Workers' Compensation Board.

5. APPLICATION OF THE COLLECTIVE AGREEMENT

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours.
- b) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period for each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- c) Employees shall not be utilized for any assignments set out in Article 8.
- d) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements at the new location shall be in accordance with Item 3 c) and/or 5 g).
- e) Normally, vacation scheduled to be taken during a rehabilitation period of sixteen (16) weeks or less will be displaced and taken immediately following conclusion of the established rehabilitation period. If the rehabilitation period is established to be for more than sixteen (16) weeks, the employee may elect to discontinue the program and take the vacation as scheduled or may elect to take the vacation with pay or any part which is displaced immediately following conclusion of the established rehabilitation period. When an employee's displaced vacation has not been taken as of December 31st of each year, the employee may elect to receive pay in lieu of that vacation upon return to work. The employee shall advise the Company of their option prior to the commencement of the rehabilitation period and any vacation taken during a rehabilitation period shall require the approval of the Workers' Compensation Board.
- f) Exceptions to the application of the collective agreement which may be required over and above those provided for in this Item 5 and/or Item 3 b) shall be subject to agreement between the Company and the Union at the Headquarters level.
- g) Exceptions to the application of the Collective Agreement which may be required over and above those provided for in this Item 5 and/or Item 3 c) shall be subject to agreement between the Company and the Union at the Headquarters level.

6. BENEFITS

- a) Group Life Insurance – Full coverage will continue based on the employee's status and regular rate of pay, in accordance with Article 19.07 or L1.16, respectively.
- b) Group Insurance Disability Income Plan – Premiums will be deducted in accordance with the employee's regular rate of pay and employees will be covered in accordance with the provisions of the Plan.

- c) Supplementary Health Insurance, Dental Plan and Vision Care Plan – The Company shall pay the full cost of premiums.
- d) Pension Plan – Employees who return to work on a partial basis and who are receiving Workers' Compensation benefits will be governed by the provisions of the plan governing employees in receipt of such benefits.

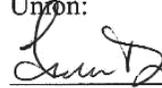
As modified by the parties on June 16th 2011,

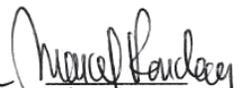
Company:


Kevin Pavelack


Etienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

MEMORANDUM OF UNDERSTANDING NO. 6 – CONTACT CENTRES

The Company commits that employees with a seniority date of April 1, 1999 or earlier located in 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 Centre components. 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:

If staff reductions occur at a base, all employees at the affected base shall have the option of terminating their employment with the Company and will be entitled to a severance allowance of two (2) weeks' pay at their current rate of pay for each full calendar year of service, or part thereof, up to a maximum of fifty-two (52) weeks' pay.

Employees shall be offered the severance allowance in order of seniority to the extent necessary to eliminate layoffs.

SEVERANCE ALLOWANCE OPTIONS**Options for Pensionable Employees**

- a) Employees under age 55 at time of retirement may elect to receive "age make up" at a rate of fifty percent (50%) of the months between their retirement age and 55 to a maximum of sixty (60) months. Eight (8) weeks of the allowance shall be converted for each year of "age make up" required for pension reduction purposes under age 55.
- b) Lump sum cash payment.
- c) Time on payroll at full salary.
- d) Time on payroll at half salary.
- e) Any combination of the above, except that options (c) and (d) in total may not exceed twenty-four (24) months.

Options for Non-Pensionable Employees

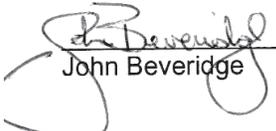
- a) Lump sum cash payment.
- b) Time on payroll at full salary.
- c) Time on payroll at half salary.
- d) Any combination of the above, except that options (b) and (c) in total may not exceed twenty-four (24) months.

Additional Provisions for Non-Pensionable Employees

- a) Continuation of Supplementary Health Insurance, Dental Plan, Group Life Insurance and Vision Care Plan for twelve (12) months beyond separation or re-employment with another company, whichever is the earlier.
- b) Two (2) Air Canada/Connector passes for the employee and eligible dependents for each year after separation for a period equal to the number of completed years of service at date of termination from the active payroll.

As modified by the parties on March 5th, 2020

Company:


John Beveridge


Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

MEMORANDUM OF UNDERSTANDING NO. 7 – SELF SERVICE KIOSK AND RELATED LASER BAR-CODE SCANNERS

The Company agrees that work related to Self Service Kiosks and Laser Bar-Code Scanners, with the exception of technical support and maintenance (but including restocking of supplies and the retrieval of lost identification cards), falls within the scope of a Customer Sales & Service Agent classification and is covered by the provisions of Article 2.03, where Customer Sales & Service Agents are employed in the location.

The Company commits that employees will not be laid off or relocated from their location as a result of the implementation and use of Self-Serve Kiosks and Laser Bar-Code Scanners, regardless of where the Kiosks/Scanners are located in the base, including off-site locales.

Therefore, it is agreed that the number of Customer Sales & Service Agents which are classified as surplus to requirements as a result of the implementation and use of Self-Serve Kiosks/ Scanners will be carried at their respective location pending normal attrition. In the event the Company elects to reduce the surplus of employees, all employees at the affected base will be offered voluntary severance in order of seniority to the extent necessary to eliminate the surplus. In such a case, employees may be relocated utilizing the provisions of Article 10 to replace employees electing severance with employees from locations where the surplus has been identified.

The number of employees classified as surplus will be twenty-five percent (25%) of the full-time employees and twenty-five percent (25%) of the part-time employees in the Check-In and Gate functions at the applicable Airport location immediately prior to the implementation of the Kiosks/Scanners. The resulting numbers classified as surplus will be communicated in writing to the Union District Chairperson, with a copy to the Union at the Headquarters level, together with a breakdown of the calculation.

The number classified as surplus will be reduced each time the attrition of an employee occurs. The Company will inform the Union District Chairperson in writing, with a copy to Union Headquarters, no later than fourteen (14) days after a permanent mitigation action occurs together with the details of the action. When the number of employees classified as surplus has been totally eliminated as a result of such permanent mitigation action, the Company commitment will be deemed to have been satisfied and it will no longer apply to the affected base. The Union District Chairperson will be so advised in writing with a copy to the Union at the Headquarters level.

This Memorandum is intended to deal solely with the implementation and use of Self Service Kiosks and Laser Bar-Code Scanners. It is understood that any surplus or reduction of staff brought about by other operational reasons such as location or base closures, reductions in the flight schedule, loss of third party handling contracts, or alterations to work schedules, will be handled in accordance with the relevant provisions of the Collective Agreement and will not reduce the Company's commitments under this Memorandum.

The voluntary severance referred to above will include a severance allowance of two (2) weeks pay at the employees' current rate of pay for each full calendar year of service, or part thereof, up to a maximum of fifty-two (52) weeks pay.

SEVERANCE ALLOWANCE OPTIONS

Options for Pensionable Employees

- a) Employees under age 55 at time of retirement may elect to receive “age make-up” at a rate of fifty percent (50%) of the months between their retirement age and 55 to a maximum of sixty (60) months. Eight (8) weeks of the allowance shall be converted for each year of “age make-up” required for pension reduction purposes under age 55.
- b) Lump sum cash payment.
- c) Time on payroll at full salary.
- d) Time on payroll at half salary.
- e) Any combination of the above, except that options (c) and (d) in total may not exceed twenty-four (24) months.

Options for Non-Pensionable Employees

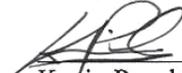
- a) Lump sum cash payment.
- b) Time on payroll at full salary.
- c) Time on payroll at half salary.
- d) Any combination of the above, except that options (b) and (c) in total may not exceed twenty-four (24) months.

Additional Provisions for Non-Pensionable Employees

- a) Continuation of Supplementary Health Insurance, Dental Plan, Group Life Insurance and Vision Care Plan for twelve (12) months beyond separation or re-employment with another company, whichever is the earlier.
- b) Two (2) Air Canada/Connector passes for the employee and eligible dependents for each year after separation for a period equal to the number of completed years of service at date of termination from the active payroll.

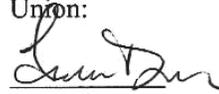
As modified by the parties on June 16th 2011,

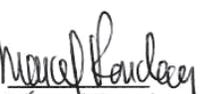
Company:


Kevin Pavelack


Étienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

MEMORANDUM OF UNDERSTANDING NO. 8 – PROGRAM TO ACCOMMODATE EMPLOYEES WITH PERMANENT RESTRICTIONS/DISABILITIES – IN SCOPE FUNCTIONS**1. PURPOSE**

This program is intended to provide, where possible, the accommodation of employees with permanent disabilities which would enable them to return to work or continue to work by making available suitable work which is consistent with the restrictions required as a result of their disability.

The Company agrees to make every reasonable effort to assist employees who develop a permanent disability which limits their ability to fully perform all of the tasks/duties of their classification by making modifications to the workplace or by providing them with alternate tasks/duties within their classifications.

2. IDENTIFICATION

Employees who are identified or who identify themselves as candidates for this Program will be required to advise both Management and Union, locally, and provide a medical opinion from their physician stating any restrictions as to the hours of work and/or tasks/duties which may be performed.

3. PROCEDURES

- a) Medical requirements and suitability for this Program shall be determined jointly by the Company Medical Officer, the employee's physician, and subject to Workers' Compensation Board regulations if applicable.
- b) Modifications to the workplace, creation of new functions or redevelopment of existing functions and development of new sub-schedules which are required to conform with 3a) above, shall be established by local management and the Union District Chairperson and are subject to agreement between the Company, the Union and the employee.
- c) It shall be the responsibility of the employee to provide sufficient notice for the provisions of Items 3a) and b) above and/or Item 5h) to be implemented.
- d) An employee shall not return to work or commence the program until the provisions of Items 3a) and b) above and/or Item 5h) have been finalized.

4. DURATION

- a) The employee will continue on this program until determined jointly by their physician and the Company Medical Officer as being fit to return to the full duties of their classification without restriction.
- b) In the event a change occurs to the work and/or the employee's medical condition which permits or requires a change to the restrictions, a review of the restrictions together with the medical condition of the employee will take place with the involvement of the Company Medical Officer and the employee's physician. This

review may take place at any time but no less than annually or as directed by a Worker's Compensation Board.

5. APPLICATION OF THE COLLECTIVE AGREEMENT

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) In the application of Article 6.12, a separate sub-schedule will be established for each modified work function which accommodates similar restrictions. These sub-schedules will only be available for bid by employees covered by this Program.
- b) In the application of Article 6.15, the following shall apply:
 - i) Employees covered by this Program will be entitled to exercise their seniority in bidding on a sub-schedule in a function which is suited to their restrictions.
 - ii) Once an employee is assigned to a sub-schedule, they shall remain on that sub-schedule until a vacancy occurs in another sub-schedule or there is a general shift bid in the location, or as provided for in Item 4 above.
- c) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours which are inconsistent with the restriction on their hours.
- d) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period in each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- e) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements in the new location shall be in accordance with Items 3b), 5b), 5g) and/or 5h).
- f) Prior to applying the provisions of Article 12 related to physical requirements, the Company will discuss the matter with the Regional Bargaining Committee member for the employee's base and the base involved in the transfer.
- g) Exceptions to the application of the Collective Agreement which may be required over and above those provided for in this Memorandum shall be subject to agreement between the Company and the Union at Headquarters level.
- h) The specific working conditions applicable to the functions/duties together with the associated benefits applicable to the employee will be confirmed in writing prior to the commencement of the assignment and copied to the Union District Chairperson.

Dated at Toronto, Ontario this 24th day of November 1999.

For: Air Canada

For: CAW-Canada and its Local 2002

P. E. Cooley

P. Nash

M. Asselin

E. Di Ioia

MEMORANDUM OF UNDERSTANDING NO. 9 – CANADIAN PENSION PLAN FOR EMPLOYEES PREVIOUSLY REPRESENTED BY CAW LOCAL 1990

The Canadian Pension Plan for employees previously represented by CAW Local 1990, currently represented by Unifor Local 2002 is amended as follows:

1. Effective January 1, 2001, the rules of the Air Canada Pension Plan will be amended to change the formula for eligible employees covered by this Collective Agreement from 1.75%/2% to 1.90%/2% in respect of allowable service after January 1, 2001. In respect of service between January 1, 1966 and June 30, 2000, the formula will remain at 1.4%/2%; for service between July 1, 2000 and December 31, 2000, the formula will remain at 1.75%/2%. All sections of the Plan text wherever reference is made to 1.75% will be amended by replacing 1.75% with 1.90% in respect of service after January 1, 2001. These are sections 6.1 dealing with normal retirement pension, section 6.3 dealing with disability retirement pension and section 7.1 dealing with the higher pension to age 65 option. In section 7.1a), the reference to ¼% should also be replaced by 0.10% in respect of service after January 1, 2001.
2. Employee contributions under section 4.1 of the rules of the Air Canada Pension Plan will be increased from 5.25% to 5.70% on pensionable earnings up to the employee's Yearly Maximum Pensionable Earnings and remain at 6% on the part of the employee's compensation in excess thereof effective January 1, 2001. This contribution rate will be used as a basis for the recognition of any period of allowable service in respect of service after January 1, 2001.
3. Effective November 1, 2000, the Pension Plan rules will be amended so that the provisions for the Maximum Pensionable Earnings are increased to \$68,000.00.

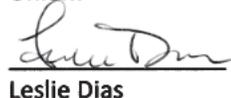
As modified by the parties on June 13th 2015,

Company:


John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

MEMORANDUM OF UNDERSTANDING NO. 10 – SASKATOON AND REGINA

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

This Memorandum provides clarification with respect to the deployment of special assignments covered under Article 8.03 of the collective agreement.

When additional staffing support is required at airport locations in order to address punctual increases in the volume of work (e.g. , Christmas, March Break, extreme weather phenomena, special events or any other unforeseen contingencies for which advance staffing planning is not viable), the Company will initiate special assignments pursuant to Article 8.03. These assignments are temporary in nature and not intended to replace regular staffing requirements. Special assignments from other locations will be permissible even if temporary employees under Article 12.07 are employed at the Airport Support Location(s).

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.

The special assignments will be acquired from outside airport locations in the following order:

Airport Location Requiring Support	Airport Support Locations		
YVR	YYC	YEG	YWG
YYC	YEG	YWG	YVR
YEG	YYC	YWG	YVR
YWG	YEG	YYC	YYZ
YYZ	YOW	YUL	YWG
YOW	YUL	YYZ	YWG
YUL	YOW	YYZ	YWG
YHZ	YYT	YOW	YUL
YYT	YHZ	YOW	YUL

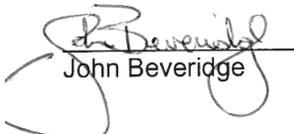
It is understood that an airport support location may be bypassed when offering special assignments if that location is having staffing and/or operational issues of their own. If the corresponding airport support locations enumerated above are unable to provide support, any other location capable of allocating staff will be considered. Such assignments are not intended to deplete staffing levels at the Airport Support Location(s).

When feasible, opportunities for special assignments will be posted by bulletin at least ten (10) days in advance.

Selection will be made in seniority order among employees possessing the required qualifications to perform the assignment. The list of special assignment volunteers will be compiled jointly between local management and the local District Chairperson. If an employee declines overtime at their original location, they will still be eligible to participate in a special assignment.

As modified by the parties on March 5th, 2020

Company:


John Beveridge

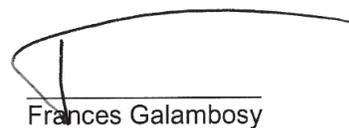

Andrea Zaffaroni


Stephanie Haas

Union:


Leslie Dias


Euila Leonard


Frances Galambosy

MEMORANDUM OF UNDERSTANDING NO. 12 – DISCIPLINARY MATTERS INVOLVING CONFIDENTIAL/PERSONAL INFORMATION

In disciplinary matters involving confidential/personal information the parties agree to proceed as follows to ensure compliance with applicable legislation while allowing the union to investigate the discipline and encourage a local resolution of a possible dispute.

1. All District Chairpersons and Vice-Chairpersons will sign a Non-Disclosure Agreement (NDA).
2. All District Chairpersons and Vice-Chairpersons will ensure that the confidential/personal information obtained is kept in a secure location and disposed of appropriately.
3. Disputes pertaining to whether the information requested is relevant to a disciplinary matter will be escalated to Labour Relations and the Union Bargaining Committee Representative for resolution.
4. The Parties undertake to provide joint training every two (2) years pertaining to the collection, use and disclosure of personal/confidential information and disposal.

As negotiated by the parties on June 13th 2015,

Company:


John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

LETTERS OF INTENT

LETTER OF INTENT 2009 – No. 1 (EXPIRED – NOT RENEWED)

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LETTER OF INTENT 2009 – No. 2 (EXPIRED NOT RENEWED)

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LETTER OF INTENT 2009 – No. 3 (EXPIRED NOT RENEWED)

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LETTER OF INTENT 2011 – No. 1 – (EXPIRED NOT RENEWED)

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LETTER OF INTENT 2011 – No. 2 – (EXPIRED NOT RENEWED)

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LETTER OF INTENT 2011 – No. 3 (EXPIRED NOT RENEWED)

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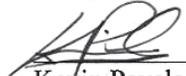
LETTER OF INTENT 2011 – No. 4 – ADMINISTRATION TIME IN CALL CENTRES

In Call Centers, time will be allocated to review information such as, but not limited to, bulletins, policies, procedural changes or Company email.

Employees returning to work after vacation, sick leave, or any extended absence from the work place will be given sufficient time at the commencement of their shift to update themselves on bulletins, policies or procedural changes that may have occurred during their absence.

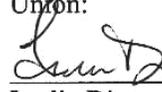
As negotiated by the parties on June 16th 2011,

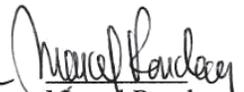
Company:


Kevin Pavelack


Etienne Céré

Union:


Leslie Dias


Marcel Rondeau


Jamie Ross

LETTER OF INTENT 2011 – No. 5 – LANGUAGE TRAINING PROGRAM

Bilingual Requirements:

The parties have agreed that the *Language Training Program* referred to in L6.01.08 will be reviewed during the life of this Collective Agreement on a bi-annual basis at the Union – Management Headquarter meetings (UMHQ).

During these bi-annual meetings, the Company will provide the Union with the number of applicants for the language training program, the number of training classes that occurred and the Company's comprehensive plan to adjust linguistic levels and to increase the number of bilingual agents in all Airports locations.

Furthermore, the Company will make available an eLearning tool to assist with improving the language proficiency of Airport employees. The conclusions of the Company's feasibility evaluation will also be discussed with the Union at one of the above mentioned UMHQs.

Route Language Training:

The Company will make available airline terminology training either in person or through automated means.

As modified by the parties on June 13th 2015,

Company:

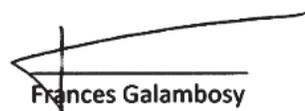

John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

APPENDIX 1

MEMORANDUM OF AGREEMENT

between

AIR CANADA (the “Company”)

and

Unifor Local 2002 (“Unifor”)

(collectively the “Parties”)

WHEREAS the Collective Agreement between the Parties is effective from March 1, 2015 to February 28, 2020 (the “2015-2020 Collective Agreement”);

WHEREAS the Parties engaged in collective bargaining commencing on September 21st, 2018;

AND WHEREAS the Parties wish to provide for the entering into a renewed collective agreement which will be effective for the period of February 29, 2020 to February 28, 2026 (the “2020-2026 Collective Agreement”)

NOW THEREFORE the Parties have agreed as follows:

1. With exception of paragraph 2, which will come into force with the signing of this Memorandum of Agreement, this Memorandum of Agreement will only come into force once it has been ratified by both the Unifor bargaining unit and the Board of Directors of Air Canada.
2. The Unifor Bargaining Committee agrees to unanimously recommend the ratification of this Memorandum by its bargaining unit and the Air Canada Bargaining Committee agrees to unanimously recommend that its Board of Directors unanimously approve this Memorandum (“Ratification”). Unifor shall commence its Ratification by January 24, 2020.
3. **The 2020-2026 Collective Agreement:** The Parties agree that a new collective agreement will be in effect from February 29, 2020 until February 28, 2026, the provisions of which are set out in paragraph 10, below.
4. The Parties agree that the present Memorandum concerns the renewal or revision of the collective agreement and/or the entering into of a new collective agreement, and further agree that any dispute about its interpretation, application or alleged contravention shall be referred to an arbitrator for final and binding determination. For this purpose, the Parties agree to adopt and follow the same procedure to address any dispute under this Memorandum as is set out in the collective agreement then in effect.
5. Nothing in the Memorandum detracts from the Parties’ right to agree to amendments to any existing collective agreement or to the terms set out in this Memorandum.
6. The Parties agree that in no event shall the union engage in a strike or the Company engage in a lockout before the expiration of this Memorandum on February 28, 2026.

7. For clarity, the Parties agree that this Memorandum will terminate upon any of the following events occurring:
 - Prior to the ratification of the 2020-2026 collective agreement, the Parties agreeing in writing that this Memorandum should cease; or
 - February 28, 2026.
8. The Parties further agree that the terms and conditions in this Memorandum shall be incorporated into and form part of the collective agreement to which they apply.
9. For further clarity, the terms of the 2020-2026 Collective Agreement shall be the same as those in the 2015-2020 Collective Agreement, except as amended in accordance with the provisions of Appendix A of this Memorandum (FALS). For those changes described below for which no language appears in Appendix A, the language in below constitutes the Parties' agreement and the Collective Agreement will be modified accordingly effective February 28th, 2020. In the event there is a divergence between the language in Appendix A and the summary below, the language in Appendix A prevails.
10. The amendments to the 2015-2020 Collective Agreement which will form part of the 2020-2026 Collective Agreement are as follows:

TERM

The Collective Agreement is renewed subject to the changes set out below, for the duration of 6 years effective, February 28, 2020, until February 28, 2026, unless otherwise specified.

WAGES

The Parties agree that article 5.04. of the collective agreement is amended as per Appendix B.

PREMIUMS AND OVERTIME

The Parties have adjusted and clarified the overall overtime process to ensure better effectiveness (articles 7.03, 7.04, 7.05). (AP32, AP35, AP50, U46, U47, U48, U49)

Employees will be paid a premium equivalent to four percent (4%) of their hourly rate for every full hour worked between 23:00 and 05:00. (UM09)

Article 6.14.04 is amended to introduce the possibility for employees to request Reduced Overtime (RO) in the equalization process. (U37)

Customer Sales and Service Agents and Customer Relations Representatives that are granted a Lead Agent work function will receive a Lead premium of 15 %. (UM07)

The Company will provide the possibility for employees hired between May 18, 2004 and June 27, 2011 to reach the maximum level of the wage scale.

PENSION, BENEFITS AND ALLOWANCES

Regarding the footwear allowance for employees assigned to Airports (article 19.02.03), the eligibility criteria will be reduced to simply requiring an employee to have been active for a minimum of one (1) day in the previous calendar year, excluding the probationary period. The requirement for the active period to be exclusively in an airport location is removed.

The level of benefits outlined in articles 19.07, 19.09 and 19.10 will not be reduced as the result of a change in service provider. (U148)

For each period of twenty-four (24) consecutive months, the Vision Care Coverage for adults only (article 19.11.02) is increased from three hundred and twenty-five dollars (\$325) to three hundred and fifty dollars (\$350) for each employee and their spouse.(UM50)

Psychologist Coverage (article 19.09.03) will include reimbursement for the cost of services of 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) per person and one thousand five hundred dollars (\$1500) per family per year (UM44)

Hearing Aid coverage (article 19.09.04) is increased from fifteen-hundred dollars (\$ 1500) to two thousand (\$ 2000) dollars per five (5) year period. (UM45)

Reasonable and customary cost of oral contraception and I.U.D. coverage will be reimbursed in accordance with Company policies. (UM49)

Rain gear will be made available in each employee's uniform component allotment under the present conditions (article 19.02.02) (50% cost sharing). (UM37)

The Company increased time bank allotment for full-time employees with fifteen (15) or more years of service in 2020 to forty (40) hours, for full-time employees with fifteen (15) or more years of service in 2022 to forty-eight (48) hours and for full-time employees with fifteen (15) or more years of service in 2024 to fifty-six (56) hours. The time bank allotment for part-time employees is increased accordingly(UM14)

During the three (3) months following ratification of the collective agreement, employees will be given a single opportunity to buyback eligible time periods of approved leaves of absences that they failed to buy back upon their return to work. Employees will be eligible to buyback leave periods within fifteen (15) years prior to the ratification of the collective agreement. (UM57a)

For employees hired on or after the date of ratification, the default employee contribution rate to the DC Component of the Hybrid Plan will be equal to the highest allowable contribution rate throughout their career. However, employees will still have the option to modify their contribution rate on their date of hire or during their career. (UM57a)

The Company will provide coverage for massage therapy up to a maximum of eighty dollars (\$80) per visit and up to a maximum of eight hundred dollars (\$800) per calendar year per family. (UM47a)

The Parties agreed to address a potential increase of the Pension Cap during the 2026 round of collective bargaining. Should the Parties fail to reach an agreement, they agree to refer this issue to an interest arbitrator of their choosing. (UM57b)

Appendix 3 of the 2015-2020 collective agreement is renewed for the term of the 2020- 2026 collective agreement.

Article 19.09.05 is amended to include chiropractors.

SCOPE WORK AND CLASSIFICATION/WORK FUNCTIONS

The Parties have amended Letter of Understanding 24 to reflect that chauffeuring is part of the concierge function. (U10)

Article L22.03.09 is amended to reduce the ineligibility period tied to Lead examination failures to six (6) months. (U125)

Article L24.03.01 is amended to reduce the ineligibility period tied to Concierge selection to six (6) months. (U126)

Article L33.05.03 is amended to reduce the re-interview and re-assessment of Ticketing Coordinator candidates to six (6) months. (U129)

The Parties have introduced the “Contact Centres” business unit comprised of Call Centres, Customer Relations and Customer Journey Management and updated Memorandum of Understanding No 6 accordingly.

The Parties have updated the definition of “Company” to include Air Canada Rouge. (Article 1.04.07).

The Parties have modified the title of “Administrative Clerk” to “Processing Specialist” (art. 4.04). They have adapted their tasks to better reflect their current reality.

SCHEDULING AND STAFFING

At airport locations, the parameters permitting type trials to explore new service delivery methods, products or processes have been expanded. (AP24)

The Parties will implement a process to address the significant operational impact of employees failing to successfully complete training. (AP59)

Letter of Understanding 39 is amended to reiterate that the Company has discretion to reassign employees once their shift has commenced and clarifying the reassignment process prior to shift commencement. (AP07, AP08, U135, U136, U137)

Acknowledging the difficulties in reconciling the legitimate and competing parameters to be considered in the application of L39.02, the Parties agreed to conduct a twenty-six (26) week type trial at Toronto Airport. During this type trial, reassignments of qualified bid agents under L39.02 (point 3) will be done in inverse order of seniority. (AP07, AP08, U135, U136, U137)

Letter of Understanding 14 has been amended to vary the effective date of Reciprocal Transfers and Changes of Status, if mutually agreed upon by the affected employees. (AP41)

The Parties have refined the definition of peak periods (article 1.04.13) to include Easter, Family Day and any other event mutually agreed to. (U05 and AP01)

The Parties have clarified that article 6.05.03 (1-hour 30-minute separation between the end of one part-time shift and the start of another) will not apply to part-time shifts requiring specific route language requirements. (U17 & AP23)

The Parties clarified article L6.03.05 with regards to the integrity of route languages when transfer lists are actioned. (CC24)

The full-time compression ratio chart (article 6.07.02) utilized in the development of Airports operational shifts will no longer encompass Lead Agents and Concierge Agents. (U18 a)

The Parties have amended article 6.09 allowing for a new method of developing work schedules and alternate shift patterns within Customer Journey Management. (U21 & U22)

The Parties have amended article 6.10 to allow for a new method of developing work schedules and alternate shift patterns within Customer Relations. (CR 5 b and U23)

Memorandum of Understanding 11 has been amended to ensure proper communication to the affected local District Chairpersons during the deployment of special assignments covered under Article 8.03. (U143)

The Parties have amended article 6.13.01.03 and made enhancements to the development of certain base Relief work schedules. (U32)

Seniority Relief may be implemented in any Airport location provided the appropriate advice and timelines are respected. (U36)

The Parties have amended article 6.14.04.02 and removed the minimum ten (10) hours threshold for employees owing hours as a result of equalization before they can request to work additional hours. (U38)

The Parties have implemented the mirror bidding process in Airports. (U114)

The Parties have clarified the process under article 6.15 to fill vacant bid lines deemed required by the Company. (U39, U40, AP22)

The Parties have made an addition to article 14.02.01 and established that an employee cannot work on any day within their designated vacation period. (U74)

The Parties have clarified the interpretation of article 8.02.04 regarding the additional staffing in locations where employees regularly accept temporary assignments and article 6.13.04 regarding the utilization of Relief to cover specific requirements. (AP51)

In case of transfer, change of classification or change of status involving a change of base, time off without pay granted prior to reporting for duty at the new base is increased from three (3) working days to five (5) working days. (U68)

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, an employee will be deemed to have transferred on the first day they report for duty at their new location. (U69)

The Parties have made enhancements to the vacation waitlist process (article 14.06.01). (U77 & AP44)

Article 6.13 is amended to reflect that prior to going on vacation, an employee working Relief will revert to their base schedule, unless mutually agreed to locally. (U76)

Regarding bidding process for specialized functions, the Company is prepared to align the start of one (1) year bids to spring/summer work schedules. (U29)

Modifications have been made to the work at home program in Customer Relations. The Parties clarified the rules for Customer Relations Representatives that are assigned to sorting duties. In addition, the eligibility criteria to remain within the work at home program, work and schedule components have been clarified. (CR1, U162 and U167)

Modifications have been made to the Customer Relations local Triage/Sort scheduling agreement. (CR5)

The work schedules development timelines and process (article 6.11) have been adjusted to ensure better effectiveness. (U24, U27, AP10 and AP13).

Article 6.03.01 is amended to provide full-time employees working shifts of ten (10) hours or greater with two (2) paid breaks of twenty (20) minutes each in a full scheduled work day (UM11 and UM12)

The Parties clarified the utilization of Relief Lead for coverage of less than forty-six (46) weeks. (U124)

The Parties clarified the coverage of vacations by Relief agents. (U33)

4x4 shift patterns may be available to Leads within Call Centers upon mutual agreement. (U121)

The Parties have clarified the work schedules of temporary employees under article 12.07 (U72).

The Parties have modified article 6.11.01 to provide that all appropriate tools and location will be provided to the District Chair prior to the commencement of the CRC process (U24a).

MISCELLANEOUS ITEMS

Article 12.05 is amended to render probationary employees eligible for change of status requests within their work location. (U71)

Article 11.07.01 regarding leaves for court appearances is amended to include *subpoenas*. (U64)

The Parties have provided for the development of a hard stand protocol. (U147)

Time off for the training of Women's Advocate will be paid by Air Canada (article 19.13.08). (UM52)

District Chairs will receive a bi-weekly report that will include all 8.02 assignments. (U52)

The practice of allowing District Chairs to review open bid lines will be applied equally to all bases.

The Union will be notified of employee requests under article 10.08. (U57)

Article 9 is amended to ensure probationary periods begin as of the date of permanent employment. Furthermore, 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. (U55, U56 and AP38)

Within ninety (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. (U82)

The Parties have adjusted the way disciplinary suspensions outlined under article 16 are administered to reflect differences in work schedules and make discipline more equitable depending on employee's schedules. (U85)

The Parties have clarified that overtime information under article 7.03 is provided and will continue to be provided to Districts Chairs as part of the daily synopsis outlined in article 18.01.01. (U90)

The Union shall have the 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. (U96).

The Parties have revised the workplace accommodation protocol. (U139, U140 and U142)

The Parties have amended article 14.01.03.01 to allow vacation to be split within their allotments. (U73)

The Parties have negotiated the conditions for continued delivery of Union safety training. (U99)

The Parties have taken steps to ensure all necessary steps/processes to deploy the new Lead program within Customer Relations will be completed within ninety (90) days following ratification. (CR3)

At Company expense, a locked cabinet will be made available to the YWG Airport District Chairperson, and a mobile communication device (tablet or other) will be made available to the YVR Airport District Chairperson as well as the CJM District Chairperson. (U88)

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.

Article 18.04.01.02 is amended to increase Union time off for District Chairs in location with headcount between 101 and 200. Time off is also increased for District Chairs in locations where headcount is more than 1401. (UM32)

The Parties reiterate the conditions previously agreed to regarding Homework assignments during initial Training. (UM40)

The table outlining the minimum required number of bilingual employees with Customer Sales and Service Classification (L6.01.01) has been amended. (C11).

Employees slated to be offered a transfer into Customer Journey Management (CJM) will be provided, upon request, with an orientation prior to a transfer offer being made. (CJM1)

The Parties agreed on dates for Union-Management Headquarters Committee meetings. (U163)

The Parties agreed that the Airports business unit would review and implement ergonomic initiatives on a continuous basis, provided such initiatives are in line with lobby specifications and the Air Canada brand. (U152)

The Parties will jointly engage Morneau Shepell with the aim of developing a negative passenger interaction training component. (U103a)

The Parties will review the existing new hire training design. (U157)

The Parties will discuss at Headquarters level before the Company can exercise its discretion under article 10.08. (U57a)

The Company will update the Union's designate, on a quarterly basis, regarding any changes or initiatives regarding uniforms. (U101a)

The Parties shortened the time period for which employees can apply for transfer and changes of classification (articles 12.01.03 and 12.02.03). (U70)

The Parties clarified the rules regarding lead agents' vacancies. (LOU22)

The Parties agreed to review and implement new hire training once the implementation of PSS will have attained a stable state. (U157)

The Parties will meet at Headquarters Level with the aim of discussing the available technology to implement an emergency contact solution for airport Customer Sales and Service Agents working alone at an airport. (U103)

The Parties reaffirmed their commitment in a Memorandum of Settlement of December 2016 regarding the implementation of article L6.01.08 of the collective agreement. (U145)

The Company will continue to offer training sessions in French and English in the province of Quebec, except in exceptional circumstances such as PSS Training. (U158)

The Parties reiterated their commitment to their respective obligations found in the Memorandum of Agreement of March 14, 2016 respecting LOU 22. (U164)

The Parties agreed to meet following ratification to conduct an independent workplace review for Customer Relations in Calgary, Alberta. (U165)

The Parties agreed that in the event of staff reductions at a location directly due to technological change, to mitigate the resulting surplus, voluntary separation packages will be offered in order of seniority (the most senior employees will be offered VSPs first). VSPs will consist of two (2) weeks per year of service at the employee's rate of pay, up to a maximum of thirty thousand dollars (\$30 000).

Article 19.03.01 is amended to provide for ten (10) days of paid domestic violence leave per calendar year. (UM51)

The company will offer retirement phase-in to employees in call centres and customer relations. Ten (10) positions will be offered in call centres system wide and two (2) positions will be offered in customer relations in Calgary. (MOU2)

The Company will provide the Union with a copy of the special authorization drug list twice per year (19.09.08). (UM48)

The Parties agreed that employees that bid into the Premium Agent function are no longer subject to a one (1) year bid. (U151)

The Parties clarified article 5.02 to provide that any employee hired above the first step will continue to progress on an annual basis.

The Company increased the paid education leave fund (LOU 28) from sixty thousand dollars (\$60 000) to one hundred thousand dollars (\$ 100 000).

The chart found at article 7.04.01 is amended. (AP32, AP35, AP50, U46, U47, U48, U49)

EDITORIAL ITEMS

The Customer Sales and Service Agent title will be amended to better reflect Air Canada's transformation into a global airline. (AP02)

Outdated references to the 2011 implementation of Letter of Understanding 36 have been removed. (AP 60)

Letter of Understanding 32 (Preferential Bidding-Airports) is deleted. (U128)

The Parties have updated article 19.01.01 to include gender identity, gender expression and genetic characteristics as protected grounds. (U100)

Outdated references in the preamble of Letter of Understanding 38 have been removed. (U133)

The Parties have updated the change of address notification process for employees being laid-off. (U58)

The Parties have updated the terminology pertaining to maternity leave. (U61)

The Parties have aligned provisions pertaining to parental and adoption leaves with applicable legislation. (U62 and U63)

The title of Article 18 is modified. (U87)

References to the YWG Call Centre were removed from the bilingual numerical levels chart (L6.01.01). (U116)

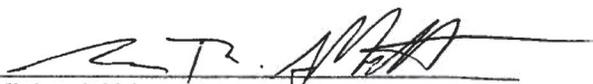
Signed this 14th day of January 2020, at Calgary.

For the Union:

For Air Canada:



Leslie Dias



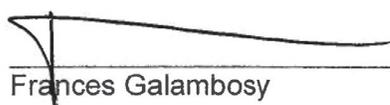
Michael Abbott



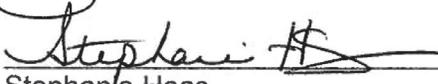
Eulia Leonard



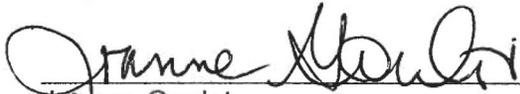
John Beveridge



Frances Galambosy



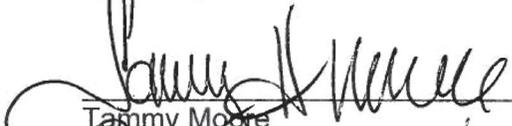
Stephanie Haas



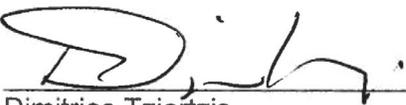
Joanne Goulet



Bryan Sequeira



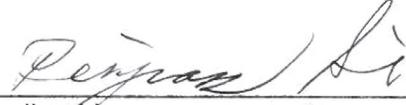
Tammy Moore



Dimitrios Tziortzis



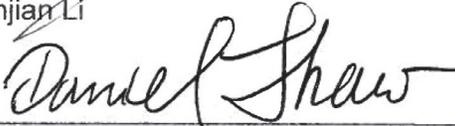
Benoit Lapointe



Renjian Li



Steve Murphy



Daniel Thaw

AIR CANADA – UNIFOR Negotiations

FINAL AGREED TO LANGUAGE

Date: November 26, 2019
Article:
Issue Number: U72
Version: #1

Leslie Dias
Unifor National Representative

Article 12.07 – Temporary employees work schedules – Airports

Dear Leslie,

As discussed during the 2020 round of collective bargaining, the work schedules of temporary employees will consist of 4-2 and/or 5-2 shift patterns (week-end coverage for 5-2 shift pattern).

Sincerely,

John Beveridge
Senior Director, Labour Relations

APPENDIX 2

Appendix 2

APPENDIX 3

Appendix 3

Memorandum of Agreement – Pension Plan Sustainability

The Company and the Union agree to the following changes to help address the solvency funding of the Air Canada pension plans for Unifor represented plan members by replacing the rules to calculate early retirement pension by the following:

- a provision in the Air Canada Pension Plan stating that an unreduced pension is payable for Unifor represented plan members who retire on or after age 55, with 85 points and with the consent of Air Canada.
- a provision in the CAIL CAW Plan stating that an unreduced pension, in respect of Air-Canada-type service, is payable for Unifor represented plan members who retire on or after age 55 with 85 points and with the consent of Air Canada. However, the provision in the CAIL CAW Plan stating that an unreduced pension, in respect of CAIL-type service, is payable for Unifor represented plan members who retire either on or after age 55 with 25 years of service or on or after age 60 with 80 points and with the consent of Air Canada is maintained.
- provisions under both plans, whereby pensionable age shall be age 65; any Unifor represented member who does not meet the above criteria shall have his pension actuarially reduced from pensionable age.

The parties also agree to the following:

- a provision in the Unifor Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for Unifor represented plan members retiring on or after age 55 with 85 points from the Air Canada Pension Plan.
- a provision in the Unifor Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for Unifor represented plan members retiring on or after age 55 with 85 points from the CAIL CAW Plan, in respect of Air Canada-type service.
- a provision in the Unifor Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for Unifor represented plan members retiring either on or after age 55 with 25 years of service or on or after age 60 with 80 points from the CAIL CAW Plan, in respect of CAIL-type service.
- A provision in the Unifor Collective Agreement stating that Unifor represented plan members who are involuntarily terminated will receive consent for an unreduced pension from the date they would have reached the age of 55 with 85 points, without projection of service, or for CAIL-type service, age 55 with 25 years of service or age 60 with 80 points, as currently provided under the pension plan rules. For example, members who:
 - Die while in service before termination or retirement;
 - Terminate or retire on account of total and permanent disability;
 - Resign due to a terminal condition; or
 - Are terminated by the Company except for cause.

The above changes will take effect January 1, 2013.

Unifor will support Air Canada's request for OSFI's approval for the above pension plan changes.

By signing this MOA, the parties have agreed to the above changes. Air Canada shall draft amendments to amend the text of the Air Canada Pension Plan and the Pension Plan for Air Canada Unifor Employees Formerly Employed by Canadian Airlines International Ltd., and draft any other documents required to implement this MOA for Unifor's review and confirmation that such amendments properly reflect the terms of the MOA.

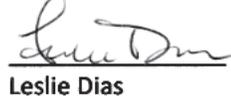
As modified by the parties on June 13th 2015,

Company:


John Beveridge


Andrea Zaffaroni

Union:


Leslie Dias


Cheryl Robinson


Frances Galambosy

APPENDIX 4

Appendix 4

APPENDIX 5

APPENDIX 5**Bid Line Vacancies within a Location Process (Article 6.15.01.01)**

- 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 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 changes

Note 1, 2 and 3 of article 6.15.01.01 remain in full force.

APPENDIX 6

APPENDIX 6**Vacation Waitlist Process (Article 14.06.01)**

- 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.

APPENDIX 7

APPENDIX 7

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.

<i>Permanent Accommodation Request</i>	<i>Temporary Accommodation Request</i>
<p data-bbox="256 338 651 369"><i>Step 1 – Medical Substantiation</i></p> <p data-bbox="256 405 792 569">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 data-bbox="256 604 792 768">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 data-bbox="256 804 792 1066">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 data-bbox="256 1102 792 1497">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 data-bbox="256 1533 792 1892">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 data-bbox="813 338 1208 369"><i>Step 1 – Medical Substantiation</i></p> <p data-bbox="813 405 1347 569">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 data-bbox="813 604 1347 768">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 data-bbox="813 804 1347 1129">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>

<i>Permanent Accommodation Request</i>	<i>Temporary Accommodation Request</i>
<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><i>Step 2 – Exploring Accommodation Options</i></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,</p>	<p><i>Step 2 – Exploring Accommodation Options</i></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>

<i>Permanent Accommodation Request</i>	<i>Temporary Accommodation Request</i>
<p>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><i>Step 3 – Assigning Accommodation Positions</i></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</p>	<p><i>Step 3 – Assigning Accommodation Positions</i></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</p>

<i>Permanent Accommodation Request</i>	<i>Temporary Accommodation Request</i>
<p>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>be eligible for Reduced Overtime (RO) until completion of the program, unless exceptional circumstances exists. Similarly, shift trades <u>and</u> the working of overtime may also be limited to ensure adherence to the work hardening program.</p>
	<p><i>Step 4 – Extension of Accommodations</i></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><i>Step 5 – Return to Full Duties</i></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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AIR CANADA