

# **AGREEMENT**

between

**AIR CANADA**

and

**FLIGHT OPERATIONS CREW SCHEDULING  
PERSONNEL**

as represented by the

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION &  
GENERAL WORKERS UNION OF CANADA  
(CAW - CANADA)**

and its Local 2002

Effective:  
May 23, 2011 to May 22, 2015

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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, nor picketing 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 or written amendments signed/confirmed by responsible Company and accredited Union Officers/Representatives.
- 1.04.02 Bargaining Unit** - means all employees of the Flight Operations Crew Schedulers of Air Canada, excluding the crew manning and allocations analysts, managers and their secretary(ies).
- 1.04.03 Bargaining Unit Seniority** – means the date an employee commences into a permanent position within the scope of the agreement.
- 1.04.04 Classification** - means a classification as defined in Article 4.
- 1.04.05 Company** - means Air Canada as represented through Officers and Management at various levels or their delegated representatives.
- 1.04.06 Company service** – means the date an employee was hired as per Company policy.
- 1.04.07 Employee** - means any person in the employ of the Company within the territorial limits of Canada who is in the bargaining unit covered by this Agreement.
- 1.04.08 Furlough** - means the employee is laid off without recourse to bumping procedures.

- 1.04.09 Language Requirement** - means French/English bilingual requirements.
- 1.04.10 Location** - means an office or place of business within a base where employees covered under this Agreement are employed.
- 1.04.11 Pay Period** - means a period of fourteen (14) consecutive calendar days applied continuously from period to period, without interruption.
- 1.04.12 Seniority** – means the date an employee was hired into the bargaining unit.
- 1.04.13 Shift** - means a scheduled period of time within a day for which an employee is required to be present.
- 1.04.14 Special Project** – A special project means a project comprised of a majority of tasks and responsibilities that are not included in the classifications as outlines in Article 4.
- 1.04.15 Status** - means Full-Time
- 1.04.16 Supervisory Personnel** - means any Company personnel whose duties include the administrative supervision of others, and who are not covered by the Agreement.
- 1.04.17 Team**- A group of employees who follow the same pattern of days on and days off.
- 1.04.18 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.
- 1.04.19 Union** - means National Automobile, Aerospace, Transportation & General Workers Union of Canada (CAW - Canada) and its Local 2002.
- 1.04.20 Work Schedule** - means a projection of all shifts at a location with regard to scheduled days on and days off, including shift starting and terminating times.
- NOTE 1: Gender** - whenever the context permits such extension, the third person masculine gender shall be deemed to include both third person masculine and feminine genders.

<b>ARTICLE 2 UNION RECOGNITION</b>
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- 2.01** The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, as defined in Article 4.
- 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, except in an emergency situation. Management personnel shall be exempt from this provision as it applies to tasks/duties covered under this Agreement to the extent that they are performing such tasks/duties as of March 19, 2005 (date of certification).
- 2.04** Reorganization of the Company: In the event that the Company changes ownership, merges with another Company, changes its Corporate identity in any way, this agreement shall remain in full force and effect, and the certificate in force at the time and issued by the Canada Industrial Relations Board shall not be affected in any way, unless applicable legislation dictates otherwise.
- 2.05** Sub- contracting: The Company will not layoff any employee within the bargaining unit as a direct result of sub- contracting any task or duties covered under this Agreement.

**ARTICLE 3 MANAGEMENT RIGHTS**

- 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, to promote, to demote, 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.

<b>ARTICLE 4 CLASSIFICATIONS</b>
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**4.01.01 Crew Scheduler** - will be responsible for the performance of Flight Operations Crew Scheduling functions as may be assigned by the Company. The Crew Scheduler classification includes the following functions:

**Scheduling Specialist** - responsibilities include but are not limited to the following tasks: Monitoring daily and future flight crew requirements, communicating with flight crews and liaising with other operational offices concerning scheduling activity including processing sick calls, processing pairing revisions and notifying crew members, assisting with hotel/ transportation/ deadhead bookings, maintaining shift synopsis and completing check-list, creating and modifying Jetz pairings, maintaining proficiency and knowledge of all relevant policies, procedures and rules and regulations and other duties related to the foregoing.

**Block Administrator** – responsibilities include but are not limited to the following tasks: Administration of the flight crew blocks, dealing with block legalities, processing overlap pairing revisions and pay adjustments, assisting with hotel/ transportation/ deadhead bookings, maintaining shift synopsis and completing check- list, maintaining proficiency and knowledge of all relevant policies, procedures and rules and regulations, and other duties related to the foregoing. .

This function may also provide ad hoc daily relief of a duty manager as required, but in such circumstances shall not be responsible for discipline. Given the unique responsibilities of this function, selection into this function will be in accordance with Article 12.

**4.01.02 Training Scheduler** – will be responsible for the performance of Flight Operations Crew Scheduling functions as may be assigned by the Company. The training scheduler classification includes the following functions:

**SIM Planner** – responsibilities include but are not limited to the following tasks: Planning pilots for simulator training, ART, medicals, and other special simulator training, liaising with, amongst others, Fleet Efficiency Managers, and Senior Flight instructors compiling instructor and check pilot schedules, assisting with hotel/ transportation/ deadhead bookings, and maintaining proficiency and knowledge of all relevant policies, procedures and rules and regulations, and other duties related to the foregoing.

**Line Check Planner** - responsibilities include but are not limited to the following tasks: Handling of the line check plans, rescheduling of simulators, processing displacements, bookings jump-seats and familiarization flights, processing training pairing revisions and notifying crew members, assisting with hotel/ transportation/ deadhead bookings, processing hotel stipends, creating and

modifying Jetz pairings maintaining shift synopsis and completing checklist, maintaining proficiency and knowledge of all relevant policies, procedures, rules and regulations and other duties related to the foregoing.

**Line Indoctrination Planner** - responsibilities include but are not limited to the following tasks: Formulating line indoctrination schedules for pilots in training and notifying pilots of the plan, processing displacements, assisting with hotel/ transportation / deadhead bookings, maintaining proficiency and knowledge of all relevant policies, procedures, rules and regulations, and other duties related to the foregoing..

**4.01.03** New tasks for any of the classifications above will be discussed with the Union a minimum of forty- eight (48) hours prior to the implementations.

**4.02** Employees may be required to perform work normally performed by those in another classification in order to balance out irregularities in workload. When such is the case for a complete shift the Company shall canvass volunteers from among qualified employees and in order of seniority. Should there not be any volunteer, then the Company will assign the most junior qualified employee.

**4.03** In the event that a new classification is created by the Company and covered by this Agreement, the Company and Union will negotiate the rate of pay which shall be in line with the duties and responsibilities of the new classification, taking into consideration the duties and responsibilities and rate of pay for other classifications. Failing an agreement the Company will establish the rate of pay. If so desired, the Union may file a grievance within thirty (30) days claiming that the rate of pay is inappropriate. In the event the grievance is not resolved, it may be processed to arbitration as per the terms of the Agreement.



## ARTICLE 5 MINIMUM HOURLY RATES OF PAY

- 5.01** Employees shall receive an hourly rate of pay for all time worked based on the length of employment under the scope of this Agreement and in accordance with the wage scales in Article 5.04.
- 5.02** The Company, at its discretion, may pay higher rates than the graduated scale, but not in excess of the maximum.
- 5.03** Scheduled advancement in pay within the salary scales established by this Agreement shall occur on the first day of the pay period following completion of service of each period as specified below. Scheduled advancement shall be retarded for absences without pay of greater than thirty (30) consecutive calendar days, excluding the first forty-one (41) weeks of Maternity or Child Care Leave, and shall be retarded for any period of layoff under Article 10.

### 5.04 RATES OF PAY

- 5.04.01 The following rates of pay will be applicable to Crew Schedulers for the duration of the collective agreement, retroactive from May 23<sup>rd</sup> 2011:

Crew Schedulers		
Step	Progression	Rate
1	52 weeks	\$16.45
2	52 weeks	\$17.52
3	52 weeks	\$18.66
4	52 weeks	\$19.87
5	52 weeks	\$21.16
6	52 weeks	\$22.54
7	52 weeks	\$24.00
8	52 weeks	\$25.56
9	52 weeks	\$27.22
10	52 weeks	\$28.98

- 5.04.02 The following rates of pay will be applicable to Training Schedulers for the duration of the collective agreement, retroactive from May 23<sup>rd</sup> 2011:

Training Schedulers		
Step	Progression	Rate
1	52 weeks	\$12.93
2	52 weeks	\$13.80
3	52 weeks	\$14.72
4	52 weeks	\$15.71
5	52 weeks	\$16.76
6	52 weeks	\$17.88
7	52 weeks	\$19.08
8	52 weeks	\$20.36
9	52 weeks	\$21.72
10	52 weeks	\$23.16

5.04.03 Notwithstanding 5.04.02 above, current employees will be grandfathered in the following scales:

Former Montreal Based Crew Scheduler Grandfathered Hourly Rates Effective May 23rd 2011					
STEP	Progression	2011	2012	2013	2014
1	26 weeks	\$16.78	\$17.11	\$17.46	\$17.98
2	26 weeks	\$17.83	\$18.19	\$18.55	\$19.11
3	26 weeks	\$18.89	\$19.27	\$19.65	\$20.24
4	26 weeks	\$19.96	\$20.36	\$20.77	\$21.39
5	26 weeks	\$21.03	\$21.45	\$21.88	\$22.54
6	26 weeks	\$22.11	\$22.56	\$23.01	\$23.70
7	26 weeks	\$23.15	\$23.62	\$24.09	\$24.81
8	26 weeks	\$24.23	\$24.71	\$25.20	\$25.96
9	26 weeks	\$25.29	\$25.79	\$26.31	\$27.10
10	26 weeks	\$26.37	\$26.89	\$27.43	\$28.26
11	26 weeks	\$27.42	\$27.97	\$28.53	\$29.38
12	52 weeks	\$28.49	\$29.06	\$29.64	\$30.53
13	52 weeks	\$29.56	\$30.15	\$30.75	\$31.68

Former Montreal Based Training Scheduler Grandfathered Hourly Rates Effective May 23rd 2011					
STEP	Progression	2011	2012	2013	2014
1	26 weeks	\$13.19	\$13.45	\$13.72	\$14.13
2	26 weeks	\$14.05	\$14.33	\$14.61	\$15.05
3	26 weeks	\$14.89	\$15.19	\$15.49	\$15.96
4	26 weeks	\$15.73	\$16.04	\$16.36	\$16.85
5	26 weeks	\$16.59	\$16.92	\$17.26	\$17.77
6	26 weeks	\$17.44	\$17.79	\$18.15	\$18.69
7	26 weeks	\$18.28	\$18.64	\$19.02	\$19.59
8	26 weeks	\$19.14	\$19.52	\$19.91	\$20.51
9	26 weeks	\$19.99	\$20.39	\$20.80	\$21.42
10	26 weeks	\$20.83	\$21.24	\$21.67	\$22.32
11	26 weeks	\$21.66	\$22.10	\$22.54	\$23.22
12	52 weeks	\$22.50	\$22.95	\$23.41	\$24.11
13	52 weeks	\$23.37	\$23.84	\$24.31	\$25.04
14	52 weeks	\$23.62	\$24.10	\$24.58	\$25.31

## **ARTICLE 6 WORK SCHEDULES & SHIFT TRADES**

### **6.01 HOURS OF WORK**

- 6.01.01** The standard working week for individuals working a standard working schedule shall be forty (40) hours and the standard working day shall be eight (8) consecutive hours including meal and rest periods.
- 6.01.02** In the case of a compressed work schedule, for example, based on a 6X3 cycle, the average standard working week shall be forty (40) hours, averaged over a period of nine (9) weeks. The standard working day shall be eight and a half (8.5) consecutive hours, including meal and rest periods. Should any other compressed work week be scheduled by the Company, the same principles with respect to averaging and work in excess of eight (8) hours shall be applied.
- 6.01.03** The work day shall be a twenty-four (24) hour calendar period beginning at 0001 hours. Only time worked in excess of the standard day established in article 6.01.01 for employees on regular work schedules, or in article 6.01.02 for employees on compressed work schedules, shall be paid as overtime, subject to the provisions of Article 7. When an employee's scheduled or overtime shift overlaps two calendar days, his work day or overtime day shall be that which contains the majority of hours of his scheduled shift.
- 6.01.04** Under no circumstance, will an employee be scheduled to work more than twenty one (21) consecutive hours.

### **6.02 WORK SCHEDULES**

- 6.02.01** It is the responsibility of the Company to establish work schedules which may vary by function and/or classification. In addition, the Company may schedule staggered starting/terminating times within a function and/or classification. However, when establishing work schedules, the minimum time off between scheduled shifts shall be nine (9) hours. The schedules shall be posted with the starting and terminating times for all shifts.
- 6.02.02** At least once a year or when it becomes necessary to revise or establish Work Schedules or Sub-Schedules, the Company shall meet with the Union at least four (4) weeks prior to the implementation of the new schedule to discuss and explore all alternatives. The Company will provide the Union with information relative to its staff requirements, including bilingual requirements and vacation allotment. The schedule(s) will be published and posted no later than two (2) weeks prior to implementation.

### **6.03 WORK SCHEDULES BIDDING AND ASSIGNING**

- 6.03.01** Employees in the Scheduling Specialist function of the Crew Scheduler classification with four (4) years or more of experience within that function will bid

by seniority for a work schedule within their classification and function. Employees in the Scheduling Specialist function of the Crew Scheduler classification with less than four (4) years of experience within that function will be assigned a team by the Company.

NOTE 1 Notwithstanding the above, the Company will assign up to three (3) employees per team to a maximum of nine (9) employees. Therefore, employees with more than four (4) years of experience within the Scheduling Specialist function of the Crew Scheduler classification may be assigned a team by the Company in cases where the number of employees with less than four (4) years of experience within that function is not divisible by three (3).

NOTE 2 In each round of vacation and midnight bidding, employees assigned a team in accordance with the above, will bid, in order of seniority, after all employees who selected their team have bid

**6.03.02** Any movement between shifts resulting from the process of bidding and/or assigning work schedules, as established in accordance with article 6.02, shall be at no cost to the Company.

**6.03.03** When the employee exercises their right to change teams the Company will make best efforts to grant employees a minimum of two (2) consecutive days off. When the Company assigns an employee to another team they will be granted a minimum of two (2) consecutive days off. When an employee has no choice but to change teams, they will be granted a minimum of two (2) consecutive days off.

**6.03.04** During the team bidding process, a Union officer will be present as an observer. The Company will post the date and times of the team bid seven (7) days in advance. The team bidding process will not start before 9:00 and will be completed within one (1) day. If a Crew Scheduler is unavailable to bid at their assigned time, a message will be left on their voice mail, if available. A follow-up call will be made fifteen (15) minutes later. If the scheduler is still unavailable, they will be bypassed and will be awarded a team at the end of the team bidding process. If the employee calls back prior to the end of the team bidding process, the employee will be permitted to select from the available teams at that time. Employees who will be unavailable for the team bidding process may provide the Company, in advance, with a paper copy of their team bid choices with a copy to their local union.

## **6.04 CHANGES TO SCHEDULES**

**6.04.01** When/if an employee's work schedule and/or shift starting and terminating times are changed, in other circumstances than the one described in article 6.03, the following shall apply:

**6.04.02** When an employee's scheduled day(s) on/day(s) off is altered by the Company, the Company shall advise the employee in writing with a copy to the Union, at least

seven (7) days in advance of the shift the employee would have worked or the shift the employee will now be working, whichever comes first.

- 6.04.03** When an employee's shift starting and terminating times are altered, the Company shall advise the employee in writing with a copy to the Union, at least forty-eight (48) hours in advance of the shift starting time the employee would have worked, or the shift starting time the employee will now be working, whichever comes first. In the event that forty-eight (48) hours notice is not given, the employee shall be required to work the revised shift. Any such time worked within the forty-eight (48) hour period shall be considered overtime under the provisions of Article 7.

## **6.05 MEAL PERIODS**

- 6.05.01** Employees shall be entitled to a thirty (30) minute paid meal period which shall occur within one and one-half (1 1/2) hours on either side of the midpoint of the shift, unless otherwise mutually arranged locally. It is recognized that occasionally unusual circumstances may cause the lunch period to fall outside these limits.
- 6.05.02** In the event an employee is requested by a supervisor or designated individual to waive a meal period, the meal period shall be rescheduled if possible. If this is not possible, the employee will receive overtime pay in lieu thereof, or with the concurrence of the Company, terminate the shift early by the amount of time equal to the scheduled meal period.

## **6.06 REST PERIODS**

- 6.06.01** Employees shall be entitled to two (2) paid rest periods of fifteen (15) minutes each in each full scheduled day. Rest periods shall be scheduled in each half of the work day. No rest periods shall be scheduled in conjunction with the start or termination of a shift and they shall be scheduled in such a manner so as to provide the benefits for which they are intended.
- 6.06.02** In the event an employee is requested by a supervisor or designated individual to waive a rest period, the rest period shall be rescheduled if possible. If this is not possible, the employee will receive overtime pay in lieu thereof, or with the concurrence of the Company, terminate the shift early by the amount of time equal to the schedule rest period(s).
- 6.06.03** Employees who are scheduled to work more than two (2) hours but less than four (4) hours overtime will be granted a rest period of fifteen (15) minutes on Company time during that period. Employees who are scheduled to work more than four (4) hours but less than eight (8) hours overtime will be granted a paid rest period of thirty (30) minutes during that period. Employees who are scheduled to work eight (8) hours overtime will be granted rest periods as defined in article 6.06.01 and one paid meal period of thirty (30) minutes.
- 6.06.04** 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 either be relieved from reporting for duty until nine (9) hours have elapsed without any time

debit or alternatively if the Company requires the employee to report for duty for the next scheduled shift the difference between the actual time he was free from duty and the nine (9) hours he should have been free from duty shall be paid at double time. The employee shall also have the option of waiving the nine hour rule outlined in this article at his/her discretion.

**6.06.05** If the employee does not have nine (9) hours free from duty between leaving work on an overtime shift and prior to the start of a regular scheduled shift, then the difference between the actual time he was free from duty and the nine (9) hours he should have been free from work shall be paid at double time. If an employee does not have nine (9) hours free from duty between leaving work on a regular scheduled shift and prior to the start of an overtime shift, or vice versa, then the Company reserves the right to alter the start times of the employee's start or finish time of the overtime shift to allow for nine (9) hours free from duty. The employee may, at his discretion, waive the nine (9) hour provision, without any further compensation. If an employee is forced overtime and does not have nine (9) hours free from duty between leaving work on the forced overtime shift and prior to the start of a regular scheduled shift, then the difference between the actual time he was free from duty and the nine (9) hours he should have been free from work shall be paid at double time.

**6.06.06** Articles 6.06.04 and 6.06.05 shall not apply where employees have agreed to trade shifts.

## **6.07 SHIFT TRADES**

**6.07.01** The Parties recognize the ability of employees to trade shifts with other employees in accordance with the following.

**6.07.02** The Parties recognize that an employee's ability to trade shifts with other employees is not intended to allow employees to be absent from the workplace for extended periods of time nor to take alternate employment.

**6.07.03** Employees may trade a shift with another qualified employee within their classification, subject to management approval. Such approval will not be unreasonably withheld. Shift trades will be approved by the 20<sup>th</sup> of each month for the next calendar month. Once approved, shift trades will modify the employees' work schedules and will not be cancelled by the Company with the exception of cases covered in 6.07.04 or cases where the Company can demonstrate its inability to cover midnight shifts they will apply the move-up procedure.

**6.07.04** Employees may not be involved in shift trades during vacation, any leaves of absence, or disciplinary suspension.

**6.07.05** Sick leave provisions as per 11.08.01 will apply to the employee who agreed to work the shift. All time not worked, in excess of one (1) full shift during a work day will be deducted from the employee who agreed to work the shift.

- 6.07.06** All pay credits for the scheduled shift will be credited to the employee who was scheduled to work the shift as though he had worked the shift.
- 6.07.07** All overtime and statutory credits will be paid to the employee who works the shift.
- 6.07.08** Employees involved in a shift trade will be responsible for the shift(s) they acquire. In the event of legitimate unforeseen circumstances where the employee is unable to work the shift they acquired, the employee will be responsible for arranging coverage of all acquired shifts, except for those within the first forty-eight (48) hours of notification to the Company.

NOTE 1: Notwithstanding the above, employees on bereavement leave will be exempt from their responsibility to arrange coverage of their acquired shifts.

**6.09 EQUIPMENT DESK ROTATION SCHEDULE**

- 6.09.01** The Company and the Union will be responsible for building an equitable schedule whereby employees working in the Scheduling Specialist function of the Crew Scheduler classification will rotate through the various equipment desks within the office for a number of cycles as determined by the Company.
- 6.09.02** The established rotation schedule may be modified by the Company, as needed, for training or based on operational requirements with consideration given to maintaining the equitable desk rotation.

<b>ARTICLE 7 OVERTIME</b>
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**7.01 OVERTIME:** No overtime shall be worked except as authorized by the Company.

**7.02** All time worked in excess of the standard hours of work established in Articles 6.01.01, for employees on a standard working schedule, or 6.01.02 for employees on a compressed work schedule, will be considered overtime and will be paid at time and one half (1.5x).

**7.03** Notwithstanding Article 7.02, when an employee works overtime which commences more than two (2) hours prior to the start of his scheduled shift, he shall be paid with a minimum of four (4) hours at time and one half (1.5x).

**7.04** In the event the employee is requested to work overtime on a scheduled day on, but not in conjunction with his regular shift, or on a scheduled day off, the employee shall be paid with a minimum of four (4) hours at time and one half (1.5x).

**7.05** If the Company makes an error in awarding overtime causing an employee who was eligible for the overtime to be bypassed, the bypassed employee will be scheduled to work an equivalent amount of overtime at a mutually agreeable time, provided another employee is not by-passed for overtime as a result of this process.

**7.06** In the event the employee is requested to work overtime on a scheduled day off, the employee shall be paid with the greater of three (3) hours at regular pay or the hours worked at time and one half (1.5x).

**7.07 OVERTIME AWARD**

**7.07.01** Overtime shall be awarded first by function within the classification, then by classification, subject to the employee having the necessary qualifications as determined by the Company, in order of seniority by time worked (time to be reset to zero each year).

**7.07.02** The Company shall canvas employees for volunteers if overtime is required. If insufficient volunteers are available, the Company may require employees to work overtime if, in the opinion of the Company, the need exists. Any such forced overtime shall be by function within the classification and then by classification in reverse order of seniority from amongst employees already working and will be limited to a maximum of four (4) hours. In that event, the most junior employee contacted in reverse order of seniority in that function or classification, who was scheduled to work the shift following the overtime shift shall cover the remaining four (4) hours of the overtime shift if required by the Company.

Notwithstanding the above, if the most junior eligible employee has already been forced once during any given cycle, then the next junior employee will be assigned the overtime, and this process will be repeated for any further forced overtime requirements within the same cycle.



- 7.07.02.01** An employee required by the Company to work four (4) hours of overtime under the provision of 7.07.02 will be provided with a meal allowance of \$10.00
- 7.07.03** Notwithstanding Articles 7.07.01 and 7.07.02, overtime which arises during an employee's shift which is specific to an employee's work assignment shall be covered by that employee, if required by the Company.
- 7.07.04** An overtime journal will be made available to employees in order to record their overtime preferences. Such preferences may also be communicated to management via email and will be acknowledged by the Company in a timely manner.
- 7.07.05** If the Company cancels a pre-planned overtime shift which had been accepted by an employee and scheduled in conjunction with the employee's regular shift, four (4) hours will be paid to the employee at time and one half (1.5x). If the Company cancels a pre-planned overtime shift which had been accepted by an employee and scheduled on the employee's regular day off, the Company will pay the full value of the shift at time and one half (1.5x)
- 7.07.06** Notwithstanding Article 7.07.05, the Company will not provide compensation for cancellation of overtime in the following circumstances:
- a) The cancelled pre-planned overtime was to address staffing shortages due to Union business;
  - b) The cancelled pre-planned overtime was due to a team meeting;
  - c) The cancelled pre-planned overtime was due to a training event.

## **7.08 TIME BANK**

- 7.08.01** Employees shall have the ability to use a time bank for the purpose of accumulating up to eighty (80) hours of credit from statutory holidays and overtime hours.
- 7.08.02** When electing to use the time bank, the employee shall advise the Company, in writing and copying the Union, of their intent.
- 7.08.03** Once an employee elects to use the time bank, the election shall continue until such time the employee subsequently advises the Company, in writing and copying the Union, that they wish to opt out of the time bank. When such notification is given to the Company the use of the time bank shall become effective with the commencement of the second pay period following such notification.
- 7.08.04** Accrued time credits can be withdrawn in the form of time off in accordance with the preference of the employee and subject to operational requirements. Accrued time credits can also be withdrawn in the form of pay at some later date.
- 7.08.05** All notification from the Company pertaining to the employees' time banks will be copied to the Union.

**7.09 TIME OFF**

- 7.09.01** 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.
- 7.09.02** When an employee wishes to take time off for a full shift, they must make their request in writing, with a copy to the district chair according to the time limits mutually established. Verbal confirmation 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.
- 7.09.03** Approval will be granted in the following order: first priority will be granted to an employee on the team requesting time off to complete their vacation cycle. After those requests have been granted, requests for full day time off will be granted in order of seniority at least 24 hours prior.
- 7.09.04** When the Company wishes to grant time off for less than one (1) full shift, volunteers will be solicited in order of seniority from amongst the employees on shift.

<b>ARTICLE 8 SPECIAL AND TEMPORARY PROJECTS</b>
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**8.01 SPECIAL PROJECTS**

- 8.01.01** Notification of special projects shall be posted for at least seven (7) days at the location. The posting will include a detailed job description, the anticipated start and end date of the special project as well as the rate of pay associated with the project. Furthermore, the posting will mention whether or not the schedule and hours of work for the special project are flexible.
- 8.01.02** Selection for participation in special projects will be at the sole discretion of the Company. Selection will be based on employee skills, employee performance and the requirements of the job. Where two or more candidates are equally suited for the position, the most senior candidate will be selected.
- 8.01.03** An employee who accepts a special project in a position not covered by this Agreement shall be paid in accordance with wages offered for that project. The maximum duration for any such project shall be limited to twelve (12) months. Requests by the Company for an extension due to extenuating circumstances may be granted subject to mutual agreement between the Company and the Union at the local level. Agreement will not be unreasonably withheld by the Union.
- 8.01.04** An employee who accepts a special project which requires travel outside of his location will be reimbursed reasonable out-of-pocket expenses and travel time in accordance with Company regulations.
- 8.01.05** At Company discretion, an employee on special project may be paid at a rate greater than the graduated scale. However, upon completion of the special project, the employee shall be returned to his original classification and function and returned to the appropriate step of the graduated scale.
- 8.01.06** The Company will provide the name of the employee selected for the special project to the Union, at the district level, upon selection of the successful candidates but no later than ten (10) days prior to the commencement of the special project.
- 8.01.07** The selection of employees to special projects shall have no impact on their annual vacation bid.

**8.02 OUTSIDE SCOPE**

- 8.02.01** An employee who accepts an outside scope 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 an outside scope assignment to work in a position not covered by this Agreement shall be limited to a total of seventy-five (75) working days within any calendar year. During any such assignment, 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 8.02.04 and will be taken consecutive with the working days of the assignment.

**8.02.03** The Company will not oblige any employee to accept an outside scope assignment.

**8.02.04** The Company will confirm to the employees, in writing, with a copy to the Union District Chair, of any outside scope assignment for which they have been selected.

**8.02.05** Employees who accept an outside scope assignment shall not be permitted to be directly involved in the discipline of any other employee within this bargaining unit.

**ARTICLE 9 PROBATION**

- 9.01** A person being hired into a classification covered by this Agreement will be required to serve a probationary period which will be completed one hundred and eighty (180) calendar days following the employee's date of hire.
- 9.02** 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.
- 9.03** An employee changing classification and/or function will also be required to serve a probationary period in accordance with Article 9.01. However, such an employee shall only be returned to his/her previous classification and/or function should he/she not be deemed qualified at the end of the probationary period.
- 9.04** Upon the Union's request and the employee's consent, the Company will provide the Union with any existing progress report(s).

<b>ARTICLE 10 SENIORITY, STAFF REDUCTIONS, RECALL FROM LAYOFF</b>
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- 10.01**      **PURPOSE** - Seniority shall be established on a system basis within Canada and shall date from an employee's permanent entry into any classification covered by this Agreement, subject to the provisions of Article 9.01.
- 10.02**      In cases where employees are hired on the same day, the sequence of seniority shall be determined by the application of the following in the order stated:
- 10.02.01**    The most Company service.
- 10.02.02**    In cases where the above factor will not determine the position on the seniority list, the last three digits of the employee number, backwards, with the lowest number identifying the more senior employee (000 being the lowest number possible).
- 10.02.03**    In cases where the above factor will not determine the position on the seniority list, the position will be jointly determined by the Company and the Unit Chairperson of the Union at a drawing lot.
- 10.03**      Date of hire, as it relates to Article 10.02, means the first day that the employee commences continuous permanent employment. 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**    No 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 4.01.
- 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 (two (2) copies) for any correction during the posting period.
- 10.04.04**    One copy of this request for correction must be forwarded to the Flight Operations Duty-Manager and one copy to the District Chairperson of the Union 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) calendar days following March 30. The corrected list shall be posted no later than May 31 as an amendment 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 the provisions of Article 10.04.09.

**10.04.07** As soon as possible, the Company will issue an addendum to the seniority list showing all those employees who were hired subsequent to the original posting.

**10.04.08** 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.

**10.04.09** 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.

**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 or furlough without pay.

**10.05.04** Suspension without pay.

**10.05.05** Strike or lockout.

**10.05.06** Special projects.

**10.06 RETENTION AND NON-ACCRUAL OF SENIORITY:**

**10.06.01** An employee who accepts a permanent position within the Company which is not covered by the Agreement shall retain but not accrue seniority for a period of six (6) months.

**10.06.02** An employee who is on an authorized leave of absence as per Article 11 shall retain but not accrue seniority.

**10.07 AN EMPLOYEE SHALL LOSE SENIORITY AND HIS 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 thirty-six (36) consecutive months.
- 10.07.05** When absent without notice to the employer for three (3) consecutive calendar days (resignation without notice), unless satisfactory justification is provided to the Company.
- 10.07.06** When retired with or without pension.
- 10.07.07** When more than twelve (12) months has passed since the employee received any insurance benefits or in the case where the decision of refusing benefits to the employee was appealed by the employee, at the moment the appeal decision is rendered if it upholds the initial decision to refuse the benefits.
- 10.07.08** When appointed to a permanent position within the Company which is not covered by the Agreement for a period of more than six (6) months.
- 10.08** Company personnel outside the bargaining unit retaining seniority and who, within the first six (6) months express their desire, in writing, to return to their previous classification will be returned at the sole discretion of the Company. Notwithstanding the foregoing an employee who is employed in the Flight Operations Crew Scheduling department and wishes to return to the bargaining unit within the first six (6) months may do so provided there is a vacancy in the bargaining unit.
- 10.09 STAFF REDUCTIONS**
- 10.09.01** Staff reductions will be made within each classification by function in reverse order of seniority.
- 10.09.02** In the event a surplus is declared, employee(s) will be given, by hand or registered mail, written correspondence outlining the following options:
  - 10.09.02.01** Elect to fill any vacancy in the same or different classification; or
  - 10.09.02.02** Elect to displace the most junior employee in the same or different classification; or
  - 10.09.02.03** Accept lay-off status, with right of recall; or
  - 10.09.02.04** Elect termination of service with the Company with no right of recall.
- 10.09.03** Failure by the employee to respond within seven (7) days following reception of the written notice as per 10.09.02, will result in the employee being considered to have accepted layoff.



**10.09.04** Failure by the employee to report for duty on the date specified by the Company after having accepted another position under Article 10.09.02.01 or 10.09.02.02 will result in the employee being deemed to have resigned without notice.

**10.10 RECALL FROM LAYOFF**

**10.10.01** Recall will be in order of seniority as per Articles 12.02.01 and 12.02.02.

**10.10.02** Employees, when laid off, must file their address with the Company and notify immediately of any subsequent change of address.

**10.10.03** Failure by the employee to respond within seven (7) days after the registered mail or courier postmark date of the recall notice will result in the employee being considered to have resigned without notice.

**10.10.04** An employee who declines a recall to the other classification remains on layoff. Following a decline, the Company shall not be required to offer him a recall to the other classification.

**10.10.05** An employee who refuses recall to his classification at his base or, after having accepted a position under Article 10.10 and failing to report for duty on the date specified by the Company 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.

<b>ARTICLE 11 LEAVE OF ABSENCE</b>
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**11.01 LEAVE OF ABSENCE - GENERAL**

- 11.01.01** An employee returning from a leave of absence shall return to the classification held immediately prior to the commencement of the leave subject to Article 10.
- 11.01.02** Unless otherwise specified, Company service and seniority shall continue to accrue.
- 11.01.03** An employee who engages in other employment on leave of absence shall be terminated unless the employee has received specific permission from the Company in writing. Requests for permission to engage in other employment while on leave of absence shall be made in writing to the Company.

**11.02 LEAVE OF ABSENCE - PERSONAL**

- 11.02.01** When the requirements of the Company permit, an employee, upon written request, may be granted a voluntary leave of absence without pay.
- 11.02.02** A personal leave of absence will fall into one of the following categories:
- Short-term** - from thirty (30) to ninety (90) calendar days.
- Long-term** - over ninety (90) calendar days.
- 11.02.03** Employees will make their requests, in writing, to their immediate supervisor at least fourteen (14) calendar days in advance of the commencement date of the requested leave.
- 11.02.04** Requests will be approved in order of receipt among those on hand at the time of granting. Approval shall be in writing stating the date the leave is to commence and terminate.
- 11.02.05** An employee's Company Service shall be retained but shall not accrue during any absence over thirty (30) calendar days and his service date shall be adjusted at the expiration of his leave.
- 11.02.06** An employee shall retain and accrue seniority while on a short-term leave of absence. An employee shall retain but not accrue seniority while on a long-term leave of absence.
- 11.02.07** Copies of all correspondence relating to Article 11.02 will be forwarded to the District Chair of the Union.
- 11.02.08** Leaves of absence may be cancelled upon thirty (30) days notice.
- 11.02.09** If the employee wishes to return to work prior to the approved termination of the leave, the employee shall make the request to his immediate supervisor. The

request shall be in writing at least fourteen (14) calendar days in advance of the requested termination date; in extenuating circumstances, the fourteen (14) day requirement may be waived. The Company 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.

### **11.03 LEAVE OF ABSENCE - MATERNITY**

**11.03.01** Maternity Leave of Absence Without Pay shall be granted to employees who have completed six (6) months of continuous service.

**11.03.02** The employee must request her leave of absence in writing, accompanied by a medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty at least 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.

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

**11.03.04** If the date of termination of pregnancy is later than the date specified in the medical certificate, provided under Article 11.03.02, the number of days difference between the estimated date of termination of pregnancy and the actual date of termination of pregnancy shall be considered as Maternity Leave but shall not be considered as part of the aggregate of one hundred and thirty-two (132) calendar days upon direction from the employee's doctor supported by a medical certificate.

**11.03.05** 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 11.03.02. 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.

**11.03.06** Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.

### **11.04 CHILD CARE LEAVE**

**11.04.01** A leave of absence without pay for the purpose of child care shall be granted to employees who have completed six (6) months of continuous service in accordance with the following:

**11.04.02** A leave of absence granted in accordance with Article 11.04 shall not exceed two hundred and fifty-nine (259) calendar days. If two (2) employees are involved, the aggregate amount of such leave that may be taken by the two (2) employees in respect to the care of any one (1) child shall not exceed a total of two hundred and fifty-nine (259) calendar days

**11.04.02.01** Notwithstanding the provisions of Article 11.04.02, in the case of adoption the maximum period of leave shall be two hundred and fifty-nine (259) calendar days or such greater amount as required in order to comply with the legal requirements of the province in which the employee(s) reside or the province in which the child is adopted.

**11.04.03** Commencement of Child Care Leave shall be in accordance with the following and as the employee elects:

**11.04.03.01 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 11.03 or any extension thereof under the provisions of Article 11.03.05, or
- b) the day the child is born, or
- c) the day the child comes into the employee's care and custody.

**11.04.03.02 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 11.03 or any extension thereof under the provisions of Article 11.03.05, or
- b) the day the child is born, or
- c) the day the child comes into the employee's care and custody.

**11.04.04** In the application of Article 11.04.03, 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.

**11.04.05** 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.

## **11.05 REINSTATEMENT FOLLOWING MATERNITY/CHILD CARE LEAVE**

- 11.05.01** On the expiration of a maternity leave, extension to maternity leave and/or child care leave an employee shall be reinstated in the function he held when the leave from employment commenced. If during the period of any such leave there is a staff reduction in the employee's classification, he shall exercise his rights in accordance with Article 10 during the leave.

## **11.06 LEAVE OF ABSENCE - COURT APPEARANCES**

- 11.06.01** An employee shall be granted time off with pay due to Jury Duty, Coroner's Inquest, Court Witness - Civil or Criminal except when the employee is called as a witness by the party opposed to the Company in litigation related to labour matters or when the employee is personally involved as the opposing party in litigation with the Company, in which case the employee shall be granted time off without pay.
- 11.06.02** Should an employee be subpoenaed to appear as a court witness in relation to an accident which has occurred on Company property or which relates to Company property and attendance in court coincides with the employee's regular scheduled day(s) off, normal overtime premiums shall be applied up to a maximum of eight (8) hours per day to compensate for the loss of the scheduled day(s) off in the cases where the employee's working hours cannot be changed.
- 11.06.03** On receipt of payment from a court for such duties, the employee must provide the Company with a statement from the court, indicating payment received for each day or part day served (excluding monies allowed by the court specifically for meals, travel or other such expenses).
- 11.06.04** The employee's subsequent pay cheque will be reduced by an amount equal to that received from the court (excluding monies allowed by the court specifically for meals, travel and other such expenses).
- 11.06.05** Any out of pocket expenses are the responsibility of the individual required to serve.

## **11.07 LEAVE OF ABSENCE - BEREAVEMENT**

- 11.07.01** When a death occurs in the immediate family of an employee, the employee shall be granted Bereavement Leave up to seven (7) calendar days, at the employee's option, of which not more than three (3) will be with pay. Such leave will normally commence with the first day following the death or advice of death.
- 11.07.02** Immediate family is defined as: spouse (including common-law spouse and same sex partners); children of employee and children of employee's spouse or common-law spouse (including adopted children), parents of employee and parents of spouse or common-law spouse, grand-parents of employee and grandparents of spouse or common-law spouse, grand-children of employee and grand-children of spouse or common-law spouse, brothers and sisters of employee and brothers and sisters

spouse or common-law spouse, including other relatives residing with the employee.

## **11.08 SICK AND FAMILY CARE LEAVE**

- 11.08.01** Employees will accrue paid sick leave at the rate of one (1) working day per month, to a maximum of six (6) working days per calendar year, which is equivalent to a maximum of fifty- one (51) hours per year for employees on a compressed work week. Such 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 family care. Any unused sick leave credits on December 31<sup>st</sup> of each year shall be transferred to the employee's sick leave bank, as provided for in article 11.08.02.
- 11.08.02** Accrued sick leave credits 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 six (6) days per calendar year. Where the employee bridges from sick leave to Group Disability Income Insurance (GDIP), paid sick leave will cover the balance of the fourteen (14) day waiting period for disability benefits subject to sick leave credits being in the employee's bank. Partial days will be deducted from the bank on an hour for hour basis. Sick days in excess of the foregoing will be unpaid.
- 11.08.06** Sick leave or Family Care leave are to be taken for the purposes intended. Employees who misuse sick leave/family care leave shall be subject to disciplinary action. Employees will be allowed Family Care for the care of their sick or injured spouse, parents (s) or dependent child.
- 11.08.07** The Company will reimburse fees for physician's notes in accordance with the following
- 11.08.08** The physician's note must be expressly requested by a management representative, either verbally or in writing.
- 11.08.09** 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.
- 11.08.10** In addition to the physician's note, an official receipt from the physician or medical facility must be provided to the Company.
- 11.08.11** 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: The above is exclusive of any requests or processes already in application by Occupational Health and Safety (OHS).

**11.09 LEAVE OF ABSENCE - UNION BUSINESS**

- 11.09.01** 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 the 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.

<b>ARTICLE 12 VACANCIES</b>
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- 12.01** The Company shall have the sole discretion to determine if and when any vacancy is to be filled.
- 12.02** **PERMANENT VACANCIES, EXCEPT FOR BLOCK ADMINISTRATOR, WILL BE FILLED IN ACCORDANCE WITH THE FOLLOWING:**
- 12.02.01** The most senior employee who originally was in that classification but bumped to the other classification in order to retain his employment in accordance with Article 10.
- 12.02.02** The most senior employee who is on laid-off status anywhere in the system.
- 12.03** **ANY REMAINING PERMANENT VACANCIES SHALL BE FILLED IN THE FOLLOWING MANNER:**
- 12.03.01** The Company will post a notice of vacancy at least fourteen (14) days in advance indicating the classification, function and a detailed job description pertaining to the position to be filled.
- 12.03.02** The vacant position will be awarded to the most senior applicant from within all classifications.
- 12.04** **PERMANENT VACANCIES FOR BLOCK ADMINISTRATOR WILL BE FILLED IN ACCORDANCE WITH THE FOLLOWING:**
- 12.04.01** These permanent vacancies will be posted in accordance with Article 12.03.01;
- 12.04.02** All applicants will be tested and granted an interview to determine their suitability for the position. The Local District Chairperson or a designate will form part of the selection panel to provide input on the process. When multiple applicants are deemed suitable for the position based on the test and the interview, the most senior suitable employee will be selected. Where there is no suitable employee, then the Company shall select a person from outside the bargaining unit.
- 12.05** **TEMPORARY VACANCIES**
- 12.05.01** The Company may declare a temporary vacancy for a period of up to twelve (12) months. This period may be extended by mutual agreement between the Company and the Union at the District Level. Agreement will not be unreasonably withheld by the Union.
- 12.05.02** A temporary vacancy may be declared for the following reasons:
- 12.05.02.01** to replace employees absent on authorized leaves of absence under Article 11;



- 12.05.02.02** to replace employees released for Union business;
  - 12.05.02.03** to replace employees released for training
  - 12.05.02.04** to replace employees on a special project
  - 12.05.02.05** to replace employees on long term disability
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- 12.05.03** When declaring temporary vacancies within the Crew Scheduler classification,, the position(s) will be filled by employees from within the bargaining unit in seniority order. In the event no employee within the bargaining unit applies, the Company will post for external applicants.
  - 12.05.04** The Company will advise the Union at the District Level, in writing and in advance, of the reason and duration of the temporary vacancy and the name of the person filling the temporary vacancy.
  - 12.05.05** Staff reductions will not occur in a classification while a temporary vacancy is being filled in that classification.
  - 12.05.06** Applicants hired from outside of the bargaining unit to fill a temporary vacancy for more than fifty per cent (50%) of any given month will be required to pay Union dues. However, they shall not accrue any seniority under the terms of this Agreement. They will receive rates of pay in accordance with Article 5 but will not receive wages higher than the lowest paid employee within that classification. Hours of work will conform with Article 6.

## ARTICLE 13 STATUTORY HOLIDAYS

**13.01** The following paid statutory holidays or equivalent time off shall be recognized by the Company:

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

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

**13.02** Prior to December 01st of each year, the Company shall advise the calendar dates for the statutory holidays listed in Article 13.01.

**13.03** Employees will be advised by posted bulletin listing each employee affected, at least twenty-one (21) calendar 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 13.01. Failing such notice, the employees will be entitled to work as scheduled.

**13.04** An employee who does not work on a statutory holiday is not entitled to be paid for the statutory holiday if, during the thirty (30) days immediately preceding the statutory holiday, the employee is not entitled to wages for at least fifteen (15) days.

**13.05** Notwithstanding Article 13.01, an employee is not entitled to pay for a statutory holiday that occurs in his first thirty (30) days of employment with the Company.

**13.06** An employee who is scheduled to work and does not work on a statutory holiday shall not receive pay for that holiday.

**13.07** An employee originally scheduled to work, and who works on a statutory holiday is paid for the number of hours worked at time and one half (1.5x);

**13.08** An employee not originally scheduled to work, and who does not work is paid for the day at regular pay, provided the employee is entitled to such pay in accordance with Article 13.04;

**13.09** An employee not originally scheduled to work, but who does work is paid for the number of hours worked at time and a half plus a regular day pay.

**13.10** Notwithstanding the above, employees on leaves of absence, laid-off status, Workers' Compensation, or short-term or long-term disability, will not be entitled to a statutory holiday that occurs during such period.

## ARTICLE 14 VACATIONS

**14.01 GENERAL** - Vacation will be taken in consecutive days. Vacation leave is not cumulative and will be taken in the current year.

**14.02 ENTITLEMENT**

**14.02.01** Employees shall be entitled to vacation leave with pay. Such vacation time will be in accordance with the following:

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

More than one (1) year of continuous service by December 31<sup>st</sup> of each year based on years of service in accordance with the following for employees working on a 5X2 and 6X3 schedule:

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

**14.02.03** For each holiday listed in Article 13 which falls within an employee's vacation, the employee will receive a pay of eight (8) hours for such day.

**14.02.04 Partial Year Entitlement** - the applicable vacation period entitlement shall be prorated for a part year of employment or year interrupted by an absence without pay or layoff of thirty (30) or more consecutive calendar days in accordance with the formula below:

*(Full calendar months worked in part year) X (1/12) and rounded up for values over 0.5*

**14.02.05** If, for any reason, an employee works less than one full calendar month in a year ending on December 31st, he shall receive no vacation entitlement for that year.

**14.02.06** 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 11.03 and 11.04. Any extension to Maternity Leave shall be subject to a prorated vacation entitlement in accordance with Article 14.02.04.

**14.02.07** 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 Article 14.02.04.

### **14.03 SELECTION**

**14.03.01** The vacation selection will be in accordance with the current practice, as described below.

**14.03.02** Vacation dates will be allocated in order of seniority within each team. For employees not part of a team, the vacation dates will be allocated in order of seniority within each classification and/or function, at the exclusion of employees of the same function and/or classification that are part of a team. In the event an employee changes team, classification and/or function, he may be required to reschedule his vacation according to the operational requirements of his new classification and/or function.

**14.03.03** Prior to November 01st of each year, the Company will post a bulletin listing employees in order of seniority and showing each employee's total vacation entitlement.

**14.03.04** On the bulletin, the Company shall indicate the amount of employees allowed to be on vacation at any given time throughout the following year, by team, classification and/or function, as the case may be.

### **14.04 VACATION AWARD PROCESS**

**14.04.01** The Company may combine two or more functions within a classification for the purpose of awarding vacation.

**14.04.02** Subject to the requirements of the service and the approval of the Company, an employee may elect to split his vacation in multiples of five (5) working days (multiples of six (6) working days for employees working a 6/3 schedule). When vacations are split, the employee will be allocated his second and subsequent preferences in order of seniority within his classification and/or function only after all other employees have been allocated their choice in each round of preference (i.e. 1st choice, 2nd, etc.).

**14.04.03** "First choice vacation" is vacation awarded to the employee on the first round of preference. Once an employee's first choice vacation has been exhausted, no other periods may be designated as first choice vacation. The same principle applies for second and subsequent choices where applicable.

**14.04.04** Employees will select vacation dates and splits by noting their preference on the posted bulletin no later than November 20th. Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, with a copy to the Union, as to their selection of vacation dates and splits.

- 14.04.05** Employees who fail to designate their selection of vacation dates and splits in due time will be required to select their preference of vacation period from those which have not been allocated.
- 14.04.06** No later than November 30th, the Company will post a bulletin showing the allocation of vacation dates and splits for each employee.
- 14.04.07** When an employee's scheduled vacation falls while the employee is 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 reschedule his vacation, 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, although this may carry over into the next calendar year, or at an unallocated time. In the case of maternity leave or child care leave, the employee may reschedule the vacation, or any part thereof which is displaced, prior to the commencement of such leave(s) provided the Company is advised at least four (4) weeks prior to the commencement of the rescheduled vacation period. In such cases, the rescheduled vacation period will become part of the maternity or child care leave period for the purposes of scheduling relief.
- 14.04.08** The start of any vacation period(s) shall normally be allocated immediately following an employee's scheduled days off.
- 14.04.09** **WAITING LIST** – Subject to operational requirements, vacation dates which become available after the allotment of vacation by the Company will be offered by seniority to employees who have placed their names on a waiting list.
- A copy of the above mentioned waiting list shall be provided to the Union.
- 14.05** **NIGHT SHIFT DISTRIBUTION** - The Company will ensure that night shifts shall be equitably distributed as per the local agreement for midnight distribution by team following the vacation award.
- 14.06** **VACATION CLEARANCE** - Employees who leave the service of the Company for any reason are entitled to receive pay for accrued vacation not taken. The date of separation will not be extended beyond the date of actual termination of service.
- 14.07** **VACATION PAY** - Employees with less than six (6) years of consecutive employment with the Company shall receive not less than four percent (4%) of their gross pay (salary, overtime, premiums) for the period during which the vacation is earned. Employees with six (6) or more years of consecutive employment with the Company shall receive not less than six percent (6%) of their gross pay (salary, overtime, premiums) for the period during which the vacation is earned.

**14.08 VACATION PURCHASE PROGRAM (VPP)**

- 14.08.01** The Company will offer all employees the opportunity to purchase one (1) additional week of vacation per year (Vacation Purchase Program – VPP). Should an employee choose not to participate in the VPP, unsubscribed weeks will not be made available to other employees, unless otherwise determined by the Company.
- 14.08.02** Temporary employees and inactive employees who do not have a scheduled return to work date by September 1<sup>st</sup> for the applicable VPP year will be excluded from participating in the VPP.
- 14.08.03** For the purpose of the VPP, one (1) week equates to forty (40) hours for Full-Time employees.
- 14.08.04** The Company will determine the periods in the year where additional weeks purchased under the VPP will be made available and plan the number of vacation weeks under the VPP that will be taken during these periods.
- 14.08.05** Additional weeks purchased under the VPP will be bid, in seniority order, after the regular vacation award process conducted under Article 14.04.
- 14.08.06** The annual application period and other relevant timelines will be agreed to between the Company and the Union locally.
- 14.08.07** Notwithstanding the results of the vacation award process conducted in accordance with Article 14.04 and 14.09.05, employees electing to participate in the VPP will have their last week of vacation in a calendar identified as VPP. That week of purchased vacation will be financed through the employee's time bank. If an employee's time bank is insufficient to cover the VPP hours, the employee's paycheck will be deducted accordingly.
- 14.08.08** In addition to the options in Article 7.05.02, employees participating in the VPP will have access to a time bank of minus twenty (-20) hours, if desired.

## **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 for a grievance, the employee will meet with local management, and a Union officer if desired, in an attempt to resolve the matter as soon as possible after the incident or the employee's knowledge of the incident. Such meeting(s) shall be documented, and, with the employee's consent, a copy of the document will be sent to the Union.

**15.01.02** If the employee fails to resolve the matter through the provisions of Article 15.01.01, or if he elects to bypass the provisions of Article 15.01.01, he may ask his District Chairperson or his designated representative to enter into informal discussions with management on his behalf with a view to resolving the matter prior to initiating a grievance. This shall be done as expeditiously as possible. The employee may elect to accompany the District Chairperson at all such meetings or he may elect to have the District Chairperson enter into such discussions in his absence.

### **15.02 GRIEVANCE PROCEDURES**

**15.02.01** Grievances initiated at the Step 1 level under this Article shall be initiated by a Union Representative 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 District Chairperson or his designated representative shall have fourteen (14) calendar days in which to lodge a formal appeal to Step 1 of the grievance procedure. The Company shall hold a hearing within seven (7) calendar days of receipt of a written grievance and reasonable notice of the hearing shall be given to the Union representative. The Company shall have fourteen (14) calendar days to render a decision in writing from the close of the hearing. Failing resolution within the above time limits, the grievance may be submitted 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 President of the Bargaining Committee or his designated representative within seven (7) calendar days of receipt of the Company's decision at Step 1.

- 15.04.02** The Company shall contact the Union within seven (7) calendar days from receipt of a written grievance for the purpose of scheduling a hearing, subject to Article 15.05, within thirty (30) calendar days of receipt of the grievance.
- 15.04.03** The Company shall have fourteen (14) calendar days to render a decision in writing from the close of the hearing.
- 15.04.04** The Union Headquarters may also initiate policy/group grievances at the Step 2 level. In such cases, the matter will first be discussed with a Company Headquarters representative(s) designated by the Company. The Company representative shall have seven (7) calendar days to address the matter. Failing answer or satisfactory adjustment within the above time limit, the grievance may be initiated.

## **15.05 UNRESOLVED GRIEVANCES**

- 15.05.01** If a decision rendered at 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.

## **15.06 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) calendar days following receipt of the Step 2 decision.
- 15.06.03** All reference to calendar days hereinabove shall be exclusive of Saturday, Sunday and holidays and 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 manpower 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.

## **15.08 CORRESPONDENCE**

- 15.08.01** All correspondence under this Article shall be copied to the District Chairperson 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, copied to the employee's supervisor. The Union District Chairperson shall be advised, in writing, of the Manager so designated and of any changes thereto. Appeals being lodged in accordance with Articles 15.04 and 15.05 shall be directed to the Vice President, Labour Relations or his designated representative.

<b>ARTICLE 16 DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES</b>
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**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 with pay pending the outcome of the investigation for up to three (3) calendar days, exclusive of Saturday, Sunday and holidays.

**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 his 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; his 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 reason(s) and of his 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 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 the 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 he is Suspended Pending Discharge and the advice shall also inform the employee of the 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 he has been unjustly dealt with, he shall have the right to initiate an appeal or to request the Union to initiate an appeal on his behalf under this Article. Throughout the procedure, the employee shall have the right to be represented by the Union.

- 16.02.02** Throughout the appeal procedure, the employee and/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) calendar days from receipt of the advice to discipline. The Company shall hold a hearing within seven (7) calendar days of receipt of a written appeal and reasonable notice of the hearing shall be provided to the Union. The Company shall have fourteen (14) calendar 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, 15.04.02 and 15.04.03.

- 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.

## **16.05 UNRESOLVED APPEALS**

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

## **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) calendar days following receipt of the Step 2 level decision.

**16.06.03** All reference to calendar days hereinabove shall be exclusive of Saturdays, Sundays and holidays and the 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 an 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 manpower requirements. If a witness is denied such time off, the testimony the employee would have given will be entered in the position of the Union.

## **16.08 CORRESPONDENCE**

**16.08.01** All correspondence under this Article shall be copied to the employee concerned, the District Chairperson and the Union Headquarters.

**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 amended by the addition of the final decision to the employee's personal file 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.

**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 as 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 and 16.04 shall be directed to the Manager(s) designated by the Company. The Union 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 16.05 shall be directed to the Vice-President, Human Resources or his representative.

<b>ARTICLE 17 ARBITRATION</b>
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- 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 five (5) arbitrators and shall be reviewed annually by the parties.
- 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) calendar days and, with respect to any other appeal case, during the ninety (90) calendar 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.
- 17.04** The arbitrator shall have the authority to render any decision that he considers just and equitable.
- 17.05** The arbitrator's decision shall be final and binding on the Company, the Union and the employee(s) involved.
- 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 shall not make any decision inconsistent with the provisions of this Agreement, nor shall he alter, modify or amend any part of the Agreement. A monetary award may be granted as determined by the arbitrator.

## **ARTICLE 18 UNION-MANAGEMENT COMMUNICATIONS**

**18.01** All communications to an employee involving any of the following shall be in writing and copied to the Union District Chair: leaves of absence; letters of expectation; alterations to scheduled shifts; scheduled shift start times and scheduled days on/days off; assignments under Article 8.01.03; layoff; recall; furlough; change of classification and/or function; Off-Duty Status; promotion; demotion; and termination. Additionally, all correspondence under Article 15 and Article 16 shall be copied to the District Chair and the Union at the Headquarters level.

### **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 COMMITTEES**

**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 to promote better communications, mutual respect and understanding between the Company and its employees and to provide advance discussion of significant changes affecting the work or working conditions of employees.

**18.03.03** Meetings shall be held as required between the District Chair or his designated representative and the appropriate Company representative. The National Representatives will be permitted to attend.

**18.03.04** At Union-Management Headquarters level, meetings will normally be held once every four (4) months between Union Headquarters representatives and representatives of the Corporate Management level. Such meetings shall generally be of one (1) day's duration.

**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 shall be granted reasonable time off and transportation in accordance with Company regulations to carry out such functions subject to operational requirements of the Company. This time will be allowed as promptly as possible. 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, subject to operational requirements, grant those employees time off 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.

**18.04.02** 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 he may be replaced on an overtime or recall basis.

**18.04.02.01** In the event the employee requesting time off is involved in shift trades requiring him to work more than one consecutive shift, it shall be his responsibility to ensure that his traded shift is covered.

**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**

Aggrieved Employee(s)..... 1  
Union Representative ..... 1 or 2

### **Union-Management Committee Meetings (Article )**

#### **Unit Level (ad hoc):**

District Chair 1  
Other Union Representative ..... 1



**Headquarters Level** (semi-annual):

President - Bargaining Committee.....	2
Other Union Representative.....	1

**District Chair:** The Union District Chair or his alternate will be granted one (1) shift each month at a time mutually agreeable to the Company and the Union District Chair. This time off shall be charged to the Company (Code 1).

**Employee Introduction:** This includes addressing new employees within the bargaining unit at basic training sessions in order to cover the following: introduction to Union Officer(s) 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
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**Negotiations**

Two (2) Union designated members of the Union Bargaining Committee and the district chair for time spent in direct negotiations with the Company including the one (1) day ratification process .....1

**18.04.03.01** Time off required by members of the Union Bargaining Committee for activities other than Headquarters' level meetings will be cleared through their respective local management and charged to the Union or the Company on the following basis:

Time required for meetings with Company Representatives .....	2
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All other time required .....	4
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**NOTE:** Union Bargaining Committee members attending meetings with the Company outside a scheduled shift during the negotiations process may elect to be paid at straight time rates or granted equivalent time off at a time mutually acceptable to the Company and the Union Representative.

**18.04.04** Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift will not attract compensation.

**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 Chair .....	3
District Vice-Chair .....	3
Other Union Representatives.....	3
Bargaining Committee Members .....	4

#### **18.04.06 Explanation of Codes**

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

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

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

**CODE 4** Time off for Union Vice-President 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.

#### **18.05 BULLETIN BOARDS**

**18.05.01** The Company will supply and maintain one (1) glass enclosed (with lock and one set of keys) bulletin board for the posting of Union notices at the Crew Scheduling location. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of the designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting other than those of a routine nature. The Company reserves the right to remove any material deemed offensive or derogatory, which is posted on such bulleting board.

#### **18.06 HEALTH AND SAFETY**

**18.06.01** 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 his opinion represents a hazard to the health and safety of the employees to the attention of the Company.

## **18.06.02 Health and Safety Committee**

**18.06.02.01** The Company shall establish a Health and Safety Committee. The members of each Committee shall be determined in accordance with the following:

### **Number of Employees**

1 - 199	One (1) selected by the Union; One (1) selected by the Company.
Over 200	Two (2) selected by the Union; Maximum two (2) selected by the Company.

**18.06.02.02** The Company shall post and keep posted the names 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.

**18.06.02.03** The Company and the Union agree to comply with the Health and Safety Provisions contained in the Canada Labour Code.

<b>ARTICLE 19 GENERAL PROVISIONS</b>
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**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, age, sex, marital status, family status, disability and conviction 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. The Union commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Union because of lawful activity on behalf of the Company.

**19.02 SAVINGS CLAUSES**

**19.02.01** Should any part or provision of this 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.

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

**19.03 COPIES OF AGREEMENT**

**19.03.01** 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 within the bargaining unit 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.

**19.03.02** 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.

**19.03.03** 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 and written shall govern.

#### **19.04 GROUP LIFE INSURANCE**

**19.04.01** For full-time employees below the age of 65, the Company will pay 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 (2 1/2) times the basic annual salary up to a maximum of \$80,000.00. The maximum level of paid-up life insurance for retired employees will remain at one fourth (1/4) of coverage at time of retirement up to a maximum of \$10,000.00.

**19.04.02** 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 (2 1/2) times the basic annual salary up to a maximum of \$40,000.00.

**19.04.03** 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 (2 1/2) times the basic annual salary up to a maximum of \$10,000.00.

#### **19.05 GROUP LIFE INSURANCE DISABILITY INCOME PLAN**

**19.05.01** Employees shall be in a plan established for CAW-Canada, Local 2002 participants on an employee-pay-all basis. The Company will provide payroll deduction facilities and remittances of appropriate deductions to the CAW-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 CAW-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 CAW-Canada, Local 2002, Health and Welfare Trust Plan Fund sponsored plan shall remain a condition of employment for all employees.

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

#### **19.06 SUPPLEMENTARY HEALTH INSURANCE**

**19.06.01** 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 fifty thousand dollars (\$50,000.00), with an annual reinstatement of two thousand dollars (\$2,000.00).

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

The Company will provide coverage for hearing aids and tests to a maximum of seven hundred and fifty dollars (\$750.00) per five (5) year period.

- 19.06.02** 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.

## **19.07 DENTAL INSURANCE**

- 19.07.01** 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.

- 19.07.02** The maximum annual coverage will be of two thousand dollars (\$2,000.00) per employee and his dependant(s). The basic dental services coverage is payable at 90%. The orthodontic life time coverage will be of two thousand five hundred dollars (\$2,500) for each eligible child.

## **19.08 VISION CARE PLAN**

- 19.08.01** The Company will pay the full cost of a Vision Care Plan.

- 19.08.02** The benefits for each employee and each eligible dependent to be not more than two hundred and twenty-five dollars (\$225.00) 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 – Crew Schedulers, 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.

## **19.09 PENSION PLAN**

- 19.09.01** The Company will, upon request, provide full information on actuarial evaluations, costs and funding for employees, in the existing Pension Plans. It is recognized that such information is normally only available to the

Company 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 Plans as they pertain to employees covered by this agreement.

**19.09.02** The Company agrees that changes to the Air Canada Pension Plans which affect CAW Canada participants (and those deriving an interest or an entitlement from such participants) will not be made except as agreed by the Union.

**19.09.03** The pension rules applicable to CAW Canada participants (and those deriving an interest or an entitlement from such participants) are contained exclusively within the texts of the Air Canada Pension Plans as well as in article 19.09 and Appendix 3 (Memorandum of Agreement – Pension Plan Sustainability) of the present collective agreement.

**19.10** **Coordination of Benefits** – Where an employee's spouse is also a Company employee, benefits will be coordinated.

## **19.11 LANGUAGE REQUIREMENTS**

**19.11.01** When required by the Company, language training in French and English will be provided at Company expense and, subject to operational requirements, on 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.

## **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 the Canadian Auto Workers 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.

**19.13** Corporate Reorganization: In the event that the Company changes ownership, mergers 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 certificate issued by the Canada Industrial 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 the protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.

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

The Company agrees to work collaboratively with the CAW workplace committee to review workplace violence hazards in accordance with Part 2 of the Canada Labour Code and 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 unreasonably denied.
- 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 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) calendar 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 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 as of its date of ratification, except as otherwise provided herein, and shall continue in full force and effect until May 22, 2015 and may be varied by mutual agreement, in writing, between the parties hereto. It shall remain binding thereafter from year to year, unless notification, in writing to reopen the Agreement is served by either of the parties hereto not more than four (4) months prior to the expiry date or any continuation of expiry date, 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 Collective Agreement or until any statutory extension provided for by the Canada Labour Code has terminated and no renewal Collective Agreement has been made.

**LETTER OF UNDERSTANDING NO. 1 - OFF-DUTY STATUS, INDUSTRIAL DISPUTES**

- L1.01** 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.
- L1.02** 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.
- L1.03** 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..
- L1.04** 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..
- L1.05** 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 L1.04 will be sent to the employee's last known address.
- L1.06** 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 his return to the base, provided his seniority is sufficient to retain a work assignment.
- L1.07** An employee's schedule may be altered to conform to 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 his shift. Such notice may be verbal but written notice will be provided as soon as possible.
- L1.08** An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under L1.04, upon the date of his scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- L1.09** Company sick leave benefits will not be granted to an employee on O.D.S..
- L1.10** 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) calendar days of any O.D.S..

- L1.11** 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.
- L1.12** Employees on O.D.S. must advise the Company of a current point of contact.
- L1.13** Employees shall be contacted verbally at their last available point of contact and advised of their recall. If no contact can be made, notice by telegram will be sent.
- L1.14** Employees are expected to be available to report for duty within twenty-four (24) hours. Employees who do not report for duty within twenty-four (24) hours from time of notification may be required to substantiate their late reporting.
- L1.15** Employees on O.D.S. shall not receive any wages.

<b>LETTER OF UNDERSTANDING NO. 2 - TELEPHONE MONITORING</b>
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**L2.01** The purpose of the telephone monitoring system in the Flight Operations Crew Scheduling Department is to provide a record of conversations held by employees covered under this Agreement in the course of performing their duties. It shall be referred to when incidents, such as those listed below, are brought to the Company's attention:

**L2.01.01** Grievances (from any bargaining unit);

**L2.01.02** Complaints;

**L2.01.03** Incident reports (covering employees from other bargaining units);

**L2.01.04** Investigation of employees from other bargaining units who have cause to deal with the Flight Operations Crew Scheduling Department.

**L2.02** The following parameters have been agreed upon between the two parties:

**L2.02.011** The system shall not be used for routine monitoring of a performance nature

**L2.02.02** If there is a requirement to review the recordings, a member of the Bargaining Committee will attend the review

**L2.02.03** One un-monitored phone line shall be made available for personal calls.

**L2.03 Coaching**

**L2.03.01** The Company may also listen to live calls in order to provide coaching and feedback to employees. Disciplinary action will not result from management listening to live calls.

**L2.03.02** Coaching sessions must be performed by a permanent manager and employees must be advised prior to the manager listening to any live calls

**L2.04 Data collection**

**L2.04.01** The Company may also institute a data collection process. However no disciplinary action will result from the data collecting process. The Company will provide the Union with a copy of any reports generated from this data.

**LETTER OF UNDERSTANDING NO. 3 - TEMPORARY VACANCIES**

It is recognized that it is most desirable to staff the Company's operation with permanent employees whenever possible. Occasionally however, it may be necessary to employ personnel to fill vacancies of a temporary duration.

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

- a. to replace employees absent on authorized leaves of absence under Article 11
- b. to replace employees on time off for Union business
- c. to replace employees released for training
- d. to replace employees on special project
- e. to replace employees on long term disability

The Company will advise the Union at the District Level in writing and in advance as to the reason and duration of the temporary vacancy and the name of the person filling the temporary vacancy.

Temporary vacancies shall be only for the duration of the absence of the affected employee. The duration may be extended only by mutual agreement between the Company and the Union at the District Level.

Employee reductions will not occur in a classification while a temporary vacancy is being filled in that classification.

Persons filling a temporary vacancy for more than fifty per cent (50%) of any given month will be required to pay Union dues. However, they shall not accrue any seniority under the terms of this Agreement. Persons who are not permanent employees of the Company shall receive rates of pay in accordance with Article 5; permanent employees will receive rates of pay according to Company regulations and/or their applicable collective agreement. Hours of work will conform to Article 6.

**LETTER OF UNDERSTANDING NO. 4 - APPLICATION OF ARTICLE 4.01.03**

Prior to the introduction of the Lead Scheduler's classification, the Company and the members of the Union Bargaining Committee shall meet no later than one (1) month in advance of posting the vacancy, to discuss its implementation, including but not limited to the filling of vacancies, staff reductions within the classification, the effects upon staff requirements in other classifications or any other matter related to the nature of the job or to the desires of the employee(s) filling the vacancy.

Notwithstanding the foregoing, the final decision with respect to the implementation of the Lead Scheduler's classification rests with the Company.



<b>LETTER OF UNDERSTANDING NO. 5 - JOINT HARASSMENT INVESTIGATION PROCESS</b>
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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.

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

**L5.01** Under this LOU the term, harassment, refers to Discriminatory Harassment, which includes sexual harassment, as well as workplace harassment as defined by the Air Canada policy on workplace harassment. This reference to the Air Canada workplace harassment policy does not incorporate the policy into the collective agreement.

**L5.02** This process applies to all complaints where the complainant and the respondent (alleged harasser) are both CAW employees. However, in instances where a CAW represented employee is a complainant or a respondent in an alleged harassment matter that involves an employee from another bargaining unit or management, a Union representative appointed by the Union can attend as an observer to the meetings.

**L5.03 Complaint Process**

**L5.03.01** 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.

**L5.03.02** 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.

Retaliation in any form against any party in a harassment investigation is unacceptable and may be subject to discipline, up to and including discharge.

**L5.03.03** 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.

**L5.03.04** 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.

**L5.03.05** The complainant must start the resolution process at Stage 1.

**L5.04** Stage 1. Informal Conflict Resolution Process

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

At any point the Company or the Union may decide to discontinue the informal process and escalate the matter to Stage 2.

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.

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

When complaints are resolved at this stage, the Company and Union will keep a brief summary of the conflict and its resolution in a confidential conflict resolution file for a period of one (1) year from the date of the complaint, at which time the summary will be removed from both the Company and Union's conflict resolution file. The sole purpose of retaining the summary is to address situations of repeated behaviours

during this period and to preserve records in the event that a complaint is filed before the Canadian Human Rights Commission.

#### **L5.05** Stage 2. Formal Conflict Resolution Process

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

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

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

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.

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

##### **L5.05.01** 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.

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.

**L5.05.02** 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.

**L5.06 Review Process**

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

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

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.

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

**L5.06.01** 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.

**L5.07            Time Lines**

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.

**LETTER OF UNDERSTANDING No. 6 - WORKPLACE RELOCATION**

In the event the Company relocates its operation either partially or totally, and should such relocation result in permanent employees being declared surplus, the Company is committed to the following:

- a) Vacancies at the new location/workplace will be offered to employees at the affected location/workplace in order of seniority.
- b) Employees who decide to relocate, will have the right to transfer at Company expense and in accordance with Company regulations.
- c) In the event no vacancies exist in their current classification, surplus employees may elect to fill vacancies in a lower classification at either the existing or the new location/workplace in which case employees will have their rate of pay protected for a three (3) year period effective the date of transfer. During this three (3) year period, these employees will provide relief duties in the higher classification at their location/workplace.
- d) Surplus employees may elect voluntary severance in which case they will be provided with a termination award of two (2) weeks pay for each full year of Company service to a maximum of fifty - two (52) weeks of pay.
- e) In the event a surplus employee does not wish or is unable to transfer or does not desire the severance award option, then the provisions of Article 10.09.04.03, 10.09.04.04, and 10.10 will apply. In the event a surplus employee who has elected lay-off status is not recalled, then such employee may, at any time during the thirty-six (36) consecutive month period as set out in Article 10.07.04, elect voluntary severance in accordance with d) above.

**LETTER OF UNDERSTANDING No. 7 - VACATION SPLITS**

Notwithstanding the express language of article 14.04.02, the parties have agreed, for the life of the current Collective Agreement, to give the option to the employees working a 6/3 schedule to split their vacation in multiples of five (5) working days in accordance with the following:

- (1) This new option given to the employees must not, under any circumstances, be sources of additional cost to the Company.
- (2) The Company may have to impose restrictions in regard to the access to the five (5) day split option. Such restriction may be established based on operational requirements and the composition of the teams.

<b>LETTER OF UNDERSTANDING NO. 8 - BLOCK ADMIN BACKFILL AND MIDNIGHT BIDDING PROCESS</b>
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- [1] Employees will have their midnight cycle requirement reduced by one (1) cycle for each vacation cycle for which they have agreed to provide vacation relief for the Block Administrator.
- [2] The Company will pay time and a half (1.5x) for any additional midnight shift, over five (5) midnight cycles, worked by an employee as a direct result of point [1].
- [3] Unless otherwise modified herein the local process pertaining to the midnight bidding process will remain unchanged.



**LETTER OF INTENT 2011 – NO. 1 – STAFFING LEVEL**

Following ratification of the tentative agreement, the Company will, in a timely manner, hire Crew Schedulers in order to attain a staffing level of 12 active Crew Schedulers per team, including the Block Admin. Furthermore, the Company, when establishing its staffing plans, commits to reduce its reliance on overtime.

**LETTER OF INTENT 2011 – NO. 2 – UNION TIME OFF**

The Company will make reasonable efforts to schedule meetings with the District Chair and/or other union representatives on their regular shifts. In the event a meeting must take place on a union representative's regular day off, they will be granted a minimum of three (3) hours of time off at a mutually acceptable time. Alternatively, the union representative can opt to bank those hours, subject to the time bank limitations provided in the Collective Agreement.

It is understood that the union representative assisting the Company with the team, vacation, VPP and midnight bidding processes will have their shift start and end times adjusted in such a manner that they will be able to attend the proceedings without exceeding the regular length of their original shift.

**LETTER OF INTENT 2011 - NO. 3 – APPLICATION OF 5.05**

In the application of article 5.05, the following was agreed to by the parties:

- a) In the event an employee is promoted to a new classification, the new rate of pay will be applicable as of the effective date indicated in the posting for the position;
- b) In the event an employee goes to a lower classification, the new rate of pay will be applicable as of the reporting date within the new classification.

**APPENDIX 1**

**MEMORANDUM OF AGREEMENT****BETWEEN****AIR CANADA****(The “Company”)****AND****FLIGHT OPERATIONS CREW SCHEDULING PERSONNEL as represented by  
the NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND  
GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS  
LOCAL 2002****(The “Union”)**

**Whereas** the parties’ collective agreement for the Flight Operations Crew Scheduling Personnel was effective from August 23, 2009 to May 22, 2011.

**Whereas** the Union provided the Company with a notice to bargain on May 2, 2011.

**Whereas** the parties met in order to renegotiate the terms and conditions of the collective agreement.

**Whereas** the Union requested the appointment of a conciliator to assist the parties conclude a collective agreement.

**Whereas** the parties understand the importance of securing and ensuring solvency funding for Air Canada’s Pension Plans with the CAW.

**And whereas** the parties recognize the importance of concluding a collective agreement without either party engaging in industrial action.

**Therefore the parties have agreed that the collective agreement, which includes the Letters of Understanding, will be renewed, subject to the changes set out in Appendices 1, 2, and 3 of this Memorandum and summarized below.**

Accordingly, the parties agree as follows:

### **Term**

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- [1] The collective agreement is renewed for a term of four (4) years effective May 23, 2011 until May 22<sup>nd</sup> 2015.

### **Wages**

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- [2] Article 5.04 of the collective agreement will be replaced as follows:

5.04.01 *The following rates of pay will be applicable to Crew Schedulers for the duration of the collective agreement, retroactive from May 23<sup>rd</sup> 2011:*

Crew Schedulers		
Step	Progression	Rate
1	52 weeks	\$16.45
2	52 weeks	\$17.52
3	52 weeks	\$18.66
4	52 weeks	\$19.87
5	52 weeks	\$21.16
6	52 weeks	\$22.54
7	52 weeks	\$24.00
8	52 weeks	\$25.56
9	52 weeks	\$27.22
10	52 weeks	\$28.98

5.04.02 *The following rates of pay will be applicable to Training Schedulers for the duration of the collective agreement, retroactive from May 23<sup>rd</sup> 2011:*

Training Schedulers		
Step	Progression	Rate
1	52 weeks	\$12.93
2	52 weeks	\$13.80
3	52 weeks	\$14.72
4	52 weeks	\$15.71
5	52 weeks	\$16.76
6	52 weeks	\$17.88
7	52 weeks	\$19.08
8	52 weeks	\$20.36
9	52 weeks	\$21.72
10	52 weeks	\$23.16

- [3] Notwithstanding paragraph 2 above, current employees will be grandfathered in the following scales:

Former Montreal Based Crew Scheduler Grandfathered Hourly Rates Effective May 23rd 2011						Former Montreal Based Training Scheduler Grandfathered Hourly Rates Effective May 23rd 2011					
STEP	Progression	2011	2012	2013	2014	STEP	Progression	2011	2012	2013	2014
1	26 weeks	\$16.78	\$17.11	\$17.46	\$17.98	1	26 weeks	\$13.19	\$13.45	\$13.72	\$14.13
2	26 weeks	\$17.83	\$18.19	\$18.55	\$19.11	2	26 weeks	\$14.05	\$14.33	\$14.61	\$15.05
3	26 weeks	\$18.89	\$19.27	\$19.65	\$20.24	3	26 weeks	\$14.89	\$15.19	\$15.49	\$15.96
4	26 weeks	\$19.96	\$20.36	\$20.77	\$21.39	4	26 weeks	\$15.73	\$16.04	\$16.36	\$16.85
5	26 weeks	\$21.03	\$21.45	\$21.88	\$22.54	5	26 weeks	\$16.59	\$16.92	\$17.26	\$17.77
6	26 weeks	\$22.11	\$22.56	\$23.01	\$23.70	6	26 weeks	\$17.44	\$17.79	\$18.15	\$18.69
7	26 weeks	\$23.15	\$23.62	\$24.09	\$24.81	7	26 weeks	\$18.28	\$18.64	\$19.02	\$19.59
8	26 weeks	\$24.23	\$24.71	\$25.20	\$25.96	8	26 weeks	\$19.14	\$19.52	\$19.91	\$20.51
9	26 weeks	\$25.29	\$25.79	\$26.31	\$27.10	9	26 weeks	\$19.99	\$20.39	\$20.80	\$21.42
10	26 weeks	\$26.37	\$26.89	\$27.43	\$28.26	10	26 weeks	\$20.83	\$21.24	\$21.67	\$22.32
11	26 weeks	\$27.42	\$27.97	\$28.53	\$29.38	11	26 weeks	\$21.66	\$22.10	\$22.54	\$23.22
12	52 weeks	\$28.49	\$29.06	\$29.64	\$30.53	12	52 weeks	\$22.50	\$22.95	\$23.41	\$24.11
13	52 weeks	\$29.56	\$30.15	\$30.75	\$31.68	13	52 weeks	\$23.37	\$23.84	\$24.31	\$25.04
						14	52 weeks	\$23.62	\$24.10	\$24.58	\$25.31

### **Relocation to the Greater Toronto Area (GTA)**

- [4] The Letter of Commitment which relates to the Location of Operations is expired and the terms of the relocation of the Flight Operations Crew Scheduling Personnel from Montreal to the GTA is set out in Appendix 2.

### **Benefits**

- [5] Employees will receive vision care coverage for laser eye surgery to a maximum of \$600.00 provided no further claims under the vision plan had been made in a forty-eight (48) month period.

### **Pension and Mandatory Retirement**

- [6] The Pension Plan will be modified as per Appendix 3. Any modifications to the collective agreement that are required as a result of Appendix 3 will require the agreement of the Union.

- [7] All references to the normal age of retirement at 65 will be eliminated in the collective agreement. A description of benefits (such as supplementary health insurance and group life insurance) for employees 65 years of age and over is also included in the collective agreement.

#### ***Early Voluntary Separation Packages***

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- [8] Air Canada will provide a total of six (6) early Voluntary Separation Packages (eVSPs) to be offered in order of seniority to employees who would be adversely impacted by the new pension rules described in Appendix 3.
- [9] Employees opting for these eVSPs must sever their employment on November 30<sup>th</sup> 2012 with the exception of one (1) eVSP that may have a severance date prior to November 30<sup>th</sup> 2012.
- [10] The eVSPs will be equivalent to two (2) weeks of pay per full year of service to a maximum of fifty-two (52) weeks. The Company will pay the eVSPs through equal payments over the twelve (12) months following the employee's date of severance. Any unsubscribed eVSPs will expire.

#### ***Scope and Classification***

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- [11] The rules relating to acting management assignments have been clarified.
- [12] The Company commits that no lay-off of employees within the bargaining unit will occur as a direct result of subcontracting any tasks covered under the agreement.
- [13] It is recognized that flights operated by Air Canada pilots (excluding flights operated by Air Canada Jazz pilots) that are represented by the Air Canada Pilot Association, will be scheduled by the employees within this bargaining unit in accordance with the collective agreement, unless otherwise mutually agreed.
- [14] The two (2) temporary employees currently working in the Training Scheduler classification will become permanent employees upon ratification. However these two (2) employees will be excluded from the two (2) types of Voluntary Separation Packages outlined in this Agreement.
- [15] The two (2) Training Schedulers currently on temporary assignments in the Crew Scheduler classification will become permanent Crew Schedulers upon ratification.



***Staffing and scheduling***

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- [16] A new process will be implemented which allows the Company and the Union to participate in the establishment of an equitable equipment desk rotation schedule.
- [17] The process for team bidding and the assignment of employees to teams for the Scheduling Specialist function of the Crew Scheduling classification has been modified.
- [18] The parties have agreed to formalize the advanced approval process required for shift trades.
- [19] The provisions regarding shift trades have been clarified to address the respective responsibilities of the Company and employees in instances where an employee is absent for a shift that was acquired through a shift trade.
- [20] The rules regarding staffing for Block Admin vacancies as well as temporary vacancies have been clarified.
- [21] The parties agreed that LOU 7 on vacation splits is renewed.
- [22] An overtime journal will be made available to employees in order for employees to record overtime preferences.
- [23] When an employee is requested to work overtime on a scheduled day off, the Company commits to pay a minimum of four (4) hours of work at time and one half (x1.5).
- [24] An employee required by the Company to work four (4) hours of overtime pursuant to Article 7.07.02 will be provided a ten (10) dollar meal allowance.
- [25] In cases where the Company makes an error in the awarding of overtime, a process has been established to allow employees to work an equivalent number of hours.
- [26] In cases where the Company cancels a pre-planned overtime shift that has been accepted by an employee, the employee will be entitled to compensation.
- [27] A vacation purchase program (VPP) has been established to permit eligible employees to purchase one (1) additional week of vacation per year.
- [28] The time bank has been extended from a twenty-six (26) hour time bank to an eight (80) hour time bank.

- [29] Through a letter of intent, the Company has agreed to hire Crew Schedulers in a timely manner in order to attain a staffing level of 12 active Crew Schedulers per team, including the Block Admins.

### ***Human Rights***

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- [30] A joint harassment process to investigate harassment within the workplace will be implemented on a trial basis for the duration of the collective agreement.
- [31] The parties have recognized the importance of maintaining a work environment that is free from workplace violence.

### ***Notice items***

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- [32] The Company has provided notice that the Sharing Our Success (SOS) program will be discontinued at a date to be determined.
- [33] The Company has provided notice that service charges for travel privileges will be reinstated.

### ***Miscellaneous items***

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- [34] Letters of discipline will remain on file for two (2) years as opposed to the previous time period of (3) years.
- [35] For probationary employees, the Company will provide to the Union all existing employee progress reports.
- [36] The Company will reimburse reasonable and customary charges for physician notes in specific circumstances.
- [37] LOU 2 which addresses telephone monitoring is modified to provide for coaching of employees.
- [38] The existing maximum of six (6) days of paid sick and family care leave per year has been clarified to establish an equivalence in hours which is a maximum of fifty-one (51) hours per year.
- [39] The Company agrees to pay for the time spent by the District Chair in direct negotiations with the Company.
- [40] The Company agrees to prepare and print English and French versions of the collective agreement within six (6) months following the ratification. However, for the current collective agreement, the timelines for the publication of the French collective agreement may be extended to allow for additional time.

***Editorial items***

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- [41] In order to ensure consistency with other provisions of the collective agreement, the parties have agreed to modify the minimum time off between scheduled shifts from eight hours to nine hours.
- [42] The parties clarified the existing options offered to employees in the event of staff reductions.
- [43] All article references will be adjusted to ensure accurate cross referencing of all articles in the collective agreement.
- [44] All collective agreement provisions will be reviewed to ensure gender neutrality.

**The parties agree that this Memorandum provides for an overview of the items agreed upon. If there are any discrepancies or inconsistencies between the language of this summary and the agreed upon language in the Appendices, which form an integral part of this Memorandum, then the language in the Appendices will prevail.**

**This Memorandum and Appendices herein attached have been unanimously recommended for acceptance by the Union Bargaining Committee and the Air Canada Bargaining Committee.**

**The Memorandum and Appendices come into force upon ratification by the employees represented by the Union and upon approval from the Air Canada Board of Directors.**

Agreed to in Montreal, this \_\_\_\_\_ day of February, 2012.

For Air Canada

For the CAW Canada and its Local 2002

\_\_\_\_\_  
Kevin Pavelack

\_\_\_\_\_  
Leslie Dias

\_\_\_\_\_  
Etienne Cere

\_\_\_\_\_  
Theresa Amicarelli

\_\_\_\_\_  
Stephen Morson

\_\_\_\_\_  
Gaetano Amodeo

\_\_\_\_\_  
Johanne St-Laurent

\_\_\_\_\_  
Gaetano Sansone

\_\_\_\_\_  
Eric Bedard

\_\_\_\_\_  
Ron Smith

**APPENDIX 2**

## **Appendix 2**

**Air Canada (the “Company”)**

and

**Flight Operations Crew Scheduling Personnel  
(CAW – Local 2002)  
(the “Union”)**

**WHEREAS** on June 8<sup>th</sup> 2009 the Company and the Union signed a Letter of Commitment which indicated that for the life of the collective agreement the Flight Operations group (FOPs group) would continue to be located in the Montreal office.

**WHEREAS** this Letter of Commitment expired on May 22, 2011.

**WHEREAS** on October 26<sup>th</sup> 2011 the Company announced that it would relocate the FOPs group to a new Operational Control (“new OC”) facility that will be built in the Greater Toronto Area (“GTA”).

**WHEREAS** the new OC facility is scheduled to open in March 2014.

**AND WHEREAS** the parties have engaged in discussions to provide for the details of the relocation of the FOPs group from the Montreal office to the new OC facility or the Flight Operations Headquarters in the GTA.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

### 1. GENERAL

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- A. For the purpose of this appendix the new OC designates the Air Canada facility currently under construction in Brampton, within the GTA.
- B. For the purpose of this appendix, the transition period commences upon ratification of the tentative agreement and ends on March 31<sup>st</sup> 2016.
- C. All employees in the FOPs group currently working in the Montreal office may continue to work in the Montreal office until the end of the transition period.
- D. Throughout the transition period, employees who are asked by the Company to provide “on the job” coaching to new or existing employees in the Montreal office, the current SOC Center, the new OC or the Flight Operations Headquarters will receive a fifteen percent (15%) premium on their hourly rate of pay.

- E. Upon the opening of the new OC, the PBS planner function will become a management position.
- F. All future vacancies will be declared in either the current SOC center, within the new OC or the Flight Operations Headquarters in the GTA.

## 2. EMPLOYEE RELOCATION PROCESS

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- A. Between May 1<sup>st</sup> 2013 and June 1<sup>st</sup> 2013, employees will select from the following options:

- i. **Relocation** to the new OC or the Flight Operations Headquarters in the GTA between March 2014 and March 31<sup>st</sup> 2016 - The *Air Canada Employee Relocation Policy* will be applicable to these employees.

Employees who opted to relocate may be granted POS pass air transportation between Montreal and Toronto for a period of six (6) months from March 31<sup>st</sup> 2016 until September 30<sup>th</sup> 2016 if they have not yet permanently moved to the GTA.

- ii. **Voluntary Severance Packages** (“VSP”) - These VSPs will provide employees with three (3) weeks of pay for each full year of Company service to a maximum of fifty-two (52) weeks of pay. Upon selection of this option, employees will indicate their preferred severance date(s) which must be between July 1<sup>st</sup> 2013 and March 31<sup>st</sup> 2016. Preferred severance dates will be granted in order of seniority contingent upon the Company’s operational requirements. Notwithstanding the Company’s operational requirements, the Company commits to make available one (1) VSP with a severance date prior to December 31<sup>st</sup> 2012 and three (3) VSPs with a severance date of March 31<sup>st</sup> 2014.

VSPs will be paid through equal payments over the twelve (12) months following the employees’ severance date. However, employees forfeit their VSP entitlement if they leave prior to their severance date established in accordance with operational requirements.

Employees who have reached factor 80 (age plus continuous or qualifying service) or age 65 with a minimum of ten (10) years of continuous company service as of their date of severance, will receive retiree travel privileges.

Employees who are not eligible for retiree travel privileges will receive an allotment of two (2) C3/Y10 passes per year of continuous service, to a lifetime maximum of forty (40) passes for each of the employee, spouse and eligible dependant(s). Passes can be used at any time (no yearly limit) and have no expiry date. However, once the former employee’s allotment of passes is fully used, the travel profile will be closed and all of the

remaining passes (if any) for the spouse and eligible dependant become void. The same applies upon death of the former employee.

- iii. **Alternative Employment within the Montreal Call Centre** - Employees will be guaranteed a full-time position within the Montreal Call Centre. The wages of these employees will be red circled for five (5) years from their first training day in the Montreal Call Centre. At the expiration of their red-circling rights, employees will be placed at the top of the former "A" scale.

The Company commits to provide all interested members of the FOPs group with an information session and familiarization tour of the Montreal Call Centre prior to April 1<sup>st</sup> 2013.

- B. The Company and the Union will meet with each individual employee no later than July 1<sup>st</sup> 2013, to discuss the effective date of their selected option. If required, the Company and the Union will meet to discuss and address any individual concerns.

### 3. RECALL RIGHTS & ALTERNATIVE OPTIONS

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- A. Current employees in the FOPs group who choose to transfer to the Montreal Call Centre as per point 2 A. iii. may sever their employment with the Company and take a VSP as per point 2 A. ii. within six (6) months from their first training day in the Montreal Call Centre.
- B. In the event of a downsizing affecting the Montreal Call Centre, former employees of the FOPs group can bump into the new OC or into the Flight Operations Headquarters. This option will be available for a period of sixty (60) consecutive months or for the number of completed months within the FOPs group, whichever is greater, from their first training day in the Montreal Call Centre.
- C. Employees in the FOPs group who found other employment within the Company before March 31<sup>st</sup> 2016 may choose, at any time prior to March 31<sup>st</sup> 2016, to take alternative employment in the Call Centre as per point 2 A. iii or take a VSP as per point 2 A. ii.
- D. After March 31<sup>st</sup> 2016, former employees of the FOPs group who found other employment within the Company may, for a period of sixty (60) consecutive months or for the number of completed months within the FOPs group, whichever is greater, fill any vacancies declared in the new OC or in the Flight Operations Headquarters.

- E. For the purpose of paragraphs 3. B. and 3. D. above, former employees of the FOPs group will retain their seniority within the FOPs group for the duration of their recall rights.

#### 4. ADDITIONAL MEASURES

- A. Career Support** - The Company will provide employees who do not wish to relocate to Toronto with professional career support to assist these employees in finding employment either within or outside the Company.

The above career support will be provided for a maximum period of three (3) months from the date the employee first uses the career support services.

- B. Preferential consideration for other employment** - The Company will give employees who do not wish to relocate to Toronto preferential consideration on any job openings (unionized or not unionized) provided that employees possess the necessary qualifications.

The above preferential consideration will be provided for a maximum period of three (3) months from the date the employee first uses the career support services.

- C. Retention incentive** – The Company will provide retention incentives, contingent on the employee's cooperation in the knowledge transfer process, in accordance with the following:

1	Ratification	Lump sum of \$2000 for Crew Schedulers & Lump sum of \$1500 for Training Scheduler
2	March 31st 2014	* 5% Lump sum calculated on employees <b>base wages</b> from March 31st 2013 until March 30th 2014. * To be paid the first pay period following March 30th 2014. * To be eligible, an employee must be employed within the FOPs group on March 31st 2014
3	March 31st 2015	* 5% Lump sum calculated on employees <b>base wages</b> from March 31st 2014 until March 30th 2015. * To be paid the first pay period following March 30th 2015. * To be eligible, an employee must be employed within the FOPs group on March 31st 2015
4	March 31st 2016	* 5% Lump sum calculated on employees <b>base wages</b> from March 31st 2015 until March 31st 2016. * To be paid the first pay period following March 30th 2016. * To be eligible, an employee must be employed within the FOPs group on March 31st 2016

Employees who sever their employment in accordance with point 2. A. ii. will have their VSP entitlement reduced by any retention incentive accrued after March 30<sup>th</sup> 2013.

Notwithstanding the above, if the Company delays the VSP severance date of current Block Admins for operational reasons, these Block Admins will receive, on the first pay period following March 31<sup>st</sup> 2014, full payment of the retention incentives that would otherwise have been accrued between March 31<sup>st</sup> 2014 and



March 31<sup>st</sup> 2016. This one-time 15% payment will be calculated according to the employees' base wages from March 31<sup>st</sup> 2013 to March 30<sup>th</sup> 2014. In addition, these employees will not have their VSP entitlement reduced by any retention incentive received.

NOTE: Notwithstanding Article 14.02.01, the Company will calculate the 2013 vacation entitlement in working days instead of rounding-up vacation entitlement, provided that at least one (1) of the current Block Admins are employed in that function on January 1<sup>st</sup> 2013. The same will apply for the calculation of the 2014 vacation entitlement.

**D. Special Assignment** – Throughout the transition period, the Company may assign employees within the Montreal office of the FOPs group to work in the current SOC Center, the new OC or the Flight Operations Headquarters within the GTA. In such cases, the following will apply:

- i. Selection will be made in order of seniority;
- ii. Employees selected will be granted a 15% premium on their hourly rate of pay;
- iii. Employees selected will receive a seventy dollar (\$70) *per diem* allowance;
- iv. The air transportation travel time of employees selected will be paid at straight time and will include thirty (30) minutes prior to their scheduled departure time;
- v. Employees selected will be provided POS pass air transportation, ground transportation to and from their GTA work location and will be accommodated in Air Canada designated hotels for the duration of their assignment.

**E. Midnight Cycles** – Notwithstanding the language of the collective agreement and local practice(s), the parties agree to the following pertaining to midnight cycles:

- i. As soon as operationally feasible, the midnight shifts will be moved to the new OC;
- ii. In the interim, midnight shifts in the Montreal office will be staffed with a minimum of two (2) employees;
- iii. Any employee working in the Montreal office who is scheduled to work more than five (5) midnight cycles in a calendar year will be paid at time and one half (x1.5) for all midnight shifts scheduled and worked over the five (5) cycles.

**F. Acting Management** – Notwithstanding Article 8.02, throughout the transition period, the Company may utilize employees on acting assignments for more than seventy-five (75) working days in a calendar year.

## 5. FINAL PROVISIONS

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- A. Three (3) months prior to the scheduled opening of the new OC, the parties will meet to review the transition details in order to explore the feasibility of transitioning some functions earlier than outlined in this appendix.
- B. The parties understand that this appendix governs the entire relocation to the new OC or the Flight Operations Headquarters in the GTA and is not subject to renegotiation.

**APPENDIX 3**

### **Appendix 3**

**Air Canada (the “Company”)**

and

**Flight Operations Crew Scheduling Personnel  
(CAW – Local 2002)  
(the “Union”)**

#### **Memorandum of Agreement – Pension Plan Sustainability**

##### **Changes for Current Employees**

The Company and the Union agree to the following changes to help address the solvency funding of the Air Canada pension plans for CAW crew schedulers 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 CAW crew schedulers 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 CAW crew schedulers 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 CAW crew schedulers 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 CAW crew scheduler 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 CAW Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for CAW crew schedulers retiring on or after age 55 with 85 points from the Air Canada Pension Plan.
- a provision in the CAW Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for CAW crew schedulers 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 CAW Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for CAW crew schedulers 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 CAW Collective Agreement stating that CAW crew schedulers 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.

The CAW will support Air Canada's request for OSFI's approval for the above pension plan changes.

### **Changes for Employees Hired On or After the Date of Ratification**

CAW crew schedulers hired on or after the date of ratification of this agreement will join the hybrid component of the Air Canada Pension Plan established for CAW Customer Sales & Service Agents hired on or after June 27, 2011.

### **Amendments**

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 CAW Employees Formerly Employed by Canadian Airlines International Ltd., and draft any other documents required to implement this MOA for the CAW's review and confirmation that such amendments properly reflect the terms of the MOA.

**Signed this \_\_\_\_\_ day of February 2012 in \_\_\_\_\_.**

\_\_\_\_\_  
Kevin Pavelack

\_\_\_\_\_  
Leslie Dias

\_\_\_\_\_  
Etienne Cere

\_\_\_\_\_  
Gaetano Amodeo