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SOURCE	Company		
EFF.	97	10	31
TERM.	20	00	06 30
No. OF EMPLOYEES	70		
NOMBRE D'EMPLOYÉS	CB.		

AGREEMENT NO. 4

between

Air Nova Inc.

and the Customer Service Agents in its employ

as represented by the

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)
AND ITS LOCAL 2213**

EFFECTIVE: October 31, 1997 - June 30, 2000

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ARTICLE 1 - PURPOSE OF AGREEMENT

- 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 the methods which will further, to the fullest extent possible, the safety of air transportation, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully both individually and collectively for the advancement of that purpose.
- 1.02** The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike, and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement.
- 1.03** In view of the orderly procedure established by this Agreement as required by the Code for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout, either complete or partial.
- 1.04** Definitions - The following words, as used throughout the Agreement, shall convey the meaning appended to them.
- 1.04.01** Agreement - the Agreement in effect, including amendments or interpretation thereto agreed upon and covered by letters signed/confirmed by responsible Company and accredited Union Officers/Representatives.
- 1.04.02** Bilingual - means the employee is proficient in the French language to the degree necessary to perform the work required.
- 1.04.03** Classification as defined in Article 4.
- 1.04.04** Company - Air Nova as represented through Officers and Management at various levels or their delegated representatives.
- 1.04.05** Employee - any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.04.06** **Furlough**- the employee is laid off without recourse to bumping procedures.

- 1.04.07 Holiday - both paid general holidays, as provided for in the Canada Labour Code, and any additional negotiated paid holidays as listed in Article 13.01.
- 1.04.08 Part-time Employee - an employee who is regularly scheduled to work less than forty (40) hours a week but not less than twenty (20) hours per week.
- 1.04.09 Requirements of the Service - a situation which calls for immediate action and which cannot be reasonably predicted or preplanned for.
- 1.04.10 Shift - a scheduled period of time as described in a work schedule or sub-schedule for which an employee is required to be present.
- 1.04.11 **Station - office** of the Company where employees covered by this Agreement are employed.
- 1.04.12 Status - full-time or part-time.
- 1.04.13 **Temporary** Employee - an employee whose hours of work are not regularly scheduled and whose length of employment fluctuates in response to operational requirements.
- 1.04.14 Union - National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local 2213.
- 1.04.15 Work Day - a twenty-four (24) hour period beginning at midnight. All time worked in any shift including overtime, and any recall worked shall be considered as work performed on the work day on which the scheduled shift or recall began.
- 1.04.16 Work Schedule - a projection of all scheduled shifts at a station with regard to scheduled days on and off, including shift starting and terminating times.

ARTICLE 2- UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, in accordance with the Certification as issued by the Canada Labour Relations Board to the Union on November 7, 1990.
- 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 as follows:

- a) at stations where there are five or less employees (not including temporary employees), one member of management may perform covered duties.
- b) at all other stations, one member of management will be permitted to perform covered duties:
 - due to a requirement of the service;
 - to maintain management competence with respect to agent duties; or
 - for the purpose of staff training.

2.04 Where the Company maintains regularly scheduled service through the following stations:

- Deer Lake
- Yarmouth
- Sydney
- Goose Bay
- Gander
- St. Leonard
- Bathurst

Customer Service Agent duties will be performed by employees covered under this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that, except as otherwise limited by this Agreement, the sole and exclusive right with respect to the management of the Company's business and operations and the determination of all matters pertaining to its affairs remains vested with the Company.

ARTICLE 4 - SCOPE OF AGREEMENT

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

4.02 Customer Service Agent comprises all those who perform passenger telephone sales and service function of making and cancelling passenger reservations, computing fares, processing tickets for sale and refund, receiving and tagging

baggage, issuing boarding passes, attending to passengers requiring assistance to and from the aircraft, processing weight and balance flight load forms, processing waybills and manifests for shipment of freight, express, etc., processing claims for lost cargo or baggage, transmitting load messages, flight operations times, runway reports and weather observation reports and any other related duties. Customer Service Agents may also be used to assist in sales-related functions.

- 4.02.01 Notwithstanding the above, the Union recognizes that other positions outside the scope of the Agreement exist which may perform similar duties as part of their total job function.
- 4.02.02 In the event that a classification is modified, combined or a new classification covered by this Agreement is created by the Company, the Company will determine the rate of pay which shall be in reasonable relationship with the rate of pay for other classifications. The Company agrees to advise the Union accordingly. Should any disagreement arise out of discussion between the Company and Union with respect to such rate, the Union may file a grievance within thirty (30) days claiming that the rate of pay is not in relationship with the rate of pay of other classifications. In the event the grievance is not resolved, it may be processed to arbitration as per the terms of the Agreement.
- 4.02.03 The Company may require employees to perform security screening at certain stations.

ARTICLE 5 - RATES OF PAY

- 5.01 Employees shall receive an hourly rate of pay 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 A training period of not more than four (4) weeks at the first twenty-six (26) week rate may be required before the first twenty-six (26) week pay period begins to run out. Scheduled advancement in pay within the salary scales established by this Agreement shall be upon the first day of the pay period following completion of service of each period.

5.04 Rates of Pay

Months of Service	Effective July 1, 1997		Effective July 1, 1998		Effective July 1, 1999	
	Hourly Rate	Annual Equivalent	Hourly Rate	Annual Equivalent	Hourly Rate	Annual Equivalent
0 - 6	9.52	19,856	9.85	20,544	10.19	21,253
6 - 12	10.70	22,137	11.07	23,089	11.46	23,902
12 - 18	11.55	24,090	11.95	24,924	12.37	25,800
18 - 24	12.33	25,717	12.76	26,614	13.21	27,552
24 - 36	13.14	27,406	13.80	28,366	14.08	29,367
36 - 48	14.15	29,513	14.65	30,556	15.16	31,619
48 - 60	14.82	30,910	15.34	31,995	15.88	33,121
> 60	15.52	32,370	16.08	33,497	16.62	34,665

5.05 Shift Premiums

5.05.01 A premium of fifty cents (50¢) per hour will be paid for shifts starting on or after 1900 hours but before 0800 hours.

5.05.02 A premium of fifty cents (50¢) per hour will be paid for split shifts. This premium will be paid in addition to any applicable premium provided for under Article 5.05.01.

5.06 **Pay Errors** - A pay error resulting in a shortage on an employee's pay cheque in the amount of one hundred dollars (\$100) or more will be rectified and paid within three (3) working days of receipt of notice of such error. Errors or overpayments of less than one hundred dollars (\$100) will be rectified and paid on the next regular pay cheque.

A pay error resulting in an overpayment of more than one hundred dollars (\$100) on an employee's pay cheque will be rectified by payroll deduction made in equal deductions over six (6) consecutive pay periods and, except for the residual balance, each deduction will be not less than fifteen dollars (\$15) or such larger amount as requested by the employee. Prior to any such deduction, the employee

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will be advised in writing of the error together with the number of deductions to be made, the amount of each deduction and when the deductions will commence. Overpayments will not be deducted from an employee's time bank unless authorized by the employee. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.

ARTICLE 6 - HOURS OF WORK, WORK SCHEDULES AND SUB-SCHEDULES, MEAL AND REST PERIODS, SHIFT TRADES

6.01 Hours of Work

- 6.01.01 The standard work week shall average forty (40) hours in any seven (7) calendar day period. This Article does not constitute a commitment by the Company to providework and it is further recognized that employees working part-time or temporary may work less than an average of forty (40) hours during the seven (7) calendar day period. Where it is not practicable to relieve employees two (2) days in seven (7), the number of days off in a complete shift cycle shall not be less than two-sevenths (2/7) of the total number of days in the cycle. The Company will grant consecutive days off.
- 6.01.02 The standard work day shall be eight (8) consecutive hours. However, it is recognized that where the standard working day is not practicable a more desirable schedule may be developed by mutual agreement of the Station Manager and a majority of 50% plus one of the affected employees. Nevertheless, any shifts/schedules must average a forty (40) hour week and not result in a reduction or increase of staff, or result in less meal or rest periods as per the standard shift on a prorated basis.
- 6.01.03 In the interest of the economic operation and viability of a station which employs less than five employees, excluding temporary employees, it may be necessary to implement shifts that deviate from this Article. Such shifts will only be introduced where no viable alternative exists and after full discussion with the local Union representative and station employees.

Notwithstanding the above should the Union propose a shift schedule that meets the Company's requirements at no additional cost such shift will be implemented.

6.02 Work Schedules and Sub-Schedules

- 6.02.01 In the event it becomes necessary to revise or establish work schedules or sub-schedules, the Company shall initiate meetings with the Union at each

station for the purpose of reviewing the levels of staff requirements and discussing such work schedules or sub-schedules. These meetings will normally commence at least four (4) weeks prior to the implementation of the schedule(s). The schedule(s) developed at these meetings will be published and posted not later than two (2) weeks prior to implementation.

- 6.02.02 Work schedules may contain sub-schedules related to specific groups of employees by function(s). Sub-schedules developed for part-time employees are to be developed separately. In addition, a separate sub-schedule will be developed for relief coverage when such coverage is included in the staff requirements established pursuant to Article 6.02.03.
- 6.02.03 In dealing with the question of work schedules or sub-schedules, it is the responsibility of the Company to establish the staff requirements at various periods. When establishing staff requirements, the Company will take into account relief coverage resulting from known employee absences such as vacation and training. In order to determine the required distribution of staff, the Company shall, at the first meeting, present the levels of staff requirements in detail for each period of thirty (30) minutes of the work day at each station.
- 6.02.04 To ensure there is an understanding of the desires of the employees as well as the operational requirements of the Company, work schedules or sub-schedules shall be established only after full discussion, including discussions of alternate work schedules as applicable, has taken place between the Company, the local Union representative and the employees at the station. If acceptance is not achieved, employees will work a shift schedule selected by the Company from those proposed until such time as another suitable schedule can be devised and majority acceptance achieved.
- 6.02.05 **Shift and Work Schedule Alterations** -Whenever an existing work schedule or sub-schedule is revised in accordance with the foregoing provisions with the result that shifts are added or deleted, employees will be allowed to bid their choice of schedule in their function and status according to their seniority. Vacant positions in the cargo function schedule will be filled by the most senior volunteer in the status who has received the necessary training.
- 6.02.05.01 An employee's shift starting time may be changed with a notice period of forty-eight (48) hours, and his/her days off may be changed with a notice period of fourteen (14) days for the following reasons:
1. changes to flight schedule
 2. increases or reductions in staff

3. time off for Union business
4. health and safety meetings
5. leave of absence
6. sick leave
7. where overtime or other coverage cannot be obtained
8. to coincide with the times of the training class in which the employee is participating. Travel to/from the training will not result in a change with travel time outside an employee's scheduled shift being handled in accordance with Article 7.05.

It is understood that the above notice period may be reduced by mutual agreement between the Company and the employee whose shift is being changed. In the event overtime or recall is required as a result of the Company not having sufficient notice that the requirement is necessary, part-time employees will only be used after full-time employees have been canvassed to provide the necessary coverage.

6.02.05.02 When an employee's scheduled days on/days off are altered or an employee's scheduled shift or scheduled shift starting time is altered, and when final new work schedules or sub-schedules are introduced, the employee will not be debited for the time lost but will be credited at straight time with any time gained on account of the change or alteration.

6.02.05.03 Notwithstanding the notice periods provided for in Article **6.02.05.01**, the employee(s) in the sub-schedule established for relief coverage pursuant to Article **6.02.02** may have their shift starting time or days off changed with a notice period of fortyeight (48) hours provided the reason for such change is one of those included in Article **6.02.05.01** or Letter of Understanding No. 2 - L2.04. This notice period may be modified by mutual agreement between the employee and his/her manager.

6.03 Meal Periods

6.03.01 Employees shall be entitled to a thirty (30) minute meal period on Company time.

6.03.02 In the event an employee is requested by a supervisor to waive a meal period due to a requirement of the service, or where the authority of a supervisor cannot be obtained to work a meal period, the employee may elect to have the meal period rescheduled during the balance of the shift or receive a time and one-half credit in lieu thereof, or with the concurrence of management, terminate the shift early by the amount of time equal to the scheduled meal period.

- 6.03.03 In stations where an employee(s) desires a longer meal period, this may be provided when there is mutual agreement between the Company and the employee(s). In the event there is agreement to extend the meal period beyond thirty (30) minutes, only thirty (30) minutes shall be considered as time worked.
- 6.03.04 Any employee required to work beyond, or prior to, his/her regular shift will be granted a ten dollar and fifty cents (\$10.50) meal claim after two (2) hours worked with additional seven dollar and fifty cents (\$7.50) meal claim payable for each additional four hours worked.
- 6.03.05 Employees who report to work a recall on a scheduled day or who work more than ten (10) hours, inclusive of meal and rest periods, on a scheduled day off will be granted an additional meal period of thirty (30) minutes on Company time and will be paid a meal allowance as described in Article 6.03.04.
- 6.04 Rest Periods
- 6.04.01 Employees shall be entitled to two (2) rest periods on Company time of fifteen (15) minutes each in each full scheduled day.
- 6.04.02 In the event an employee is requested by a supervisor to waive a rest period due to a requirement of the service, or where the authority of a supervisor to work a rest period cannot be obtained, the employee may elect to have the rest period rescheduled during the balance of the shift, or receive an overtime credit in lieu thereof or, with the concurrence of management, terminate the shift early by the amount of time equal to the scheduled rest period.
- 6.04.03 Employees who work at least four (4) hours overtime consecutive with their shift will be granted a rest period of fifteen (15) minutes on Company time during that four (4) hour period.
- 6.04.04 Employees who report to work a recall will be granted a rest period of fifteen (15) minutes on Company time during each four (4) hours of work.
- 6.04.05 If an employee will not have eight (8) 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 eight (8) hours have elapsed without any time debit or alternatively if the Company requires the employee to report for duty for the next scheduled shift then the difference between the actual time he/she was free from duty and the eight (8) hours he/she should have been free from duty shall be paid at time and one-half.

- 6.04.06 If an employee does not have eight (8) hours free from duty between leaving work and prior to the start of overtime preceding the next scheduled shift, then the difference between the actual time he/she was free from duty and the eight (8) hours he/she should have been free from work shall be paid at time and one-half.
- 6.04.07 Article 6.04.05 and 6.04.06 shall not apply where employees have agreed to shift schedules containing quick changes.
- 6.05 Shift Trades**
- 6.05.01 Employees may arrange for another employee to work their shift subject to the supervisor's approval, consistent with the following:
- 6.05.0 .01 Other than in exceptional circumstances, advice of the trade will be provided to the supervisor in writing twenty-four (24) hours in advance, and will be signed by the employees involved.
- 6.05.0 .02 All time credits for the scheduled shift will be credited to the employee who was scheduled to work the shift as though he/she had worked the shift.
- 6.05.01.03 Overtime worked prior to or following a traded shift and premium credits on a holiday, in accordance with Article 7, and Article 13 respectively, will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 6.05.01.04 Company sick leave provisions will apply to the employee who agreed to work the shift and only to the amount provided for in such regulations.
- 6.05.01.05 All recall credits will be credited to the employee who is recalled.
- 6.05.01.06 All time debits will be deducted from the employee who agreed to work the shift.

ARTICLE 7 - OVERTIME RECALL TRAINING AND TRAVEL. TIME BANK. TIME-OFF. TIME RECORD

7.01 Authorization

- 7.01.01 No overtime or recall shall be worked except on authorization of proper management personnel. In cases where prior authority cannot be obtained, or an employee is unable to complete a transaction with a customer, or to

complete his/her accounts either within his/her scheduled shift or prior to the termination of his/her established recall, the overtime or the time worked in excess of the established recall shall be reported to management.

When overtime is needed to be worked it shall be divided as equitably as possible amongst the employees qualified to do the work. For overtime requirements immediately following a scheduled shift which are anticipated to be less than four (4) hours in duration, those employees who are working the scheduled shift shall have priority over those employees who are not, provided the employee is qualified to do the work.

7.02 Overtime and recall shall be voluntary except where requirements of the service dictate otherwise.

7.03 Overtime

7.03.01 All time worked by an employee in accordance with Article 7.01 which is outside and consecutive with his/her scheduled shift will be considered as overtime and paid at time and one-half rates.

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

7.04 Recall

7.04.01 If an employee works any time not consecutive with his/her scheduled shift, the employee shall be credited with a minimum of four (4) hours at time and one-half rates.

7.05 Training and Travel - For the purposes of the following, training will be that training provided by the Company which is considered mandatory. Travel will be that travel required in order for the employee to attend such training. If training is considered by the Company to be voluntary, it will be identified as such when it is first offered by the Company; otherwise it will be considered mandatory. Training identified as voluntary, and travel for such training, will be on the employee's own time and expense.

7.05.01 Any assigned overtime which arises out of training or travel will be considered as time worked and will be banked or paid out accordingly. The Company will endeavour to schedule training in such a manner as not to interfere with an employee's regular days off, subject to Article 7.05.03. Where training does interfere with an employee's regular days off, the Company will endeavour to

reschedule the days off owing to the employee immediately following the training. However, where the above is not possible, the rescheduled days off will be scheduled in accordance with the wishes of the employee, subject to the availability of replacement staff, if required. Where the day(s) off are not rescheduled, the employee will receive additional credits consistent with the provisions of Article 7.05.02.

7.05.02 An employee who travels and/or attends training outside of their scheduled shift shall be entitled to receive the following credits:

- i) If the employee is travelling by air, travel time will be based on the scheduled departure time and the actual arrival time of the flight(s), including connection time and a combined total of one (1) hour for pre-flight and post-flight ground time, subject to the minimum four (4) recall credit under Article 7.04.
- ii) Training time, including meal and rest periods on a day off will be credited at a minimum of eight (8) hours at the applicable rate.

In no event shall an employee lose regular pay as a result of training and travel for the purpose of attending training on a regular scheduled day. In addition, no employee will be required to travel, train and work at their regular duties on the same day nor will an employee be required to travel back to their station and work at their regular duties on the same day for a total time in excess of their scheduled shift. However, should an employee agree, any hours involved which are in excess of the employee's scheduled shift will be credited at time and one-half rates.

7.05.03 When various training dates are available for required training outside an employee's station, employees will be allowed their choice of dates in order of seniority. Notwithstanding the above, such choice will only be permitted where replacement staff, if required, are available at regular rates of pay. An employee who has been transferred into a station after the selection of available training dates has occurred will not interfere with the employee choices already made and such employees will be offered the dates which remain available.

7.05.04 The Company will designate the hotel(s) that employees will utilize, including mode of transportation used, while away from base on training. However, in the interest of accommodating employee desires, a different hotel other than that designated by the Company may be used provided that the total cost of such accommodation, including transportation and applicable taxes, does not

exceed sixty-five dollars (~~\$65~~) per day. All expenses must be substantiated by receipts.

7.06 Time Bank

7.06.01 Subject to the provisions of this Article, all time worked as overtime and/or recall and time credits resulting from general holidays will, at the employee's option, and at the time of each occurrence, either be credited to a time bank at the applicable rate or if paid out at that time or a later date will be paid at straight time rates. For example, if an employee works four hours overtime he/she may choose to bank six hours to be taken off, or to be paid out as six hours at straight time rates.

7.06.02 Credits in the time bank will be subject to the following provisions:

- i) The maximum hours in the time bank, including time bank which may be converted to vacation or used for Family Care Leave, cannot exceed one hundred and twenty (~~120~~) at any given time;
- ii) Any time bank hours which are paid out rather than taken as time off will be paid at the employee's current applicable hourly rate. Payment shall occur within approximately thirty (~~30~~) days of receipt of written request from the employee;
- iii) Time bank credits are not transferable from one employee to another.

7.06.03 When requesting vacation dates under Article **14.07**, an employee may designate time from their time bank to add to their vacation in order to have their vacation period cover all of the scheduled work days in the shift cycle. Such additional time will be considered vacation days and will be handled accordingly except that it will not increase the number of blocks in which the employee may split their vacation in accordance with Articles **14.05.01** and **14.05.02**. The time to be deducted from the time bank will be the number of scheduled hours in the work days involved and such hours must be present in the employee's time bank at the time the vacation is requested. The deduction of hours will take place at the time the employee is awarded their vacation and will reflect the number of hours involved. Any discrepancy between the number of hours deducted and the actual number of hours involved will be deducted or credited following the employee's vacation.

For example, an employee on a ~~6/3~~ shift rotation who requests a vacation block of fourteen (~~14~~) calendar days would normally have that vacation end following the fifth working day of the second set of six (~~6~~) days on during the

fourteen (14) days. This employee would be permitted to bid a fifteen (15) calendar day vacation by designating eight and one-half (8 1/2) hours (1 day x 8.5 hours) from their time bank thus ending their vacation on the first day off following the second set of six (6) days on. Similarly, an employee requesting a vacation block of twenty-one (21) calendar days would normally have that vacation end following the third working day of the third set of six (6) days on during the twenty-one (21) days. This employee would be permitted to bid a twenty-four (24) calendar day vacation by designating twenty-five and one-half (25 1/2) hours (3 days x 8.5 hours) from their time bank thus ending their vacation on the first day off following the third set of six (6) days on.

7.06.04 No later than August 15, an employee may advise the Company that they are converting hours from their time bank into a maximum of fourteen (14) calendar days vacation to be taken in the following year in accordance with Article 14. The time deducted from the time bank will be the number of hours required to cover the additional vacation.

7.06.05 Time bank credits may also be used by an employee for Family Care Leave in accordance with Article 11.09. For the purpose of Family Care Leave, an employee may borrow forty (40) hours from the time bank. Hours borrowed must be replaced by December 31 of each year or outstanding hours owing will be deducted from the first pay period of the following year, unless other mutually acceptable arrangements have been made with the Company in writing.

7.07 Time Off

7.07.01 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 calendar days, nor will two (2) or more requests result in the employee being granted time off for more than thirty (30) consecutive calendar days.

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

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

7.07.04 Time off on a General Holiday will be granted in accordance with the provisions of Article 13.07.

7.08 Time Record

7.08.01 The Company will post a listing on appropriate bulletin boards showing the following information on a monthly basis for each employee in the station:

- employee's name
- employee's number
- overtime
- undertime hours
- time bank balance

7.08.02 The time record list will be posted no later than ten (10) calendar days from the end of the month and will include a cumulative total of overtime/recall worked during the quarter.

ARTICLE 8 - RELIEF, SPECIAL AND TEMPORARY ASSIGNMENTS

8.01 Special Assignments

8.01.01 An employee who accepts a temporary assignment to represent the Company outside his/her workplace shall be reimbursed for all expenses incurred for meals, transportation, accommodation, and other expenses subject to prior approval.

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

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

8.02 Outside Scope

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

8.02.02 An employee who accepts a temporary assignment to work in a position not covered by this Agreement shall be limited to a total of six (6) months in that

position. During any such assignment, the employee shall not be subject to the rights provided for in Articles 6, 7 and 13. Requests by the Company for an extension due to extenuating circumstances may be granted subject to mutual agreement by both parties.

- 8.02.03** As provided for in Article 6.02, during manpower discussions at stations where employees regularly accept temporary assignments in positions not covered by this Agreement, the Company will, where possible, provide for additional manpower in the employee work force at those stations in an attempt to reduce the impact on the remaining employees.
- 8.02.04** The Company will advise the employee in writing, copy to the Union District Chairperson, of any temporary assignment.
- 8.02.05** Employees who accept a temporary assignment will not be required to be directly involved in the formal discipline of any other employee.

ARTICLE 9 - PRORATION

- 9.01** A person being hired into a classification covered by this Agreement will be required to serve a Probationary period of six (6) months from date of employment. The probationary period shall not be extended due to annual vacation or training.
- 9.02** A person entering into a classification covered by this Agreement will be required to serve a probationary period as described in Article 9.01.
- 9.03** In the event that a probationary employee is absent from work for any reason, excluding regularly scheduled days off, for more than seven (7) calendar days during the six-month probation period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 9.04** The Company reserves the right to make decisions regarding the termination, retention or work assignments of any employee at any time during the probationary period. It is understood that the discharge of a probationary employee can be based on a lesser standard of just cause than that for an employee who is outside probation, should generally be at the discretion of the Company and should only be modified where the Company has acted in an arbitrary, discriminatory or a bad faith manner.
- 9.05** Employees in their probationary period will not be entitled to layoff and recall rights.
- 9.06** Time served as a temporary employee will be applied against the probationary

period provided there is no break in employment greater than thirty (30) consecutive calendar days. Periods less than thirty (30) consecutive calendar days will be handled consistent with Article 9.03.

ARTICLE 10 - SENIORITY, STAFF REDUCTIONS, RECALL FROM LAYOFF

- 10.01 **Purpose** - Seniority shall be established on a system basis within Canada and shall date from an employee's permanent entry into this Agreement.
- 10.02 A probationary employee's seniority shall not be exercised except as provided for in this Collective Agreement.
- 10.03 In cases where employees were hired on the same day, the sequence of seniority shall be determined by drawing lots.
- 10.03.01 In cases where the above factors will not determine the position of the seniority list, the position will be jointly determined by the Company and the President of the local union.
- 10.03.02 Date hired, as it related to Article 10.03, means the first day that the employee commences employment. That day is the first day for which an employee is credited with time worked for pay purposes and the time spent in training shall be considered as time worked.
- 10.04 **Seniority List** - Shall be prepared, corrected, amended and published in the following manner:
- 10.04.01 Not later than March 1 of each year, the Company shall prepare and post at each station a complete seniority list.
- 10.04.02 The list shall be posted and kept open for requests for corrections up to and including March 30.
- 10.04.03 It shall be the sole responsibility of each individual employee to examine the list and make written request (2 copies) for any correction during the posting period.
- 10.04.04 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 not later than May 31 as amendments to the annual seniority list. The amended seniority list shall become effective on June 1.

- 10.04.05 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.
- 10.04.06 In the event it is not possible to finalize a request for correction in the stipulated period, the correction will be withheld pending a discussion between the Company and the Union at the headquarters level and the correction, if mutually agreed upon, will become effective as of the date of posting of the last amended annual seniority list.
- 10.04.07 As soon as possible following September 1, but not later than September 15 of each year, the Company will issue an addendum to the seniority list showing all those employees who were hired subsequent to the original posting.
- Corrections to the addendum will be made in accordance with Article 10.04.08.
- 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.
- 10.05 Seniority shall be retained and accrued during:
- 10.05.01 Absence due to layoff for a period of less than thirty-six (36) months.
- 10.05.02 Sickness or accident.
- 10.05.03 **Authorized** leave of absence (subject to Article 11.04.04) or furlough without **pay**.
- 10.05.04 Suspension without pay.
- 10.06 **Retention and Non-Accrual of Seniority**
- 10.06.01 An employee permanently appointed to a job not covered by the Agreement shall retain but not accrue seniority for a period of nine (9) months.

10.07 **Loss of Seniority** - An employee shall lose seniority and his/her 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 subject to Article 10.10.08.01.
- 10.07.05 Is absent for three (3) consecutive days without a valid reason acceptable to the Company.
- 10.07.06 When permanently appointed to another job outside the Agreement for a period of more than nine (9) months.
- 10.07.07 When retired.

10.08 Company personnel outside the scope of the Agreement retaining seniority and who are considered by the Company as unsuited to the assignment, or who, within the first nine (9) months, express their desire in writing, to return to their previous classification, will be returned at the discretion of the Company. However, this action by the Company will not result in a layoff of permanent staff for a period of up to three (3) months.

10.09 **Staff Reduction at a Station** - will be made in accordance with the following:

- 10.09.01 Staff reductions at a station will be made in reverse order of seniority within the affected status only after all temporary employees in both statuses and then all probationary employees within the affected status have been terminated. When staff reductions are anticipated, all employees who may be affected will be issued the questionnaire in Appendix 1. The questionnaire will include, if eligible and subject to L. O. U. #3, a notice of the employee's right to:
 - fill a vacancy or bump a junior employee in the other status in the employee's station in accordance with Article 10.09.01.01;
 - accept layoff with recall rights in accordance with Article 10.09.08;
 - terminate their employment in accordance with Article 10.11;

- bump a junior employee in any status in any station in accordance with Articles **10.09.05**, **10.09.06** and **10.09.06.01**;
- fill a vacancy in another station in accordance with Articles **10.09.02**, **10.09.03** and **10.09.04**.

Within **five (5)** calendar days of receipt of notice and questionnaire the employee must advise the Company of his/her desired **alternative(s)**.

- 10.09.01.01** A redundant employee, whether full-time or part-time, may elect to fill a vacancy which exists in the station in the other status. Such vacancies shall be filled by the redundant employee or by an employee in the station who has, in accordance with Article **12**, requested a transfer to the vacancy, whomever **is** the most senior. Should no vacancy exist, the employee may bump a junior employee in the other status in the station **except** where a more senior employee in the station has, in accordance with Article **12**, requested a transfer to the status of the most junior employee. In such case, the more senior employee will have their transfer **actioned** and, provided the employee accepts the transfer, the most junior employee in the station will then be the employee to be declared redundant.
- 10.09.02** The Company shall determine *if* there are any vacancies for permanent employees at other stations in Canada. If any vacancies exist, the employees affected at the station where the reduction occurs will be given twenty-one **(21)** calendar days notice of layoff and commencing with the most senior redundant **employee(s)** in the status, in order of seniority, shall be offered the vacancies. The employees must then advise within five **(5)** calendar days of the notice of layoff if they will accept relocation. However, if there **is** a more senior employee who has requested a transfer to that vacancy in accordance with Article **12**, the Company will first action the transfer request before offering the vacancy to a redundant employee. It **is** understood that the provisions of **LOU #7** relating to Company paid moves only applies to a redundant employee who accepts a relocation to a permanent vacancy at another station.
- 10.09.03** An employee who **is** being relocated to another station in accordance with Article **10.09.02**, shall be given up to twenty-one **(21)** calendar days **from** date of acceptance to report to the new station. The employee shall continue to work at his/her original station until such time as **he/she** effects the move.

- 10.09.04 If an employee chooses to relocate to another station in accordance with Article 10.09.02, expenses shall be paid as per Article 19.06.
- 10.09.05 If no vacancy exists or the employee is not successful based on his/her seniority, or the employee does not accept a vacancy, the employee will have the right to bump a junior employee in any status in any station. The questionnaire issued in accordance with Article 10.09.01 will specify the station(s) where the junior employees are employed and the status of those employees.
- 10.09.06 In the event the employee elects to exercise his/her bumping right, the employee must report to his/her new station within twenty-one (21) calendar days from the date of notice which shall include three (3) calendar days travel time. In all cases of bumping, the employee will pay his/her own expenses but space available transportation shall be provided. In any event, the employee will be placed on layoff status effective on the calendar day following the notification in Article 10.09.05 pending reporting to the station into which he/she has bumped.
- 10.09.06.01 In the event the employee elects to exercise his/her bumping right to a position for which a more senior employee has requested a transfer in accordance with Article 12, the request of the more senior employee will be actioned prior to actioning the bump.
- 10.09.07 Questionnaires returned to the Company within the time limits will be honoured in order of seniority as to first choice of the selected alternative(s).
- 10.09.08 If the employee cannot be accommodated in accordance with his/her request, chooses not to bump or does not have bumping privileges, the employee shall be advised he/she is being placed on layoff status effective the twenty-second (22nd) calendar day following his/her original notification and will be subject to recall.
- 10.09.09 In any event, any employee affected by staff reduction(s) or who receives a questionnaire in accordance with Article 10.09.01 will be advised of his/her circumstances within fourteen (14) calendar days following original notification.
- 10.09.10 Any employee declared redundant at his/her station as a result of being bumped by a more senior employee will be permitted to exercise his/her seniority rights in accordance with Article 10.09.01.01 or 10.09.05.

- 10.09.11** Notwithstanding the notice requirements in Articles **10.09.02**, **10.09.03**, **10.09.06**, in the case of a third party labour relations dispute, sudden cessation of work caused by an Act of God or any other cause over which the Company has no control, the requirements of notice stipulated herein shall not apply. When station employees are laid off due to such work stoppages or any other cause over which the Company has no control, such station employees will receive any days off due them on a pro rata basis prior to their being placed on laid-off status.
- 10.09.12** It is understood that all bumping procedures will be completed and the layoff effected within twenty-eight (28) days from the initial layoff notice. The Company and Union will meet in advance of the layoff to jointly expedite the process.
- 10.10** Recall **From** Layoff - will be in accordance with the following:
- 10.10.01** An employee who has been laid off may select recall to any station in either or both full-time or part-time status. The employee may also indicate that they wish to be offered a temporary vacancy at any station.
- 10.10.01.01** In the event the Company plans to staff a new station, employees on layoff will be notified as promptly as possible in order that the employee(s) may select recall to that station in advance of any of the resulting vacancies being filled.
- 10.10.02** Employees, when laid off, must file their address with the Manager, Station Administration and keep him/her notified of any subsequent change of address. The Company shall provide the employee with an acknowledgement of such notification and a copy shall be forwarded to the Union headquarters.
- 10.10.03** Recall to a station shall be in order of seniority, subject to a more senior employee requesting a transfer pursuant to Article **12**. Temporary vacancies will be offered in accordance with LOU **#2.02**.
- 10.10.04** In the case of employees being recalled from layoff, notice of vacancy shall be sent by registered mail to the most senior laid off employee who has requested recall to a station where a vacancy has occurred and Articles **10.10.05**, **10.10.06** and **10.10.07** shall apply. Article **10.10.08** will apply to an offer of a temporary vacancy.
- 10.10.05** The notified employee must advise the Company within seventy-two (**72**) hours after having received the notice if he/she wishes to accept the recall.

The employee shall reply by registered mail and the advice shall be directed to the person who originated the notice of vacancy.

- 10.10.06 The Company will respond in writing to the employee's advice of acceptance of recall with either a confirmation of the recall or notice that a more senior employee was awarded the position. An employee who is recalled must report for duty within fourteen (14) calendar days from receipt of this notification.
- 10.10.07 Failure to comply with Articles 10.10.02, 10.10.05 and/or 10.10.06 above will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent **loss** of all rights and privileges. If, due to exceptional circumstances, an employee fails to comply with Articles 10.10.02, 10.10.05 and/or 10.10.06, such cases will be subject to special consideration by the Company and the Union, at the headquarters level.
- 10.10.08 In the case of an employee being offered a temporary vacancy, the offer and response may be verbal. If the employee declines, the Company will provide the employee with written confirmation, copy to the Union District Chairperson for the employee's station. If the employee accepts, written confirmation will be provided in accordance with LOU #2.08 and LOU #2.09.
- 10.10.08.01 If a laid-off employee accepts an offer of a temporary vacancy, the employee will be considered to have been recalled to work. However, the employee will be returned to layoff status at the end of the temporary vacancy and **will** not have the right to bump. In addition, and for the purposes of Article 10.07.04, the date of return to layoff status will be considered the commencement of layoff for the employee. Acceptance or declination of a temporary vacancy **will** have no effect on the employee's request for recall to a permanent vacancy or their request to fill a subsequent temporary vacancy.
- 10.11 If staff reductions occur at a station, the employee may elect to terminate his/her services with the Company rather than take layoff status. In such cases, the employee shall receive severance pay of two weeks pay per year of service or proration thereof.
- 10.12 Copies of all correspondence and questionnaires related to Article 10 shall be sent to Union headquarters.
- 10.13 The applicable questionnaire, as referred to herein, is described in the Appendices to the Agreement and shall form part of this Agreement.

ARTICLE 11 - LEAVE OF ABSENCE AND SICK LEAVE

11.01 Leave of Absence - General

- 11.01.01 Any leave of absence granted in accordance with Company regulations and which is not provided for in this Collective Agreement shall be subject to the conditions of Article 11.02.
- 11.01.02 The approval of a leave of absence will not result in any changes to approved vacation calendar divisions or dates.
- 11.01.03 An employee returning from a leave of absence shall return to the position held immediately prior to the commencement of the leave, subject to Article 10 and except as provided for in Article 11.01.05.
- 11.01.04 An employee who engages in other employment while on leave of absence shall be terminated unless the employee has received specific permission for such from 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 and to Union headquarters.
- 11.01.05 An employee who is eligible for and is offered a transfer or a change of status while on any leave of absence or who is away due to illness/injury or court appearance shall be subject to the following:
- 11.01.05.01 An employee on any leave of absence, except an employee on Maternity Leave, Child Care Leave or away due to illness/injury or court appearance, who accepts the offer will be required to terminate his/her leave early and report to his/her new and/or for his/her new status. An employee who wishes to continue his/her absence will decline the offer in accordance with the provisions of Article 12.03.04.
- 11.01.05.02 An employee on Maternity Leave, Child Care Leave or away due to illness/injury or court appearance who indicates he/she will return to work within thirty (30) calendar days following a staff requirement under the provisions of Article 12, will be offered such vacancy and, if he/she accepts, will be expected to report to his/her new station and/or for his/her new status in accordance with the provisions of Articles 12.03.08 and 12.03.09. An employee who declines such offer will do so in accordance with the provisions of Article 12.03.04.

11.01.05.03 An employee who indicates he/she will not return to work within the thirty (30) calendar days will be bypassed subject to Articles 11.03.08, 11.04.05 or 11.08.07.

11.01.05.04 Requests for leave of absence will not be entertained prior to six months in advance of requested time off.

11.02 Personal Leaves of Absence

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

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

Short Term: More than thirty (30) calendar days but not exceeding one hundred and twenty (120) calendar days.

Long Term: More than one hundred and twenty (120) 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. However, requests made with less notice may be considered and granted by the Company if no other valid requests have been received.

11.02.04 When two or more requests for leaves of absence cover all or part of the same time period, they shall be considered in the order of short-term first and then long-term, and will be approved in order of receipt.

11.02.05 Approval of leaves of absence shall be in writing stating the date the leave is to commence and terminate. Once approved, an employee's leave may not be cancelled if relief is available at the station.

11.02.06 During a leave of absence, an employee will retain and accrue seniority for up to one hundred and twenty (120) calendar days and will retain all seniority rights regardless of the length of the leave. Any adjustment of the employee's seniority date will be in accordance with Article 10.04.08.

11.02.07 Company service will not continue to accrue during the leave of absence. Employees will not earn vacation hours during the leave and will not be

credited with service for the purpose of advancing to a higher vacation earning rate or advancement on the incremental pay scale.

- 11.02.08** A limited continuation of a leave may be granted but only subject to obtaining written permission from the Company.
- 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/her 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.
- 11.02.10** When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.
- 11.02.11** Failure on the part of an employee to return to duty on termination of a leave of absence will be considered as resignation without notice, subject to extenuating circumstances.
- 11.02.12** Copies of all correspondence relating to Article 11.02 will be forwarded to the Union District Chairperson.

11.03 Maternity Leave

- 11.03.01** Maternity Leave of absence without pay shall be granted to employees in accordance with the following:
- 11.03.02** Female employees who have completed six (6) months of continuous service are entitled to a leave of absence (maximum of seventeen (17) weeks) without pay for maternity purposes.

This leave may commence anytime from eleven (11) weeks before the estimated delivery date or any shorter period as the employee may request.
- 11.03.03** The employee must request her leave of absence in writing, accompanied by medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty, four (4) weeks prior to the date he/she intends to commence such leave.

- 11.03.04** If the employee is unable to return to work after the expiration of her originally requested leave due to medical reasons relating to the birth, the employee may be entitled to up to a further six (6) weeks leave, without pay, provided she has a medical certificate.
- 11.03.05** A pregnant employee who is unable to perform an essential function of/her job, and for whom no appropriate alternative job is available, may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.
- 11.03.06** The employee is required to give her supervisor written notice of the date she intends to return to work at least two (2) weeks prior to her actual return.
- 11.03.07** Employees may continue their health benefit coverage and R.R.S.P. contribution during the period of maternity leave by providing postdated cheques to the Payroll Department to cover the amount of their premiums.
- 11.03.08** The employee shall be reinstated in her former position subject to Article **10** and Article **12**. An employee whose valid application for transfer to change of status has not been actioned due to her absence for maternity leave will be offered the next vacancy in the requested status and station. If, during the period of leave, there is a staff reduction at the station and the employee would be affected, the employee shall exercise her rights in accordance with Article **10**.
- 11.03.09** 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 an employee who has completed six (6) months of continuous employment, in accordance with the following:
- 11.04.02** Any leave of absence granted under this Article **11.04** shall not exceed twenty-four (**24**) weeks. 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 twenty-four (**24**) weeks.
- 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 commence:
- a) on the expiration of maternity leave of absence
 - b) on the day the child comes into her actual care and custody.
- 11.04.03.02 Male Employee- The leave shall commence:
- a) on the expiration of a maternity leave of absence taken by the female employee
 - b) on the day the child is born
 - c) on the day the child comes into his/her actual care and custody.
- 11.04.04 It shall be the responsibility of each employee to provide at least four **(4)** weeks notice in writing to the Company indicating the approximate commencement and termination date of the leave.
- 11.04.05 The employee shall be reinstated in his/her position subject to Article 10 and Article 12. An employee whose request for transfer, change of status has not been actioned due to absence for child care leave will be offered the next vacancy at the requested station. If, during the period of the leave, there is a staff reduction at the station and the employee would be affected, the employee shall exercise his/her rights in accordance with Article 10.
- 11.05 Leave for Court Appearances**
- 11.05.01 An employee subpoenaed to attend a criminal proceeding for jury duty, a Coroner's Inquiry or any judicial inquiry into the Company's operations shall be granted leave of absence. Compensation at his/her current salary will be paid by the Company less any fees received as a result of such witness or jury attendance.
- 11.06 Leave For Union Business**
- 11.06.01 Any employee elected or appointed to a full-time position (to a maximum of two (2) years) with the Union necessitating a leave of absence may, subject to the Company's operational requirements at the time, be granted a leave of absence without pay. Requests for such leaves shall be made thirty (30) calendar days prior to intended commencement. The Company shall be notified at least thirty (30) calendar days prior to an employee's return from such approved leave. Such employee will continue to accrue seniority and may exercise this seniority on return from the leave of absence.

11.07 Bereavement Leave

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 with pay. Such leave will normally commence on the date of death.

11.07.01.01 Immediate family is defined as spouse (including common-law spouse and same-sex partner), children of employee and spouse.

11.07.02 When a death occurs in the family of an employee, the employee shall be granted bereavement leave up to three **(3)** calendar days with pay. Such leave will normally commence on the date of death.

11.07.02.01 Family is defined as parents of employee and spouse, brothers and sisters of employee and spouse, grandparents of employee and spouse, grandchildren of employee and spouse, and includes other relatives residing with the employee. Spouse will include common-law spouse and same-sex partner.

11.07.03 In the event of the death of an employee's aunt or uncle, the employee will be granted one **(1)** day leave without loss of pay to be taken on the day immediately following death or for attendance at the funeral, provided either of the above occur on the employee's scheduled working day.

11.07.04 Bereavement leave may be extended without pay on the approval of the department manager should circumstances warrant.

11.08 Sick Leave

11.08.01 For the purpose of this Article, a sick day shall mean the period of scheduled working days during which an employee is unable to report for duty as a result of sickness or injury while off duty and during which period he/she is paid as outlined herein.

11.08.02 On January **1** of each year, employees who have completed their probationary period shall be entitled to eighty **(80)** hours sick leave with pay for the current year. Probationary employees are entitled to forty **(40)** hours sick leave during the probationary period. Following the probationary period they are entitled to five-sixths (5/6) of a day for each month remaining in the calendar year in which the probationary period occurs.

- 11.08.03 The sick leave bank will be deducted by the corresponding number of hours for each working day an employee is off sick. Payment of any sick leave may require substantiation if requested by the Company.
- 11.08.04 An employee is not eligible for sick days in cases where the Company Weekly Indemnity, Long-Term Disability, Workers' Compensation Plan, or automobile accident insurance plans apply. Where payment of an employee's Weekly Indemnity, Workers' Compensation or automobile insurance claim is delayed, the employee will receive regular pay for the period of the delay, provided the employee assigns payment of their claim for such period to the Company. To ensure regular pay continuation, employees will cooperate in meeting benefit plan requirements for filing claims for all such benefits.
- 11.08.05 One-half (1/2) of the unused portion of an employee's yearly sick leave allowance shall be cumulative to a maximum of eighty (80) hours which may be carried forward to the following year.
- 11.08.06 Part-time employees accumulate sick leave hours on a pro rata basis. This proration will be based on the hours quoted in the offer letter for the first calendar year of employment and on the total regular hours worked the preceding year for each successive year. As of February 15, of each year, part-time employees shall be notified in writing of their sick leave entitlement for the current year.
- 11.08.07 An employee whose valid application for transfer or change of status has not been actioned due to sick leave, will be offered the next vacancy at the requested station.
- 11.08.08 Employees who misuse sick leave shall be subject to disciplinary action.
- 11.08.09 Sick leave benefits will not be withheld as a form of discipline for work performance deficiencies or other non-related matters.

11.09 Family Care Leave

- 11.09.01 An employee who is required to attend to the care of a sick or injured family member or in the event of a family emergency shall be granted, on short notice, up to five (5) days leave per year without pay for such purpose. The employee requiring such leave will endeavour to provide as much notice as possible and will provide a written statement upon return to work indicating which family member was sick or the nature of the family emergency. Loss of pay for the time required will be offset to the extent allowed by the provisions of Article 7.06.05.

11.12 **Domestic Violence** - The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline for such absence if the absence can be linked to the abusive or violent situation. An employee is expected to make every reasonable effort to notify the Company in advance of such absence requirement. Absences which are **not** covered by sick leave or disability insurance will be granted as absent with permission without pay for a limited duration which will not be extended for more than three (3) months, except in extenuating circumstances.

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

12.01 **Transfers** - will be made in accordance with the following:

- 12.01.01 An employee wishing to transfer from one station to another station or to another status in their station will make his/her request in accordance with Article 12.02.
- 12.01.02 When a **permanent** vacancy occurs at the requested station the employee will be transferred provided that:
 - 12.01.02.01 **No** employee(s) with greater seniority wish to relocate, bump, or accept recall in accordance with Article 10.
- 12.01.03 It is recognized that the requirement for bilingual **services** exists at certain Air Nova stations. A language requirement will be considered a required qualification for positions at those stations. Subject to language qualifications, selection will be based on the seniority of the employees whose applications have been received prior to the vacancy occurring.
- 12.01.04 All personal expenses incurred resulting from such transfers will be borne by the employee.
- 12.01.05 Free air transportation will be provided as outlined in the Company Manual, Free and Reduced-Rate Transportation, to employees and their immediate families when the employee is transferring between stations.
- 12.01.06 The employee shall be granted, on request, up to three (3) working days off, without pay, prior to reporting for duty at the new station.

12.02 Requests shall be initiated by the employee, in writing, on the appropriate form, in accordance with the following:

12.02.01 The request will be prepared in four (4) copies and will be distributed as follows:

Original - Manager, Human Resources
First Copy - Employee's Supervisor
Second Copy - Union District Chairperson
Third Copy - Employee's Retention

12.02.02 The original must be forwarded by Registered Mail - Canada Post. If a stoppage of work, either complete or partial, occurs in the postal service and such stoppage affects the forwarding of the forms provided in Article **12.02**, the Company will arrange with the Union, at the Headquarters level, for an alternate means of processing the forms. Any such arrangement will be bulletined to all employees and will terminate on the resumption of postal service.

12.02.03 The request will be acknowledged, in writing, to the employee concerned with copy to Union Headquarters.

12.02.04 Failure on the part of the employees to forward the request in accordance with Article **12.02.02** will render the request invalid.

12.02.05 Errors or omissions in the completion of the form may also render the request invalid, subject to joint agreement between the Company and the Union, at the Headquarters level.

12.03 Subject to Articles **11.01.05** through **11.01.05.03**, subsequent action to requests shall be in accordance with the following:

12.03.01 Withdrawal- If the employee desires to withdraw his/her request at any time prior to a transfer or change of status being offered, he/she may do so in writing in accordance with Article **12.02.01** and **12.02.02**.

12.03.02 Offer - The Company may elect to offer recall, transfers, changes of status or changes of classification in excess of the number of positions to be filled. Such offers shall be considered conditional based on the acceptance or declination of offers made to more senior employees. The Company representative offering the transfer or change of status shall provide the employee, from the time of verbal or written notification, with not less than

twenty-four (24) hours to respond to the offer. Recall offers will be handled in accordance with Articles 10.10.04 and 10.10.05.

- 12.03.03** Acceptance - An employee accepting a transfer, change of status or change of classification will be required to signify his/her acceptance in writing to the Company representative offering the transfer, change of status or change of classification. Recall acceptance will be in accordance with Article 10.10.05.
- 12.03.04** Declination - An employee declining to accept an offer of recall, transfer, change of status or change of classification will be required to signify his/her declination in writing to the Company representative offering the recall, transfer, change of status or change of classification. The declination shall constitute a withdrawal of request and the employee shall be restricted from submitting a new request for a period of ninety (90) days from the date of his/her declination.
- 12.03.05** Confirmation - The Company representative offering the transfer or change of status will confirm the acceptance or declination in writing to the employee with copies to the Union Headquarters and the employee's Union District Chairperson. Confirmation of recall will be in accordance with Article 10.10.06.
- 12.03.06** Reversion - An employee accepting the recall, transfer, change of status or change of classification when it is made available to him/her, and this having been confirmed as per Article 12.03.05 or 10.10.06, will not be eligible to withdraw or decline, unless mutually acceptable to the Company and the Union, at the Headquarters level. If the reversion is accepted, the employee shall be restricted from submitting a new request for a period of twelve (12) months. In the event a reversion is not mutually acceptable to the Company and the Union, at the Headquarters level, the employee may elect to take furlough without pay with recall rights only to the base to which he/she was placed on furlough except that in the event of a subsequent staff reduction that would have affected an employee had he/she not been on furlough, the employee will be returned to work and granted his/her rights under Article 10. If the reversion is acceptable or if the employee elects to take furlough, the supervisor will confirm the reversion or furlough in writing to the employee with copies to the Company and Union Headquarters and the Union District Chairperson. If the employee is placed on furlough he/she shall be returned to the first vacancy at his/her station and Articles 10.10.04 through 10.10.07 shall apply.
- 12.03.07** An employee transferring under the provisions of Article 12.01, changing status to another station or changing classification to another station will be

given twenty-one (21) days notice before effecting the transfer, change of status or change of classification. Employees who are recalled will report in accordance with Article 10.10.06.

- 12.03.08 When an exception to the notice in Article 12.03.07 is desired by Management or the employee, the Union District Chairperson or his/her designated alternate will be consulted before transfer dates are finalized.
- 12.03.09 All requests described in Article 12 shall be considered active for one (1) year from the postmark date of the original application.
- 12.03.10 An employee who still desires to change his/her station or status prior to the end of the year for which his/her application was active will have to submit a renewal request in writing.
- 12.04 A permanent employee may file a request at any time during his/her employment, subject to Article 12.03, provided that he/she has completed his/her probationary period.
- 12.05 In the event the Company plans to staff a new station, employees will be notified as promptly as possible in order that the employee(s) may submit their requests in advance of any of the resulting vacancies being filled.

ARTICLE 13 - GENERAL HOLIDAYS

- 13.01 The following holidays, time credit, or equivalent time off will be provided to all employees with at least thirty (30) days of service:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Civic Holiday (as proclaimed by the municipality where the employee works)

- 13.02 Employees who are hired by the Company during the calendar year will be entitled to general holidays at the rate of one (1) holiday for each of the general holidays which occurs during the balance of the year following the date the employee commences employment. Eligibility for any general holiday with pay arises when an employee has completed thirty (30) calendar days of active employment with the Company prior to that general holiday.

- 13.03 To be eligible for a day in lieu of a general holiday, an employee must be employed at the time of the holiday. **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 general holiday that occurs during such period.
- 13.04 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. Failing such notice, the employees will be entitled to work as scheduled.
- 13.05 If required to work, the employee is entitled to his/her normal day's pay plus time and one half for hours worked.
- 13.06 If the holiday falls on the employee's scheduled day off, a holiday with pay (8 hours) is granted at another time by mutual agreement, or the employee may be paid eight (8) hours at time and a half instead of taking the day off.
- 13.07 If the employee is scheduled to work, but is not required to work, the employee is entitled to his/her regular pay.
- 13.08 All overtime or recall on a holiday, as outlined in this Article, will be paid at double time rates.

ARTICLE 14 - VACATIONS

14.01 General

- 14.01.01 Vacation leave will be taken in consecutive days. Vacation leave is not cumulative and will be taken during the calendar year immediately following the period for which it is granted unless special circumstances warrant otherwise as per Company policy.
- 14.01.02 A vacation week is seven (7) consecutive calendar days, no matter what shift an employee is working.

14.02 Entitlement

- 14.02.01 Annual vacations, with pay, shall be earned in one (1) vacation year and taken in the following vacation year in accordance with the following schedule:

<u>Length of Service</u> (as of Dec. 31 in any year)	<u>Vacation Earned</u>
less than 1 year	1 calendar day for each twenty-six (26) calendar days of service
1 through 2 years	14 calendar days
3 through 9 years	21 calendar days
10 years and greater	28 calendar days

The extra week of vacation earned during the years in which the employee's third and tenth anniversaries occur will be prorated to the number of months following the anniversary date in that year.

- 14.02.02 For each holiday listed in Article 13 which falls within an employee's vacation, the employee will receive a day off with pay added to that vacation block or at a mutually convenient time.
- 14.02.03 Employees on a Maternity Leave of Absence or on a Child Care Leave shall not have their vacation entitlement reduced for the following year providing such leave is in accordance with Articles 11.03 and 11.04. Any extension to Maternity Leave shall be subject to a prorated vacation entitlement in accordance with Company regulations.
- 14.02.04 Employees who are returned from furlough or recall from layoff will have their vacation entitlement prorated for the calendar year following return or recall in accordance with Company regulations.
- 14.02.05 Employees who have been absent due to illness/injury (including Workers' Compensation), shall accumulate their vacation entitlement for a maximum of one (1) year following the commencement of the illness/injury.

14.03 Selection

- 14.03.01 At each station, calendar divisions and dates will be allocated in order of seniority.
- 14.03.02 Employees who fail to designate their choice of calendar division(s) or request their vacation dates prior to the times described in Articles 14.05 and 14.06.01 will be assigned calendar division(s) or dates, as the case may be, after all other employees in that station have been assigned.

- 14.03.03 Employees possessing the greatest seniority will have preference as to the selection of vacation calendar division(s) and dates, except that employees who have transferred, relocated, exercised bumping privileges, or have been recalled from layoff, or returned from furlough after August 31st of each year, shall not affect the vacation calendar division(s) selected by less senior employees; such employee, however, will have the right to exercise his/her seniority in the selection of vacation dates in the assigned available calendar division provided that, if applicable, the calendar divisions utilized in the employee's new station matched those utilized in his/her previous station and/or provided that the deadline for the selection of vacation dates has not expired.
- 14.03.04 Company personnel who enter into the scope of the Agreement and who have not taken the vacation earned in the previous year will be assigned calendar division(s) after all employees in the station have been assigned their calendar division(s) and will select their vacation dates in accordance with Articles 14.03.01 and 14.07.01.

14.04 Vacation Calendar Divisions

- 14.04.01 The calendar divisions will be a full calendar year or consecutive months divided into quarters as follows:

Quarters:	First Quarter	January February, March
	Second Quarter	April, May, June
	Third Quarter	July, August, September
	Fourth Quarter	October, November, December

14.05 Split Vacations

- 14.05.01 An employee with a vacation of two (2) calendar weeks may elect to take vacation in two (2) blocks. The calendar division and date of the second block will be allocated in the same way as the first, only after all the original seniority process of allocating vacation periods and dates has taken place.
- 14.05.02 An employee with a vacation of three (3) calendar weeks or more, may elect to take vacation in three (3) blocks. The calendar division and date of the third block will be allocated in the same way as the first, only after all the original and secondary seniority process of allocating vacation periods and dates has taken place.

- 14.05.03 An employee with a vacation of four (4) calendar weeks or more, may elect to take vacation in four (4) blocks. The calendar division and date of the fourth block will be allocated in the same way as the first, only after all the original, second and third seniority process of allocating vacation periods and dates have taken place.
- 14.05.04 Employees who elect to split their vacation will indicate their intent to split, together with the number of blocks and length and seniority preference for each block, at the time they designate their choice of calendar division(s) provided for in Article 14.03.03 or, when the calendar division is a full calendar year, at the time they select their dates in accordance with Article 14.06.01.
- 14.05.05 It is recognized by the parties to this Agreement that restrictions on the selection of vacation times may be necessary. Any restrictions on vacation dates must be declared by the station management prior to the employees selecting their calendar division(s).
- 14.05.06 Vacation restrictions are undesirable and should be avoided where possible.
- 14.05.07 Where practicable, the scheduled days off of employees will not be considered in the application of restrictions.
- 14.05.08 Vacation dates or calendar division(s) will not be exchanged between employees without prior approval of the station management and the Union District Chairperson or his/her designated alternate.
- 14.05.09 When an employee's vacation falls while he/she is on sick leave or is receiving disability benefits, or is away due to Court appearance, the employee may take vacation with pay or any part thereof which is displaced at a later, mutually agreed time.
- 14.05.10 Notwithstanding the provisions of Article 14.05.08, when an employee's displaced vacation has not been taken as of December 31 of each year, the employee will receive pay in lieu of that vacation.

14.06 Entitlement

- 14.06.01 Employees will be advised of their entitlement, including entitlement arising from the application of Article 7.06.04, and will be requested to designate, in writing, the calendar division(s) during which they desire to take the next year's vacation. The designation may indicate the first, second, third or fourth

choices and shall be made prior to September 1st of each year subject to Article 14.05.04.

- 14.06.02 Not later than September 15th of each year, the Company will post, at each station, a list of the calendar divisions assigned.
- 14.06.03 The vacation of the employee concerned must fall within the assigned calendar division except that the vacation may extend into an adjacent calendar division, in which case the extension shall be for not more than five (5) calendar days and shall not interfere with the selection of employees who have been assigned vacation in that calendar division.

14.07 Dates

- 14.07.01 Each employee will request vacation dates, in writing, not later than eleven (11) weeks prior to the commencement of his/her assigned calendar division, subject to Article 14.05.03. The request may indicate the employee's first, second or third choices.
- 14.07.02 Not less than eight (8) weeks prior to each calendar division, the Company will post on appropriate bulletin boards, an approved list of vacation dates. When requested by the employee, vacation dates will be assigned in conjunction with his/her scheduled days off. However, the Company shall have the sole right to alter the dates of an employee's vacation up to eight (8) weeks prior to the dates established, provided that the calendar division originally selected is observed and the vacation dates are not advanced to an earlier date. The employee will be advised in writing with a copy to the Union District Chairperson.

14.08 Waiting List

- 14.08.01 Vacation periods which become available will be offered to employees who are on a waiting list in order of seniority and, once accepted, will become their assigned calendar division(s) or dates.

14.09 Vacation Pay

- 14.09.01 Vacation pay will be the employee's regular rate of pay during the vacation period, or will be equal to two percent (2%) of wages as defined by the Canada Labour Code, during the period the vacation was earned for each seven (7) days of entitlement, whichever is the greater pay.

- 14.09.02 In the event the vacation entitlement is prorated, each multiple of seven (7) days will be paid in accordance with Article 14.09.01 and fractions of seven (7) days will be prorated at the rate of one-seventh (1/7th) of two percent (2%) for each day or paid at the employee's regular rate of pay, whichever is the greater pay.
- 14.09.03 Employees who leave the service of the Company for any reason are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of service.
- 14.09.04 Laid off employees who fill temporary vacancies will be paid their applicable vacation pay on each pay.

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 he/she believes he/she has the basis of a grievance, he/she will meet with local station management with a view to resolving the matter.
 - 15.01.02 If the employee fails to resolve the matter through the provisions of Article 15.01.01, or if he/she elects to bypass the provisions of Article 15.01.01, he/she may ask his/her District Chairperson to enter into informal discussions with management at his/her station on his/her behalf with a view to resolving the matter prior to initiating a grievance. The employee may elect to accompany the District Chairperson at all such meetings or he/she may elect to have the District Chairperson enter into such discussions in his/her absence.
- 15.02 **Grievance Procedures**
 - 15.02.01 Grievances initiated at the Step 1 level under this Article shall be initiated by the Union District Chairperson and only after the required informal discussion(s) provided for in Article 15.01.02.
 - 15.02.02 Throughout the grievance procedure the Union shall be given the full opportunity to present evidence and make representation.

15.03 Step 1 - Local Level

- 15.03.01** Following the last informal discussion, the Union District Chairperson 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 District Chairperson. The Company shall have seven (7) calendar days to render a decision in writing from the close of the hearing. Failing answer or satisfactory adjustment within the above time limits, the grievance may be submitted to the Union Headquarters for appeal to the Step 2 level.

15.04 Step 2 -Corporate Level

- 15.04.01** An appeal from Step 1 must be lodged by the Union at the Headquarters level within seven (7) calendar days of receipt of the Company's decision at Step 1.
- 15.04.02** 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 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.
- 15.04.03** 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.
- 15.04.04** The Company shall have seven (7) calendar days to render a decision in writing from the close of the hearing.

15.05 Unresolved Grievances

- 15.05.01** If a decision rendered at the Step 2 level is not satisfactory and the grievance deals with a case of alleged misinterpretation or violation of this Agreement, the matter may be taken to arbitration in accordance with the provisions of Article 17.
- 15.05.02** At the Step 2 level, if the Company fails to hold the hearing in the manner set forth in Article 15.04, or render a decision within the specified time limits, the grievance may be appealed to arbitration, if the Union so wishes, in accordance with the provisions of Article 17.

15.06 Time Limits

- 15.06.01 If the 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 level decision.
- 15.06.03 All reference to calendar days, in this Article only, 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. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.

15.08 Correspondence

- 15.08.01 All correspondence under this Article shall be copied to the District Chairperson and the Union Headquarters.
- 15.08.02 Appeals being lodged in accordance with Article 15.03 shall be directed to the management representative designated by the Company, The Union District Chairperson shall be advised, in writing, of the management representative so designated and of any changes thereto. Appeals being lodged in accordance with Article 15.04 shall be directed to the Manager, Human Resources, and copied to the Manager, Station Administration.

ARTICLE 16 - DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES

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

16.01.0 I 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 investigation may involve any of the employees, or others, as deemed necessary by the Company.

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

16.01.02 Disciplinary And Discharge Action

16.01.02.01 No employee shall be disciplined or discharged without 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/her right to have a Union representative present, the alleged offence, and that discipline or discharge action is being contemplated.

The foregoing will not preclude the Company from initiating discipline or discharge action without such prior discussion in those instances where the employee or Union representative or designate is not reasonably available.

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

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

16.01.02.05 Implementation of a Suspension Without Pay shall be initiated immediately following investigation. The employee **has** the right to appeal under Article **16**.

16.01.02.06 Where discharge is considered, the employee may be held out of service with pay, pending investigation, in order for the Company to consider all the factors involved. Within five (5) days, the Company shall complete its investigation and shall advise the employee, in writing, that he/she is discharged or that some lesser penalty is imposed, or that he/she is completely exonerated.

16.02 Appeal Procedures

16.02.01 If the employee feels he/she has been unjustly dealt with, he/she shall have the right to initiate an appeal or to request the Union to initiate an appeal on his/her behalf under this Article. Throughout the procedures the employee shall have the right to be represented by the Union. The employee may, however, handle the matter on his/her own behalf if he/she so desires, including arbitration, in accordance with such special procedures as may be arranged between the employee and the Company. In such cases, the employee shall have to assume all fees and expenses involved in the process, including arbitration, which the Union would have otherwise assumed.

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

16.03 Step 1 - Local Level

16.03.01 Each appeal must be lodged in writing, within seven (7) 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 seven (7) 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**, **15.04.03** and **15.04.04**.

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

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

16.05 Unresolved Appeals

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

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

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 herein above shall be exclusive of Saturday, Sunday 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.

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 at the Step 2 level in the position of the Union. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.

16.08 Correspondence

- 16.08.01** All correspondence under this Article shall be copied to the employee concerned, the District Chairperson and the Union Headquarters unless the employee Concerned advises the Company that he/she wishes to proceed by handling the matter on his/her own behalf as provided for in Article **16.02.01**.
- 16.08.02** All correspondence to an employee concerning discipline in the form of Suspension Without Pay shall remain on the employee's personal file for a period of three (3) years from the advice in writing as provided for in Article **16.01.02.04**, subject to Article **16.08.05**.
- 16.08.03** In the event the Suspension Without Pay is modified through either the appeal or arbitration procedures, the original advice will be removed from the employee's personal file and replaced with the final decision, unless such decision is to exonerate the employee, in which case all correspondence will be removed.
- 16.08.04** Provided that no subsequent correspondence of a disciplinary nature is added to the employee's personal file in the three (3) 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 three (3) year period has expired, whichever is the later.
- 16.08.06** When correspondence of a disciplinary nature is removed from the employee's personal file, the circumstances that led to the discipline shall not be referred to in relation to any subsequent disciplinary action.
- 16.08.07** Appeals being lodged in accordance with Article **16.03** shall be directed to the management representative designated by the Company. The Union District Chairperson and the employees shall be advised, in writing, of the management representative so designated and of any changes thereto. Appeals being lodged in accordance with Article **16.04** shall be directed to the Manager, Human Resources.

ARTICLE 17 - ARBITRATION

17.01 Any dispute not settled in Article **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 When written notice of arbitration is given by either the parties to this Agreement, each shall within ten (10) days of receipt of Notice of Intent, provide the other party with the name(s) of an arbitrator for the purposes of mutual agreement.

17.02.02 Should the parties fail to agree upon the selection of an arbitrator within five (5) days of receipt of the proposed name(s), the Federal Minister of Labour shall be empowered to appoint an arbitrator.

17.02.03 The decision of the Arbitrator shall be final and binding on the Union, the grievor and the Company.

17.02.04 Except as provided in Article **16.02.01**, the cost of the Arbitrator shall be shared equally between the Company and the Union. If the cost of the Arbitrator is subsidized, then the remaining costs shall be shared equally between the parties.

17.03 Board of Arbitration - in the event that either party wishes to use a Board of Arbitration the following shall apply.

17.03.01 The party receiving the Notice of Intent shall within ten (10) days appoint its nominee to a Board of Arbitration.

17.03.02 A Board of Arbitration hereinafter referred to as the Board, shall be established when required and shall consist of one (1) member appointed by the Union, one (1) appointed by the Company and one (1) Chairperson appointed by agreement between the appointees of the Union and the Company failing such agreement, by the Minister of Labour, at the request of either nominee.

17.03.03 In the event that a member of the Board resigns, dies or otherwise is unable to remain a member of the panel, the party who appointed him/her or, in the case of the Chairperson, the other two appointees shall replace him/her as soon as possible in the same manner as set out herein above.

- 17.03.04** The expenses incurred by the Board Chairperson shall be borne equally by the parties. Each party will assume the expenses incurred by its own nominee.
- 17.03.05** A majority decision shall constitute the decision of the Board but failing a majority, the decision of the Chairperson shall govern. A decision of the Board shall be final and binding on the Union, the grievor and the Company.
- 17.04** The Arbitrator/Board shall have jurisdiction to consider only grievances as properly submitted under the terms of this Agreement including determinations on their arbitrability.
- 17.05** The Arbitrator/Board shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to adjudicate any matter not specifically referred to the Arbitrator/Board.
- 17.06** At any hearing held throughout these arbitration procedures the Union and the Company shall have the right to be represented before the Arbitrator/Board by any person(s) whom they may choose or designate.
- 17.07** The Union and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross examine witnesses.
- 17.08** The Arbitrator/Board shall make every effort to render a decision with the minimum of delay, but in no case more than thirty **(30)** calendar days from the date of final hearing.
- 17.09** An Arbitrator or an Arbitration Board, constituted under the provisions of this Agreement, may dispose of any discharge or disciplinary grievance in a manner considered just or equitable under the circumstances, but shall not have the authority to deprive a reinstated employee of any of such employee's attained seniority.

ARTICLE 18 - UNION-MANAGEMENT COMMUNICATIONS

18.01 Data to be Supplied to Union

- 18.01.01** All orders to an employee involving a permanent change in location, classification, promotion, demotion, dismissal, layoff, disciplinary or discharge action, leave of absence, shall be stated in writing, in advance of the change, where possible, with copies to the District Chairperson.

18.01.02 The Company shall supply to the Union Headquarters, on a quarterly basis, an address list of all employees in the bargaining unit.

18.02 Letters of Understanding

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

18.03 Union-Management Committee

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

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

18.03.03 At the station, meetings will be held each month. Those employees on duty at the time of such meetings may attend, with pay, subject to service pressures.

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

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

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

18.04 Time Off • Union Business

18.04.01 The Company recognizes the importance of prompt handling of Union business, such as handling of grievances throughout the process, negotiating

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

- 18.04.01.01** Where Union Headquarters requests time off for employees to attend pre-scheduled educational training, the Company shall, subject to service pressures, ensure those employees so designated will be released from duty. Union Headquarters shall request such time off from the Company at the Headquarters level and such requests to the Company shall afford as much notice as possible.
- 18.04.02** 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/she may be replaced on an overtime or recall basis.
- 18.04.03** In accordance with its Constitution and by-laws, the Union may select from its membership, the following representatives:
- Local Committee- District Chairpersons and Vice-chairpersons
 - Bargaining Committee- Up to **3** members
 - Union-Management Headquarters Committee - District Chairpersons or their designated alternates
 - Uniform Committee- **2** members
 - Health and Safety Committee- **2** members
- 18.04.03.01** The Union will select the above representatives and notify the Company in writing of such appointment and of any subsequent changes.
- 18.04.03.02** Committee members will suffer no loss of pay for time spent in meetings with management representatives.
- 18.04.03.03** AS need be, the Union representatives mentioned above and the external Union representative, when required to meet with Company management

representatives, shall be entitled to free transportation to and from such meetings on a business priority over Company lines and in accordance with Company policies.

18.04.03.04 When attendance at meetings can be accomplished during normal working hours, there will be no loss of pay for such attendance. This would include, but not be limited to, local grievance and discipline meetings and district meetings.

18.04.03.05 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, and 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.

18.04.03.06 Employee **Introduction** - This includes the local Union representative at the station addressing new employees in order to cover the following: introduction to Union officers with whom the employee will be coming in contact, objectives of the Union's constitution, outline of the Union's structure and history, Rand Formula and check off, application of the Collective Agreement, Government legislation applicable to Union operation, and question and answer period. The presentation will be scheduled so as not to disrupt service.

18.05 In the event that the Company changes ownership or merges with another Company the representation rights of this Union shall be maintained until a final determination is made under the Canada Labour Relations Board, if required.

18.06 **Bulletin Boards**

18.06.01 The Company will provide a bulletin board at each station for the legitimate business use of the Union.

18.07 **Technological Changes**

18.07.01 The Company and the Union agree that in the event of technological change the Canada Labour Code provisions pertaining to technological change will apply.

18.08 Health and Safety

18.08.01 The Company, the Union and the employees agree to promote work practices which will ensure the health and safety of all employees.

18.08.02 Health and Safety Committees

18.08.02.01 The Company, the Union and the employees recognize the respective obligations pursuant to the Canada Labour Code - Part II Occupational Safety and Health.

18.08.02.02 A Joint Health and Safety Committee of **two (2)** representatives of each party as outlined in **18.04.03**, shall be formed. The Committee shall meet on a regular basis at least as required by law and as mutually agreed to examine operations from the standpoint of safety.

18.08.02.03 The Company shall post and keep posted in a conspicuous place or places where it is likely to come to the attention of the employees, the name of the Health and Safety representatives.

18.09 Paid Education Leave

18.09.01 The Company agrees to pay into the CAW Local **2213** Paid Education Leave Fund, a sum equivalent to twelve **(12)** minutes monthly per employee based on the average hourly rate of each employee. Such monies will be paid annually on September **1** of each year to the following address: CAW Leadership Training Fund, **205** Placer Court, Willowdale, Ont. **M2H 3H9**. The purpose of this fund is to upgrade employee skills in **all** aspects of trade union functions.

18.09.02 The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay for up to twenty-three **(23)** days class time as required by the Union, plus travel time where necessary, said leave of absence may be **intermittent** over a twelve **(12)** month period from the first day of leave. Employees **on** said leave **of** absence will continue to accrue seniority and benefits during such leave.

ARTICLE 19 - GENERAL PROVISIONS

19.01 Human Rights

- 19.01.01 No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.
- 19.01.02 Employees will **not** suffer any harassment or discrimination by the Company and/or the Union, or any officer or agents acting on their behalf, with respect to terms and conditions of employment on the grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, political affiliation, family status, disability or conviction for an offence for which a pardon has been granted, all of which are subject to the exceptions provided under the Canadian Human Rights Act.
- 19.01.03 The Company and the Union recognize an employee's right to a working environment which is free of harassment on any of the prohibited grounds of discrimination as set out in the Canadian Human Rights Act and as described in the foregoing.
- 19.01.04 For the purpose of this provision, "harassment" means any singular or repeated comment, gesture or conduct which can be reasonably inferred as relating to a prohibited ground of discrimination and which is:
- (a) unwanted or may reasonably be considered as unwanted; and
 - (b) offensive, humiliating, abusive, threatening or which has adverse effects on an individual's employment.
- 19.01.05 Complaints and/or grievances involving allegations of harassment will be handled with all possible confidentiality.
- 19.01.06 No reprisal shall be made against an employee because they have filed a complaint of harassment except where a false charge has been made with malicious intent.

19.02 Uniforms

- 19.02.01 The wearing of uniforms shall be in accordance with published Company regulations. The conditions of payment shall be in accordance with Articles 19.02.02 and 19.02.03 between the Company and the employees. Prior to the introduction of any new uniform or of any changes to an existing uniform, the

Joint Uniform Committee shall meet to discuss the style, colour and material of the uniform, its components and accessories, the frequency of replacement, and the Company regulations regarding the wearing of the uniform. The recommendations of the Union representatives shall be considered by the Company before making any such changes.

19.02.02 The compulsory uniform items, which shall be on a 50/50 cost sharing basis between the Company and the employees, will be as follows:

1 blazer	(M/F)
1 skirt	(F)
2 pants	(M)
1 pants	(F)
6 blouses/shirts	(M/F) (combination of short and long sleeved)
1 tie/scarf	(M/F)
1 belt	(M/F)
1 overcoat	(M/F)

19.02.03 Employees may buy any of the following additional optional pieces, on a yearly basis, at a 50/50 cost sharing basis up to the quantities indicated:

1 blazer	(M/F)
1 skirt	(F)
1 dress	(F)
2 maternity dresses	(F)
1 pants	(M/F)
6 blouses/shirts	(M/F) (combination of short and long sleeved)
2 ties/scarves	(M/F)
1 belt	(M/F)
1 vest	(M/F)
1 sweater	(M/F)
1 gloves	(M/F)
1 winter scarf	(M/F)

Employees may buy additional pieces at 100% cost to the employee. Any pieces purchased under this Article will not be considered part of the initial issue.

19.02.03.01 Employees in Labrador may also buy on a 50/50 cost sharing basis a down-filled parka. The Company will pay 50% to a maximum of \$250.00. All new uniform pieces will be in accordance with Article 19.02.01.

- 19.02.03.02 Employees working in the Goose Bay cargo shed will be provided with lab coats and safety boots will be made available on a 50/50 cost sharing basis.
- 19.02.04 If damaged or if wear warrants, the Airport Services Manager may require issue of a replacement piece at 50% cost share basis.
- 19.02.04.01 The Company shall repair or replace, at no cost to the employee, any part of a damaged uniform when such damages were caused while performing duties and not by the negligence of the employee and provided proof thereof is furnished. The employee shall not be liable for the cost of such repair or replacement provided he/she advises the Airport Services Manager of the situation immediately. The Company will decide whether to repair or replace such uniform. Request for reimbursement of such repairs must be substantiated with receipts.
- 19.02.05 A footwear allowance not to exceed one hundred and twenty dollars \$120.00 per annum (January-December) will be provided based on receipts, signed by the Airport Services Manager, indicating prior approval of the footwear.
- 19.02.06 Each employee required to wear a uniform shall be paid a cleaning allowance of thirty dollars (\$30) per month.
- 19.02.07 If the Company introduces a new uniform of different style and/or colour within twenty four (24) months of the introduction of an existing uniform, the Company shall pay the full cost of the initial issue of compulsory items of the uniform change. Customer Service Agents are responsible for the balance owing on the previous uniform including any additional items purchased as per 19.02.03.
- Notwithstanding the above, Customer Service Agents employed after the date of issue shall be responsible for cost sharing of the uniform as outline in Article 19.02.01.
- 19.02.08 If the Company introduces new compulsory uniform items of a different style and or colour within 24 months of the existing issue of compulsory uniform items the Company shall pay the full cost of the initial issue of such items.
- 19.02.09 Notwithstanding 19.02.08 should the Company determine that the item of new style and/or colour may be worn in conjunction with the existing uniform and/or items then new pieces will be voluntary on a 50/50 basis.

- 19.02.10 If the Company introduces a new uniform after 24 months of the introduction of an existing uniform, the balance owing on the previous uniform (initial issue only) will be waived and the Agent will be responsible for cost sharing the total value of the new uniform as outlined in Article 19.02.01.
- 19.02.11 The employee's portion of the uniform cost will be paid for within a twenty-four (24) month period. For the duration of this Agreement the minimum biweekly payment shall be fifteen dollars (\$15). Employees will be advised in writing of the details of their order, including cost, prior to any deductions being made.
- 19.03 Saving Clauses
- 19.03.01 Should any part or provision of this Collective Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 19.03.02 Where the provision of this Agreement are at variance with the Company regulations the former shall take precedence unless mutually agreed.
- 19.04 Copies of Agreement
- 19.04.01 The Company and the Union desire that **all** employees and all levels of management affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of management concerned shall be given a copy of the Agreement and any subsequent changes to the Agreement including Letters of Understanding.
- 19.04.02 As soon as practical, the Company and the Union will agree to a final draft of the Collective Agreement prior to printing. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing will be paid by the Company.
- 19.05 Injury on the Job
- 19.05.01 Employees who are injured at work and who are unable to continue at their job or who are sent home by the Company because of illness shall be paid their regular earnings for the balance of the shift of which the injury or illness occurs, or shall be entitled to sick days as applicable.
- 19.06 **Relocation Policy** - A redundant employee who chooses to relocate to another station as per Article 10.09.02 shall be entitled to a Company paid move to a maximum of \$3,000 or one half of the actual moving costs, whichever is less. |

In the event of the closure of the station the employee shall be entitled to a Company-paid move to a maximum of **\$3,000** or one half of the actual moving costs, whichever is less to continue employment within the bargaining unit.

With respect to all other moves, the employee shall bear all expenses incurred, except that the Company will provide space available transportation on Company aircraft in accordance with Company policy.

The Company further agrees that any increase to the amounts provided under Company policy will be extended to employees covered by this Agreement.

19.07 Employee Benefits

19.07.01 Employees will be eligible for coverage in a group insurance plan arranged by the Company. The cost of the plan premiums will be shared equally by the employee and the Company. The group insurance plan shall consist of the following benefits:

- Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment
- Dental Insurance
- Health Insurance
- Short-Term/Long-Term Disability

19.07.02 Any benefit and/or insurance provided through the group insurance plan shall be as more particularly described and set forth in the respective policies of insurance and benefit plan documents. The specific application and administration of all insurance benefits, and all matters with respect to the group insurance plan, shall be governed by the terms of the contract or contracts with the insurance carrier or carriers.

19.07.03 In the event of a dispute between an employee and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by an employee, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute.

19.07.04 The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) provided the benefits are comparable. In such cases the Company will provide notice to the Union thirty (30) days in advance of an intended change to the plan(s) and will meet with the Union

if requested to provide information concerning the changes and their effects upon the employees.

19.07.05 The Company will issue to each new employee a summary of the employee's benefit plans including a breakdown of the premium costs to the employee. Thereafter, employees will be advised in advance of any changes to the benefit plans and will be provided with an annual breakdown of the premium costs to the employee.

19.07.06 The Company will provide to the Union Headquarters a copy of the applicable employee benefit plans and any changes as they arise, as well as the annual breakdown of premium costs.

19.07.07 It is understood that employees eligible to waive the health and dental insurance as outlined in the Company Benefit Plan, may be required to contribute an additional premium in order to maintain the tax-free status of the income replacement plans, i.e., weekly indemnity and long-term disability.

This additional contribution will be the difference between the employee share of premiums as described in Article 19.07.01 and 100% premium cost for weekly indemnity and long-term disability insurance.

The Company will match this additional contribution by way of an annual contribution to the employee's R.R.S.P. Plan or a lump sum payment prior to January 31 of each year. The employee will choose his/her preferred option and may change this option as of January 1 of each year.

19.08 Pension Plan

19.08.01 It is agreed that all employees covered by the Collective Agreement and upon completion of their probationary period will be eligible for participation in a Registered Retirement Savings Plan as arranged by the Company and hereinafter referred to as the "Plan" and subject to the terms and conditions of the Plan.

19.08.02 Participation for employees hired after October 31, 1997 is mandatory.

19.08.03 The Company and employee will each contribute five percent (5%) of the employee's basic earnings, including vacation pay and time bank withdrawals which are redeemed in the form of time off. Additional voluntary contributions by the employee will be as provided for in the Plan.

19.08.04 During periods of absence due to maternity leave and child care leave, the employee will have the ability to elect to make their regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects this option, the Company will contribute an equal amount on behalf of the employee. In the case of absence covered by Workers' Compensation or Weekly Indemnity Insurance, R.R.S.P. contribution requirements will be as stipulated in the Canada Labour Code.

19.08.05 This arrangement for the Plan will continue for the duration of the Collective Agreement. Notwithstanding, however, **this** arrangement may be reviewed under one of the following circumstances:

- 1) The introduction of new pension legislation having an effect upon the employment relations of Air Nova Inc.;
- 2) A decision by the Company to change to an alternative employee pension/retirement vehicle.

In the event of either occurrence as outlined above in points 19.08.05 (1) or 19.08.05 (2), the Company will provide written notice to the Union thirty (30) days prior to the intended introduction. Following the provision of notice the Company will set meetings with the Union so as to obtain Union input regarding the application and administration of the Plan.

ARTICLE 20 - CHECK OFF

20.01 The Company shall deduct on the payroll for each pay period, as per the Company's designated payroll periods, from wages due and payable to each employee such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.

20.02 The amount to be deducted shall include the initiation fee and shall not be changed excepting to conform with a change in the Union's Constitution.

20.03 Membership in the Union will be available to any employee under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied on the grounds of race, national or ethnic origin, colour, religion, age, **sex**, marital status, language capability or political affiliation.

- 20.04 Deductions shall commence on the payroll for the first applicable pay period of the calendar month following the first date of service in, or training for, a classification covered by this Agreement
- 20.05 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction shall be made from the wages of such employee by the Company on that payroll. The Company shall not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.06 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages due and payable prior to any deductions under this Article.
- 20.07 The amount so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company, not later than thirty (30) 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 shall become effective October 31, 1997 and shall continue in full force and effect until June 30, 2000.~~

21.02 This Agreement shall remain binding upon the parties year to year thereafter, unless notification of termination of the Agreement, or of intended change to the Agreement, is served in writing by either party, such notification to be served no later than within four (4) months prior to the expiry date. In the event that such notice is given, the Agreement will remain in full force and effect until the applicable requirements of the Canada Labour Code have been met.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the 23rd of October, 1997.

For: AIR NOVA INC.

For: NATIONAL AUTOMOBILE AEROSPACE,
TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-
CANADA) AND ITS LOCAL 2213

Winston Clarke
Bob Campbell
Brenda Adams-Chiasson

Greg Spencer
Garry Butler
Donna Kendell
Mary Shortall

LETTER OF UNDERSTANDING # 1
between
AIR NOVA INC.
and the
CAW-CANADA and its LOCAL 2213

Part-Time Employees

- L1.01 The Company will staff its operation with full-time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of part-time employees may be desirable due to varying work loads.
- L1.02 The number of part-time employees in the system will not exceed 30% of the permanent full-time employee group rounded to the nearest whole number.
- L1.02.01 It is agreed that no station shall employ more than twenty five percent of the total number of part-time allowed in the system, rounded to the nearest whole number.
- L1.03 Hours of Work - A part-time employee shall be scheduled for not less than four (4) consecutive hours per day and twenty (20) hours per week including meal and rest periods. Additionally, he/she shall not be scheduled to work more than the maximum consecutive hours in any schedule worked by a full-time employee. He/she shall not generally be scheduled for more than five days in any calendar week. (This does not preclude other shifts based on averaging.) Scheduled days off shall be granted on a consecutive basis.
- L1.04 Overtime and Recall - Part-time employees are eligible to work overtime and recall only after the full-time employees at the station have been canvassed subject to Article 7.01.01, and Article 7.02. Overtime and recall credits shall be at straight time until the total hours in the week exceeds 40 hours, then time and one half will be applicable.
- L1.05 Any temporary vacancy at the station will be offered to part-time employees at the station on a seniority basis in accordance with L2.02.01 (1) but subject to L2.04 (b). The employee must accept the full vacancy.
- L1.06 Holidays- If the part-time is on scheduled day off which falls on the holiday, he/she receives a prorated day off in lieu or pro-rated hours, paid at time and a half, based on the previous 30 days.

- L1.06.01 If the part-time is on a scheduled work day on the holiday and does work, he/she receives a time credit of one and one half (1 ½) times hours he/she actually worked in addition to regular pay.
- L1.07 **Meal and Rest Periods** - One (1) rest period and one half (½) a meal period included in their shift on Company time for shifts of four (4) hours or less. For Shifts of longer than four (4) hours, the breaks **as** applicable for full-time employees apply.
- L1.08 Part-time employees will receive the length of vacation entitlement applicable to their length of service as per article 14.02.01, with pay prorated on the basis of their regularly scheduled hours of work **or** the percentage of wages calculation in Article 14.09, whichever is the greater pay.
- L1.09 Part-time employees will be eligible for the provisions of this agreement unless otherwise excluded herein.

LETTER OF UNDERSTANDING # 2
between
AIR NOVA INC.
and the
CAW-CANADA and its LOCAL 2213

Temporary Vacancies

- L2.01** It is recognized that it is most desirable to staff the Company's operations with permanent full-time/part-time employees; however, occasionally, it may be necessary to employ personnel to fill vacancies of a temporary duration. A temporary vacancy may be filled as provided for in **L2.02**.
- L2.02** Temporary vacancies shall be filled in the following order:
- L2.02.01** 1) From those employees on layoff as per Article 10 or part-time employees at the station based on seniority.
- 2) Utilize a temporary employee to fill the vacancy.
- L2.02.02** Temporary employees will not be used to fill permanent vacancies on a permanent basis.
- L2.03** Temporary vacancies for seasonal increase in business shall be for a period not in excess of ninety (90) calendar days, exclusive of training.
- L2.04** (a) When a temporary vacancy is declared for maternity/child care leave, leave of absence, vacation coverage, sick leave and training or other temporary requirements, the vacancy may be filled until the expiry date granted to the employee. A temporary vacancy shall not be declared for less than **two (2)** days.
- (b) Where full-time employees in the station are not willing to provide the required coverage on an overtime or recall basis, the Company may declare a temporary vacancy for less than two **(2)** days.
- L2.05** The temporary employee shall assume the work rules of the employee he/she is replacing.
- L2.06** In the case of seasonal work, the work rules will be based on the hours of work, i.e., full-time or part-time.

L2.07 Whenever practical, temporary vacancies will be combined as required to enable the development of a relief sub-schedule in accordance with Article 6.02.02. When the combined temporary vacancies are such that a permanent staff requirement is not justified in the Company's opinion, a temporary vacancy may still be declared. However, an effort will be made to combine the temporary vacancies to enable the development of a sub-schedule of between twenty (20) and forty (40) hours per week, consistent with the provisions of Article 6.01.01 and 6.01.02 or L1.02 as applicable, for as long a period as possible. Schedule development under Article 6.02 will include this sub-schedule and this sub-schedule will be made available for bid in accordance with L2.02. In bidding, the sub-schedule must be bid in its entirety as set out in the sub-schedule. The employee filling the sub-schedule will assume the work rules applicable to the hours of work in the sub-schedule, i.e., full-time or part-time.

L2.08 Temporary employees will be eligible for the provisions of this Agreement unless otherwise excluded herein.

- (a) Temporary employees will receive 4% vacation pay on each pay.
- (b) Footwear allowance for temporary employees will be paid after one thousand and twenty (1020) hours of work with subsequent allowances paid on a yearly basis.
- (c) Interruptions in periods of temporary employment of thirty (30) calendar days or less will not be considered in calculating a temporary employee's total or continuous period of service.
- (d) Temporary employees who have been in continuous service for more than six (6) months will not be awarded permanent status unless they have been appointed to a permanent vacancy.
- (e) Temporary employees with at least six (6) months of continuous service, and who meet the conditions set out in the group insurance plan, shall be eligible for benefit plan coverage, with the exception of the Weekly Indemnity/Long-Term Disability Plan and the Registered Retirement Savings Plan, after the same waiting period as other employees.
- (f) Temporary employees with at least six (6) months of continuous service will be eligible for sick leave at the rate of eight (8) hours for each two hundred and eight (208) hours of work to a maximum of ten (10) days in any calendar year.
- (g) Temporary employees will not be eligible for the provisions of Article 10.

- (h) Article 12 -Transfers, will not be available to temporary employees. However, temporary employees may apply for a vacancy which is not filled under the provisions of Article 12 with the vacancy being awarded to the applying temporary employee who is in service, as provided for in© above, and who has accumulated the greatest hours of work. The awarding of the vacancy will be subject to the employee meeting the required language qualification.
- (i) Temporary employees with at least six (6) months of continuous service will also be entitled to receive the same level of free and reduced-rate transportation afforded to permanent employees on Air Nova's system only and will apply directly to the Pass Bureau for such passes.
- (j) Continuous service as a temporary employee will be counted towards vacation entitlement if a temporary employee becomes permanent. However, during the first year in which the employee will be taking vacation as a permanent employee, vacation will be prorated on the same basis as any other employee who is subject to a prorated vacation, based on the time the employee was employed as a permanent employee in the year the vacation was earned.
- (k) General Holiday credits will be handled as follows:
 - If holiday is worked** - the employee will receive their normal day's pay plus time and one-half for hours worked (Article 13.05).
 - If holiday is not worked** - Section 201 of the Canada Labour Code will be applied with the credit being calculated accordingly.

- L2.09** The Company will advise the Union District Chairperson in writing as to the reason and duration of each temporary vacancy and the name of the person filling the temporary vacancy.
- L2.10** Persons filling a temporary vacancy will be advised of their term and conditions of employment in writing, copy to the Union District Chairperson, for each period that they will fill a temporary vacancy.
- L2.11** At the first Union-Management Headquarters meeting each year the Company will provide the Union with a record of the utilization of temporary employees at each station during the previous calendar year.

LETTER OF UNDERSTANDING# 3
between
AIR NOVA INC.
and the
CAW-CANADA and its LOCAL 2213

Bilingual Facility

it is recognized that a requirement that all employees be bilingual exists at the following stations:

1. Bathurst
2. St. Leonard

At the above stations, bumping rights or recall under Article 10 will apply to the most senior employee who is bilingual.

Should a bilingual requirement become necessary at new or existing stations, the Company will consult with the Union with respect to such requirement.

LETTER OF UNDERSTANDING# 4
between
AIR NOVA INC.
and the
CAW-CANADA and its LOCAL 2213

Furlough (Without Pay)

- L4.01** The purpose of this letter is to set forth the terms and conditions that will apply to employees in the event of disruptions to operations as outlined in Article 10.09.1 which causes a reduction in the Company's services.
- L4.02** 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.
- L4.03** 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.
- L4.04** Seniority within each station will be the determining factor as to whom will be kept on duty except that employees may request personal Leaves of Absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary Off-Duty Status and will be subject to the provisions of L4.12, L4.13 and shall remain in effect until the provision of L4.14 become effective. Employees electing for voluntary Off-Duty Status will be advised of the above conditions prior to the leave being granted.
- L4.05** 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.
- L4.06** As soon as possible after implementing the provisions of this letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Unemployment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, and any other relevant information.

- L4.07** An employee who 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 **L4.05** and **L4.06** will be sent to the employee's last known address.
- L4.08** An employee who is out of the station 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/her return to the station, provided his/her seniority is sufficient to retain a work assignment.
- L4.09** No employee's scheduled days on/off will be altered. However, the scheduled shift or scheduled shift starting time of an employee required to work may be altered to conform with major changes in the normal working hours or working requirements at a station. The Company will advise the employee at least twenty-four (**24**) hours in advance of any alteration to his/her work. Such notice may be verbal but written notice will be provided as soon as possible.
- L4.10** There shall be no recall (Article **7.04**) at any station where employees are on O.D.S. except where employees on O.D.S. are not willing to provide the required coverage. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of seniority.
- L4.11** The Company will investigate the possibility of providing training during any reduction in the Company's service. If it is found that training can be provided, all such programs shall be subject to mutual agreement between the Union and the Company, at the Headquarters level.
- L4.12** An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under **L4.04**, upon the date of his/her scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- L4.13** An employee receiving disability insurance benefits will continue to receive those benefits until he/she is scheduled to return to work at which time he/she will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.
- L4.14** 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.
- L4.15** An employee will be allowed a reasonable length of time to return to duty.

**LETTER OF UNDERSTANDING #5
between
AIR NOVA INC.
and the
CAW-CANADA and its LOCAL 2213**

Security Screening

The Parties agree that employees will perform security screening as part of their normal work assignment, at certain stations. Furthermore, the Company may expand this practice to other bases should it be economically viable to do so.

However, the Company agrees that its employees will not perform screening in the event of a legal strike of contracted security screening employees.

APPENDIX 1

AIR NOVA/CAW-CANADA QUESTIONNAIRE

STAFF REDUCTION AT STATION

Employee Name:	Employee Number:
Station:	status:

As a result of a staff reduction, the circumstance which is checked below is applicable to you:

- A staff reduction is occurring at your station in your status. Therefore, it is necessary that you advise of your desired alternatives.
- A staff reduction is occurring at your station in the other status which affects an employee(s) with more seniority. Therefore, it is necessary that you advise of your desired alternatives in the event this results in your being bumped from your present position.
- A staff reduction is occurring at another station(s) which may affect an employee(s) with more seniority. Therefore, it is necessary that you advise of your desired alternatives in the event this results in your being bumped from your present position.

Section 1 outlines the alternatives which may be available to you. To advise of your desired alternatives, complete Section 2 as well as Sections 3 and 4.

Return the completed form no later than five (5) calendar days following the date on which you received it.

SECTION 1 The following are the alternatives which may be available to you:

- A If applicable, fill a vacancy or bump a junior employee in the other status, in your station, as per Article 10.09.01.01; or

Station	status	Station	Status

Station	status	Station	status

SECTION 2 Employee's choice(s) from available alternatives:

In reply to Section 1 of this questionnaire, received by me on _____, I hereby wish to exercise my seniority rights by selecting the following alternative(s): (List alternative "A", "B", "C", "D", "E". in order of preference.)

Order of Preference	Alternative
1 st choice	
2 nd choice	
3 rd choice	
4 th choice	
5 th choice	

If you selected Alternative "A", and in case Alternative "A" is not available, you must also select Alternative "B", "C", "D", or "E". and complete the appropriate section below. Employees selecting Alternative "A" will be accommodated in order of seniority, subject to Article 10.09.01.01.

If you selected Alternative "B", complete the following portion(s). You may list either or both full-time or part-time as the status to which you would accept recall to the station from which you have been laid off. Additionally, you may select other stations for recall. Stations and statuses **are** to be listed in order of preference.

Order of Preference	Station	status
1 st choice		
2 nd choice		
3rd choice		
4 th choice		
5 th choice		
6 th choice		
7 th choice		
8 th choice		
9th choice		
10th choice		

In addition, I wish to be offered a temporary vacancy which may occur during my layoff at the following station(s) and status(es):

Station	status	Station	status

If you selected Alternative "D", complete the following portion. Employees selecting Alternative "D" will be accommodated in order of seniority, subject to Article 10.09.06.01.

Having accepted Alternative "D", bumping, I wish to exercise my bumping rights as follows: (list both stations and statuses in order of preference).

Order of Preference	Station	Status
1st choice		
2nd choice		
3rd choice		
4th choice		
5th choice		
6th choice		
7th choice		
8th choice		
9th choice		
10th choice		

If you selected Alternative "E", complete the following portion. Employees selecting Alternative "E" will be accommodated in order of seniority, subject to Article 10.09.02.

Having accepted Alternative "E", filling of a vacancy, I wish to fill a vacancy as follows: (list both stations and statuses in order of preference).

Order of Preference	Station	status
1st choice		
2nd choice		
3rd choice		
4th choice		
5th choice		
6th choice		
7th choice		
8th choice		
9th choice		
10th choice		

SECTION 3 Verification of employee point of contact.

My correct mailing address is:

Address	
Postal Code	
Phone Number	()

SECTION 4 Employee acknowledgement.

This form was completed by:

Signature

on: _____
Date

FOR COMPANY USE ONLY

Date this form received by Company	
Date employee is placed on layoff or terminated	
Date employee offered vacancy	
Station and Status	
Date employee offered recall	
Station and Status	
Date employee commences working at new station	

NOTE: SEPARATE RECORDS OF TEMPORARY VACANCIES OFFERED ARE TO BE HANDLED BY THE COMPANY IN ACCORDANCE WITH ARTICLE 10.10.08.

OTHER REMARKS

MEMORANDUM OF SETTLEMENT

1. The provisions of this negotiated settlement, which includes all provisions of the previous collective agreement, except those items modified and signed by the parties as of October 23, 1997, or detailed in the following, are subject to ratification by the Union membership which shall be completed as soon as possible. The Union agrees to fully recommend complete acceptance of the tentative agreement to its members. Once ratified, the collective agreement will be effective as of the date of advice of ratification, except as denoted in the collective agreement or as specified herein, and will continue in full force and effect until June 30, 2000, subject to Article 21.02.
2. The negotiated increases to the rates of pay are 4% effective July 1, 1997, an additional 3.5% effective July 1, 1998, and an additional 3.5% effective July 1, 1999.
3. Retroactive pay arising from the increases will be paid to all employees employed as of the date of advice of ratification, including employees on a leave of absence or layoff. Temporary employees will receive retroactive pay for periods worked during the period of retroactivity provided there has been no interruption in continuous employment as provided for in Letter of Understanding No. 2 during the period of retroactivity, whether or not they are covering a temporary vacancy as of the date of advice of ratification but provided they return to employment without an interruption in continuous employment as provided for in Letter of Understanding No. 2. Retroactive pay will include all paid hours and will be paid no later than 45 days following date of ratification. Normal deductions will apply.
4. The new provisions of Article 14.09.04 and Letter of Understanding No. 2 related to the payment of vacation pay during temporary vacancies will be effective commencing January 1, 1998. In the interim, the provisions of the previous collective agreement will apply.
5. The Company and Union agree that anti-harassment training would be a jointly beneficial measure to assist in ensuring an understanding of workplace harassment, its effects and its prevention. As a result, it is agreed that as soon as possible following date of ratification, the Company and Union will discuss and, if possible, agree to a program of anti-harassment training.
6. The Company agrees that one additional positive-space pass on Air Nova's system will be provided each year to permanent employees based in Goose Bay.
7. The Company agrees to declare a permanent vacancy in Deer Lake within fourteen (14) days of advice of ratification.

8. Editorial changes to the collective agreement are subject to mutual agreement.
9. The provisions of this Memorandum form part of the collective agreement and are subject to the provisions of Article 15.

Dated at Halifax, Nova Scotia this 23rd day of October, 1997

For: Air Nova Inc.

Winston Clarke
Bob Campbell
Brenda Adams-Chiasson

For: CAW - Canada and its Local 2213

Greg Spencer
Garry Butler
Donna Kendell
Mary Shortall

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