

**COLLECTIVE AGREEMENT**

**#2**

**between**

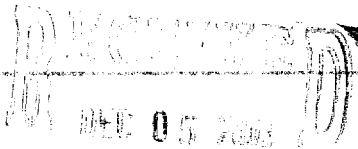


and



**May 8, 2003 to May 7, 2006**

Cargo Attendants, Agents and Coordinators,  
Customer Service Agents (Ticket Counter/ Reservations) and  
Coordinators, &  
Station Agents and Coordinators



12453(02)

CAW COLLECTIVE AGREEMENT

TABLE of CONTENTS

	Page
ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS .....	1
ARTICLE 2 -- RECOGNITION.....	3
ARTICLE 3 -- MANAGEMENT RIGHTS.....	4
ARTICLE 4 -- SCOPE OF THE AGREEMENT .....	5
ARTICLE 5 -- PAY SCALES.....	9
ARTICLE 6 -- HOURS OF WORK .....	12
ARTICLE 7 -- OVERTIME AND RECALL.....	16
ARTICLE 8 -- ASSIGNMENT AWAY FROM HOME BASE.....	18
ARTICLE 9 PROBATION.....	20
ARTICLE 10 -- SENIORITY.....	21
ARTICLE 11- LAYOFF AND RECALL.....	23
ARTICLE 12 - FILLING OF VACANCIES.....	26
ARTICLE 13 - LEAVES OF ABSENCE .....	28
ARTICLE 14 -- GENERAL HOLIDAYS.....	33
ARTICLE 15--VACATION.....	35
ARTICLE 16 -- GRIEVANCE PROCEDURE.....	38
ARTICLE 17 - DISCIPLINE AND DISCHARGE PROCEDURE .....	40
ARTICLE 18 - ARBITRATION .....	41
ARTICLE 19 - HEALTH AND SAFETY .....	42
ARTICLE 20 - GENERAL.....	44
ARTICLE 21 -- EMPLOYEE BENEFITS .....	49
ARTICLE 22 -- DUES DEDUCTION.....	51
ARTICLE 23 - DURATION.....	53
LETTER OF UNDERSTANDING #2.....	55
Subject: Part-time and Casual Employees	
LETTER OF UNDERSTANDING #4.....	57
Subject: Iqaluit	
LETTER OF UNDERSTANDING #5.....	59
Subject: Ottawa Airport – Third Party Handling	
LETTER OF UNDERSTANDING # 6.....	61
Subject: TEMPORARY EMPLOYEES	
APPENDIX " A".....	63
SPECIALIZED WORK FUNCTIONS	

## **ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS**

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and the rules concerning the wages, hours of work and working conditions which will apply between the parties. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully so as to provide for the operation of the services of the Company in a manner which will further, to the fullest extent possible, the safety, efficiency and profitability of the operation, and the continuation of employment under reasonable working conditions.
- 1.02 There shall be no strikes or **lock-outs** so long as the Agreement continues to be in effect pursuant to Article 23
- 1.03 The rules set forth herein will take precedence over any conflicting rules, policies or procedures developed by the Company. Where the provisions of this Agreement are at a variance with Company regulations, the former will take precedence.
- 1.04 Should any part of this Agreement be rendered invalid by reason of legislation enacted by any Government in 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.

### **1.05 Definitions**

- 1.05.01 "Agreement" means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto and covered by letters signed by responsible Company and Union Officers/Representatives.
- 1.05.02 "Base" means a geographical location described by an airport code and designated by the Company as a base of operations.
- 1.05.03 "Casual Employee" means an employee who has been so classified by the Company and works on an as required basis. Such employee may only be utilized in bases located north of the 60<sup>th</sup> parallel, excluding Iqaluit and Yellowknife.
- 1.05.04 "Company" means Bradley Air Services Ltd. c.o.b. First Air, as represented through Officers and Management at various levels.
- 1.05.05 "Emergency" means unforeseen situations which call for immediate action and which could not be predicted nor planned for.
- 1.05.06 "Employee" means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.05.07 "Full time" means an employee who has been so classified by the Company and

who *is* working the standard hours of service.

- 1.05.08 "Location" means a work location at a Base. Examples of a location include airport, cargo facility, reservations office, etc.
- 1.05.09 "Part time" means an employee who has been ~~so~~ classified by the Company and who is working an average of less than the standard hours of service
- 1.05.10 "Shift" means a period of time within a day, as delineated in a shift schedule.
- 1.05.11 "Shift Schedule" means a **projection** of all employees' shifts at a location with regard to days worked and days off, including shift starting and terminating times.
- 1.05.12 "Specialized Work Function" means a specialized function so classified in Appendix " A of the Agreement.
- 1.05.13 "Status" means an employee hired as full time or part time or casual.
- 1.05.14 "Union" means National Automobile, Aerospace, Transportation and General Workers' Union of Canada (**TCA/CAW-Canada**) and its Local 2213.

#### **1.06 Gender**

Whenever the male gender is used throughout this Agreement, it is meant to include both the female and male gender unless it applies in accordance with the terms of the Agreement exclusively to a specific gender.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole bargaining agent for all employees performing the duties described in Article 4 herein, who are employed by the Company.
- 2.02 Persons outside the bargaining unit will not perform bargaining unit work except in unusual circumstances which arise suddenly and/or where special assistance is required to avoid abnormal delay to the customer or the operation.

**ARTICLE 3 -- MANAGEMENT RIGHTS**

- 3.01 Management of the Company and the direction of the working force are vested solely and exclusively in the Company, and shall not in any way be abridged except for specific restrictions as set forth in this Agreement or by law.
- 3.02 The Company hereby retains the sole and exclusive control over any and all matters concerning the operation, management and administration of its business.
- 3.03 Without limiting the generality of the foregoing, the Company's rights shall include the right to:
- (a) select, hire, transfer, promote and demote employees and to discipline or discharge employees for just cause, to require employees to observe Company rules and regulations not inconsistent with the terms of this Agreement;
  - (b) maintain order, discipline and efficiency;
  - (c) determine and change the service and business of the Company and the schedules with respect to same;
  - (d) determine and change the geographic locations where the Company's business is carried on;
  - (e) determine and change the methods of carrying out the Company's business and service;
  - (9) set and measure uniform standards for the performance of work;
  - (g) designate the work to be performed by the employee in accordance with Article 4; and
  - (h) designate work schedules in accordance with Article 6.
- 3.04 The foregoing enumeration of Management Rights shall not be deemed to exclude other rights of Management not specifically set forth herein. The Company, therefore retains all rights not otherwise specifically covered by the Agreement.
- 3.05 Any of these rights shall not infringe an employee's right to initiate a grievance in the manner provided for in this Agreement. All management rights are subject to the provisions of the Agreement and shall not be exercised in a manner inconsistent with these provisions.

**ARTICLE 4 -- SCOPE OF THE AGREEMENT**

4.01 All persons who perform the work as defined in the following classifications for the Company are covered by the Agreement:

- (1) Cargo Services
- (2) Customer Services
- (3) Station Services

4.02 All personnel who perform work in the following positions shall be included in the *Cargo Services* classification:

- (1) Cargo Services Coordinator
- (2) Cargo Agent
- (3) Cargo Attendant

4.03 All personnel who perform the work in the following positions shall be in the *Customer Services* Classification:

- (1) Customer Services Coordinator
- (2) Customer Services Agent

4.04 All persons who perform work in the following positions shall be included in the *Station Services* Classification:

- (1) Station Coordinator
- (2) Station Agent

#### **4.05 Positions**

##### **4.05.01 Cargo Services Coordinator**

The principal function of a Cargo Services Coordinator is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Cargo Agent or Cargo Attendant. Additional responsibilities include input into employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to Management. The duties of the Cargo Services Coordinator may vary according to the work location. The Cargo Services Coordinator shall perform other duties and functions related to the foregoing.

##### **4.05.02 Cargo Agent**

Comprises all those who perform any of the following functions:

- Process baggage
- Process passengers
- Assist passengers with mobility and special needs
- Assist with claims for damaged or missing goods
- Maintain records as required
- Record flight arrival and departing times
- Conduct radio communications with the aircraft
- Process weight and balance and load control data
- Issue Airway Bills and process sales reports for deposit
- Disseminate Information
- Process shipment and reception of all cargo
- Initiate claims resulting from missing and damaged cargo
- Perform load service duties
- Perform other duties and functions related to the foregoing
- Assist Cargo Attendant if so required.



#### **4.05.03 Cargo Attendant**

Comprises all those who perform any of the following functions:

- Handle all cargo
- Provide services to the aircraft on the ground as required
- Perform all warehouse related duties
- Assist Customer Service Agents if so required
- Assist passengers with mobility and special needs
- Perform commissary duties
- Assist with reconfiguration of aircraft as required
- Perform other duties and functions related to the foregoing
- Process airway bills
- Assist Cargo Agents if so required

#### **4.05.04 Customer Services Coordinator**

The principal function of a Customer Services Coordinator is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands and to carry out related administrative duties while remaining a full working member of the group performing the duties of a Customer Services Agent and Station Agent. Additional responsibilities include input into employee scheduling and assignment, on the job training and instruction. They shall be responsible for ensuring that Company policies and procedures are adhered to, and deviations to same shall be reported to Management. The duties of the Customer Services Coordinator may vary according to the work location. The Customer Services Coordinator shall perform other duties and functions related to the foregoing.

#### **4.05.05 Customer Services Agent (Ticket Counter/Reservations)**

Comprises all those who perform any of the following customer service functions,

- Process Passengers
- Make Reservations
- Compute Fares
- Disseminate information
- Respond to Travel Agency inquiries
- Assist passengers with mobility and special needs

- Issue tickets/airway bills and process sales reports for deposit
- Assemble, control and transmit reservations and passenger data
- Administer interline and employee travel both business and pleasure
- Maintain records as required
- Process baggage
- Process claims for damaged or missing baggage
- Record flight arrival and departure times
- Conduct radio communications with the aircraft
- Process weight and balance and load control data
- Process shipment and reception of all cargo
- Perform load service duties
- Assist the cargo attendant if so required
- Perform other duties and functions related to the foregoing

**4.05.06** Station Coordinator

Comprises all those who perform the following functions:

- the duties and responsibilities of a Cargo Services Coordinator and a Customer Services Coordinator

**4.05.07** Station Agent

Comprises all those who perform the following functions:

- the duties and responsibilities of a Cargo Agent and a Customer Services Agent and a Cargo Attendant.

**4.06** The Company reserves the right to designate the language requirement for any position, location and base in accordance with the *Official Languages Act*

**4.07** The Company will be exempt from the terms of Article 2.02 where there are seven (7) or less bargaining unit members.

**ARTICLE 5 -- PAY SCALES**

5.01 Each Employee in the bargaining unit as of the date of ratification shall be assigned a rate of pay on the applicable pay scale in Article 5.05 effective May 8, 2003.

5.02 Employees shall move up to the next Level upon completion of twelve (12) months continuous employment.

5.03 (a) When an Employee progresses from one position to another, ie:

- from Agent to Coordinator, or
- from Attendant to Agent or Coordinator,

the Employee shall progress to the same Level in the new position. For example, a Level 4 Agent who progresses to a Coordinator position, shall move to the Level 4 Coordinator rate. The Employee will be able to transfer his months accrued at the Agent Level in order to determine when he moves to the next Coordinator Level.

(b) When an Employee regresses from one position to another, ie:

- from Coordinator to Agent or Attendant, or
- from Agent to Attendant,

The Employee shall regress to the same Level in the new position. For example, a Level 4 Coordinator who regresses to an Agent position, shall move to the Level 4 Agent rate. The Employee will be able to transfer his months accrued at the Coordinator Level in order to determine when he moves to the next Agent Level.

5.05 The following hourly rates are the pay scales for the positions covered by this Agreement:

May 8<sup>th</sup>, 2003 – May 7<sup>th</sup>, 2006

COORDINATORS			
Coordinator scale applies to Cargo Services Coordinator, Customer Services Coordinator and Station Coordinator positions.			
Level	Effective May 8 <sup>th</sup> , 2003	Effective May 8 <sup>th</sup> , 2004	Effective May 8 <sup>th</sup> , 2005
	Hourly Rate	Hourly Rate	Hourly Rate
1	\$13.20	\$13.66	\$14.14
2	\$14.23	\$14.73	\$15.24
3	\$15.27	\$15.80	\$16.35
4	\$16.30	\$16.87	\$17.46
5	\$17.34	\$17.94	\$18.57
6	\$18.37	\$19.01	\$19.68
7	\$19.41	\$20.09	\$20.79

AGENTS			
Agent scale applies to Customer Service Agent, Cargo Agent and Station Agent positions.			
Level	Effective May 8 <sup>th</sup> , 2003	Effective May 8 <sup>th</sup> , 2004	Effective May 8 <sup>th</sup> , 2005
	Hourly Rate	Hourly Rate	Hourly Rate
1	\$10.97	\$11.35	\$11.75
2	\$12.01	\$12.43	\$12.86
3	\$12.94	\$13.39	\$13.86
4	\$13.46	\$13.93	\$14.41
5	\$13.97	\$14.46	\$14.97
6	\$14.49	\$15.00	\$15.52

CARGO ATTENDANTS			
Level	Effective May 8 <sup>th</sup> , 2003	Effective May 8 <sup>th</sup> , 2004	Effective May 8 <sup>th</sup> , 2005
	Hourly Rate	Hourly Rate	Hourly Rate
1	\$10.09	\$10.44	\$10.81
2	\$11.13	\$11.52	\$11.92
3	\$11.64	\$12.05	\$12.47
4	\$12.16	\$12.59	\$13.03
5	\$12.94	\$13.39	\$13.86
6	\$13.71	\$14.19	\$14.69

- 5.06 Northern Living Allowance (NU) shall be provided in accordance with Company policy. The Company shall continue to provide a N U no less than the level in effect on April 12, 2000.
- 5.07 Paycheques will be issued every two (2) weeks on Friday.
- 5.08 Any Employee required to perform work of a higher classification for less than four (4) hours will receive the higher rate of pay for the time worked. For four (4) hours or more, they will receive the higher rate of pay for the full shift.

**ARTICLE 6 -- HOURS OF WORK**

- 6.01 The Union and Company recognize that the Company is a twenty-four (24) hour, seven (7) days a week, 365 days per year continuous operation and that operational demands placed on the Company require that scheduling of Employees meet those demands.
- 6.02 The standard work week shall be forty (40) hours. The hours of work in this agreement do not constitute a guarantee of minimum hours of work per day, or per week, or per month.
- 6.03 A modified Work Schedule will be acceptable as long as all provisions under the *Canada Labour Code* are adhered to, and both parties agree to the modification.

**6.04 Shift Schedules/Shift Schedule Bids**

- 6.04.01 Shift schedules will be developed by the Company as follows:
- (i) Full-time
  - (ii) Part-time
  - (iii) Casual
- 6.04.02 Employees may provide input into the shift schedule as long as it meets the manpower and scheduling requirements as determined by the Company. The Union may request a meeting with the Company to review scheduling/staffing concerns.
- 6.04.03 Days off will **be** consecutive with a minimum of two (2) consecutive days off per week unless mutually agreed otherwise between the Union and the Company.
- 6.04.04 There shall **be** no split shifts unless mutually agreed otherwise between the Union and the Company
- 6.04.05 Shift schedules will indicate the position, status, and work function (i.e. Coordinators, Operations, Specialty Desk, Load Control, Warehouse, other carriers other than FirstAir etc.), start and stop times and days off and on.
- 6.04.06 (a) At all locations Employees working in a specialized work function will be required to bid within that work function twelve (12) months. Employees will be required to bid shifts which are within the same specialized work function as they had been working immediately preceding a schedule change. Additional information is contained in Appendix "A".

(b) Employees working third party handling (i.e. Continental Airlines, Canjet) function will be required to bid that work function for twenty-four (24) months. Employees may request to bid out after twelve (12) months and approval will be at the Company's discretion subject to requirements and training availability.

- 6.04.07 Shift schedules will be posted at least fourteen (14) days or shorter period by mutual written agreement between the Company and the Union.
- 6.04.08 Shift schedules will be bid in order of classification seniority. The Company may initiate a shift schedule bid at its sole discretion based on operational requirements. The Company shall initiate a minimum of two (2) such shift schedule bids annually.

#### **6.05 Reassignment**

- 6.05.01 When operational requirements dictate the reassignment of an Employee from their regular shift to another shift, the Employee will be given a minimum of forty eight (48) hours notice from the time of commencement of such reassigned shifts or such shorter notice as may be agreed between the Employee and the Company. If the reassignment is as a result of a service change by a third party contractor, the minimum notice period may be reduced to twenty four (24) hours.
- 6.05.02 When operational requirements dictate, the Company may request qualified volunteers to work at another location within the base. If there are no volunteers, the Company may assign a qualified Employee within the same classification to work at another location within the base. For the purposes of this article, Carp and Ottawa are considered to be the same base.

#### **6.06 Meal and Rest Periods**

- 6.06.01 (a) Employees working a shift of eight (8) hours or more shall be entitled to a thirty (30) minute meal period which shall be unpaid.
- (b) A fifteen (15) minute paid rest period will be provided for each complete four (4) hour block of a shift. Rest breaks should be taken in a manner which does not defeat the purpose of providing rest breaks. Where possible, rest periods should be taken close to the half-way point of each four hour block.
- 6.06.02 (a) Employees working a shift of less than eight (8) hours, but more than four (4) hours shall be entitled to a fifteen (15) minute meal period which shall be unpaid.
- (a) A fifteen (15) minute paid rest period will be provided for each complete four (4) hour block of a shift. Rest breaks should be taken in a manner which

does not defeat the purpose of providing rest breaks.

### **6.07 Rest Between Shifts**

- 6.07.01 All shift schedules or reassignments will contain periods of not less than eight (8) consecutive hours off duty between shift termination and the commencement of the next shift.
- 6.07.02 If an Employee is unable to receive the rest period due to an overtime draft, the Employee may choose:
- (a) to report for their next shift as scheduled and be paid the overtime rate for hours falling within the 8 hour rest period; or
  - (b) to report for duty after the required eight (8) hour rest period with no loss in pay for the regular shift. The Company may require the Employee to fulfill the total number of hours scheduled for that day. The Employee will be paid overtime rates for the hours falling outside their scheduled shift.
- 6.07.03 Employees who shift trade under Article 6.08 will not be eligible for the provisions of 6.07.02.

### **6.08 Shift Trades**

Employees will have the right to trade shifts and days off or to arrange for another Employee to work their shift subject to Company approval and the following conditions:

- a) Work in the same position and location and possess the ability to do the job of the person with whom they are trading;
- b) Employees shall advise their Co-ordinator of the shift trade and any cancellations at least three (3) days in advance or any shorter notice that may be agreed upon between the Co-ordinator and the Employees concerned. These arrangements will be in writing and signed by the Employees and the Co-ordinator. Once signed, the Employee(s) agrees to work the shift and assumes full responsibility for the exchanged shift;
- c) All time credits for the scheduled duration of the shift will be credited to the Employee originally scheduled to work the shift;
- d) All overtime and time bank provisions will apply to the Employee who actually works the shift;



- e) The provisions of Article 6.07 regarding hours off duty will not apply;
- f) Shift changes shall not result in additional cost to the Company and the Company shall not be liable or responsible should a dispute arise between Employees as a result of a shift trade;
- g) The Company and the Union recognize that an Employee's entitlement to exchange shifts is not intended to allow Employees, for all intents and purposes, to trade away her shift schedule; and
- h) Any difficulties which are anticipated or arise from the exercise of shift exchanges will be discussed and resolved by the District Chairperson and local management, or if necessary, will be referred to a higher level.

**ARTICLE 7 -- OVERTIME AND RECALL**

7.01 Overtime shall be voluntary except in situations of emergency as defined in the agreement. Where the Company must draft an Employee to work it will be in inverse order of classification seniority of those on shift who are qualified to do the work.

**7.02** Prior to the assignment of overtime, the other options available to the Company shall be exercised. These options include offering extra hours to part-time Employees and then full time Employees

**7.03 Pay for Overtime**

7.03.01 Full time Employees who work in excess of the standard hours of work, as defined under Article 6.02 shall be paid overtime for that additional time at the rate of time and one half (1.5x) their hourly rate.

7.03.02 Part-time Employees will be paid straight time wages until the total hours in a calendar week exceed forty (40) hours, the standard hours of work, at which point overtime will apply to excess hours, and the rate of time and one half (1.5x) will be applicable.

7.04 Overtime will be computed and paid on the following pay period or banked as per the Employee's choice to the nearest minute, or as otherwise provided under a modified or averaged work schedule.

7.05 When Employees work Overtime, they shall not be asked to leave work during their regular working hours to equalize the time.

**7.06 Breaks**

When it is expected that the Employee will be working a minimum of two (2) hours beyond their regular shift, and time permits, they shall be entitled to a paid fifteen (15) minute break prior to the commencement of the overtime and a further fifteen (15) minute break every two (2) hours for the duration of the overtime.

**7.07 Recall**

An Employee recalled to work after having left work following completion of his regular shift or assignment or on a day off, shall be paid one and one half (1.5x) the hourly rate with a minimum of four (4) hours guaranteed. Where the minimum is paid, the Company may require the Employee to work the corresponding hours.

### **7.08 Meal Allowances**

Where meals cannot be provided by other means, a meal allowance of twelve dollars (\$12.00) will be provided to Employees who work more than two (2) hours beyond the end of a regularly scheduled shift.

### **7.09 Overtime Bank**

- 7.09.01 Employees will have the option to bank overtime and statutory holidays for the purpose of taking paid time off.
- 7.09.02 Banking of overtime will be on the basis of one and one half (1.5) hours for each hour of overtime. For example, an Employee who works and submits two (2) hours of overtime will have his/her bank credited with three (3) hours.
- 7.09.03 The maximum number of hours in the time bank shall not exceed two-hundred (200) hours at any given time.
- 7.09.04 Upon written request, Employees may be paid out for hours banked under these provisions and such hours will be paid at straight time rates on their normal pay day.
- 7.09.05 Following the vacation bid, Employees will have the ability to request time off to increase their vacation allotment up to an additional two (2) weeks. Such time off must be taken from the Employee's time bank in a minimum of one (1) week blocks. Time off will be approved by bargaining unit seniority order subject to operational requirements at least four (4) weeks in advance. Banked time of less than one (1) week will be granted subject to operational requirements on a first come, first served basis.
- 7.09.06 No Employee shall be permitted to have a negative balance in their time bank.
- 7.09.07 Where an Employee receives a pay change, previously earned time bank hours will be adjusted in order that the time bank dollars remain consistent.
- 7.09.08 Employees may also request time off on a guaranteed basis. Under these circumstances the Employee may be required to reimburse the Company with the actual hours required to cover the shift on an overtime basis, however no less than the actual time off requested.

**ARTICLE 8 -- ASSIGNMENT AWAY FROM HOME BASE**

<b>Meal</b>	<b>NWT, Nunavut, Greenland</b>	<b>All other Locations</b>
Breakfast	\$10.00	\$8.00
Lunch	\$14.00	\$12.00
Dinner	\$22.00	\$17.00
Snack	\$8.00	\$6.00
Daily Total	\$54.00	\$43.00

8.04.02 Should meal allowances in the HR Manual increase, **CAW** Employees will be entitled to these increased amounts.

- 8.05 The Employee shall receive a \$20.00 premium for all days away from home base including departure date. If the Employee travels away from home base and returns the same day, he will be entitled to this premium provided that his hours of work on the travel day exceed his normal scheduled hours for that day. This premium does not apply to training.
- 8.06 Where the Company requires an Employee to obtain a passport, the Company shall pay for all regular passport fees.

**ARTICLE 9 PROBATION**

- 9.01 All new employees shall be required to serve a probationary period. Full-time employees shall serve a probationary period of six (6) months active employment at work. Employees other than Full-time shall serve a probationary period of 1040 hours of active employment at work.
- 9.02 The Company has the sole right to discharge probationary Employees during their probationary period who are found to be unsuitable for continued employment.
- 9.03 In the event of a staff reduction, probationary Employees will be affected in inverse order of seniority and shall have right of recall for one (1) year, but only to the same work location from which he/she was laid off. In the event of recall, he/she shall be required to serve the remaining time of the probationary period or a sixty (60) day probationary period, whichever is greater. If the Employee has not returned to work within the one (1) year period, his/her employment record will be closed. It is the Employee's responsibility to keep the Human Resources department advised of their current mailing address.

**ARTICLE 10 - SENIORITY**

- 10.01 "Bargaining Unit Seniority" means the length of service within the bargaining unit and shall commence on the date of hire into a permanent position (full time or part time) within the scope of the Agreement. Bargaining Unit Seniority shall be used to determine:
- (a) vacation preference
- 10.02 "Classification Seniority" means the length of service within the classification and shall commence on the date of hire in any permanent position (full time or part time) within a particular classification, per Article 4. Classification Seniority shall be used to determine the following:
- (a) **staff** reductions and displacements per Article 11;
- (b) recall after layoff per Article 11;
- (c) bidding shift schedules;
- (d) Assignment of overtime.
- 10.03 "Company Service" means the length of service within the Company and shall commence from the most recent date of hire with the Company. Company service shall be used to determine vacation allotment.
- 10.04 Casual Employees shall accumulate seniority at the rate of seven (7) days for every forty (40) regular time hours.
- 10.05 Seniority Lists**
- 10.05.01 No later than April 15<sup>th</sup> and September 15<sup>th</sup>, the Company will post a seniority list and provide a copy of same to the National Union.
- 10.05.02 The list will contain the following Information for each Employee:
- Name,
  - Classification,
  - Position,
  - Base and Location,
  - Bargaining Unit Seniority,
  - Classification Seniority;
  - Company Service.

- 10.05.03 The list shall include both master and base seniority lists.
- 10.05.04 It shall **be** the responsibility of each individual employee to ensure that his/her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time the list will not **be** changed.
- 10.06 When two (2) or more Employees have the same Bargaining Unit Seniority, their position on the seniority list shall **be** determined by drawing the names by lot.

**10.07 Leaving the Bargaining Unit**

- 10.07.01 Employees who leave the bargaining unit voluntarily to accept another position within the Company shall continue to accrue seniority for the purpose of returning to their bargaining unit classification at their original location.
- 10.07.02 In order to return to the bargaining unit, Employees may either fill a vacant position or displace the most junior person in the classification.
- 10.07.03 The maximum amount of time that an Employee may leave the bargaining unit and continue to accrue seniority is ninety (90) days.
- 10.07.04 Union dues during this time must be paid directly to the CAW on a monthly basis.

**10.08 Loss of Seniority**

An Employee will lose his/her seniority and his/her name will **be** removed from the seniority list and his/her employment will **be** considered terminated under the following circumstances:

- i) when discharged for just cause and not reinstated;
  - ii) when voluntarily leaves the Company;
  - iii) when laid off for a period in excess of forty-eight (48) consecutive months, or, in the case of a probationary employee, for a period in excess of twelve (12) consecutive months;
  - iv) desertion of service;
  - v) when retired;
  - vii) fails to return from layoff under the recall procedure (Article 11.02.02); or
  - vii) when having left the bargaining unit in excess of ninety (90) days in accordance with Article 10.07.
- or as otherwise provided for under this agreement.



**ARTICLE 11- LAYOFF AND RECALL**

**11.01 Layoff**

- 11.01.01 In the event of a staff reduction, seniority shall be recognized. The principle of last on, first off shall prevail, subject to the procedure set out below. Article 11.01.03 will not apply to probationary employees.
- 11.01.02 When there is to be a staff reduction within a position at a location, it will be accomplished in reverse order of classification seniority at the particular location. Employees affected will be given as much advance notice as practicable, but not less than fourteen (14) calendar days. This notice will be given personally to the Employee and in writing, with a copy to the Union District Chairperson. It is understood that the Company may choose to give the Employee pay for the fourteen (14) days in lieu of notice.
- 11.01.03 Displacements shall take place in the following order:
- (a) An Employee affected by a staff reduction at their location shall be laid off or may use their classification seniority to displace the most junior Employee in their classification at the base.
  - (b) The most junior Employee in the classification at the base in (a) above shall be laid off or may use their classification seniority to displace the most junior Employee in their classification at any other base.
  - (c) The Employee displaced as a result of (b) above may use their classification seniority to displace the most junior Employee in their classification in the system. This Employee shall be laid off.
  - (d) An Employee wishing to displace another Employee must state his intentions in writing to the company within five (5) calendar days of receipt of layoff notice.
  - (e) Article 12.06.01 shall apply to any move associated with article 11.
- 11.01.03 An Employee laid off due to staff reduction, shall, when laid off, file his address with the Human Resources Department and thereafter keep the Department informed of his current address.

**11.02 Recall**

- 11.02.01 When a vacancy in a position occurs, an Employee will be recalled in classification seniority order from the Employees laid off from the position at the base.
- 11.02.02 (a) An Employee who has been recalled to the same position, the same status, and the same location and elects not to return when recalled, will forfeit any further recall and this shall constitute resignation of employment.
- (b) An Employee who is recalled to a different position, different status or different location and elects not to return when recalled will continue to retain recall rights to their original position.
- 11.02.03 An Employee shall have five (5) calendar days to advise the Company if he is willing to accept recall.
- 11.02.04 An Employee on layoff shall have the right to refuse a recall of temporary employment.
- 11.02.05 An Employee on layoff will hold recall rights for forty-eight (48) months from his date of layoff. The Employee will accrue bargaining unit seniority during this period.

**11.03 Severance**

- 11.03.01 At the time of permanent lay-off, severance pay shall be paid to any Employee covered by this Agreement who has completed one (1) or more full year or continuous employment with the Company, as calculated from the Employee's date of hire. Severance Pay shall be as outlined in the HR Manual. At the time of signing, severance pay is as follows:
- One week's pay for each complete half-year of service to a maximum of one year.
- 11.03.02 The Employee eligible for severance pay shall receive such pay starting at the time of permanent layoff and payment for the amount due shall be in one lump sum. It is understood that this amount is over and above whatever other compensation is due to the Employee in accordance with this Agreement.

- 11.03.03 Notwithstanding the provisions of Section 11.03.01, the Employee will not be entitled to severance pay if one or more of the following conditions exists:
- (a) He/she exercises his/her seniority in order to remain in the employ of the Company;
  - (b) He/she accepts another permanent full time or part time position with the Company;
  - (c) The off-duty results from a strike or lock-out;
  - (d) The Employee is on a leave of absence on the effective date of the layoff, in which case these provisions shall become effective on the date the Employee returns for work following termination of such leave of absence; or
  - (e) His service is terminated as a result of discipline or resignation other than as a direct result of, or during a layoff

**ARTICLE 12 - FILLING OF VACANCIES**

12.01 The Company shall post for ten (10) calendar days, in a conspicuous place at all bases, notice of vacant positions, and new positions within the scope of the bargaining unit. Temporary positions for less than thirty (30) calendar days will not be posted. All job postings within the scope of the bargaining unit will be copied to the Union District Chairperson.

**12.02 Application**

Employees desiring such positions shall within the ten (10) calendar day posting period referred to in Article 12.01 submit an application to the Manager of Employment Services or their designate. It is understood that an Employee may file a Letter of Preference with the Human Resources Department prior to going on vacation or out of town assignment, stating, in order of preference, those vacancies he/she wishes to apply for should a position be posted during his or her absence. To be valid, these letters shall be filed with the Union.

**12.03 Awarding**

12.03.01 The Company agrees to award and to fill posted vacancies within the bargaining unit with the **best** qualified applicant for the position subject to the following:

- (a) The best qualified applicant shall be selected;
- (b) If the qualifications among qualified applicants are determined by the Company to be equal, the applicant with the most classification seniority at the base where the position is available shall be selected; then
- (c) If there are no qualified applicants, the Company shall have the right to hire the applicant of its choice.

12.03.02 In the event the Company elects, a successful bidder may be held in their former position up to thirty (30) days.

**12.04 Trial Period**

Successful applicants on job postings except for lateral moves to the same position in a classification shall fill that position for a trial period of ninety (90) calendar days. If fully satisfactory performance as determined by the Company is not demonstrated, the Employee shall be returned to his or her former *position*. If the former position has been filled, the Company shall initiate a staff reduction per Article 11.

**12.05 Temporary Positions**

12.05.01 These may be declared by the Company and will be for a period of six (6) months or less, except in the case of coverage for the following, where temporary vacancy shall be for the duration of the absence of the affected Employee:

- (a) Maternity, parental or child care leave;
- (b) Authorized leave of absence in excess of six (6) months;
- (c) Absence on weekly indemnity or LTD;
- (d) Absence on Workers' Compensation.

12.05.02 Temporary positions will be offered to Employees in the following order:

- (a) employees **who** are laid off and have recall rights to the classification;
- (b) Applicants, where posted position is for more than thirty (30) calendar days Article 12.03 shall apply.

12.05.02 Applicants selected for Temporary positions shall not be entitled to moving expenses under Article 12.06.

**12.06 Moving Expenses**

12.06.01 Voluntary

Any Employee moving will be responsible for all relocation expenses. In accordance with Company Policy, space available transportation over Company lines may be provided for personal effects and household goods if requested.

12.06.02 Involuntary

When an Employee relocates at the direction of the Company, that Employee shall be entitled to reasonable moving allowances and expenses as determined by Company Policy.

**ARTICLE 13 – LEAVES OF ABSENCE**

**13.01 Personal**

- 13.01.01 An Employee may request a personal leave of absence without pay for a period not to exceed twelve (12) months, without loss of accrued seniority. Such request shall be in writing to the Manager who shall indicate their decision in writing based upon the Company's operational requirements. Such approval, when granted, shall indicate the commencement and termination dates of the leave, with a copy of the approval to the Local Union Representative and the National Office.
- 13.01.02 Leaves of absence when granted, will be on a first come, first serve basis. However, where this will not determine who can be granted the leave of absence, bargaining unit seniority shall prevail.
- 13.01.03 The Company may extend a leave granted in accordance with the above upon written request from the Employee within four (4) weeks prior to the termination of the original leave. Extension, when granted, shall be in writing indicating the revised return to work date.
- 13.01.04 Employees granted a leave of absence must make prior arrangements for payment of their insurance and/or benefit premiums during their leave, if applicable.

**13.02 Maternity Leave**

- 13.02.01 Maternity leave of absence without pay shall be granted to Employees in accordance with the following.
- 13.02.02 The Employee must request her leave of absence in writing, accompanied by a medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty four (4) weeks prior to the date she intends to commence such leave. Maternity leave shall consist of a period not exceeding seventeen (17) weeks, unless otherwise provided herein.
- 13.02.03 Maternity leave shall commence not more than ninety (90) days prior to the expected date of termination of pregnancy, except upon direction from the Employee's doctor, supported by a medical certificate. Such exception shall be considered Maternity Leave.

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- 13.02.04 It is the responsibility of the Employee to afford the Company at least four (4) weeks notice in writing of any change in the anticipated date of return to duty, provided under Article 13.02.02 unless there is a valid reason why that notice cannot be given. If the new anticipated date falls within the seventeen (17) weeks, the new date will be considered the date of return to duty, whether the new anticipated date of return to duty is a day earlier or later than previously anticipated.
- 13.02.05 An Employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth (24) week following the birth, if she provides the Employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.
- 13.02.06 The Employee shall be reinstated in his/her former position.
- 13.02.07 Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the Employee.
- 13.02.08 If, following the termination of the Maternity Leave, the Employee desires additional leave prior to returning to duty, the Employee may request a personal leave of absence in accordance with Article 13.01 or a Parental Care Leave in accordance with Article 13.03.
- 13.03 Parental Leave**
- 13.03.01 A leave of absence without pay for the purpose of Child Care will be granted to Employees in accordance with the following.
- 13.03.02 Every employee who has completed six consecutive months of continuous employment with the Company shall be granted a leave of absence from the Company for up to thirty-seven weeks to care of a new-born child of the employee or a child who is in the care of the Employee for the purpose of adoption.
- 13.03.03 Any leave of absence granted under this article 13.03 must be taken in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the Employee's care. If two (2) Employees are involved, the aggregate amount of such leave that may be taken by the two (2) Employees in respect of the care of any one (1) child, shall not exceed a total of thirty-seven (37) weeks.
- 13.03.04 Commencement of a leave of absence for Child Care and/or Adoption will be in accordance with the following and as the Employee elects:
- (a) On the expiration of a leave of absence taken by the female

Employee under the provisions of Article 13.02 or any extension thereof under the provisions of Article 13.02.08; or

(b) On the day the child is born; or

(c) On the day the child comes into his/her actual care and custody.

13.03.05 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.

13.03.06 The Employee shall be reinstated in his/her former position

**13.04 Paternity Leave**

Upon request, a male Employee will be granted, without loss of pay, three (3) consecutive calendar days of Paternity Leave at the time of the birth of his child.

**13.05 Union Leave**

13.05.01 An Employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose without pay. The Union will advise the Company of the name of such Employee, the term of the leave and the purpose. The Union will repay the Company for the costs incurred by the Company in Employee benefit plans and the Employee will continue to pay his/her contributions, where applicable, to the Company. The Company will provide the Employee with the reduced rate transportation benefits which may be available to all Employees from time to time and will also provide free "space available" transportation, over the lines of the Company, which will only be used in the execution of their duties. When meetings with the Company are involved, the Employee will be provided with free "positive space" transportation over the lines of the Company, consistent with rules governing positive space business travel. The Employee will continue to accrue seniority and service while on leave of absence.

13.05.02 The number of Employees granted a leave of absence under the provisions of article 13.05.01 will not exceed two (2) at any time unless another Employee is elected to the office of President, in which case the number will not exceed three (3).



**13.06 Bereavement**

- 13.06.01 When a member of the Employee's immediate family dies the Employee shall be entitled to a bereavement period of five (5) consecutive calendar days away from work commencing from the date of death or advice of death, but may be moved to a time which shall include the funeral date. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- 13.06.02 Immediate family is defined as: spouse (including common-law spouse and same sex partner), children of Employee and/or spouse (including adopted, foster or ward children), parents of Employee or spouse, grandparents of Employee or spouse, grandchildren of Employee or spouse, brothers and sisters of Employee or spouse and legal guardians of the Employee.
- 13.06.03 If any relative of the Employee who resides permanently with the Employee or with whom the Employee permanently resides dies, the Employee shall be entitled to three (3) consecutive calendar days away from work commencing from the date of the death.
- 13.06.04 In cases where the death occurs during an Employee's vacation, paid bereavement leave will not apply unless it occurs within the last five (5) calendar days, or the last three (3) calendar days under article 13.06.03, at the end of the vacation period.
- 13.06.05 When reasonably possible, an Employee will be allowed to take vacation or time off without pay to further facilitate attendance at the funeral or comforting of family members.

**13.07 Compassionate**

Compassionate leave may be granted for any emergency situation which the Company considers to be a legitimate ground. Such leave may be with or without pay, as determined by the Company.

**13.08 Jury Duty and Court Appearance**

Employees who are subpoenaed to serve as a juror or appear as a witness, or required to attend a coroner's inquest, will be granted leave with pay for that purpose. The Employee shall, however, pay the Company any fees paid for such duty.

**13.09 Family Care**

An Employee will be granted twenty-four (24) hours a year of family care leave at the beginning of each calendar year. Subject to the approval of management, family care leave will be granted to attend to the temporary care of a spouse, dependant children, and or parents (Infirmed/disabled) or to attend to routine personal appointments such as medical or dental appointments. Each Employee's family care leave bank shall be cleared at the end of each Calendar Year and there shall be no payout of unused family care leave credits.

**13.10 Marriage**

Where an Employee is to be married, he shall be given one (1) day off with pay either during the week of or the week after the marriage.

**ARTICLE 14 -- GENERAL HOLIDAYS**

- 14.01** The following general holidays shall be observed:
- New Year's Day
  - Victoria Day
  - Labour Day
  - St. Jean Baptiste Day (Quebec only)
  - August Civic Holiday (not Quebec)
  - Good Friday
  - Canada Day
  - Thanksgiving Day
  - Christmas Day
  - Boxing Day
- 14.02** If operational requirements necessitate a reduction of staff levels on any particular General Holiday, the Company may offer the General Holiday off to the Employees on each shift in order of classification seniority. Those Employees who elect to take the General Holiday off shall be given the day off with pay.
- 14.03** Employees who work the General Holiday shall receive straight time for the regular hours of the shift plus one and one half times (1.5x) the regular hours of the shift.
- 14.04** Employees will be given no less than fourteen (14) days notice of the change for that General Holiday, if not required to work. If the Employee is not required to work because of a change of service by a third party contractor, the minimum notice period may be reduced to twenty four (24) hours.
- 14.05** Employees will be given the option of being paid for the General Holiday or credited to the time bank.
- 14.06** It is agreed that a General Holiday date may be changed in order to facilitate a long weekend or at the Company's request, due to operational requirements. Such change will only take place in accordance with the law and/or with mutual agreement between the Company and the Union.
- 14.07** When a General Holiday falls on a day off or during the annual vacation of an

Employee, the Employee may request to:

- (a) Have an alternate day off with pay within thirty (30) days prior or thirty (30) days after the date of the General Holiday; or
- (b) Have his/her annual vacation extended by one day with pay; or
- (c) Be paid an additional regular day of pay on the pay period following the date of the General Holiday, in lieu of.

**ARTICLE 15-- VACATION**

- 15.01.01 An Employee will receive annual vacation allotment in accordance with their seniority with the Company.
- 15.01.02 The vacation year shall be from January 1 to December 31
- 15.01.03 Vacation entitlement earned in one year must be used before the end of the following year.
- 15.01.04 The Company agrees not to embargo vacation periods without providing the reasons for such to the Union. It is recognized by the parties to this Agreement, that a restriction on the number of Employees allowed to take vacation at the same time may be necessary, but such restrictions shall not be unreasonable and must be declared prior to the Employees selecting their vacation dates.
- 15.01.05 Vacation times available to CAW Employees will not be affected by the vacations of non-CAW Employees.
- 15.01.06 The Company's intention is to not adjust an Employee's awarded vacation. Only under exceptional circumstances and after all alternatives have been exhausted will an Employee's assigned vacation be changed. The affected Employee shall be granted at the Employee's option equivalent vacation at a period of their choice providing such period is not embargoed or be compensated at the rate of time and one half for vacation time owed in addition to regular vacation pay.

**15.02 Entitlement**

15.02.01 Effective January 1, 2004, Employees shall be entitled to take the following vacation periods:

LENGTH OF SERVICE WITH M E COMPANY	VACATION ENTITLEMENT
Less than 1 year	Proration of 3 weeks
1 year to 5 years Inclusive	3 weeks
6 years to 15 years inclusive	4 weeks
More than 15 years	5 weeks

15.02.02 For the purposes of vacation entitlement in 15.02.01, a week is equal to:

(a) 40 hours for Full-time Employees, or

(b) the weekly average hours worked in the previous year for Part-Time Employees.

**15.03 Selection**

15.03.01 No later than October 1st of each year, the Company will post a list of Employees in order of bargaining unit seniority for each location at the base showing each Employee's total vacation entitlement.

15.03.02 Employees at each base will be given until October 30th to indicate their vacation requests. An Employee may split his/her vacation entitlement into a number of one (1) week blocks equivalent to his/her vacation entitlement. In such case, an Employee's first preference will be in order of bargaining unit seniority with the awarding of his/her subsequent preferences occurring only after all other Employees have made their first preference. Subsequent preferences will be awarded in order of bargaining unit seniority.

15.03.03 Employees who expect to be absent during the selection process may advise the Company in advance and in writing, as to their selection of vacation dates and if applicable, the preferences they wish to exercise for each block.

15.03.04 Employees who fail to designate their choice of vacation dates prior to the times described in Article 15.03.02, will be assigned dates after all other Employees have made their selection.

15.03.05 No later than December 1st, the Company will post an approved list of vacation. Thirty (30) days prior to the commencement of vacation, the Company will provide the Employee with the final dates of his/her vacation, taking into account the shift and days on/off.

15.03.06 Once approved, vacation dates will not be changed unless there is an agreement between the Company and the Employee in consultation with the Union, except in accordance with 15.01.06.

15.03.07 Vacation dates which become available after the allocation of vacation dates will be offered in order of bargaining unit seniority to Employees who are on a waiting list.

**15.04**      **Vacation Pay**

- 15.04.01      Employees will receive vacation pay at the Employee's regular rate of pay during the vacation period for each week of vacation entitlement.
- 15.04.02      Employees wishing to receive vacation pay prior to taking vacation rather than on the regular pay period covering the vacation period may do so by requesting this in writing two (2) weeks prior to the pay period preceding the vacation. This amount will be paid on the pay period immediately prior to the Vacation period.
- 15.04.03      Casual employees will be paid vacation pay with each pay cheque in lieu of time off.
- 15.04.04      Vacation for rotational Employees is included in their rotational time off. Pay for vacation for rotational Employees will be paid to rotational Employees at the end of each averaging cycle along with their reconciliation hours and any overtime pay.
- 15.04.05      Where the employment relationship ceases,  
                    (a) the Employee shall be entitled to receive pay in lieu of any unused vacation, or,  
                    (b) the Company shall be entitled to recover an amount equivalent to any unearned vacation taken by the Employee
- 15.04.06      When an Employee works overtime, vacation pay shall be paid on the same paycheque that the overtime is paid.
- 15.04.07      Effective January 1, 2004, Vacation pay shall be a percentage of the Employee's earnings, based on length of service with the Company:

LENGTH OF SERVICE WITH THE COMPANY	
Up to 5 years inclusive	6%
6 years to 15 years Inclusive	8%
More than 15 years	10%

**ARTICLE 16 -- GRIEVANCE PROCEDURE**

- 16.01 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 or discharge, which are provided for in Article 17.
- 16.02 Grievances under this article may be initiated by the Union on behalf of any Employee where there is alleged violation, misinterpretation or complaint; however, such grievance must be filed no later than fifteen (15) calendar days after the alleged violation, misinterpretation or complaint occurred or came to light, as the case may be.
- 16.03 Union representatives shall be recognized in discussing any grievance or complaint of any Employee.
- 16.04 Procedure**
- 16.04.01 Step 1
- The Employee shall take the grievance up with the base or location Union Representative where it will be determined if the Employee has a valid grievance. Where a grievance is valid, a settlement may be attempted verbally with the immediate manager by the Union Representative. The Employee may be present at this meeting if he/she so chooses. If a satisfactory settlement is not reached, a written grievance will be submitted to the Immediate Manager or his/her designate. The grievance will specify the nature of the grievance and the circumstances or causes out of which it arose and the remedy or correction that is requested to be made. The Company will hold a meeting within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing. Failing an answer or satisfactory adjustment, the grievance may be submitted by the Union to Step 2 of this procedure.
- 16.04.02 Step 2
- An appeal from Step 1 will be lodged by the Union, in writing, to the Department Director or his/her designate within ten (10) days of receipt of the Company's decision at Step 1. The Company will hold a hearing within ten (10) days of receipt of the written grievance and render a decision, in writing, within ten (10) days of completion of the hearing.
- 16.04.03 Grievance not resolved at Step 2 may be referred to arbitration in accordance with Article 18.



**16.05** Time **Limits**

Time limits may be extended by mutual agreement in writing.

- 16.06** The Company agrees to allow Union Representatives reasonable time away from their regular working duties to carry out duties involved with the settlement of a grievance without reduction of pay.
- 16.07** Throughout these grievance procedures including arbitration, if the attendance of witnesses who are Company personnel is requested, **such** witnesses **will** be given time off without pay for a time sufficient to permit them to appear at hearings, subject only to service pressures. Space available transportation, as required, will be provided over the lines of the Company. In the event that a witness cannot appear at Step 2 grievance hearing in person, their testimony may be entered in writing.
- 16.08** Copies of all correspondence and decisions relative to the grievance procedure will be copied to the Local Union Representative as well as the National Office.
- 16.09** At the request of either party, a hearing may be conducted by teleconference or any person may participate in a hearing by teleconference.
- 16.10** Any grievance decision not appealed by the Union within the relevant time limits, except where the time limits have been extended by mutual agreement in writing, shall be final and binding on the parties concerned; however it will be considered without prejudice or precedent.

**ARTICLE 17 - DISCIPLINE AND DISCHARGE PROCEDURE**

- 17.01 No Employee shall be disciplined or discharged without just cause. An investigatory hearing between the company and the Employee will take place prior to disciplinary or discharge action being taken.
- 17.02 The Company will advise an Employee of the reason for any discussion regarding an Investigation which could lead to discipline or discharge. An Employee may request the presence of a duly accredited representative(s) of the Union or his/her designate.
- 17.03 An Employee who has been disciplined or discharged may file a grievance in accordance with Article 16. However, by mutual agreement between the company and the union, grievances under the provisions of this Article may proceed directly to Step Two of the Grievance procedure or to Arbitration.
- 17.04 Where disciplinary or discharge action is contemplated, the Individual involved may, where necessary, be held out of service pending investigation to provide the Company with sufficient time to investigate and consider all factors. In such a case, the Employee's pay shall not be adjusted until a decision has been made by the Company.
- 17.05 When disciplinary or discharge action is taken by the Company, the Employee will be advised in writing, together with the reasons therefore, with a copy to the local Union representative as well as the National Office.
- 17.06 Disciplinary documents will be removed from an Employee's file after two (2) years have elapsed from the date the disciplinary document was placed on the Employee's file and may not be referred to in any further disciplinary action by the Company.
- 17.07 Employees shall be given a copy of their personal file upon written request to the Human Resources department. When authorized in writing by the Employee, Union Representatives will be given a copy of the Employee's personal file upon written request.

**ARTICLE 18 - ARBITRATION**

- 18.01 Notice of Intention to proceed to Arbitration shall be made in writing to the Director of Labour Relations or his/her designated representative within thirty (30) calendar days of the decision at Step 2 of the Grievance Procedure. Should the Notice of intention not be submitted, it will be considered to have been abandoned without recourse.
- 18.02 An Arbitrator, will be selected jointly by the parties. If the parties are unable to agree on the choice of Arbitrator, either party may request the Minister of Labour to name the Arbitrator.
- 18.03 The Arbitrator shall establish his/her own procedure consistent with the requirements of natural justice.
- 18.04 The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.05 At any Arbitration procedure, the Union and the Company shall have the right to be represented by any person(s) whom they choose or designate.
- 18.06 At any hearing(s) held throughout the Arbitration procedures, all witnesses and representatives who are Employees of the Company shall be given time off without pay, subject to operational requirements and space available travel on Company flights, in accordance with Company policy. Expenses and lost time of witnesses and representatives for either party shall be borne by that party. Time off will not be unreasonably withheld.
- 18.07 The Company and the Union may, by mutual consent, submit any matter under this Article to a Board of Arbitration for determination in accordance with the above procedures.
- 18.08 The arbitrator's decision will be final and binding on the Company, the Union and the Employee(s) involved.
- 18.09 The Company and the Union will share, equally, the expenses and fees of the arbitrator.

**ARTICLE 19 - HEALTH AND SAFETY**

19.01 The Company shall establish healthy and safe working conditions and shall take every possible precaution to protect the health and safety of its Employees, including abiding with all the provisions of the Canada Labour Code.

**19.02 Health and Safety Committees**

Health and Safety Committees, consisting of one member appointed by the Company and one member appointed by the Union as Health and Safety Representative, will be established in accordance with the obligation set out in the Canada Labour Code where Employees are employed. The Committees will meet as required, will monitor all practices needed to enable the health and safety of Employees and will consider, without delay, all situations involving hazardous conditions and practices brought to its attention.

19.03 A Health and Safety Representative is entitled to such time from their work as is necessary to carry out their functions as a representative and any time spent by him/her while carrying out any of those functions will, for the purposes of calculating wages owing to them, be deemed to have been spent at their work.

**19.04 Protective Devices and Safety Equipment**

Where the nature of the work or working conditions so require, Employees will be supplied, at Company expense, all necessary protective devices (excluding uniform), which will be maintained and replaced, where necessary, at Company expense. Costs due to loss or damage due to negligence shall be borne by the Employee. Employees are required to use these items where necessary. Failure to do so is a disciplinable offence.

19.05 Where safety footwear is a requirement of the Company or is legislated, the Employee shall be entitled to an annual safety footwear allowance of eight-five (\$85.00) dollars to be paid upon hire and upon the annual pay increase. Wearing the safety footwear will be a condition of employment.

19.06 "Ear-Muff" type noise suppressors will be made available at work locations where necessary. Costs due to loss or damage due to negligence shall be borne by the Employee. Employees who fail to use noise suppressors will be subject to discipline.

**19.07 Hazardous Material**

The Company shall inform Employees of any hazardous material which they will be required to handle and of any special handling requirements for such material. All applicable Material Safety Data Sheets will be kept current and made available to Employees.

**ARTICLE 20 -- GENERAL**

**20.01 Union Time Off**

- 20.01.01 The Union will notify Labour Relations in writing of the names of its elected or appointed representatives.
- 20.01.02 The Company and the Union recognize the importance of handling Company/Union business as promptly as possible. Such business includes the handling of grievance throughout the process, the negotiation of amendments to the Collective Agreement and the attendance at various Union/Company meetings. It is therefore agreed that the Union representatives will be granted reasonable time off, consistent with service requirements, to carry out such functions. In order to facilitate the approving of time off requests, it is the obligation of the Union representatives to afford as much notice as possible of such needs and to clear in advance their activities, both to their own supervisor and the supervisor of the Employee(s) involved in any problem situation.
- 20.01.03(a) In addition the Company will absorb the cost of lost time due to Union business up to a maximum of five-hundred (500) hours during the term of this agreement. Time from this bank will be limited to members of the Union Bargaining Committee, District Chairpersons and any other Union officers. A request for time off under this provision must be submitted to their local manager and copied to Labour Relations at least twenty-four (24) hours in advance. The Company will keep records of all requests and provide the National Union with a report of hours used and the remaining balance twice a year, April 15 and September 15.
- 20.01.03 (b) The Union will ~~be~~ billed for Union Representative time off except in those situations where the Company has agreed in writing to absorb the cost. The time billed will ~~be~~ actual scheduled time ~~lost~~ at the Union Representative's regular rate of pay, at straight time.
- 20.01.04 When operational requirements permit, the Employer shall grant leave with pay for one (1) Union Representative to attend disciplinary meetings, level 1 and level 2 hearings, arbitration proceedings pursuant to the grievance procedure and Health and Safety Committee meetings and Uniform committee meetings. The time paid shall be actual scheduled time lost at the regular rate of straight time pay.

- 20.01.05** (a) Passes for union business shall be provided on Company lines, subject to the Company's Pass Policy as follows:
- (i) Positive Space Passes -- Collective bargaining meetings with the Company; meetings with the Company; maximum of two (2) for arbitration hearing; grievance hearing.
  - (ii) Space Available Passes -- other Union business
- (b) Passes for the above shall also be available to the National Representative of the **CAW** and officer of the Local Union servicing First Air
- (c) Requests for travel in (a) and (b) above shall be requested through the Interline Department

**20.02 Corporate Reorganization**

In the event the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition and/or certificate issued by the Canada Industrial Relations Board then in existence, will not be affected in any way, except as otherwise governed or directed by the Board.

**20.03 Bulletin Boards**

The Company will provide boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the Employees.

**20.04 Company Manuals**

The Company will make available to all Employees, manuals and policies affecting the working conditions of Employees and will provide copies of such, together with revisions thereto, to the Local Union and National Office as requested through the Human Resources Department.

**20.05 Uniforms**

- 20.05.01** All Employees shall conform with the dress code and uniform policy established by the Company. The Company shall provide uniforms in accordance with the Company Uniform Policy.
- 20.05.02** The Union shall appoint one Employee from the Customer Service Agent classification and one Employee from the Cargo classification to the Uniform Committee to provide input into decisions regarding cost, style, or changes to the uniform. The Company may stipulate that Uniform Committee meetings may be conducted by teleconference.

- 20.05.03 The Employee's share of the uniform cost may be paid by payroll deduction over a period of up to twelve (12) months. The minimum payroll deduction will be twenty-five dollars (\$25.00) per month except for a final balancing payment.
- 20.05.04 During the normal life expectancy of a uniform item, any item damaged in the course of normal duties and not due to negligence by the Employee shall be replaced or repaired by the Company at no cost to the Employee.
- 20.05.05 Employees may wear a CAW union pin on their uniform.
- 20.05.06 Customer Service Agents who wear a dress uniform will be entitled to a monthly dry cleaning allowance of thirty dollars (\$30.00).
- 20.05.07 Customer Service Agents will be entitled to a seventy-dollar (\$70.00) shoe allowance per year to be paid upon hire and upon the annual pay increase.
- 20.05.08 Maternity uniforms shall be provided by the Company.
- 20.05.09 Initial alterations to new uniforms shall be paid for by the Company.

**20.06 Pay Errors**

- 20.06.01 Should there be an error by the Company or its agent, which results in a shortage in an Employee's pay cheque in the amount of fifty dollars (\$50) or more, such error shall be rectified and paid within five (5) workdays upon receipt of notice of such error. Should the error be less than fifty dollars (\$50), such error shall be rectified and paid to the Employee on the next regular pay cheque.
- 20.06.02 Where the Company is recovering an overpayment, a mutually agreed upon repayment schedule shall be arranged between the Company and the Employee in writing within fourteen (14) days of the date that the Employee has received a written notification of the overpayment. Employees who do not contact the Company within fourteen (14) days of receipt of the written notification of the repayment, shall have a repayment schedule arranged by the Company. In both cases, the repayment period shall not exceed three (3) months unless mutually agreed. When an Employee is terminated, the entire overpayment will be deducted from the final paycheque.

**20.07 Copies of Agreement**

As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement. The Company will pay the full cost of having the Collective Agreement printed.



**20.08 Mailing List**

The Company will provide the Union with an updated mailing list of all Employees on a quarterly basis with a copy of any change of address notices received from Employees.

**20.09 Human Rights**

- 20.09.01 Employees will not suffer any harassment, nor will they be discriminated against by the Company and/or the Union, or any of the officers or agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, family relationship, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal.
- 20.09.02 The Company further commits that no Employee covered by this Agreement will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.
- 20.09.03 The Company and Union recognize an Employee's right to a working environment which is free of harassment on any of the prohibited grounds of discrimination as described in the foregoing. Violation of this principle as covered by the article, will be dealt with by way of disciplinary sanctions up to and including discharge. For the purposes of this provision, harassment means any conduct, comment or gesture which can reasonably be inferred as relating to a prohibited ground of discrimination and which is:
- unwanted or may reasonably be considered as unwanted; or
  - offensive, humiliating, abusive, threatening or which has adverse effects on an individual's employment.
- 20.09.04 Complaints and/or grievances involving allegations of harassment will be handled with all possible confidentiality.
- 20.09.05 No reprisal shall be made against an Employee because they filed a complaint of harassment, except where a false charge has been made with malicious intent.

**20.10 Insurance Payments**

- 20.10.01 Salary advances of up to four (4) weeks shall be provided to an Employee who has filed for STD (Short Term Disability) or WSIB (Workers Safety Insurance Benefits)

**20.10.02** Overpayments shall be dealt with in accordance with article 20.06

**20.11 Parking**

The Company shall provide free parking for Employees.

**20.12 Base Closures**

The Company shall provide for a minimum three (3) months notice of base closures.

**20.13 New Employee orientation**

The Company agrees to acquaint new Employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues *check-off*. A new Employee shall be advised of the name and location of her union representative. Whenever the union representative is employed in the same work area as the new Employee the Employee's immediate supervisor will introduce her to her union representative who will provide the Employee with a copy of the collective agreement. The Company agrees that a union representative will be given an opportunity to meet with the new Employees in a classroom environment within regular working hours without loss of pay for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new Employees with the benefits and duties of union membership and the Employee's responsibilities and obligations to the employer and the union.

**ARTICLE 21 -- EMPLOYEE BENEFITS**

21.01 Qualifying Employees shall be covered by the Company's short term disability plan, long term disability plan and extended health care plan according to the terms of these plans and as described in the Benefit Book.

21.02 Premium cost share arrangements are as follows:

- Life Insurance: 100% Company paid\*
- Accidental Death and Dismemberment: 100% Company paid
- Dental Insurance: 50% Company paid
- Short-Term/Long-Term Disability: 100% Company paid
- Extended Health Care: 100% Company paid

\*Additional life insurance may be purchased by the Employee through payroll deduction.

21.03 Insurance carriers may be changed at the discretion of the Company provided comparable benefits are maintained.

**21.04 Sick Leave**

21.04.01 Sick leave is defined as a period of one or more days or parts thereof, during which an Employee was scheduled to work and was unable to report due to illness or injury.

21.04.02 Full Time Employees shall receive eighty-eight (88) hours of sick leave credit at the start of each year. New Employees hired after the beginning of the calendar year will receive sick leave credits prorated at 7.33 hours per month.

21.04.03 Part Time Employees shall receive sixty-six (66) hours of sick leave credit at the start of each year. New Employees hired after the beginning of the calendar year will receive sick leave credits prorated at 5.5 hours per month.

21.04.04 Casual employees will not be entitled to sick leave.

21.04.05 Where an Employee has sufficient time in her sick bank, one hour of sick leave time shall be deducted from her sick leave bank for each hour an Employee is off sick.

21.04.06 Each Employee's sick leave bank will be cleared to zero each December 31.

21.04.07 A Doctor's certificate must be provided for sick leave in excess of three (3) consecutive days or for a shorter absence if requested by the Company.

21.04.08 Where an Employee has exhausted all his sick leave credits, any additional time off due to illness may be deducted from the Employee's time bank or the Employee shall not be paid for the additional time off.

21.04.09 Perfect Attendance Award

- (a) Employees with a perfect attendance record (ie. no hours of Sick Leave taken) over a full calendar year will receive the hours equivalent to two (2) regular days of work credited to their vacation bank. Employees who take only take Sick Leave during one regular working day over a full calendar year will receive the hours equivalent to one (1) regular day of work credited to their vacation bank. In both cases vacation will be awarded to the Employee in the next year's vacation allotment.
- (b) All Employees must have worked one (1) full year to qualify.
- (c) An Employee on any leave(s), except vacation, for a period of six (6) months or more in a calendar year are deemed ineligible for the Perfect Attendance Award.

**21.05 Group Registered Retirement Savings Plan**

CAW Employees will be entitled to participate in the Company-Wide Group Registered Retirement Savings Plan (GRRSP). The Company will establish policies and rules concerning the GRRSP.

- (a) Employee and Company contributions are as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4+</u>
Company portion	2%	3%	4%	5%
Employee portion	2%	2%	2%	2%

- (b) (i) As of January 1<sup>st</sup>, 2003, the Company portion of the GRRSP shall be 3.5% for all those Employees who signed up for the plan in June 2002.
- (ii) As of January 1<sup>st</sup>, 2004, the Company portion of the GRRSP shall be 4.5% for all those Employees who signed up for the plan in June 2002.
- (iii) As of January 1<sup>st</sup>, 2005, the Company portion of the GRRSP shall be 5% for all those Employees who signed up for the plan in June 2002.

**ARTICLE 22 -- DUES DEDUCTION**

- 22.01 The Company will deduct on the payroll for each period, from wages due and payable to each Employee coming within the scope of this Collective Agreement, an amount equivalent to the dues of the Union subject to the conditions set forth herein.
- 22.02 The amount to **be** deducted shall **be** equivalent to the regular dues payment of the Union and shall include assessments or initiation fees applicable to new hires. The amount to be deducted shall not **be** changed during the term of the Agreement except to conform with a change in the amount of regular dues to the Union in accordance with its constitutional provisions.
- 22.03 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 22.04 If the wages of an Employee payable for any period are insufficient to permit a full deduction, no such deduction will be made from the wages of such Employee by the Company on that payroll. The Company will not, because the Employee did not have sufficient wages on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 22.05 Only payroll deductions now or hereafter required by law and deductions of monies due or owing the Company shall be made from wages prior to the deduction of dues.
- 22.06 The amount so deducted from wages, accompanied by a statement of deductions from individuals, will be remitted by the Company to the Union, as may be mutually agreed by the Company and the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 22.07 The Company shall not **be** responsible for arrears.
- 22.08 The Company shall not be responsible financially, 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 deducted pursuant to the provision of this article, shall terminate at the time it remits

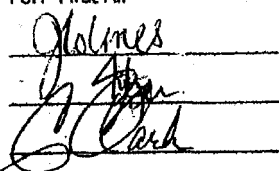
the amounts payable to the Union.

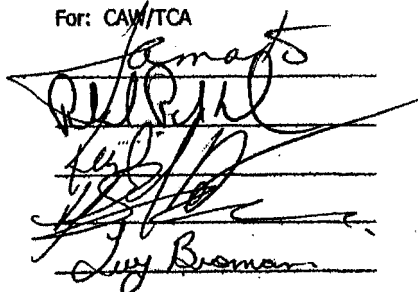
- 22.09** In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this article, both parties shall cooperate fully in the defence of such action. Each party shall bear its 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.
- 22.10** Employees shall be provided with a T4 slip indicating the amount of union dues deducted.

**ARTICLE 23 -- DURATION**

- 23.01 This agreement is effective May 8, 2003, except as otherwise provided herein, and will continue in full force and effect until May 7, 2006, and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month to month unless notification to reopen the Agreement, in writing, is served by either of the parties hereto not more than four (4) months prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 23.03.
- 23.02 Where notice to bargain collectively has been given, the Union and the Company will, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a new Collective Agreement.
- 23.03 This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no agreement has been reached.

DATED AT OTTAWA, ONTARIO May 2<sup>nd</sup>, 2003.

For: First Air  
  
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For: CAW/TCA  
  
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May 8<sup>th</sup>, 2003 – May 7<sup>th</sup>, 2006

LETTER OF UNDERSTANDING #2

Between: First Air and CAW/TCA Canada Local 2002

**Subject: Part-time and Casual Employees**

It is agreed that the Company shall 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.

Where the utilization of Part-time Employees is required, the Company agrees that the following conditions shall apply:

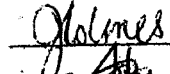
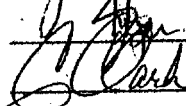
1. Part-time Employees shall be scheduled for a minimum of 20 hours up to a maximum of 32 hours per week.
2. Days off for Part-time Employees shall not be less than 2/7 of the total number of days per cycle.
3. Except as modified by this Letter of Understanding, the Collective Agreement applies to Part-time Employees.

Where casual employment is resorted to due to significant fluctuations in the operation that arise from time to time, the Company is in agreement that care must be taken to avoid deterioration of the conditions and scheduling of both Full-time and Part-time Employees at the base.

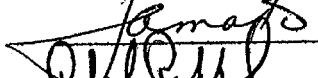
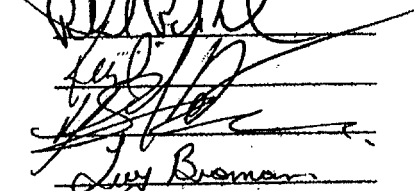
Any exceptions to the above shall be dealt with between the Union and the Company at the headquarters level.

Dated : May, 2003

For: First Air

  
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For: CAW/TCA

  
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May 8<sup>th</sup>, 2003 – May 7<sup>th</sup>, 2006

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**LETTER OF UNDERSTANDING#4**

Between: First Air and CAW/TCA –Canada Local 2002

**Subject: Iqaluit**

This is further to the concerns raised by the CAW/TCA Canada Local 2002 negotiating committee with respect to the First Air operation in Iqaluit.

By way of this letter the CAW/TCA Canada Local 2002 and First Air have agreed to the following:

1. The parties agree that Employees will be permitted to work to a maximum of 72 hours per week. Employees who reach 72 hours in one week (7 days) will be removed from duty status for a minimum of eight (8) hours. This does not constitute a guarantee of minimum hours of work.
2. The Company agrees to provide one day off every two weeks that being a Sunday. The Company will post a list on each Saturday outlining the manpower requirements for the following Sunday's operations. Should additional manpower be required, Employees who have signed the list may be required to report for duty. These Employees will be guaranteed a minimum of four hours.

Dated May 2003

For: First Air

*John Holmes*  
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For: CAW/TCA

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LETTER OF UNDERSTANDING #5

Between: First Air and CAW/TCA --Canada Local 2002

Subject: Ottawa Airport – Third Party Handling

It was recognized and agreed by the Union and the Company that the Ottawa operation relies very much on contracting in the passenger handling services of other airlines. Given the competitive nature of the business and the fact that this business impacts significantly on employment levels at Ottawa Airport, the Union has agreed to the following wage rates for all new employees hired after May 8, 2003.

Level	Length of Service	Effective May 8, 2003	Effective May 8, 2003	Effective May 8, 2003
1	0-12 months	\$9.00	\$9.32	\$9.64
2	13-18 months	\$9.50	\$9.83	\$10.18
3	19-24 months	\$10.00	\$10.35	\$10.71

- Upon completion of 24 months continuous service the Employee shall progress to Level 1 of the Customer Service Scale

Dated: May 2003

For: First Air

*Holmes*  
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For: CAW/TCA

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**LETTER OF UNDERSTANDING # 6**

Between: **First Air and CAW/TCA --Canada Local 2002**

Subject: **TEMPORARY EMPLOYEES**

Wherever possible, the Company will staff its operations with Full Time and Part Time Employees. It is understood that the use of Temporary employees may be desirable due to varying workloads in the contracting in of third party carriers.

Where the Company has a requirement to utilize Temporary employees the following rules will apply:

- (a) Hours of Service - Temporary employees will work on an as required basis but no less than twenty (20) hours a week. Temporary employees shall bid their shifts after all Full-time and Part-time employees in seniority order.
- (b) Overtime - as per Article 7
- (c) Rates of Pay - Temporary employees will be paid the hourly rate of pay in accordance with Article 5.
- (d) Seniority - Temporary employees will have their own seniority list which shall commence from their date of hire. Their seniority shall only accrue for the purpose of seniority amongst Temporary employees and not for pay purposes when laid off. When a Temporary employee moves to a permanent position within the bargaining unit a new seniority date will be established based on his permanent hiring date. Only If there is no break in service (i.e. position goes from Temporary to Permanent) shall his seniority be made retroactive to his first date of hire.
- (e) Vacancies - Temporary employees shall be offered in seniority order any permanent vacancies that may become available in accordance with the provisions of Article 12.
- (f) Vacation - Vacation Pay of six percent (6%) of gross earnings will be paid on each pay cheque for a pay period.
- (g) Holidays - Compensation for work on a general holiday will be in accordance with the Canada Labour Code.
- (h) Grievance - Temporary Employees will have access to the grievance procedure.
- (i) Dues - Deduction of Dues will be in accordance with CAW policy.
- (j) Benefits - Temporary employees shall not be eligible for benefits.
- (k) Duration - Temporary employees shall be hired for a period not exceeding six (6) months. If the vacancy goes beyond six (6) months then the position shall be

offered to the most senior Temporary employee and provided that employee has worked a minimum of six (6) months he shall then be eligible for all benefits immediately following the six (6) months and shall have his seniority made retroactive to his date of hire.

- (l) Employee List -The Company will provide the Union with a list of Temporary employees currently on staff. The Company agrees to advise the Union when hiring any Temporary employees.

Dated: May, 2003

For: First Air

For: CAW/TCA—Canada

For: First Air

*Holmes*  
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For: CAW/TCA

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**APPENDIX " A"**

**SPECIALIZED WORK FUNCTIONS**

(a) At the time of the signing of the collective agreement, the following are considered to be Specialized Work Functions under article 1.05.10 and Employees will be required to bid within these work functions for twelve (12) months:

- Specialty Desk (Reservations)
- Business Interline (Reservations)
- YFB Hospital (YFB Ticket Counter)
- Load Control (YZF)
- Operations – YOW, YZF, YFB, YRT
- Continental Airlines (YOW Ticket Counter)
- CANJET (YOW Ticket Counter)

Notwithstanding the above, additional Specialized Work Functions may be determined by the Company. Prior to this, discussions will be held with the CAW.

(b) At the time of the signing of the collective agreement, the following are considered to be Specialized Work Function handling third party contracts under article 1.05.10 and Employees will be required to bid within these work functions for twenty-four (24) months:

- Continental Airlines (YOW Ticket Counter)
- CANJET (YOW Ticket Counter)

Employees may request to bid out after twelve (12) months and approval will be at the Company's discretion subject to training requirements and availability.

Notwithstanding the above, additional third party contracts may become available. Discussion will be held with the Union regarding the length of time Employees will be required to bid within the function.