



COLLECTIVE AGREEMENT

Between

JAZZ AIR INC.

And

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS**

UNION OF CANADA

(CAW-CANADA)

AND ITS LOCAL 2002

Effective from July 1st, 2009 to January 13th, 2013

THIS COLLECTIVE AGREEMENT IS THE PROPERTY OF:

Name: _____

Base: _____

Address: _____

Telephone: _____

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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 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 co-operate 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 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 variance with the procedures and policies developed by the Company the collective agreement will take precedence.
- 1.03 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 will not invalidate the remaining portions thereof, and they will remain in full force and effect. The Company agrees to meet with the Union at headquarters level to discuss the impact of these changes.
- 1.04. There will be no strikes or lockouts so long as the Agreement continues to be in effect pursuant to Article 21 - Duration and Renewal.

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 city served by the Company where employees covered by this agreement are employed.
- 1.05.03 **Classification** - means a classification as described in Article 4.
- 1.05.04 **Company** - means Air Canada Jazz as represented through Officers and Management at various levels.
- 1.05.05 **District** - means a District of the union as determined from time to time in accordance with its by-laws.
- 1.05.06 **Division** - means a grouping of classifications as described in Article 4.
- 1.05.07 **Employee**- means any person in the employ of the company who is in the bargaining unit covered by this Agreement.
- 1.05.08 **Location** - A subdivision of a base according to **work-site**, office or area as mutually agreed between the Company and Union.
- 1.05.09 **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel their employees to agree to terms or conditions of employment.

- 1.05.10 Requirements of the Service - Means a situation which calls for immediate action and which cannot be reasonably predicted or **pre-planned** for.
- 1.05.11 Shift - means a period of time within a **day(s)**, as delineated in a shift schedule.
- 1.05.12 A **Day Shift** - will mean any shift, which starts on or after 0600 hours but before 1200 hours.
- 1.05.13 An Afternoon Shift - will mean any shift, which starts on or after 1200 hours but before 1900 hours.
- 1.05.14 A **Night Shift** - will mean any *shift*, which starts on or after 1900 hours but before 0600 hours.
- 1.05.15 Midnight **Shift** - will mean any shift, which includes a full four (4) consecutive hours worked between the hours of midnight and 0500.
- 1.05.16 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.
- 1.05.17 Status - means **full** time or part time.
- 1.05.18 Strike – means
- (i) a cessation of work, or
 - (ii) a refusal to work, or
 - (iii) a refusal to continue to work, or (iv) an act or omission that is intended to, or does, restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and "to strike" has a similar meaning.
- 1.05.19 Union - means the National Automobile, Aerospace, Transportation and General Workers Union of Canada, (CAW-Canada) and its Local 2002.
- 05.20 **Vertical Line** - A line beside an Article denotes a revision effective with the current Agreement.
- 1.05.21 **Work Week** - shall be from 0001 Monday to 2359 Sunday.
- 1.05.22 **Adhoc** - Ad **hoc** work **is** work that the Company makes available after the shift schedule has been posted.
- 1.05.23 Prone **Rest** – The **minimum** amount of required rest between shifts.
- 05.24 Relief Assignment – Work in the division or classification outside of an employee's base for fewer than thirty (30) days.
- 1.05.25 Special Assignment – Work assignments not covered by relief assignments or work assignments not covered by this Agreement.
- 1.05.26 implementation Date – Subject to Article 6.03.01 and 6.03.05, the implementation date is defined as the first day that the new shift schedule is worked.

ARTICLE 2 – UNION RECOGNITION

- 2.01** The Company recognizes the Union as the sole bargaining agent for the employees as certified by the Canada Industrial Relations Board on April 27, 2001, or as may be subsequently amended by the Board or agreed by the Company and Union. Current classifications are listed in Article 4.
- 2.02** All employees who, on the date of the signing of this Agreement, are Union members in good standing, or who may subsequently become Union members in good standing, **will as** a condition of employment maintain Union membership. All employees who, as of the effective date of this Agreement, are not Union members will not be required to become members as a condition of employment. All new employees hired as of the date of signing of this Agreement will, as a condition of employment, become Union members within **30** days from the date of employment and will as a condition of employment, remain Union members in good standing.
- 2.03** Contracting Out - Unless otherwise expressly stated elsewhere in this agreement, the definitions listed below apply only for the purposes of Article 2:
- 2.03.01** "Air Canada" or "AC" shall mean Air Canada mainline operations.
- 2.03.02** "AC Local Market Code Share Agreement" shall mean a Commercial Agreement whereby Air Canada Code is provided for use by a Tier III carrier with respect to flights in which the Code is used for the sole purpose of selling seats on routes within a local market.
- 2.03.03** "AC Connecting Market Code Share Agreement" shall mean a Commercial Agreement whereby the Air Canada Code is provided for use by a Tier III carrier with respect to flights that the Tier III carrier operates for the sole purpose of selling seats to connecting markets and for which the sale of said seats is accomplished with connections to either Air Canada or another Air Canada code sharing airline.
- 2.03.04** "Commercial Agreement" shall mean a formal arrangement whereby the Air Canada Code is provided for use by a Tier III carrier.
- 2.03.05** "Tier III Carrier" shall mean a Canadian air carrier operating in Canada, but excluding the Northwest and Nunavut Territories, that has a Commercial Agreement **with Air Canada** or Air Canada Jazz, or both.
- 2.03.06** "Control" means that one entity will be considered to "Control" another entity (Entity B), only if it, whether directly or indirectly:
- owns securities that constitute, are exercisable for or convertible into more than (a) fifty (50) percent of Entity B's outstanding common shares, or if shares in addition to common shares have voting power then (b) fifty (50) percent of the voting power of all outstanding securities of Entity B entitled to vote generally for the election of members of Entity B's Board of Directors or similar governing body; or
 - maintains the power or right to manage or direct the management of all or substantially all of Entity B's air carrier operations; or
 - has the power or right to designate or provide all or substantially all of Entity B's officers; or
 - has the power or right to appoint or elect a majority of Entity B's Board of Directors, or other governing body having substantially the powers and duties of a board of directors; or

- has the power or right to appoint or elect a minority of Entity B's Board of Directors or similar governing body, but only if such minority has the power or right to appoint or remove Entity B's Chief Executive Officer, or President, or Chief Operating Officer, or the majority membership of the Executive Committee or similar committee on Entity B's Board of Directors, or the majority membership of at least one-half (112) of Entity B's Board committees.

- 2.04** With the exception of the provisions contained in article 2.06, 2.07 and 2.08, the Company shall not contract out bargaining unit work that is currently being performed, as of the date of ratification, by employees covered by this collective agreement.
- 2.05** Subject to ACJ remaining under the Control of AC, and only at bases where ACJ has employees performing work as CSA's as of the ratification date of this agreement, the Company commits that work performed by or on behalf of the Company by employees covered under this Agreement will continue to be performed by ACJ employees covered under this agreement, at locations at which a Tier III carrier operates pursuant to an AC Local Market Code Share Agreement.
- 2.06** Excluding all Air Canada staffed Stations, the Company commits that all CSA/Cargo bargaining unit work, within Canada (but excluding the Northwest and Nunavut Territories), at a new base where there are at least fifty (50) Air Canada Jazz flights per month that remains in operation beyond a twelve (12) consecutive month period, shall be performed by CSA/Cargo employees covered under this Agreement commencing upon the first day of the first month after the base has been in operation for twelve (12) consecutive months.
- 2.07** As of the date of ratification, at all existing stations where Air Canada Jazz presently has contract employees those positions shall be exempt from the provisions contained herein. The Company commits to a joint review of the operation with the Union with an aim to bringing work into the bargaining unit.
- 2.08** Nothing in this agreement restricts the Company from closing a base and laying off employees when a Tier III carrier is operating pursuant with an AC Connecting Market Code Share Agreement as per 2.03.03.
- 2.09** In addition to Article 2.05 should ACJ cease to operate into a base and subsequently commences to fly its own aircraft back in the base or enters into a AC Local Market Code Share Agreement, work at that base which was performed by employees covered by this Agreement will be returned.
- 2.10** Except as provided in Article 2 and Article 4.01 no employee or other person not covered by this Agreement shall perform work covered under the scope of this Agreement. Management and other Company employees outside the bargaining unit shall 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 will have the right to direct the affairs of the Company in an efficient and effective manner by the direction of the working force including the right to hire, discipline and discharge for just cause, promote, transfer, relocate and layoff due to lack of work or for other legitimate reasons. These enumeration's will not be deemed to exclude other prerogatives not enumerated, and any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company. Such rights will be exercised in a manner that is fair, reasonable and consistent with the provisions of the Agreement.
- 3.02** It is agreed and understood that nothing in the foregoing will detract from the right of the employee or the Union to initiate a grievance in the manner provided for by this Agreement.

ARTICLE 4 – SCOPE OF AGREEMENT

4.01 All personnel who perform the work as defined in the following classifications are covered by this agreement:

4.01.01 Current cross utilization of employees may continue at each base and there will be no change in current practice without mutual agreement. Upon the opening of a new base, the Company will determine whether the base will cross utilize employees in the Cargo/CSA classification.

4.02 Customer Service Division

4.02.01 Customer Service **Agent** - Comprises all those who perform Customer Sales and Service functions for the purpose of making reservations; computing fares, disseminating information: assembling, controlling and transmitting reservations and passenger data; compute, process and issue tickets: serve the public at airport counters and gates; receive and tag baggage; process claim forms for damaged and missing baggage, including processing damaged baggage for repair: maintain records as required including, but not limited to, flight arrival and departure times, conduct radio communications with the aircraft; maintain supplies; process station accounting reports: attending to passengers requiring assistance to and from the aircraft; jet-way operation, load preplanning, weight & balance: and perform other duties and functions related to the foregoing.

4.02.02 Cargo Agent - Comprises all those who process the shipment of all freight and COMAT; take cargo to and from the aircraft and initiate claims resulting from missing and damaged cargo.

4.02.03 Departure Control Coordinator - Comprises those employees who ensure all Air Canada Jazz flights are created and in a suitable state for passenger check in; flights are closed out and reconciled correctly in the computer reservations system and other related systems, action flight schedule adjustments; manage **upline** and **downline** seat protection, passenger re-protection and station reconciliation: manage the technical functions within the Departure Control System and other duties related to the foregoing.

4.02.04 Station **Terminal** Operation Control (**STOC**) - Comprises all those who perform STOC Coordinator functions for the purpose of coordinating the Company's domestic and transborder operations. Such functions may include delay coding and investigation; disseminating information; establishing communications link between SOC and aircraft; communicating operational information **to/from** maintenance; communicating operational information to Air Canada for action; assembling and controlling the gate board; computing **all flight arrival/departure** information via FMIS II; conducting related air to ground communication: maintaining records as required including, but not limited to, the performance **of radio/agris** communications; maintaining supplies; weight and balance and perform other duties and functions related to the foregoing. In addition, **at** Toronto's Lester B. Pearson International Airport, STOC Coordinators will coordinate the movement of all cargo received from Air Canada; limited administration of customs paperwork, express and COMAT including the manifesting of transborder **freight/COMAT** and cargo processing.

4.02.05 **Lead Agent** -the duties of the Lead Agents will vary according to the work location, and may include administrative duties. The principle function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of the group.

4.02.06 Senior Lead -the duties will include those of a Lead Agent and will also include time reporting and/or scheduling.

4.03 Aircraft Service Division

4.03.01 **Ramp Attendant** - Comprises those employees who are engaged in aircraft marshaling; push backs; **jet-way** operation; loading and unloading of baggage and freight from aircraft; preparation of load advice forms; transferring and distribution of baggage, tie-down and general security of aircraft; de-icing of aircraft; minor light cleaning of aircraft interior including garbage removal and exterior including windscreens, on short turnaround where there are no Cabin Services personnel on the base; loading and unloading disabled passengers: service aircraft lavatory and water; and commissary in YXU, YTZ, YBG, YUY, WO.

Short Turnaround - an aircraft, which has a scheduled turn, to a maximum **30** minutes, not including irregular operations.

4.03.02 **Tower** - Comprises those employees responsible for aircraft towing function and may include mobile support, wing walking and **jet-way** operation; as well as **lavatory/water** servicing. Toronto, Calgary and Vancouver will maintain a separate towing function. It is agreed that at other bases it will be part of the ramp function until such time that there is sufficient work to establish a separate classification.

4.03.03 **Cabin Services** - Comprises those employees who are engaged in line light cleaning, remain overnight cleaning (**RON**) and heavy and deep cleaning, security sweeps, **interior/exterior** cleaning of the aircraft **but** not involving the repair of interior structures or appliances. Exterior cleaning may include wet washing and dry polish cleaning. It is agreed that Vancouver, Calgary and Toronto will maintain separate locations. At other bases where there is sufficient work the Company agrees to establish separate work locations.

4.03.04 **Driver/Delivery Agent** - Comprises those employees who pickup and deliver mail, freight, express and **COMAT**, drive crew vans and perform **chauffeur/delivery** duties as required and commissary in **YQB**.

4.03.05 **Aircraft Services Lead** - the duties of the Lead Agents will vary according to the classification and may include administrative duties. The principle function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise, and operational demands while remaining a full working member of the group.

4.03.06 **Senior Lead** - the duties **will** include those of a Aircraft Services Lead Agent and will **also** include time reporting **and/or** scheduling.

ARTICLE 4.04 – New Classifications

4.04.01 **New Classifications** - Where the Company establishes a new classification, the appropriate classification **wage** rates and progressions shall be negotiated.

4.04.02 The Company and Union may, by mutual agreement, combine any of the classifications or positions described in this Article or create new classifications or positions. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s) or position(s), unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.

ARTICLE 5 – RATES OF PAY, PREMIUMS, PAY PROVISIONS

5.01. Wages paid to employees will be based on length of employment and on the work performed in the classification covered **by** this Agreement. Where an employee works in more than one classification, they will be paid in the higher rated classification.

- 5.01.01** Notwithstanding 5.01 and where labour market economic pressures exist **as** determined by the Company, the Company will consult the Union Bargaining Committee of the need to offer wages in excess of the starting rate.
- 5.01.02** Subject to 5.01.01, when an employee transfers/bumps out or otherwise relocates to a base not subject to economic pressures the employee will revert to their applicable length of employment wage scale (i.e. time on scale).
- 5.02** Scheduled advancement from one rate of pay to the next higher rate of pay in the wage scale established for each position will occur upon completion of the period described in each wage scale, except **as** may be otherwise specifically provided for in this Agreement.
- 5.03** When an employee changes classifications or progresses to another position, the employee's new rate of pay **will** be determined by moving the employee to the rate of pay in the new wage scale which is closest to their current rate of pay; however, if the new rate is **less** than what the employee was receiving, the employee will be advanced to the next higher level of the new scale. **Scheduled** advancement **will** continue in accordance with Article 5.02.
- 5.04** The following are the rates of pay for all classifications/positions covered by this agreement

CSA/DCC/STOC/CARGO	July 09	July 10	July 11
11 th year	20.43	20.84	21.26
10 th year	19.92	20.32	20.73
9 th year	18.99	19.37	19.76
8 th year	18.88	19.26	19.64
7 th year	18.75	19.12	19.51
6 th year	18.54	18.91	19.29
5 th year	18.11	18.47	18.84
4 th year	16.76	17.09	17.44
3 rd year	15.42	15.73	16.05
2 nd year	14.11	14.39	14.68
1 st year	12.89	13.15	13.41

RAMP/TOWER/CABINS/COMMISSARY/DRIVERS	Jul 09	Jul 10	Jul 11
11th year	17.58	17.94	18.30
10th year	17.17	17.51	17.86
9th year	16.37	16.70	17.03
8th year	16.32	16.65	16.98
7th year	16.19	16.51	16.84
6th year	15.98	16.30	16.63
5th year	15.61	15.92	16.24
4th year	14.74	15.03	15.33
3^r year	13.87	14.15	14.43
2ⁿ year	13.08	13.34	13.60
1^s year	10.70	10.91	11.13

5.05 Pay Provisions

5.05.01 Employees will be paid twice per month

5.05.02 Time debits and credits will be recorded to the nearest tenth (1/10th) of an hour.

5.05.03 Recovery of pay errors will be limited to those errors which occurred during the 12 month period immediately preceding the date of the discovery of the error.

5.05.04 When the error involves an overpayment to an employee which is being recovered by the Company the maximum amount detectible from each pay cheque will be thirty dollars (\$30.00) or such larger amount **as** requested by the employee. In the event the employee's service with the Company is terminated, all monies due to the company will be deducted *from* the final pay cheque.

5.05.05 Prior **to** any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made and when the deductions will commence.

5.05.06 When an error involves **an** underpayment to an employee in the amount of one hundred dollars (\$100.00) or more, the Company will make restitution within three (3) working days **following** the receipt of the notice and verification of the underpayment. **If** the underpayment is less than one hundred dollars (\$100.00), such error will be rectified and paid to the employee on the next regular pay following verification. Verification will be completed **as** quickly **as** possible but within three (3) working days of the employee reporting the error.

- 5.05.07 If an employee does not receive their pay within two (2) days of the payday due to a fault in the company's payroll system, the Company will make emergency funds available to the employee on request
- 5.05.08 Each pay date employees will be provided with a pay statement clearly indentifying all credits/debits made, time bank withdrawals, time bank balance, and vacation balance. Other relevant information, including sick bank debits/credits and balance, and pass charges information will be included as the system is developed.
- 5.05.09 **Pay and Time Records-** Accurate time records shall be maintained for each employee, which will be made available on request to the employee. Accurate pay records will also be maintained for each employee and will be made available on request to the employee and to a Union Officer when authorized by the employee in writing.

5.06 Premiums:

- 5.06.01 **Lead Premiums-** Leads shall receive a premium equal to ten percent (10%) over the highest rate in their scale.
- 5.06.02 **Senior Lead Premiums-** Senior Leads shall receive a premium equal to fifteen percent (15%) over their highest rate in their scale.
- 5.06.03 **Adhoc/Line Trainers Premium-** Training Instructors shall receive a rate equal to ten percent (10%) above their rate.

Article 5.07-LOYALITLY PREMIUMS

5.07.01 Effective January 1st, 2010 and phased in over the period of the current Collective Agreement [subject to the tables below], the Company agrees to pay employees an hourly loyalty premium, based on hours worked. The following rates will apply:

CSA SCALE	Loyalty Premium		
	Jan 10	Jan 11	Jan 12
11 th year	0.20	0.41	0.41
10 th year	0.20	0.40	0.40
9 th year	0.19	0.38	0.38
8 th year	0.19	0.38	0.38
7 th year	0.19	0.37	0.37
6 th year	0.19	0.37	0.37
5 th year	0.18	0.36	0.36
4 th year	0.17	0.34	0.34
3 rd year	0.15	0.31	0.31
year	0.14	0.28	0.28
1 st year	0.13	0.26	0.26

Loyalty Premium			
ACS SCALE	Jan 10	Jan 11	Jan 12
11 th year	0.18	0.35	0.35
10 th year	0.17	0.34	0.34
9 th year	0.16	0.33	0.33
8 th year	0.16	0.33	0.33
7 th year	0.16	0.32	0.32
6 th year	0.16	0.32	0.32
5 th year	0.16	0.31	0.31
4 th year	0.15	0.29	0.29
3 rd year	0.14	0.28	0.28
2 nd year	0.13	0.26	0.26
1 st year	0.11	0.21	0.21

Note: LOU #9 conversion to hours

Note: Appendix 6 withdrawal form

- 5.07.02 The employee may make withdrawals from the cash bank for payroll payment purposes subject to the required notice in article 14.04. Notwithstanding, the cash **bank** will be cleared at the end of each calendar year.
- 5.07.03 The employee can only declare to convert their accumulated cash ban to hours to be credited to their time bank once per year subject to article 5.07.02. The conversion date is **December 31st** in each calendar year.
- 5.07.04 Each pay date, employees will be provided with a pay statement clearly identifying all **credits/debits** made

ARTICLE 6 – HOURS OF WORK

- 6.01 The workday for employees will be determined by the hours of work schedule outlined in Article 6.02.
- 6.02 The workweek will average forty (40) hours and will be accomplished **by** various work schedules, as follows:

Schedule	Hours Paid/Hours On shift
5 days on 2 days off	8/8.5
5 days on 3 days off	9.1/9.6
4 days on 3 days off	10/10.5
5 days on 4 days off	10.3/10.8
4 days on 4 days off	11.4/11.9
5 days on 5 days off	11.4/11.9
3 days on 3 days off	11.4/11.9
3 days on 4 days off	13.3/13.8

In addition to the foregoing the continental work week outlined in LOU #3 will be part of the standard workweek in bases where it is currently worked. The parties must mutually agree to implement these shifts in other work locations.

Any scheduled shift of eight hours or more in duration may have a scheduled unpaid meal period not to exceed one half (1/2) hour. The decision to have a scheduled meal period will be subject to operational requirements and employee preference.

6.02.01 Where it is mutually agreed between the Company and Local Bargaining Representative, that the work schedules as provided under Article 6.02 are not practical or desirable, the schedule may be varied. In no case will less than two (2) days off be scheduled in any block of days off, all night shifts must have three (3) days off.

6.02.02

Modified morning work schedule- The purpose of Article 6.02.02 is to maximize full time positions. The Company commits that the implementation of the 5x2 modified morning work schedule will not, in and of itself, contribute to any reduction of full time employment.

Employees may be scheduled to work a 5x2 rotation ("modified morning work schedule") Monday to Friday only, with an employee check-in prior to 06:00, notwithstanding the provisions of 6.02.01. Provisions of Article 6.03.02 still apply.

Bases where the modified 5x2 morning work schedule may be implemented shall be identified by using all of the following criteria:

- (1) The station has an early morning flight requiring an employee to check-in for work prior to 06:00;
- (2) There is inactivity in the flight schedule at the identified base, such that more than two (2) consecutive hours without any scheduled flight activity (i.e. either arrival or departure) is identified;
- (3) There is less flight activity on the weekends in the Company identified bases than during the week;
- (4) Where the flight activity at a base will create overlap such that the more compressed work schedule would be unproductive.

The Company will implement the modified 5x2 shift schedules in a maximum of seven (7) bases in any shift bid period (summer and winter sked change). The Company will notify the appropriate CAW bargaining representative of the designation of an affected base subject to article 6.03.01.

There is nothing in the foregoing that prevents the Company from offering the 5x2 shift schedules to employees which commence later in the day (i.e. not subject to minimum three day off requirement).

6.03 Twice each year at the summer/winter airline schedule change all shift schedules will be opened for seniority bid in each location. An additional shift bid may be held when there are significant changes to the shift schedule which result from changes to the flight schedule. An additional shift bid may be held where there is mutual agreement between the Company and the Union.

6.03.01 At each location the Company will determine the staffing requirements, including compliance with the Official Languages Act, and will design a shift schedule and initiate discussions with the local Union representative to review the staff requirements and shift schedules. These meetings will normally commence at least twenty-eight (28) days prior to the implementation of the schedule.

6.03.02 The Union may propose an alternate schedule. Should the Union's schedule meet the Company requirements, it will be implemented. Failing a suitable alternative, the Company's schedule will be implemented.

6.03.03 Shift schedules may contain sub-schedules related to specific groups of employees by function(s). There will be a separate sub-schedule developed for part time employees.

Note: **Sub** schedules related to **OAL** contract work in **LOU #7**

6.03.04 Shift schedules will conform to the collective agreement. The provisions of Article 6.06 may be waived to eight (8) hours where affected employees in a location have unanimously agreed to shift schedules containing quick changes.

- 6.03.05 Each classification, location and/or status will bid separately as required. Employees will be given sufficient time to bid their shift but no less than four (4) calendar days. Shift schedules resulting from these bids will be posted as soon as possible following the end of the bid period but not later than fourteen (14) days prior to implementation.
- 6.03.06 Employees will not be credited for time gained or debited for time lost as a result of a change to their shift schedule. Adjustments to an individual employee's schedule resulting from a bid will be handled through a transition period designed to ensure there is a minimal loss or gain in hours. Such adjustments will be made only following consultation with the Union Representative for the location or their designate.
- 6.04 Meal Periods:**
- 6.04.01 Employees shall be entitled to a thirty (30) minute unpaid meal period.
- 6.04.02 One (1) meal period will be scheduled in each shift within one and one half (1 1/2) hours on either side of the midpoint of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 6.04.03 It is recognized that occasionally due to the requirements of the service, the employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided in 6.04.02. If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim an overtime credit in lieu thereof.
- 6.04.04 An employee who works more than two (2) hours overtime prior to or after their shift will receive the lunch meal allowance provided for in Article 8.05.01 supported by an expense claim. An additional lunch allowance will be granted for each additional four (4) hours worked.
- 6.04.05 Employees who report to work overtime on a day off will receive a meal and rest periods in accordance with the agreement.
- 6.04.06 An employee who is unable to take a meal period granted under the provisions of Article 6.05.05 will be credited with thirty (30) minutes at the applicable overtime rate.
- 6.05 Rest Periods:**
- 6.05.01 Rest periods will be paid and will be not less than fifteen (15) minutes duration to be taken on Company time away from the job.
- 6.05.02 Two (2) paid rest periods will be scheduled in each shift. A rest period will be scheduled in each half of the shift but not in conjunction with the meal period or at the start or termination of a shift and it will be scheduled in such a manner as to provide the benefits for which it is intended.
- 6.05.03 In the event that an employee is unable to take a rest period at the scheduled time, due to the requirements of the service, the rest period will be taken at a time available during the hours following the originally scheduled commencement. If this is not possible, the employee may elect to have the rest period rescheduled at some other time during the balance of the shift agreeable to the Company or forego the rest period and claim an overtime credit in lieu thereof.
- 6.05.04 Employees who work overtime will be granted a rest period in each overtime period of two (2) to four (4) hours. Employees who report to work overtime which is not consecutive with their shift will be granted a rest period in each overtime period of up to four (4) hours and in each subsequent period of two (2) to four (4) hours.
- 6.05.05 An employee who is unable to take any rest period granted in accordance with Article 6.05.04 will be

credited in the amount of the rest period at the applicable overtime rate.

6.06 Off Duty Period:

6.06.01 All scheduled shifts for an employee will contain periods of not less than nine (9) consecutive hours off duty between the termination of one shift and the start of the next shift. Where an employee works sixteen (16) or more hours, the off duty periods will be not less than eleven (11) consecutive hours.

6.06.02 If, at the request of the Company, an employee does not have the minimum hours off duty prior to the start of their overtime or scheduled shift, either they will choose not to report for duty until the minimum hours off duty have elapsed (without time debit) or they will report for the overtime or scheduled shift and be credited with time and a half (1 ½ X) plus regular pay for those hours by which their off duty time is less than the minimum.

6.06.03 The provisions of 6.06 will not apply in situations which occur as a result of a shift trade.

6.07 Shift Trades:

6.07.01 Employees will have the right to trade shifts and days off or to arrange for another employee to work their shift or part of their shift when arranged in written form and approved by Management.

6.07.02 Shift trades are subject to the following conditions:

- (a) Other than in exceptional circumstances, advice of the trade will be provided to the supervisor in writing twenty-four hours in advance and will be signed by the employees involved.
- (b) The employee covering the shift must be qualified to perform the work.
- (c) All time credits for the scheduled duration of the shift will be credited to the employee who was originally scheduled to work the shift.
- (d) All premiums, **except the loyalty premium**, will remain with the employee who bid the shift.
- (e) All overtime will be credited to the employee who actually works the overtime.
- (f) All time debits will be deducted from the employee who has agreed to work the shift.
- (g) Holiday credits applicable to the shift will be credited to the employee who actually works. The employee originally scheduled to work the shift will receive the holiday credits applicable to a day off.
- (h) Sick leave provisions will apply to the employee who has agreed to work the shift.
- (i) Employees will record cancellation of shift trades in advance.
- (j) The Company and Union recognize that an employee's ability to trade shifts with other employees is acceptable but it is not intended to allow employees to be absent from the workplace for extended periods of time or to take alternate employment.

ARTICLE 7 - OVERTIME

7.01 All time worked by an employee outside of their scheduled shift will be considered overtime, and all overtime will be credited at time and a half (1 ½).

- 7.02 Overtime work shall be done on a voluntary basis and shall be authorized by management personnel. However, it is understood that an employee may be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee in their classification is scheduled to work. Excessive overtime will be the cause of immediate discussion between the Union and the Company in an effort to solve the problem.
- 7.03 Hours worked by an employee consecutive with the scheduled shift will be credited at one and one-half times (? ½ X). Overtime of three (3) or more hours prior to and consecutive with the start of a shift will be credited for a minimum of four (4) hours at time and one-half. Overtime of any length, which is not consecutive with the employee's shift, will be credited with a minimum of four (4) hours at time and one half overtime rate.
- 7.04 An employee who works on any scheduled day off will be credited at one and one-half times (1 ½ X) the hours worked with a minimum credit of four (4) hours at the overtime rate.
- 7.05 An employee who is called to work on a scheduled day off which is a Statutory Holiday shall be paid time and one half (1 ½ X) for all hours worked.
- 7.06 For overtime requirements immediately following a scheduled shift, which are anticipated to be less than four (4) hours in duration, those employees who are working the scheduled shift shall have priority over those employees who are not, provided the employee is qualified to do the work.
- 7.07 Overtime, which is not filled according to Article 7.06, will be offered in seniority order from those qualified to perform the work.
- 7.08 All overtime credits will be directed to the employee's time bank provided for in Article 14.
- 7.09 The Company will provide an employee with written notification and explanation of any change in overtime submitted within five (5) regular business days of the employee's submission of the overtime.

ARTICLE 8.0 – TRAINING ASSIGNMENTS

When the Company determines it requires employees covered by this agreement to serve as either "ad hoc/line" trainers or "on the job" trainers, the following will apply:

- 8.01 Training Positions**
- 8.01.01 The Company shall provide a list of duties and responsibilities for training positions. A copy of the description shall be provided to the Union.
- 8.01.02 The Company shall establish all training shifts in accordance with Article 6.
- 8.01.03 Upon commencement of any training assignments, the Company shall be responsible for all lodging, travel consistent with Company policy, ground transportation, paid travel time and per diems consistent with this Article.
- 8.01.04 Upon the delivery of thirty (30) days written notice, a trainer may relinquish his training duties.
- 8.01.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a trainer of his duties.
- 8.02 Ad Hoc/Line Trainers**
- 8.02.01 Ad hoc/Line training positions will be posted system wide in November of each year. Ad Hoc/Line Trainers are assigned to the training department and will typically be classroom position(s) but may require an on-the-job training component. The positions will be for the calendar year commencing on

the following January 1st.

- 8.02.02 Ad hoc/Line training positions will be posted by classification/division ensuring appropriate bilingual coverage.
- 8.02.03 Selection will be on the basis of seniority of those employees meeting the qualifications in the specific job function, as determined by the Company.
- 8.02.04 Following a review of the training needs for the upcoming year, the Company will post its anticipated requirement of Ad-hoc/Line Trainers.
- 8.02.05 Additional positions will be posted as required, and those employees will remain as Trainers until the end of the calendar year in which they commenced as a trainer.
- 8.02.06 Training opportunities will be made available twice per year to the Ad hoc/Line Trainers. Such opportunities will be made available in January and May of each year unless advised otherwise by the Company.
- 8.02.07 Subject to operational requirements, training assignments will be awarded in seniority order.
- 8.02.08 Training in addition to that posted in the foregoing will be offered to the Ad hoc/Line Trainers in seniority order on a rotational basis.
- 8.02.09 Training opportunities will be equalized to the extent practicable based upon the desire of the Ad hoc/Line Trainers and the requirements of the Company.
- 8.02.10 Employees on vacation will not be eligible to act as a Trainer during their scheduled vacation period.
- 8.03 On the Job Training**
- 8.03.01 On-the-job training will normally be performed by an employee from the base where the training requirements exist.
- 8.03.02 The number of trainers will be determined by the number of employees and training requirements at each base.
- 8.03.03 Selection will be on the basis of seniority of those employees meeting the qualifications in the specific job function, as determined by the Company.
- 8.03.04 The position will be for one (1) year from the date the employee becomes an on-the-job trainer.
- 8.04 Relief or Special Assignments**
- 8.04.01 Selection of employees for relief or special assignments will be on the basis of the most senior volunteer available in the appropriate classification from the base(s)/location(s) as selected by the Company, subject to the following, providing the employee meets the requirements/qualifications required for the relief or special assignments.
- 8.04.02 Relief or special assignments which are fourteen (14) days or longer will be posted on a system wide basis and selected in seniority order provided the employee meets the requirements/qualifications required for the relief or special assignment.
- 8.04.03 Relief Allowance - An employee filling a relief assignment at another base will be paid a premium of ninety cents (90) per hour for all time worked at the other base which will be in addition to any other premiums and allowances. The foregoing will not apply to an employee required to be away from their base to attend a training course.

8.04.04 **Special Assignment Allowance** - Employees who work special assignments and are required to be away from their home base will be paid an allowance of \$25.00 for each twenty four (24) hour period in addition to any other premiums and allowances.

8.05 Out of Base Allowance

8.05.01 Any employee who in the performance of their work is required to be away from their home base will receive all reasonable costs of hotel accommodations, transportation, laundry, parking and other requirements and will be paid the following meal allowance during any part of each of the following periods:

Breakfast	0600 -0900	\$10.00
Lunch	1100 -1400	\$15.00
Dinner	1700 -2000	\$25.00

8.05.02 Expenses outlined in this Article will be paid in US dollars when the assignment is outside of Canada.

8.05.03 All reasonable costs of hotel or motel accommodations (single basis) will be paid by the Company. A hotel room will be booked, at the request of the employee, if more than five (5) hours are to elapse between the end of an out of base assignment and the Company arranged flight departure back to home base. Hotels/motels used will be the same as those used by other Company employees.

8.06 Out of Location Allowance

An employee who, in the performance of their work is required to be away from their location but within their base, will be entitled to the following:

- (a) The employee will be entitled to report to their location at the start of their shift.
- (b) If the employee reports to their location, necessary and reasonable travel time between the employee's location and the place where the work is to be performed will be considered as time worked.
- (c) If requested by the employee, the Company will provide or arrange for the employee's transportation from their location to the place where the work is to be performed.
- (d) Subject to prior approval by the Company, the employee may use their own transportation to travel to and from the place where the work is to be performed. In such cases, the employee will receive automobile expenses at thirty-five cents (35¢) per kilometer, or such greater amount as provided for under Company policy. Parking expenses supported by receipts will be reimbursed.
- (e) If the employee elects to report directly to the other place, travel time will not apply. However, automobile and parking expenses will be as provided in the foregoing.

8.07 Training

8.07.01 When various training dates are available for required training outside an employee's base, employees will be allowed their choice of dates in order of seniority. An employee who has been transferred into a base after the selection of available training dates has occurred will not interfere with the employee choices already made and such employees will be offered the dates which remain available.

8.07.02 Overtime: Training and travel

Any assigned overtime which arises out of training or travel will be considered as time worked and will be banked accordingly. Where training interferes with an employee's regular days off, the Company will endeavour to reschedule the days off owing to the employee immediately prior to or following training. However, where the above is not possible, the rescheduled days off will be scheduled in accordance with the wishes of the employee, subject to the availability of replacement staff, if **required** or be paid out at the applicable overtime rates. Notwithstanding the foregoing, all required training will be scheduled by the Company, and all employees' schedules may be changed to accommodate training.

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

(a) If the employee is traveling by air, travel time will be based on the Scheduled departure time and the actual time of the flight including connection time and one (1) hour for pre-flight ground time, subject to the minimum four (4) hour call in under Article 7.04.

(b) Training time, including meal and rest periods on a day off will be credited **at a** minimum of eight (8) hours at the applicable rate.

In no event shall an employee lose regular pay as a result of training and travel for the purpose of attending training on a regular scheduled day. In addition, no employee will be required to travel, train and work at their regular duties on the same day nor will an employee be required to travel back to their station and work at their regular duties on the same day for a total time *in* excess of their scheduled shift. When training is on base employees will not be expected to return to work when the training is for a full day.

8.07.04 The Company will designate the hotel(s) (single accommodation) that employees will utilize, including mode of transportation used, while away from base on training. However, in the interest of accommodating employee desires, a different hotel other than that designated by the Company may be used provided that the total cost of such accommodation, including transportation and applicable taxes, does not exceed the cost of that supplied by the Company. All expenses must be substantiated by receipts. The employee is responsible for the cancellation of the room booked by the Company, and for any cancellation charges. The employee will be responsible for booking alternate accommodations.

8.07.05 It is recognized that employees must be available for training, If for reasons beyond the employees control the employee cannot attend training, the Company will make every reasonable effort to train the employee at another time or at his/her base.

ARTICLE 9 – PROBATION

9.01 New employees hired into any classification by this Agreement will be required to serve a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary employee is absent from work for any reason excluding regularly scheduled days off, for more than seven (7) calendar days during the six month probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.

9.02 An employee shall not be required to serve more than one (1) probationary period.

- 9.03 In the event of a staff reduction, probationary employees will be affected in inverse order of seniority and will not have the right to bump another employee or to layoff. They will, however, be offered vacancies not bid by other employees.
- 9.04 The Company has the right to discharge probationary employees during their probationary period who are found to be unsuitable for continued employment.
- 9.05 Licenses – Aircraft Services employees will be required to obtain their D/DA license prior to the end of their probationary date. Licenses are a condition of employment and a requirement of the job.
- 9.06 **Restricted Area Identity Card (RAIC)** – Where required or mandated, employees must obtain a RAIC. The inability to obtain security clearance as a result of delay due to, for example, police checks, CSIS inquiry, or any other circumstance beyond the employee's control where the employee has complied in all respects with the pass application process will be subject to review with the CAW.

ARTICLE 10 - SENIORITY, STAFF REDUCTION AND LAYOFF

- 10.01 Seniority will be established on a system basis and will be comprised of the following:
 - 10.01.01 Bargaining Unit Seniority will date from an employee's permanent entry into any position covered by this Agreement. Subject to other provisions of this Agreement, seniority will govern in respect to:
 - (a) Bidding of shifts (within each separate classification and location);
 - (b) Staff reductions, and layoff;
 - (c) Filling of vacancies (in accordance with Articles 10 and 12);
 - (d) Vacation preference;
 - (e) Allocation of overtime;
 - (f) Preference for Time Bank use;
 - (g) Preference for leaves of absence;
 - (h) Training;
 - (j) Relief and Special Assignments.

Note: An employee's permanent entry date as it relates to Article 10.01 means the first day for which an employee is credited with time worked for pay purposes and time spent in training will be considered as time worked.

- 10.01.02 Seniority will date from an employee's permanent entry into a position covered by this Agreement.
- 10.01.03 When an employee moves from one division to another they will take their seniority with them.
- 10.02 In cases where two or more employees have the same division seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
 - 10.02.01 Company Service Date (date marking the beginning of continuous employment with the Company).
 - 10.02.02 Social Insurance Number, using the last three digits reversed, the higher number being the more senior.

- 10.03** Seniority Lists will be prepared, corrected, amended and published in the following manner:
- 10.03.01** Not later than March 30 and September 30 each year, the Company will post at each location complete Seniority Lists described in Article 4 which will include employees as of March 1 and September 1, respectively. These lists will show for each employee listed thereon, in order of seniority, the employee number, name, position, location, Company Service Date, Bargaining Unit Seniority Date, and sequencing determinant described in Article 10.02.
- 10.03.02** It will be the responsibility of each employee to examine the list and make written request for any correction during the thirty (30) calendar days following posting. The request will be forwarded to the Company by way of the form described in Appendix 1 and in accordance with the instructions included on each seniority list with a copy to Union Headquarters.
- 10.03.03** All requests for corrections will be acknowledged and will be actioned after consultation with the Union Bargaining Committee Chairperson within thirty (30) days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.
- 10.03.04** Notwithstanding the foregoing, the Union may request corrections to the seniority lists at times other than those stipulated. Such corrections will become effective immediately and will be incorporated in the next posted seniority lists.

10.04 Retention of Seniority

- 10.04.01** Seniority will be maintained and accumulated during:
- (a) Absence due to layoff or "Off Duty Status".
 - (b) Sickness or Accident
 - (c) Authorized Leave of Absence (subject to Article 11.01.08)
 - (d) Suspension with or without pay
 - (e) Legal detention
 - (f) Strike or lockout
- 10.04.02** When an employee accepts a position within the Company that is outside the scope of this Agreement the employee shall retain and accrue seniority for a period of twelve (12) calendar months provided they continue to pay Union dues. Before this twelve (12) months expires, the employee will be permitted to return to their previously held position, or be allowed to bid to a vacancy in another position in accordance with Article 12. An employee will be allowed to move once during the term of the agreement.
- 10.04.03** Resultant positions, unless otherwise determined between the Company and the Union, will be filled as temporary vacancies for up to twelve 12 months.
- 10.05** **Loss of Seniority - An** employee will lose their seniority and their name will be removed from the seniority list only in the following circumstances:
- (a) When voluntarily leaving the Company;
 - (b) When discharged for just cause and not reinstated;

- (c) When laid off for a period in excess of **forty-eight (48)** consecutive months.
- (d) Desertion of service (resignation without notice);
- (e) When deemed to have resigned pursuant to the provisions of this Agreement;
- (f) When the employee accepts a position outside the scope of this Agreement subject to Article 10.04.02
- (g) When retired with or without pension.

10.06 Staff Reduction

10.06.01 Prior to initiating a layoff the Company will advise the Bargaining Committee Representative of the extent of the layoff. Dependent upon the circumstances of the layoff, the Company may either provide notice to all who may be affected as per 10.06.03, or may serve notice to only those employees directly affected. In either event the following process will apply:

10.06.02 Reductions will be made within the affected classification, status, and in the base affected in inverse order of seniority, including probationary employees. Employees covering a temporary vacancy at the base in the affected division shall revert to their permanent position/status prior to the commencement of the reduction.

10.06.03 Subject to the decision of the Company in 10.06.01, either those employees directly affected or those employees who may be affected, will be given no less than twenty-one (21) calendar days notice in writing, personally, stating the date the staff reduction **will be** effected and, at the time the notice is given, will be provided with the following:

- (a) An updated seniority list applicable to their division.
- (b) A list of vacancies, which may **be** available to them under the provisions of Article 12.

If this notice is not hand delivered to the employee, it may either be sent registered mail or in some other fashion in which the delivery date is recorded.

10.06.04 An employee affected by a staff reduction may accept layoff or **may** either:

- (a) use their bargaining unit seniority to displace a junior employee in their division; or,
- (b) use their bargaining unit seniority to bid a vacancy in accordance with Article 12.

10.06.05 Within fourteen (14) calendar days of receipt of the notice provided for in Article 10.06.03, the employee will advise the Company, in writing, **of** their preferred option(s) and will list such option(s) in order of preference.

10.06.06 During the period between the receipt of the notice provided for in Article 10.06.03 and the expiry of the fourteen (14) calendar day period for the employee to advise the Company in writing of their decision to exercise bumping rights to another base or to fill a vacancy in another base, an employee will be provided with up to three (3) working days off with pay, to survey the **base(s)** which are available. Such *time* off will be granted as promptly as possible, consistent with the desires of the employee. Additional days without pay may be granted upon request. Free positive space transportation to these **base(s)** will be provided to the employee and spouse eligible for free and reduced transportation under Company policy. When a child accompanies the employee spouse, the

family will travel space available. Upon submission of an expense account, the service charge and taxes will be reimbursed.

- 10.06.07 Employees who do not advise the Company of their decision and/or preference within fourteen (14) calendar days will be laid off twenty-one (21) calendar days after receipt of the notice provided for in Article 10.06.03.
- 10.06.08 Employees will be provided with seven (7) calendar days notice of a change of position in their base and thirty (30) calendar days notice of change of position to another base. When an exception to the reporting date is desired by the Company or the employee, the employee's **Bargaining** Representative **will** be contacted and the employee will report to their new position on the date agreed to by the parties.
- 10.06.09 Should the Company issue layoff notices to those who may be affected, each employee who received such notice will be advised, in writing, of their situation regarding the staff reduction, within twenty-one (21) calendar days of receipt of the notice provided for in Article 10.06.03.
- 10.06.10 The Company may require an employee to remain in their position for a period of time in excess of the times contemplated in 10.06.08 pending a replacement. For a maximum period, an employee may be held over for thirty (30) days or by mutual agreement. However, if the employee was bumping to a position with a higher rate of pay, they will commence receipt of the higher rate on the first scheduled work day following the time limits as provided in 10.06.08.

10.06.11- Off Duty Status

- 10.06.11.01 The following terms and conditions will apply to employees in the event of temporary disruptions to operations caused by third-party industrial relations dispute or a sudden temporary cessation of work caused by an Act of God. The Union at the Headquarters level will be advised orally or in writing prior to any utilization of this Article. The Company will be responsible for arranging and paying the cost of transportation back to home base for any employee who is out of base on Company business at the time the disruption occurs.
- 10.06.11.02 All provisions of the Collective Agreement not specifically modified by the following will remain in effect. Any dispute arising from the terms and conditions of this will be referred to the Headquarters level as soon as possible *without* prejudice to the Union's right to initiate a formal grievance.
- 10.06.11.03 Only those employees who are not required to work during the period the Company's services are affected shall be placed on Off-Duty Status hereafter referred to as O.D.S.
- 10.06.11.04 Seniority within each base and classification will be the determining factor as to whom will be kept on duty except that employees may request personal Leaves of Absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary O.D.S. and will be subject to the provisions of Article 10.06.11.12 and Article 10.06.11.13 and shall remain in effect until the provision of Article 10.06.11.14 become effective. Employees electing for voluntary O.D.S. will be advised of the above conditions prior to the leave being granted.
- 10.06.11.05 The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S. will be given a minimum of forty-eight (48) hours notice which **may** be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- 10.06.11.06 As soon as possible after implementing the provisions of this letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, and any other relevant information.

- 10.06.11.07 **An** employee who the Company is unable to contact to advise of **O.D.S.** will be placed on **O.D.S.** and the written notice provided for in Article 10.06.11.05 and Article 10.06.11.06 will be sent to the employee's last known address.
- 10.06.11.08 **An** employee **who** is out of the station and, who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on **O.D.S.** but will be returned to work within **twenty-four** (24) hours of the Company having knowledge of his/her return to the station, provided his/her seniority is sufficient to retain a work assignment.
- 10.06.11.09 The shift schedules of employees who are retained on duty may be altered to conform with major changes in the normal hours of work requirements at a location. Notice of any change to shift starting and terminating times will be provided to each affected employee at least twenty-four (24) hours in advance of the starting time of their originally scheduled shift or their new shift, whichever is the earlier. Notice of any change to days on and days off will be provided to each affected employee at least **seventy-two** (72) hours in advance of their originally scheduled day on or their originally scheduled day off, whichever is earlier.
- 10.06.11.10 There shall be no overtime at any station where employees are on **O.D.S.** except where employees on **O.D.S.** are not **willing** to provide the required coverage. Additional staff requirements shall be filled by returning employees on **O.D.S.** to duty in order of seniority.
- 10.06.11.11 Training which has been arranged and is ongoing at the time the Company's operations are affected will proceed as scheduled, subject to availability, and the Company will investigate the possibility of providing further training during the reduction in service. If it is found that further training can be provided, all such programs shall be subject to **mutual agreement** between the Union and the Company, at the Headquarters level.
- 10.06.11.12 An employee on vacation will continue on vacation and will be placed on **O.D.S.**, if applicable under Article 10.06.11.03, upon the date of his/her scheduled return from vacation. An employee kept on duty or an employee placed on **O.D.S.** will commence vacation as scheduled.
- 10.06.11.13 **An** employee receiving disability insurance benefits will continue to receive those benefits until he/she is scheduled to return to work at which time he/she will be placed on **O.D.S.**, if applicable. **An** employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.
- 10.06.11.14 All insurance plans and benefits will continue in full force and effect during any period of **O.D.S.** and the employee's contribution to such plans and benefits will be collected by payroll deduction on their return to work. Unless otherwise agreed by the employee, such deductions will be made in an amount equal to the employee's regular contribution to the plans until such time **as** the amount owing is repaid.
- 10.06.11.15 Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty.
- 10.06.11.16 An employee will be allowed a reasonable length of time to return to duty.
- 10.06.11.17 Employees placed on **O.D.S.** will continue to accrue service and seniority.
- 10.06.11.18 If employees have not been called to return from **O.D.S.** within ninety (90) days of having been placed on **O.D.S.**, the situation will no longer be considered temporary and the provisions of Articles 10.06 and 10.07 will apply.

10.07 Laid off Employees

- 10.07.01 If an employee has insufficient seniority to bump or chooses not to bump, or if no vacancy exists or the employee is unable to or chooses not to fill a vacancy, the employee will be placed on layoff effective twenty-one (22) calendar days after receipt of the notice provided for in Article 10.06.03 except in those cases where a delay may be required for a senior employee to assume the position of an effected employee.
- 10.07.02 An employee who has been laid off shall have the ability to file Letters of Transfer to any position in either or both full time or part time status, which will be awarded in accordance with Article 12.
- 10.07.03 In the event the Company plans to staff a new base or location, employees on lay off will be notified as promptly as possible in order that the employee(s) may file a Letter of Transfer to that station in advance of any of the resulting vacancies being filled.
- 10.07.04 Employees, when laid off, must file their address with the Company in writing and keep them notified of any subsequent change of address.

10.08 Moving

- 10.08.01 When an employee moves from one base to another as a result of a staff reduction they will receive the moving expenses and allowance provided for in the following:
- 10.08.02 **Moving Expenses** - Employees will be entitled to moving expenses outlined in this Article if they are displacing the most junior employee in their classification if they are laid off, or if they are displacing another employee or filling a vacant position as a direct result of the closure of their base.
- Other employees moving as a result of either a lay-off or being bumped will be entitled to moving expenses of up to \$5,000.00 upon submission of receipts related to the costs of moving.
- 10.08.03 Free positive space available air transportation on the Company's system to the new base for the employee and the members of their immediate family who are currently residing with the employee to the extent permitted by law.
- 10.08.04 Automobile expenses at thirty-five cents (\$0.35) per kilometre, or such greater amount as provided for under Company policy, for the movement of the employee's automobile to the new base. A second automobile may qualify for the expenses subject to the relative cost of shipping.
- 10.08.05 Relocation expenses of one thousand five hundred dollars (\$1,500.00) to cover resettlement costs. The amount shall only be claimed when an actual move occurs. Relocation expenses in excess of the non-taxable limit set by Revenue Canada (currently \$650.00) will be supported by original receipts or a letter from the employee certifying that they will incur expenses as per the non-accountable expense listing which is provided by Revenue Canada.
- 10.08.06 Costs associated with the sale of the employee's present home or the breaking of the lease of their present home and/or the purchase of a new home at the new base. Such costs will include real estate fees, legal and notary fees, etc., up to a maximum of seven thousand five hundred (\$7,500.00). Receipts will be required.
- 10.08.07 Reasonable living expenses for the employee and dependent members of their family at the new base for a period not exceeding two (2) weeks. Receipts will be required. In extenuating circumstances this period may be exceeded in which case special arrangements will be made with the authorization of the department head.

- 10.08.08 Time off with pay for five (5) calendar days at such time as the employee deems necessary for the establishment of a permanent domicile at the new base, subject only to operational requirements.
- 10.08.09 Moving expenses for personal effects of up to 6,818 kilograms (15,000 pounds) gross weight provided the employee moves their residence to a place within their new base, Should an employee elect to move their residence to a place outside of their new base, the employee will be allowed only those moving expenses applicable to a move within their new base.
- 10.08.10 The Company will provide employees who are eligible for a Company-assisted move with the full details of the moving allowances and any other assistance available as soon as the move is known or upon request by the employee.
- 10.08.11 Any expenses to be paid pursuant to this Agreement will be paid to the employee no later than twenty-one (21) calendar days following submission of the claim by the employee.

ARTICLE 11 – LEAVES OF ABSENCE AND SICK LEAVE

11.01 Leaves of Absence - Voluntary

- 11.01.01 When the requirements of the Company permit, an employee, upon written request through their immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding thirty (30) consecutive calendar days but not exceeding one (1) year. Requests for thirty (30) consecutive calendar days or less will be handled as time off in accordance with Article 14.03.
- 11.01.02 Requests for leaves of absence will be considered in order of seniority among those on hand from the location at the time of granting.
- 11.01.03 The Company will indicate its approval of the leave in writing, including commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.
- 11.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to the designated management person. The request will be in writing at least fourteen (14) calendar days in advance of the requested termination date. In extenuating circumstances, the fourteen (14) day requirement may be waived. The Company will provide a response to the request within seven (7) calendar days of its receipt and may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.01.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.
- 11.01.06 A leave of absence may be extended upon written request to the Company, copied to Union Headquarters, provided the request is received no later than fourteen (14) days prior to the termination of the leave of absence and provided there is mutual agreement between the Company and the Union Bargaining Committee Representative to extend the leave of absence. The Company will provide a response to the request within seven (7) calendar days of its receipt.

- 11.01.07 **An** employee who engages in other employment while on leave of absence will be deemed to have resigned unless they have specific permission to engage in such other employment from the Company. Such permission will not be refused unreasonably.
- 11.01.08 Seniority for all purposes will continue to accrue during the first ninety (90) consecutive calendar days of the leave of absence, On termination of a leave of absence which extends beyond ninety (90) consecutive calendar days, the employee will be assigned an adjusted Seniority Date which will reflect that part of the leave of absence which exceeded ninety (90) consecutive calendar days.
- 11.01.09 If desired by the employee, benefits coverage will be provided with the employee paying the full cost of premiums.
- 11.02** Reassignment, Maternity, Parental Leave, **and** Compassionate Care - Employees will ~~be~~ granted reassignment of duties, maternity, parental leave and compassionate care in accordance with the relevant provisions of the Canada Labour Code.
- 11.02.01** Additional leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by **the** employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability.
- 11.02.02 An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Articles **10** and **12**.
- 11.02.03 An employee will receive all advances or increases in pay during the period of leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 11.02.04 The seniority of an employee will continue to accrue during the full period of the leave.
- 11.02.05 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.
- 11.02.06 **An** employee on **a** Maternity, Parental or Compassionate Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.
- 11.02.07 In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.
- 11.03** **Paternity Leave-** Upon request, a male employee will be granted, without loss of pay, two (2) days of paternity leave at the time of the birth or adoption of his child.
- 11.04** **Leave of Absence - Union Business**
- 11.04.01 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. 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 Company's costs incurred in employee benefit plans and the employee will continue to pay their contributions to the Company, The Company will provide the employee with free and reduced rate transportation benefits in accordance with Free and Reduced Rate Transportation regulations. Transportation required by the employee for the execution of their duties will be provided as outlined in Article 18. The employee will continue to accrue seniority and service while on leave of absence;

11.04.02 An employee on a Leave of Absence Union Business who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time as agreed between the Company and employee.

11.05 Bereavement Leave

11.05.01 When a death occurs in the immediate family of an employee, the employee shall be granted bereavement leave with pay for five (5) consecutive calendar days. Such leave will normally commence with the first day following the death or advice of death.

11.05.02 Immediate family is defined as: spouse (including common-law spouse and same sex partner as defined by Company regulations), 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, including other relatives residing with the employee.

11.05.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), bereavement leave will be at the discretion of the Company.

11.05.04 Should circumstances warrant, bereavement leave may be extended with or without pay on approval of the appropriate management person. Such leave will not be unreasonably denied. Management agrees to act in a fair and equitable manner when providing additional time for bereavement leave.

11.05.05 An employee who leaves work to commence bereavement leave will receive their regular pay for the entire shift but will not have that day counted as bereavement leave.

11.06 Family Care

11.06.01 Employees will be allowed a maximum of three (3) days in each calendar year for the unforeseen care of their sick or injured spouse/partner, parents or child. For pay purposes, the employees earned sick leave will be reduced when an employee is absent up to a maximum of three (3) days per year. The employee requiring such leave will endeavour to provide as much notice as possible to their immediate supervisor/manager and will provide a written statement upon return to work indicating which family member was sick or injured. Employees who misuse family care will be subject to disciplinary action.

11.07 Emergency Leave

11.07.01 Emergency leave may be granted to an employee for an emergency situation, which the Company considers to be legitimate grounds. Should the Company determine this leave to be without loss of regular pay, it will be for a maximum of three (3) consecutive days. Additional time may be with or without pay at the discretion of the Company.

11.08 Jury Duty and Court Appearance

11.08.01 Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave **without** loss of pay for that purpose. If the employee receives other compensation for this time, it will be turned over to the Company.

11.09 Absence from work

11.09.01 It is recognized that situations can arise under extenuating circumstances which are unavoidable and which could not be ~~preplanned~~. In such circumstances, when an employee is unavoidably kept from work, they shall not be discriminated against. An employee unavoidably kept from work must advise their manager in time so that relief can be arranged and upon return must provide specific reason for such absences. Such absences will be without pay.

11.10 Sick Leave

11.10.01 An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay ~~as~~ outlined below.

11.10.02 Employees ~~will~~ be credited on the first day of each month with one ~~(1)~~ day sick leave for each month or part thereof beginning with the first full month of service.

11.10.03 Unused days from each calendar month may be accumulated, to a maximum of ~~twenty-five~~ (25) days.

11.10.04 Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence following a seven (7) calendar day waiting period. Absences which are less than one-half (1/2) of the employee's shift will only result in a one-half (1/2) day debit from the employee's sick leave. Absences of one-half (1/2) day or more ~~will~~ result in a full day debit from the employee's sick leave. Payment of any sick leave may require substantiation through a doctor's note if requested by the Company. The doctor's note must be requested at the time that the employee books off and will not be made unreasonably.

11.10.05 The applicable pay for sick leave will be at the employee's regular rate of pay in effect at the time the sick leave is taken.

1 ~~1~~10.06 In order to qualify for sick leave with pay, an employee must make every reasonable effort to notify the Company of their intended absence due to illness or injury at least one (1) hour prior to the commencement of their shift.

11.10.07 In the event that an employee is injured during the performance of their duties and as a result is unable to complete their shift, they shall receive compensation for the entire shift.

1 ~~1~~10.08 Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while they are legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline.

11.10.09 The unused portion of an employee's sick leave credits will accrue and at the employee's option may be paid ~~out~~ on retirement or applied towards early retirement equivalent of eight (8) hours a day for full time employees. Part time calculation will be the average of the previous ninety (90) days to a maximum of eight (8) hours per day.

11.10.10 The applicable pay for the pay out of sick leave credits will be the employee's regular rate of pay in effect immediately prior to their retirement or early retirement.

ARTICLE 12 - TRANSFERS AND FILLING OF VACANCIES

12.01 Employees who wish to change status (i.e. part time to full time, or vice versa), or transfer to another base or classification or division shall enter an electronic Letter of Transfer (LOT) on JazzNet. Employees shall enter their preferences list, in order of preference, the classification, status and base to which they wish to move.

12.02 Selection

12.02.01 Selection of employees for vacancies will be by seniority order, subject to the employee having the proper licenses and language capability as per the Official Languages Act.

12.02.02 Vacancies will be filled in the following order:

- i) from within the division of the vacancy
- ii) from within the other division
- iii) external hire

12.02.03 An employee who wishes to move from the Aircraft Services division to the Customer Service division must file a LOT and must participate in an interview, which may include a typing test, to assess their Customer Service skills. Selection will be made by seniority from among those employees who have successfully completed the interview. The interview process will be reviewed with the Union at headquarters level and a Union representative may attend the interview. Should an employee not successfully complete the interview, the Company will advise the employee of the reasons therefore in writing, with a copy to the Union.

12.02.04 Employees who wish to transfer classifications within their own division shall attend a familiarization meeting to assess and evaluate their knowledge, skills and abilities of the job in order to determine training requirements. The familiarization meeting will form part of the overall evaluation outlined in Article 12.02.05.

12.02.05 Employees who have transferred from one division to another, or within their own division will be allowed an appropriate familiarization or training and trial period of up to six (6) months in which to demonstrate their ability to perform the requirements of the job. The Company may not curtail such period without just cause before it has run its normal course. In the event the employee is not able to complete the training or trial period, including passing tests given during the training period, or cannot satisfactorily perform the job at the completion of the training and trial period, they will be returned to their former position, and any other employee who has been transferred because of the re-arrangement of positions will also be returned to their former position.

12.03 LOT Call-out Process

12.03.01 When managers receive a Letter of Transfer (LOT) list, they are to call all employees on the list in the same day.

- 12.03.02 The manager is to notify the employees of the vacancy and that they have 48 hours to respond if they want to accept the position. The manager is to clearly state that the position will be awarded according to seniority and that *if* someone more senior calls back within the time frame, the more junior employee will not receive the position.
- 12.03.03 After the last employee has had 48 hours to respond, the manager will call back the most senior employee who responded to notify them that they have been awarded the vacancy.
- 12.03.04 The manager will then call all employees who responded, but were more junior, to inform them that a more senior employee had accepted the position.
- 12.03.05 The onus **is** on the employee to ensure that accurate contact telephone numbers are provided.
- 12.03.06 In order for a LOT to remain valid, it must be renewed between January 1 and January 10 of each year. LOT's not renewed during this time frame will be removed from the transfer list. LOT's may be submitted **and/or** withdrawn at any time.
- 12.03.07 A **vacancy** for which there is not a LOT on file will be posted **system-wide** for seven (7) days prior to an external hire.
- 12.04** **New Bases** -Whenever the Company establishes a new base covered by this Collective Agreement, it will announce its decision and the expected time of activation of such new base to the Union as soon as possible.
- 12.04.01 When a new base is established in any classification covered by this Agreement, and/or a classification is established in a base where it did not previously exist, all vacancies will be bulletined immediately **and** posted for fourteen (14) days at all bases and locations where employees are covered by this Agreement.
- 12.05** **New hire** employees are not entitled to file a LOT in their probationary period, except to change status within their **base/classification**. **At the** end of their probationary period they may file a LOT to other bases **and/or** classifications.
- 12.06** All notices to an employee under Article 12 will be in writing, copied to the employee's Bargaining Representative.
- 12.07** The Company will provide the Bargaining Representative with notice of the employee awarded a vacancy within fourteen (14) **days** of the award.
- 12.08** **Exchange of Base/Location/Status:** Two or more employees who have completed their probationary period may file a request with the Labour Relations Department to exchange bases or **locations/status**. Such requests will be reviewed at each Union-Management Headquarters Meeting and will be **actioned** following approval by the Company and the Union, subject to final written acceptance by the employees involved. Such exchange will not create a vacancy and approval of the exchange will not be **unreasonably withheld**. All costs to the employees associated with the exchange will be the responsibility of the employees involved and the provisions of Article 10.08 will not apply.
- 12.09** **Temporary Vacancies**
- The following provisions have been agreed upon as the method to be used for offering temporary vacancies to employees prior to hiring off the street.

12.09.01 Where temporary vacancies within the scope of this Agreement are created by the Company, they will be for a period of a minimum of thirty (30) days to a maximum of six (6) months, except in the case of coverage for the following, where the 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

12.09.02 **Full time** temporary vacancies will be offered to employees by seniority, in the following order:

- (a) A full time employee in the classification at the location who wishes to exchange shift rotations with the temporary vacancy shift will be accommodated subject to Article 6.03.06;
- (b) Part time employees in the classification at the location;
- (c) Employees in the division at the base;
- (d) **Who** are laid off in the division from the base;
- (e) Employees who have submitted a LOT as per **Article 12**.

Should the vacancy be filled in accordance with (a) above, the resultant vacancy may only be filled through (b), (c), (d), and (e) above.

12.09.03 **Part time temporary** vacancies will be offered to employees by seniority, in the following order:

- (a) Full time employees in the classification **at** the location;
- (b) Part time employees in the classification at the location where part time core lines exist who wish to exchange shift rotations with the temporary vacancy shift will be accommodated subject to Article 6.03.06;
- (c) Employees in the division at the base;
- (d) Who are laid off in the division from the base;
- (e) Employees who submitted **a** LOT as per Article 12.

12.09.04 Temporary vacancies subject to the LOT process will be offered as per the **timelines** in Article 12.03.

12.09.05 Acceptance of **a** temporary vacancy will not prevent an employee from applying for or being awarded a permanent vacancy.

12.09.06 An employee who accepts a temporary assignment under this Article shall return to his/her previous position at the end of the temporary assignment or may displace a junior employee working a temporary assignment in their classification and location or displace an employee covering a vacancy from another division.

12.09.07 Where a temporary position within the scope of this Agreement, not covered by the exceptions listed above, extends to six (6) months plus a day and the parties have not mutually agreed, in writing, that this position may be extended, the Company must either immediately cancel the temporary vacancy and return the employee working the temporary vacancy to their previous position, or declare a permanent vacancy with the incumbent temporary employee having no prior claim or preference to the position.

12.10 Selection Process - Leads and Senior Leads

12.10.01 The Company shall establish all Lead and Senior Lead schedules based on operational requirements and in accordance with Article 6.03.01 and 6.03.02.

12.10.02 The Company shall schedule time for performing the additional duties and responsibilities of a Senior Lead.

12.10.03 The decision to introduce, maintain or terminate a Lead or Senior Lead position will rest with the Company.

12.10.04 Leads and/or Senior Leads will not be directly involved in the discipline of another Employee.

12.11 Lead Positions:

12.11.01 Bids for Lead positions will only be accepted from qualified employees in that classification and location.

12.11.02 Qualifications shall be established by the Company, where two or more applicants have the qualifications, seniority shall govern the appointment.

12.11.03 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed 60 days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.

12.11.04 Temporary vacancies will be filled in seniority order by qualified employees at the location.

12.11.05 In the event of a reduction in the number of Lead positions the reduction will be effected in reverse order of seniority.

12.11.06 A Lead Agent may relinquish his/her position with at least 30 days notice. The Lead will be returned to his/her former position.

12.12 Senior Lead Position:

12.12.01 All permanent positions will be posted on a system-wide basis.

12.12.02 Temporary vacancies, including the time required to fill a Senior Lead job posting, will be filled by Leads, in seniority order, at the location where the vacancy occurs. Where Leads decline the position it

will be filled in seniority order by qualified employees at the location. Employees will be paid the Senior Lead rate for the duration of the vacancy.

- 12.12.03 Qualifications shall be established by the Company and an interview process will be used to determine whether an applicant has the qualifications to do the job. Where two or more applicants have the qualifications, seniority shall govern the appointment.
- 12.12.04 The Company will assess the ability of the employee to do the job during an appropriate trial period not to exceed 180 days. If the employee cannot effectively perform the job, they will be returned to their former position. The Company will not curtail the trial period without just cause before it has run its normal course.
- 12.12.05 Upon the delivery of written notice and demonstration of just cause, the Company may relieve a Senior Lead of their duties and return them to the schedule at the base at which they were assigned provided they have the seniority to hold the position. If the Senior Lead does not have the seniority they may exercise their rights under Article 12.

ARTICLE 13 - GENERAL HOLIDAYS

13.01 The following will be deemed to be holidays within the meaning of this Article:

New Year's Day	Good Friday
Labour Day	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day**	Christmas Day
Boxing Day	*One (1) Civic Holiday (as proclaimed by the Municipality where the employee works)

* St. Jean Baptiste Day - Province of Quebec and any other day that may be proclaimed by the Federal Government to be a holiday.

** Canada Day – Will follow the provisions of the Holiday Act.

13.02 If operational requirements necessitate a reduction of staff levels on any particular holiday, the Company may offer the holiday off to employees in order of classification seniority at each location. If there are insufficient volunteers, the Company may assign the day off in inverse order of classification seniority within each location. Those employees who elect or are assigned to take the holiday off will be given the day off with pay. Those employees who work the holiday will receive straight time for the regular hours of the shift plus credit hours based on one and one half times (1 ½ X) the regular hours of the shift. In any case, the employee on each shift will be given no less than fourteen (14) calendar days notice of the change for that holiday.

13.03 An employee who works overtime on a holiday will receive credit hours equal to one and one-half times (1 ½ X) the hours worked on the holiday, in addition to any other statutory holiday credits.

- 13.04** An employee, including those that L1.07.02 applies to whose regularly scheduled day off falls on a holiday will receive credit hours to their time bank equal to their daily scheduled hours to a maximum of eight (8) hours.
- 13.05** An employee who is called to work on a scheduled day off which is a holiday shall be paid one and one-half times (1 ½ X) the regular hourly rate, for all hours worked.

ARTICLE 14 - TIME BANK

- 14.01** All hours credited in accordance with Article 13 and all overtime credits received in accordance with Article 7 will be accumulated in a time bank established for each employee. This time bank will provide for a maximum accumulation of ~~one-hundred~~ and sixty (160) hours. Hours in excess of these maximums will be cleared on the employee's pay cheque for each pay period. Employees may make withdrawals from their time bank for the following purposes and *in the* following manner.
- 14.02** **Vacation** – during the period between September 1st to September 15th, the employee may designate time from their time bank to set aside to be taken as vacation in the following calendar year in accordance with Article 15. Each multiple of forty (40) hours designated will constitute seven (7) calendar days vacation.
- 14.03** **Time Off** - an employee may make withdrawals from their time bank in the form of time off as follows:
- (a) Time off will only be granted in accordance with the desires of the employee and only if the requirements of the Company permit and will not be unreasonably denied.
 - (b) Time off requests for more than thirty (30) consecutive calendar days will be handled in accordance with Article 1 101 Voluntary Leaves of Absence.
 - (c) Subject to (a) above, employees who request time off prior to the cut-off for the preferential bid will be granted the time off on the basis of classification seniority. Similar requests made after the cut-off for the preferential bid will be granted on a first come, first served basis."
 - (d) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.
 - (e) The applicable time will be deducted from the time bank on a time for time basis when the time off is taken.
- 14.04** **Pay** - an employee may make withdrawals from their time bank in the form of hours converted to pay. Requests for such a withdrawal must be submitted by the employee no later than fourteen (14) days prior to the pay date on which they wish the payment to be made. The applicable time will be deducted from the time bank at the time the request is processed by payroll.
- 14.05** Once a year at a time of the employee's choice, an employee may have the pay to be received pursuant to Article 14.04 directly deposited by the Company into their registered retirement savings plan (RRSP) without tax deduction subject to their having provided the necessary authorizations required for the deposit to conform with the requirements of the Income Tax Act.
- 14.06** Requests for time bank withdrawals will be made in writing by the employee using the form described in Appendix 2.

ARTICLE 15 - VACATIONS

15.01 General

15.01.01 An employee will receive annual vacation with pay in accordance with their years of service as provided for in Article 15.02.

15.01.02 Vacation is not cumulative and will be taken during the vacation year in which it is earned except as provided for in Article 15.03.08 or unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing.

An employee who takes any vacation in a year other than the vacation year for which it was earned, and including the vacation carry-over provided for in Article 15.03.08, will bid the vacation after all other employees have bid their vacation for the current year and will not affect the current year vacation of any other employee.

15.01.03 The vacation year will be January 1 to December 31.

15.01.04 Vacation will be taken in consecutive calendar days and consistent with Article 15.02.03.

15.0 LOS While there will be no embargo on vacation times, it is recognized by the parties to this Agreement that restrictions on the number of employees allowed to take vacation at the same time may be necessary but such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates after consultation with the Union Bargaining Representative. For the purpose of calculating the number of employees allowed on vacation at any one time, the following chart shall be used:

1 week to 37 weeks =	1 vacation slot per day
38 weeks to 103 weeks =	2 vacation slots per day
104 weeks to 155 weeks =	3 vacation slots per day
156 weeks to 207 weeks =	4 vacation slots per day
208 weeks to 259 weeks =	5 vacation slots per day

15.01.06 Vacation times available to covered employees will not be affected by the vacations of other Company personnel.

15.01.07 Assigned vacation periods will not be changed by the Company except by mutual agreement between the employee and the Company.

15.01.08 An employee may cancel their scheduled vacation a maximum of three (3) times per year. Cancellations will not be accepted until all vacation bids are complete, except in cases of extenuating circumstances, The employee will submit their re-bid with the cancellation notice. The cancellation

must be submitted by the first of the month prior to the shift bidding for that month in which the vacation was originally scheduled.

15.01.09 Where, during their vacation an employee is otherwise entitled to disability benefits, sick leave or any other approved leave of absence, they will be entitled to elect to discontinue disability benefits, sick leave or other benefit and take their vacation, with pay, as scheduled. Alternatively, the employee may take vacation **with** pay at a time not desired **by** another employee.

15.01.10 It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates. Employees who wish to do so must request a change to their vacation dates under Article 15.01.07 and 15.01.08

15.02 Entitlement

<u>Years of Employment</u>	<u>Entitlement</u>
(as of December 31st in every year)	
Less than one (1) year	8 hours for each twenty-six (26) calendar days of service
One (1) year but less than six (6)	80 Hours
Six (6) years but less than ten (10)	120 Hours
Ten (10) years and over	160 Hours

15.02.02 Employees laid off under the provisions of Article 10, on a personal leave of absence under the provisions of Article 11.01, employees whose employment is terminated will have their vacation entitlement reduced to the following, according to the number of calendar days employed.

Days of Employment	<i>Entitlement (Hours)</i>		
	80	120	160
1 to 26	8	16	16
27 to 52	16	24	32
53 to 78	24	40	48
79 to 104	32	48	64
105 to 130	40	64	80
131 to 156	48	72	96
157 to 182	56	88	112
183 to 208	64	96	128
209 to 234	72	108	142
Over 235	80	120	160

- 15.02.03 A vacation week is seven (7) consecutive calendar days, regardless of what shift an employee is working.
- 15.03 Selection**
- 15.03.01 Vacation dates will be allocated in order of bargaining unit seniority and seniority preference at each location and in each classification.
- 15.03.02 Notwithstanding the foregoing, the allocation of vacation dates may be revised by mutual agreement between the Company and the Bargaining Representative following review prior to the employees selecting their vacation dates.
- 15.03.03 No later than October 1 of each year, the Company will post a bulletin, which will include a calendar for the vacation year, listing employees in order of seniority in each location, and showing each employee's total vacation entitlement, including additional vacation entitlement from the time bank. In addition and in the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 15.03.01, their selection and names will be noted on the bulletin.
- 15.03.04 Employees **will** select vacation dates **by** noting their selection on the posted bulletin no later than October 31 or in accordance with procedures developed for the location by the Company and Bargaining Representative. An employee may also designate up to forty (40) hours vacation to be bid at a later date and in accordance with Article 15.03.11.
- 15.03.05 An employee may split their vacation entitlement into a number of blocks equivalent to their work schedule (includes time bank conversions). In such case, an employee's first preference **will** be in order of classification seniority, with the awarding of his/her subsequent preferences occurring only after other employees have made their selections. The subsequent preferences will be awarded in order of classification seniority.
- 15.03.06 Employees on an approved leave (STD, LTD, WSIB, Maternity, Parental, Personal, Compassionate, etc.) and with a known return to work date in the vacation calendar year will exercise their right to bid vacation. Employees on STD, LTD and WSIB will provide a medical note to substantiate their return to work date.
- 15.03.07 An employee who fails to select their vacation dates in accordance with Article 15.03.03 will be allowed a choice of available dates after all other employee(s) vacations in the location **are** allocated. Such employee will select vacation dates from these available dates no later than November 10 and in the event they fail to select, they will be allocated vacation dates by the Company from those that are available.
- 15.03.08 An employee may split their vacation entitlement into a number of blocks equivalent to their work schedule (includes time bank conversions). In such case, an employee's first preference will be in order of classification seniority, with the awarding of his/her subsequent preferences occurring only after other employees have made their selections. The subsequent preferences will be awarded in order of classification seniority.
- 15.03.09 **No** later than November 30, the Company will **post** a bulletin in each base showing the allocation **of** vacation dates for each employee.

- 15.03.10 In the event an employee's days on and days off are revised and the revision affects their vacation dates, the employee will be permitted to revise their vacation dates to coincide with the revised days on and days off.
- 15.03.11 An employee who designates up to forty (40) hours vacation to be bid at a later date may bid the dates as follows:
- (a) **Forty (40)** hours to be taken in the current vacation year at a vacation time which had not been bid by another employee.
 - (b) Forty (40) hours to be taken in the next vacation year, to be bid after all other employees have bid their vacation for the current year.
 - (c) In both cases, competing bids from employees would be handled in the location in order of bargaining unit seniority.
- 15.04 Waiting **List** -Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting **list** maintained by the Company and, once accepted, will become their allocated vacation dates.
- 15.05 Vacation Pay
- 15.05.01 Employees discharged or resigning from the Company are entitled to receive pay in **lieu** of accrued vacation. The date of separation **will** not be extended beyond the date of actual termination of employment.
- 15.05.02 **At** the option of the employee, vacation accrued **but** not taken by employees **who** are laid off will be paid at the time of lay off or at the end **of** the calendar year **it** was due to be taken.
- 15.05.03 Vacation pay will be the employee's regular rate of pay during the vacation period or will be equal to two percent (**2%**) of gross earnings during the period the vacation was earned for each seven (7) days of entitlement whichever is the greater pay.
- 15.05.04 In the event the vacation entitlement is prorated, each multiple of seven (7) days will be paid in accordance with Article 15.05.03 and fractions of seven (7) days will be prorated at the rate of one-seventh (**1/7**) of two percent (2%) for each day or paid at the employee's regular rate of pay, whichever **is** the greater pay.
- 15.05.05 The **comparison** between the employee's regular rate of pay and the percentage of gross earnings provided for in Articles 15.05.03 and 15.05.04 will be done by the Company at the end of each calendar year. The employee will be paid the difference, if any, by the end of February.

ARTICLE 16 - GRIEVANCE PROCEDURE, ARBITRATION, DISCIPLINE & DISCHARGE

- 16.01 All grievances or disputes will be settled finally and conclusively by the procedures described in this Article without interference with or a stoppage of work.
- 16.02 A "Grievance" means any difference between the persons bound by this Agreement concerning its interpretation, application, operation, or any alleged violation thereof, or any dispute, including any questions as to whether any matter is arbitrable.
- 16.03 Time spent by the grievor(s), and employees (including Union Representative) required to attend, during their normal hours of work, a grievance hearing at the Informal Step, Step 1 or Step 2, or a disciplinary investigative hearing will be considered as time worked and will be paid accordingly. The parties will endeavour to schedule such meetings during the normal hours of work of those attending.
- 16.04 Union representatives will be recognized in discussing any grievance or complaint of any employee.
- 16.05 **Designates** - At any stage of the grievance procedure, the Company or Union may appoint a designate. Where a Company decision is rendered by a designate, that decision becomes the final decision for that level.
- 16.06 **Individual Grievance** - If an employee and/or a Union Representative has a grievance it will be handled in the following manner.
- (a) Informal** - After knowledge of the incident causing the grievance, the employee will try to adjust the matter with their immediate supervisor alone or accompanied by a Union Representative or will request the Union Representative to try to adjust the matter on their behalf.
- (b) Step 1 -** If the informal step does not resolve the matter, a written grievance may be submitted by the Union Representative to the Manager of Customer Service concerned within ten (10) working days from the time the employee and/or Union Representative became aware of the grievance or the time of the last informal discussion, whichever is the later and **subject** to leaves of absence, sickness, vacations or other absences. Such grievance will state the type of grievance, the Article(s) allegedly violated and a short outline of the facts giving rise to the grievance. A meeting will be held between the Union Representative and the Manager within ten (10) working days from receipt of the grievance. During the meeting, the Union may have the presence of the employee(s) involved. The Manager will attempt to adjust the grievance without delay, but will give a written answer to the Union Representative no later than five (5) working days after the meeting.
- (c) Step 2 -** If the grievance is not resolved at Step 1, it may be appealed, in writing, by the Union District Chairperson to the Director of the Department concerned within ten (10) working days after receipt of the Company's decision at Step 1. A meeting will be held between the Union Regional Bargaining Committee Member and the Director within ten (10) working days from receipt of the appeal. During the meeting, the Union may have the presence of the employee(s) involved. The Director will attempt to adjust the grievance without delay, but will give a written answer to the Union Regional Bargaining Committee Member no later than ten (10) working days following the meeting. If the grievance is not resolved at this step, it may be advanced by the Union to arbitration, or any other

procedure provided for in the Canada Labour Code. The process of Mediation/Arbitration will be used if both parties agree.

16.07 Policy/Group Grievance- When the grievance has a general application and/or will affect more than one employee, the Bargaining Committee Representative may submit a written grievance to the Labour Relations Department. Such grievance will state the type of grievance, the **Article(s)** allegedly violated and a short outline of the facts giving rise to the grievance. A management representative from the Labour Relations Department and the Bargaining Committee Representative will meet within ten (10) working days of the receipt of the written grievance. The management representative will attempt to adjust the grievance without delay, but will give a written answer to the Bargaining Committee Representative within fifteen (15) working days of the hearing and this answer will be considered the Company's Step 2 response. If the grievance is not resolved at this step, it may be advanced to arbitration by the Union. The process of Mediation/Arbitration will be used if both parties agree.

16.08 Mediation/Arbitration - Where the Company and Union agree, a grievance which is not resolved at Step 2 may be submitted to Mediation/Arbitration in the following manner. (a) **No later** than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of its intent to submit the grievance to mediation/arbitration, in writing, to the Labour Relations Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability. The Company will respond to the notice within ten (10) working days following receipt. Failing agreement to proceed with mediation/arbitration, the grievance may be processed in accordance with Article 16.09. (b) The arbitrator will be selected from the panel and hearings will be scheduled in the manner provided for in Article 16.09 (c) and (d). Mediation/Arbitration process is outlined in LOU 12.

16.09 Arbitration - Where a grievance is not resolved at Step 2 the matter may be submitted to arbitration by a single arbitrator in the following manner.

- (a) No later than twenty (20) working days following receipt of the Step 2 decision, the National Union may serve notice of intent to arbitrate, in writing, to the Labour Relations Department. This notice will include the name of the arbitrator who is to be contacted first to determine their availability.
- (b) A panel of arbitrators will be mutually agreed to by the parties and such panel will be listed in Appendix iii of this Agreement. Empanelled arbitrators may be removed by mutual agreement between the parties and vacancies will also be filled by mutual agreement. In the event that no mutually agreed arbitrator is empanelled, the party serving notice of intent to arbitrate may request the Minister of Labour to appoint one for each case.
- (c) An arbitrator will be selected from the panel in the following manner. Each arbitrator will be called upon to act on a rotation basis and the arbitrator will be contacted to determine their availability. If that arbitrator is not available within ninety (90) days but is available at a later date, the parties may agree to accept that date or will proceed to the next arbitrator in order of rotation in the same manner until a mutually acceptable date is agreed. In the event there is no agreement, the first available arbitrator will be selected. When the next grievance is filed to arbitration, the above process will begin with the arbitrator following the arbitrator who had been the first contacted to determine their availability for the immediately preceding grievance filed to arbitration.

- (d) Scheduling of arbitration hearings will also be subject to the availability of the Company and Union representatives and witnesses provided this does not lead to an undue delay in the holding of the hearing(s).
- (e) The arbitrator will hold hearings at which the Company and Union will have the full opportunity to present evidence, witnesses and argument in a process consistent with the requirements of natural justice. The arbitrator will have all of the authority and powers conferred upon an arbitrator pursuant to the provisions of the Canada Labour Code.
- (f) The arbitrator will issue a written award and will have the authority to render any decision which they consider just and equitable. However, such decision will not be inconsistent with the provisions of this Agreement nor will it alter or modify any of its provisions.
- (g) The arbitrator's decision will be final and binding on the Company, the Union and the employee(s) involved.
- (h) The Company and Union will share, equally, the expenses and fees of the arbitrator.

16.10 Witnesses - During the arbitration or mediation/arbitration procedure, the Union and Company may have any witness (es) present who can give evidence on the matter in question. Employees who are Union witnesses will be given time off for a time sufficient for them to appear with such time off being handled as Time Off for Union Business in accordance with the provisions of Article 18.03.

16.11 Time Limits

- (a) Time limits specified in the grievance, arbitration or mediation/arbitration procedure may be amended by mutual agreement.
- (b) Working days means Monday to Friday and excludes Saturdays, Sundays and Statutory Holidays, as it relates to time limits in the grievance procedure.
- (c) Any grievance which has been answered in Steps 1 or 2, will be considered settled on the basis of the last answer given unless appealed to the next step, arbitration or mediation/arbitration.
- (d) The Company and Union recognize the desirability of complying with the time limits provided for and will do their best to so comply. However, the parties also recognize that these time limits should not be applied in a highly technical or unreasonable way unless either party suffers undue prejudice.

16.12 Discipline, Suspension or Discharge

- (a) No employee will be dismissed, suspended or otherwise disciplined except for just and reasonable cause.
- (b) Employee(s) will not be disciplined in any manner prior to an investigative hearing into an incident or issue where discipline, suspension or discharge is contemplated. The employee(s) will have the right to produce witness(es) and evidence at the meeting and will have a Union representative present.

- (c) The Company may, at its own discretion, suspend an employee pending investigation into an incident or issue. An employee will not suffer a loss in pay until such time as a hearing has taken place as provided in (b) above and a decision made and communicated in writing to the employee. The Company will not be restricted from conducting investigative hearings or taking disciplinary actions due to the unavailability of Union representation. The Company will advise the Union at Headquarters level should there be difficulty in obtaining a Union representative and allow the Union a reasonable period of time to rectify the situation prior to proceeding with either the investigative hearing or disciplinary action.
- (d) If, in the course of a normal interview, evidence is adduced that would lead the manager to contemplate suspension or discharge, the interview will be immediately adjourned without further discussion of the Incident or issue and an investigative hearing will be arranged as provided for in (b) above.
- (e) When disciplinary action is taken, the employee will be provided with a written notice of discipline which will set out the action being taken, the reasons for the action, the period of time the disciplinary reference will remain on file pursuant to (k) below and their right to initiate an appeal under the grievance procedure.
- (f) The Union District Chairperson will receive a copy of all disciplinary notices issued to an employee in their District. The Union will have the right to seek clarification of such notices.
- (g) Employees who feel they have been unjustly dealt with may appeal the Company's decision through the Union. Such appeal will be initiated at Step 1 of the grievance procedure as provided for in Article 16.06. However, where the decision to discipline, suspend or dismiss was made by the Manager of the Department concerned, the Union will have the right to initiate the appeal directly at Step 2.
- (h) The Company's decision in the case of an appeal may either uphold a previous Company decision, fully exonerate and reinstate the employee with no loss of pay or benefits, or render such intermediate decision as may be considered just and equitable.
- (i) **Written Complaints** - All written complaints about employees received by the Company will be open to inspection by representatives of the Union, and a copy given to the employee affected.
- (j) **Disciplinary Records** - Disciplinary actions resulting from misdemeanour offenses will be removed from an employee's record after one (1) year. Records of more serious disciplinary actions will be removed after two (2) years.
- (k) **Personal File** - Employees will be given access to their personal file upon request. When authorized by the employee in writing, Union representatives will be given access to an employee's personal file upon request.

ARTICLE 17 - HEALTH & SAFETY

17.01 The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places and will, as a minimum, fulfill all of its obligations under Part II of the Canada Labour Code, Health and safety are of paramount importance to all personnel and all employees also have obligations under Part II of the Canada Labour Code, including the obligation to bring any situation which represents a hazard to the health and safety of the employees to the attention of the Health and Safety Committee/Representative.

17.02 Right to Refuse - It is recognized that consistent with the provisions of Part II of the Canada Labour Code, employees may refuse to use or operate a machine or thing, to work in a place or to perform an activity, if the employee while at work has reasonable cause to believe that:

- (a) the use or operation of the machine or thing constitutes a danger to the employee or to another employee; or
- (b) a condition exists in the place that constitutes a danger to the employee; or
- (c) the performance of the activity by the employee constitutes a danger to the employee or to another employee.

However, an employee may not, under this Article, refuse to use or operate a machine or thing, to work in a place or to perform an activity if:

- (a) the refusal puts the life, health or safety of another person directly in danger; or
- (b) the danger referred to above is a normal condition of employment.

17.03 The Company will post at a place accessible to every employee and at every place directed by a Labour Canada Health and Safety Officer:

- (a) a copy of Part II of the Canada Labour Code;
- (b) a statement of its general policy concerning the health and safety at work of employees;
- (c) any other printed material related to health and safety that may be directed by a health and safety officer or that is prescribed; and
- (d) will make readily available to employees for examination, in printed or electronic form, a copy of the regulations made under Part II that apply to the work place.

17.04 Health and Safety Committees

17.04.01 Health and Safety Committees will be established for each workplace according to the following:

Number of employees;	Committee Size;
20 – 199	One (1) selected by the Union One (1) selected by the Company
200+	Two (2) selected by the Union Two (2) selected by the Company

- 17.04.02** **Health and Safety Representatives** - At workplaces with less than twenty (20) employees, the Union will appoint a Health and Safety Representative.
- 17.04.03** National Health and Safety Coordinator - In addition to the foregoing, the Union will appoint an employee to the position of National Health and Safety Coordinator to be responsible for assisting Health and Safety Committees and Representatives in the discharge of their duties and for meetings with the Company at the Headquarters level on matters related to health and safety, including meetings of the Health and Safety Policy Committee.
- 17.04.04** Health and Safety Policy Committee - A Policy Committee will be established as required under Part II of the Canada Labour Code. The Union's National Health and Safety Coordinator will be the Union's representative on this Committee.
- 17.04.05** The Company and Union will advise the other of the names of the committee members and Representatives appointed. The Committees/Representatives will, as a minimum, fulfill their obligations under Part II of the Canada Labour Code including but not limited to meeting as required, monitoring all practices needed to enable the health and safety of employees and considering, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 17.04.06** The Company will post and keep posted, in a conspicuous place or places where they are likely to come to the attention of employees, the names, work place telephone numbers and work Bases of all of the members of the base Health and Safety Committee or of the Health and Safety Representative.
- 17.04.07** Health and Safety Committee Members - Health and Safety Representatives and the National Health and Safety Coordinator are entitled to such time from their work as is necessary to carry out their functions and any time spent by them 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.
- 17.04.08** Where practicable, no complaint will be instituted with the Government Agency concerned prior to presentation to the Health and Safety Committee.
- 17.05** Protective Clothing, 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 clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 17.05.01** In addition to the foregoing the Company will provide protective clothing to each employee, for their personal use, for de-icing of aircraft.
- 17.06** Safety Footwear Allowance - The Company will pay employees working in positions where the work or working conditions make the use of safety footwear mandatory a footwear allowance of seventy dollars (\$70.00) within thirty (30) days of hire or entry into a covered classification and seventy dollars (\$70.00) thereafter payable on the first pay in May and October of each year. Where a replacement is required due to a workplace accident, the allowance will be made available earlier. The maximum safety footwear allowance paid in a calendar year will be one hundred and forty dollars (\$140.00). Subject to compliance with the Code and when approved in writing by an employee's doctor, non-CSA approved safety footwear will be covered under this Article.

17.07 Working alone

17.07.01 **No** employee will be required to work alone or without regular observation between 2100 and 0600.

17.07.02 Any question with respect to this Article 17.07 will be referred to the employee's immediate supervisor who will rectify the matter.

17.07.03 If the employee's immediate supervisor is unable to rectify the problem, the matter will then be referred to the Health and Safety Committee/Representative, Company Safety Officer and the Union Representative.

17.07.04 The application of Articles 17.07.02 and 17.07.03 will have no effect on an employee's right to refuse under **Article 17.02**.

17.08 Hearing Protection

The Company shall provide CSA standard hearing protection, at no cost, for each employee, who perform duties on the ramp (including probationary employees), for their personal use.

17.08.01 **Audio Testing**

Employees in the Aircraft Service Division who are exposed to high levels of noise on an ongoing basis will be provided with annual audiometric testing. Other classifications will be included in this testing should the Health and Safety Policy Committee recommend such testing.

17.08.02 **Fitted Hearing Protection**

The Health and Safety Policy Committee will review the use of fitted hearing protection. Where the Committee finds that such hearing protection meets the **required** standards employees in the Aircraft Service Division who are exposed to high levels of noise on an ongoing basis will be provided with fitted hearing protection at the current cost sharing arrangement.

17.09 Hazardous Material

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

17.10 **Bomb Threat**

The Company will not require employees to participate in searches of Company equipment, property or premises in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Company shall inform the employees that a bomb threat has been reported before requesting the employees to search or service the Company's equipment, property or premises.

17.11 Inclement **Weather** - Cabin Services personnel will *be* provided with heat and/or light in the performance of their duties should conditions so require. This shall not apply to emergency work on aircraft for immediate use.

ARTICLE 18- UNION-MANAGEMENT COMMUNICATIONS

- 18.01.01 It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust.
- 18.01.02 Union Management meetings will be held at least once each calendar quarter at the Headquarters level to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes effecting the work or working conditions of employees. The dates for such meetings will be established in advance but may be altered or cancelled by mutual agreement. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.
- 18.01.03 Union Management meetings will not be considered as being in lieu of the grievance procedures.
- 18.02 Letter of Understanding
- 18.02.01 Any Letter of Understanding negotiated between responsible officers of the Company and the Union Bargaining Committee will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number, and must be signed by the appropriate representatives of both parties.
- 18.03 **Union Representatives**
- 18.03.01 The Union will notify the Company in writing of the names of its elected or appointed representatives.
- 18.03.02 The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and the attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union officers in carrying out the functions of Union business. It is therefore agreed that Union Representatives may be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union Representatives to afford as much notice as possible of such needs, and to clear their activities both with their own supervisors and with the supervisors of the employee and personnel involved in any problem situation.
- 18.03.03 Where the Union requests time off for employees to attend pre-scheduled educational training, the Company will, subject to being given a minimum two (2) weeks advance notice, ensure those employees so designated will be released from duty to a maximum of one (1) per location with additional employees released subject to operational requirements. Where less than two (2) weeks advance notice is provided, the release from duty will be subject to operational requirements. The Union will request such time off from the Company at the Headquarters level and such requests to the company will afford as much notice as possible.
- 18.03.04 Time off for which the Company has agreed to absorb the cost on a lost time basis will include meetings with the Company. In addition, the Company will absorb the cost of lost time due to Union business up to a maximum of two thousand five hundred and eighty (2,580) hours per calendar year. Time from this bank will be limited to members of the Union Bargaining Committee, District Chairpersons and any other Union Executive.

- 18.03.05** Except as provided for in Article 18.03.04, the Union will bear the cost of all "actual time" lost by Union members and representatives while participating in activities authorized by the Union. This will include but is not limited to: Union conventions; executive meetings; and meetings to discuss internal Union business. The Union will provide reasonable notice and the time off will not be refused unreasonably.
- 18.03.06** The Union will be billed for the time off except in those situations where the Company has agreed to absorb the cost. The Company will utilize the timekeeping system to assemble actual time off request(s) as submitted for release by the Union. The time billed will be the actual scheduled time lost and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that the employee may be replaced at overtime rates. In any case, the employees involved will not be debited or removed from the payroll.
- 18.03.07** Space available passes for transportation over the Company's lines will be issued on request and without service charge to Union Representatives who are Company employees and to any other Union Representatives who are Union Vice-Presidents or full time employees of the Union. 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. Such passes will only be used in the execution of their duties.
- 18.04** **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. The Company further agrees to enter into negotiations with the Union relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.
- 18.05** **Technological Change** - The Company and the Union agree that in the event of a technological change the Canada Labour Code provisions pertinent to technological change will apply.
- 18.06** **Bulletin Boards** - The Company will provide bulletin 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.
- 18.07** **Orders in writing** - All orders to an employee involving a change in locations Bases or assignment, promotion, demotion, discipline, discharge, lay off, leave of absence and vacation dates will be stated in writing with copies to the employee's Union District Chairperson.
- 18.08** **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 Union as requested.
- 18.09** **Paid Education Leave**
- 18.09.01** The Company agrees to pay into a special fund, established by the Union, three thousand dollars (\$3000.00) per month for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employee's skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on a quarterly basis by the Company to the following address: CAW Canada PEL Fund, 205 Placer Court, Toronto, Ontario M2H 3H9 with cheques made payable to the CAW Leadership Training Fund.

- 18.09.02** Subject to having received adequate advance notice to allow the hours to be included in the monthly bid process, members of the bargaining unit selected by the Union to attend such courses, will be granted a leave of absence for up to **twenty-three (23)** days of class time, as required by the Union, plus travel time where necessary, Such time may be taken intermittently over a twelve (12) month period from the **first** day of leave. Employees on such leave of absence will be considered **as** being on **time-off** for Union business as provided for in Article 18.03.05.
- 18.10** Data to **be** supplied to the Union with each remittance required under Article 20.06, the Company will supply the Union with a list containing the following information: Employees by base, classification and rate of pay; Employees on layoff; Newly hired employees, including transferees; Employees on leave of absence and the reason; Employees on Accident & Sickness, Long-term Disability or Workers' Compensation; Addresses and Postal Codes.
- 18.11** **New Employee** Introduction - The Company agrees to allow a Union representative one (1) hour of time during new employee initial training, and without the presence of management, in which to address the new employee on various aspects of the Union and the collective agreement. The Union representative will be selected by the Union and the one (1) hour of time will be absorbed by the Company on a lost time basis. Any additional time required will be as provided for in Article 18.03.05.
- 18.11.02** The Company and Union recognize the value of **training/orientation** programs for employees. **It** is understood that the Company shall utilize their Training Instructors to provide required training for new or transferring employees within thirty (30) days of the commencement in the new position. No employee will suffer a loss of pay due to lack of available training. Extensions to this time period will not be unreasonably withheld.
- 18.12** Bilingual Communication - All bulletins posted by the Company in Quebec and New Brunswick will **be** in both official languages.

ARTICLE 19 - GENERAL

19.01 Uniforms

- 19.01.01** Uniforms will be worn and maintained by employees **who** are in a position established as requiring a uniform according to standards prescribed by the Company.
- 19.01.02** The cost of the initial uniform items will be shared equally between the Company and the employee and the employees' share will be payroll deducted at the rate of thirty dollars (\$30) per month from the **last pay of the** month. When a change in design or colour of a uniform item or accessory is implemented by the Company, the Company shall pay the full cost of the mandatory components for the initial issue.
- 19.01.03** Effective in the year following commencement of employment, a uniform account **will** be established for each employee, which is to be used for the purchase of replacement uniform pieces and accessories from the list below.
- January **1st**, of every year **the** Company **will** credit **the** account in **the sum of** two hundred dollars (**\$200**) annually.
- 19.01.03.01** Basic uniform items and accessories shall be provided in the quantities indicated below. **All** uniform pieces shall have a useful life of **twenty-four (24)** months except all-weather coat, parka, winter scarf, and gloves) which shall have a life of **thirty-six (36)** months. The Company personal identification pin

(Brevet) will be paid one hundred percent (100%) by the Company and shall be worn to conform to Company uniform standards.

An initial CSA/STOC uniform will consist of:

	FEMALE	MALE
Jackets	2	2
Skirts/Pants	Any combination of 3 items	
One-piece Dress	1	
Trousers		3
Blouses/Shirts	8	8
Dress Scarves	2	
Ties		3
Belts	2	2
All weather coat	1	1
Winter Scarf	1	1
OPTIONAL	FEMALE	MALE
Tapestry Vest	1	2
Cardigan	1	1
Maternity dress/jumper	Any combination of 2 per pregnancy	
Parka	1	1
Leather Gloves	1	1
Purse	1	

- 19.01.03.02 Northern bases including Kingston will have the option of purchasing a down-filled uniform parka. The Company will pay 50% to a maximum of two hundred fifty dollars (\$250).
- 19.01.03.03 A pregnant employee will contact the Uniform supplier directly to order her maternity uniform. The items included in the maternity uniform are as supplied for Air Canada Jazz. These items may be totaled and interchanged for a combination of six (6) pieces.
- 19.01.03.04 The Company will maintain a serviceable supply of shop coats for CSA's who handle cargo.
- 19.01.04 **Cleaning Allowance** - The Company will provide a monthly cleaning allowance of twenty five dollars (\$25) to employees who work any portion of the month in CSA/STOCC classifications.
- 19.01.05 **Uniform Footwear Allowance** - The Company will pay employees a footwear allowance of seventy dollars (\$70.00) within thirty (30) days of hire or entry into a covered classification and seventy dollars (\$70.00) thereafter payable on the first pay in May and October of each year. The maximum footwear allowance paid in a calendar year will be one hundred and forty dollars (\$140.00).
- 19.01.06 **Work Wear** - Work clothes will be provided to all employees working in Aircraft Services/Cargo.

19.01.06.01 On an annual basis, a supply of four (4) sets of work clothes, each set to consist of the following:

A pair of work pants and

One (1) shirt or

One (1) overall

Each employee will have the option of specifying any combination of these items, including specifying long or short-sleeved shirts or coveralls, up to a maximum of four (4) sets. In addition, employees will have the option of exchanging shirts as follows: each shirt may be exchanged for two (2) T-shirts or one (1) golf shirt (maximum two) or one (1) sweatshirt (maximum two) or one (1) turtleneck shirt (maximum two) on an annual basis and having one of their coveralls insulated.

19.01.06.02 The following items will be provided every two (2) years:

One (1) winter parka

One (1) light jacket

One (1) belt

One (1) light insulated vest

Each employee will have the option of exchanging a winter parka or light jacket for a mid-weight lined jacket.

19.01.06.03 Where the job duties require, employees will be provided with one (1) set of rainwear. Rainwear will have no specified life and will be replaced on an exchange basis, subject to Company approval.

19.01.06.04 **Maintenance and Cleaning** - The Company will provide a monthly uniform cleaning expense allowance of \$18.00 per month to all employees.

19.01.07 **Damaged Uniforms** - The Company shall repair or replace, at no cost to the employee, any part of a damaged uniform when such damages were caused while performing duties and not by the negligence of the employee and provided proof thereof is furnished.

19.01.08 Employees shall be permitted to wear an official Union or Local Union membership pins on their uniforms.

19.01.09 **Joint Uniform Committee** - The Company and Union will each appoint members to a Joint Uniform Committee which will be responsible for recommending style, colour and material of uniforms.

19.02 **Picket Line** - An employee in the bargaining unit covered by this agreement shall have the right to refuse to cross a legal picket line if his/her safety is in jeopardy. Failure to cross such picket line in such circumstances shall not be considered a violation of this agreement and shall not be cause for discipline or discharge; however, the employee(s) will be deducted pay for time off.

19.03 **Locker/Storage Facilities** - Employees working in the Aircraft Services division will be entitled to full size lockers where space permits installation.

- 19.04** Parking - Parking will be provided by the Company for present positions at airport locations. Existing plug-ins will continue to be provided.
- 19.05** Legal Protection - The Company will, upon receipt of written request from an employee, defend or participate in the defense of that employee or their estate, to the degree requested, in any legal action arising in connection with the performance of their duties, and will protect and hold them harmless from any judgment rendered in the performance of their duties, save in the case of gross negligence or willful misconduct. The employee will receive their regular rate of pay for the time lost due to attendance at meetings with their legal counsel and any Court appearances, and reasonable expenses incurred as a result.
- 19.06** Use of personal Vehicle - Employees will not be required to use their personal vehicle for Company business.
- 19.07** Cash Advances - The Company agrees to continue the practice regarding cash advances.

ARTICLE 20.0- Benefit and Insurance Plans

- 20.01** Benefit and insurance plans have been referred to the parties for further discussion for a period of ninety (90) days, or a date mutually agreed, so as to provide an opportunity to develop a mutual understanding of the content of the integrated plans, and to implement the standardized plan across the bargaining unit. Cost sharing of 50% Company/50% employee will remain in effect for the term of the Agreement.
- 20.01.01** In the event of a dispute between the employee/Union and an insurer or carrier concerning the payment of benefits under any such policies or plans, the Company will, if requested by the employee/Union, discuss the matter with the insurer or carrier as the case may be in an attempt to adjust or settle the dispute and the employee/Union will be advised accordingly. In the event the dispute results from a conflict between the summary of the employee's benefit plan and the terms of the contract or contracts with the insurance carrier(s) through no fault of the employee, the document providing the greater benefit will prevail and, if necessary, the Company will be responsible for providing the benefit(s).
- The Company reserves the right to make the necessary correction to the summary which would then apply in the future. In the event the dispute involves the Company's failure to arrange for the necessary coverage with the result that the employee is denied coverage under the plan(s) by the carrier(s), or the coverage provided is not to the extent required, the Company will be responsible for providing the benefit(s).
- 20.01.02** Continuation During Leave - Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay, except maternity or child care leave, or layoff may do so, within the limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.
- Employees on maternity or child care leave who wish to continue their participation in benefit and insurance plans during their leave may do so subject to the employee, within a reasonable time, paying the employee share of the contributions for such plans for the period of the leave.
- 20.01.03** Delayed Disability Claims - For any period of total disability and where either the employee's Workers' Compensation or Accident and Sickness Insurance claim has been delayed, the employee

will, subject to completing an assignment form agreeing to reimburse the Company, receive an amount equal to the anticipated benefit for the period not exceeding sixty (60) calendar days

- 20.02** Pension **Plan** - All employees will be enrolled in the Pension Plan on the first day of the month following successful completion of the probation period. Each participating employee is required to make contributions by payroll deduction equal to 5% of their monthly earnings (including premiums, overtime and statutory holiday credits). The Company will contribute an equal amount on behalf of the employee each month. Additional voluntary contributions by the employee will be as provided for in the plan.
- 20.02.01** During periods of absence due to maternity leave, child care leave or short term disability, the employee will have the opportunity to elect to make regular required contributions during the period of absence, either on a monthly basis or by lump sum based on their rate of pay immediately prior to the leave. Where the employee elects not to make their regular required contributions, the employee will have a twelve (12) month period following their return to work in which they may elect to implement the **buy-back** of service lost by contributing a predetermined amount, not to exceed 18% of their total income. In both cases, the Company will contribute an equal amount on behalf of the employee, up to the maximum of the five (5%) per cent.
- 20.02.02** The Union will appoint up to two (2) representatives to the Joint Pension Committee. Time off will be handled pursuant to Article 18.03.
- 20.02.03** Employees who currently are not members of the plan will have the option of joining the plan at any time.

ARTICLE #21.0 - Human Rights / No Discrimination and Workplace Harassment

- 21.01** Employees will not suffer any harassment nor will they be discriminated against by the Company and/or 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, language ability, family relationship, place of residence, political affiliation, sexual orientation, disability, or failure to act on a directive which is illegal or contrary to any provisions of this Agreement.
- 21.01.01** 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.
- 21.02** **Harassment** and Workplace Conflict:
- The Company recognizes the right of employees to work in an environment free from harassment. All employees are to treat others with courtesy and respect and to discourage harassment. Violation of this principle as covered by this article may be dealt with by way of disciplinary sanctions up to and including dismissal.
- 21.02.01** Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment creates an intimidating, threatening, coercive, or hostile work environment such that an individual's (a) work performance is impaired; (b) employment relationship is adversely affected, or; (c) dignity is denied.

21.02.02 Harassment is not to be construed as properly discharged management responsibilities such as the delegation of **work** assignments, the assessment of discipline or other activities that does not undermine the dignity of the individual. No employee covered by this agreement will be lawfully interfered with, coerced, or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union; or for failure to act upon a directive which is illegal or contrary to any provision of the Collective Agreement.

21.02.03 The workplace is defined as any Company facilities and includes areas such **as** offices, shop floors, rest rooms, cafeterias, lockers, conference rooms, and parking lots.

Harassment between employees that occurs outside of the aforementioned areas and which has a substantial **workplace** impact may also be subject to this policy.

21.03 Harassment **may be** further understood **as follows**:

21.03.01 Human Rights Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome based on the protected groups in the Canadian Human Rights Act. Those protected groups (or prohibited grounds of harassment) are as follows: **race/colour**, religion, disability (including dependence on alcohol or drugs), age, sex, marital status, sexual orientation, national or ethnic origin and pardoned conviction.

21.03.02 Sexual Harassment may be any singular or repeated comment, gesture, contact, or conduct of a sexual nature that ought reasonably to be known to be unwelcome. Sexual harassment targets gender and includes pregnancy and childbirth. Such conduct is usually one sided and **coercive**, may be overt or implicit, and may include:

- Sexual innuendo (perhaps in the guise of humour)
- Touching or patting
- Sexually suggestive remarks or other verbal abuse about gender
- Demands for sexual favours
- Leering or compromising invitations
- Physical assault
- Implied or actual threats directed at the victim targeting their personal safety or employment
- Offensive material or language whether written or visual such as graffiti or degrading pictures
- Placing a condition of a sexual nature on employment such as rewards, avoidance or punishment, or opportunities for training, transfers or promotion.

21.03.04 Personal Harassment is defined as any course of vexatious comment or conduct that is known or ought reasonably known to be unwelcome. This is often referred to as bullying and results in a poisoned work environment for the victim. The following are examples of personal harassment, but are not meant to cover all potential incidents.

- Derogatory or practical **jokes** that cause awkwardness or embarrassment
- Harassment because of political affiliation
- Harassment due to place of residence (i.e. receipt of public assistance)
- Offensive literature
- Hazing or initiation activities
- Degrading comments
- Ostracizing or shunning employee's
- Other activities that have an adverse impact upon a person's or group's dignity, or that create an intimidating, hostile, or offensive atmosphere.

21.03.05 Where harassment complaints are determined to be frivolous, vindictive, or vexatious action may be taken against the complainant or appropriate parties.

21.04 Complaint Investigation.

21.04.01 Harassment **is** one of the most sensitive issues in the workplace. Because of this, a complaint procedure must be flexible, confidential, apply to all situations, available to everyone, and provide a mechanism for investigation. All harassment complaints will be investigated in a prompt, confidential and impartial manner until such time as they are resolved. Breaches of confidentiality may be subject to discipline.

21.04.02 Any employee who believes they are the victim of harassment is encouraged to report the matter. Retaliation **in** any form against a complainant or a witness in a harassment investigation is unacceptable and may be subject to discipline. In any instance of retaliation, management is responsible for ensuring corrective action is taken, up to and including dismissal.

21.04.03 All information concerning the complaint will be kept confidential, and all reasonable steps will be taken by the company and the union to ensure this happens. However, should the matter not be resolved through this Article and proceed to arbitration or a human rights tribunal, the investigators report may be subject to subpoena and become part of the public record. No information concerning the complaint will be placed on the file of any witness unless it **is** confirmed that a witness has given false testimony or has acted in a vindictive manner.

21.05 The complainant *will* have the option of starting the investigation process at Stage **1** or Stage **2**

21.05.01 **Stage 1. Informal Conflict Resolution**

The informal conflict resolution process will not be utilized to investigate and resolve Human Rights Harassment. An employee who believes they have a potential complaint of harassment should make their objection known to the alleged harasser and is encouraged to resolve the matter wherever possible on an informal basis. The employee may choose to ask for the help of their local manager or Union representative to facilitate a meeting between the parties. In an environment of confidentiality, the manager **and/or** Union representative will outline the complaint procedure, the definition of harassment, and discuss various possible courses of action with the parties in order to resolve the matter quickly and appropriately.

At any point the complainant, management or the CAW may decide to discontinue the informal process and escalate the matter to Stage **2**.

While the informal conflict resolution process will not assign formal responsibility for the conflict, management may need to address inappropriate behaviour on the part of individuals involved in the dispute, and **warn** that future incidents of inappropriate conduct may result in discipline and the more formal investigation process of Stage **2**.

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

When complaints are resolved at this stage the Company and Union will keep a brief summary of the conflict and its resolution for a period of one year from the date of the complaint, at which time the summary will be removed from both the company's and union's conflict resolution file. This summary is kept to document patterns of behaviour should other similar issues arise within this period regarding any of the parties in the initial complaint.

21.05.02 **Stage 2. Formal Investigation**

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of Human Rights Harassment, the complainant will make a complaint in writing in the form of a signed letter to the President of the Local Union which will be forwarded to the Company's Harassment Policy Coordinator. The signed letter will contain sufficient detail to determine if the matter will proceed to a formal investigation. The CAW and Jazz will each select an individual who will act as an investigator and will communicate the names of their designate to each other. The Union and Company designates will then contact each other and arrange to conduct a joint investigation. At the beginning of the investigation the complainant's identity and the general nature of the complaint will be communicated to the alleged harasser (respondent). The respondent will be given an appropriate amount of information regarding the complaint in order to make a detailed response. When both the complainant and respondent are members of different bargaining units, the senior executive of the respondent's bargaining unit will be informed by the Company Harassment Coordinator.

The respondent's bargaining unit will have the right to appoint an investigator to hear all evidence in the formal investigation. Should a CAW member be the respondent in a complaint lodged under a collective agreement administered by another bargaining agent, **the CAW** will appoint an investigator to hear all evidence in the investigatory hearing.

21.05.03 If the matter remains unresolved **at** the completion of the investigation, a joint report will be prepared by the investigators. Where the preparation of a joint report **is** not possible, the investigators may submit separate reports in which case each will receive a copy of the other's report. A recommendation to resolve the complaint will be made by the Company investigator. The Union investigator may choose whether or not to submit a recommendation. The **report(s)** will be submitted within **14** calendar days of the filing of the complaint to the Vice President of Human Resources and the President of the Local.

An extension of the time limit for submitting the report may be agreed between the Vice President of Human Resources and the President of the Local.

21.05.04 Within ten calendar days of receiving the investigation reports the Vice President of Human Resources shall **issue** such orders as may be necessary to resolve the complaint. Summarizing the findings of the investigation (harassment has been or has not been substantiated), these orders **will** be **communicated** in writing to the complainant, the respondent and the President of the Local Union. **At** any time during the formal investigation process the **VP** of Human Resources shall take measures to separate the employees, if deemed necessary.

21.06 **Appeals**

Where any party to the investigation is not satisfied with the decision of the **VP** of Human Resources, a letter requesting a review of the decision will be sent to the **VP** of Human Resources within 14 calendar days of receipt of the decision. The **VP** Human Resources and the President of the Local will jointly review the decision. Where the CAW is not satisfied with the decision, the complaint will be referred to expedited arbitration with a single arbitrator. The dates of the expedited arbitration will be set based upon the arbitrator's availability and mutual agreement between the Company and the Union. Agreement on the selection of the arbitrator and the dates of his/her availability to rule on the matter will not be unreasonably delayed or withheld by either party.

Notwithstanding other language in this collective agreement regarding the imposition of discipline and its grievance, the appeal of discipline arising from harassment complaints initiated under Article 21 will be resolved through the appeal procedure in Article 21.06.

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

21.07 **Commitment to a Harassment Free Workplace**

In keeping with the commitment of Air Canada Jazz and the CAW to the elimination of harassment in the workplace, it is understood and implied that remedial action is in all cases intended to be appropriate to the situation. It is the expressed agreement of the Company and the Union that remedies range from warning to dismissal. Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to changes such as transfer or reassignment, except when the complainant is transferred at their request.

21.08 **Time Lines**

Times lines in Articles 21.02 – 21.07 may be adjusted with the mutual consent of the President of the Local.

21.09 **Employee and Family Assistance Program**

21.09.01 It is recognized that in the airline industry people encounter a wide range of problems not necessarily associated with job functioning, but which can have a serious effect on family, friends, health and ultimately their ability to maintain good and safe work performance.

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

21.09.03 The Employee and Family Assistance Program has been developed in order to offer employees and their families access and information to professional resources when they are experiencing problems which may affect their health, their relationships with others or their job performance.

21.09.04 All employees, retirees and immediate family members (including traditional and non-traditional family members living under a common roof, as well as dependent children who may not be residing in the home) have the right to participate without fear of job recrimination and regardless of their status.

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

ARTICLE 22.0 - CHECK OFF

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 Agreement such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.

22.01.02 The amount to be deducted will not be changed excepting to conform with a change in the Union's

Constitution.

- 22.01.03 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.
- 22.01.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from wages of such employees by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 22.01.05 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds will **be** made from wages due and payroll prior to any deductions under this Article 20.
- 22.01.06 The amount so deducted from wages, accompanied by a statement of deductions from **01** 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.
- 22.01.07 **At** the same time that income tax (T4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 22.01.08 The Company **will** not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company will 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 will adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, will terminate at the time it remits the amounts payable to the Union.
- 22.01.09 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 will co-operate fully in the defense of such action. Each party will bear its own cost of such defense except that if, at the request of the Union, Counsel fees are incurred these will be borne by the Union. Save as aforesaid, the Union will 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 payroll.

ARTICLE 23.0 – DURATION

- 23.01 This Agreement is effective July 1st, 2009, except as otherwise provided herein, and will continue in full force and effect until January 13th, 2013, and may be varied by mutual agreement, in writing, between the parties hereto.
- 23.01.01 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.
- 23.01.02 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.
- 23.02 **Copies of Agreement**

23.02.01 The Company and the Union desire that all levels of Management and all employees affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of Management concerned will be given a copy of this Agreement, and any subsequent changes including Letters of Understanding, in both official languages if desired.

23.02.02 As soon as practical, the Company and the Union will meet to prepare a final draft of the Collective Agreement and to agree upon the arrangements necessary for the printing of the Agreement. The Union will be responsible for the typing of the final draft and the Company will be responsible for the cost of the printing and translation of the Agreement.

ARTICLE 24 – BASE CLOSURE

24.01 In the event the Company ceases its operation at a base, it is recognized that the provisions governing Staff Reductions may not fully or adequately deal with the impact on the employees affected. Therefore it is agreed that when such changes are implemented by the Company, the following provisions shall apply.

24.01.01 When base closure is considered, the Company shall immediately hold discussions with the President of the Local Union to review the matter.

24.01.02 Prior to the closure of any base the Company shall provide the President with as much notice as possible. Such notice shall be in writing and shall provide the reasons for the closure, the number, names, status and seniority of employees who will likely be affected and the expected date of the closure.

24.01.03 Within thirty (30) calendar days following receipt of such notice the parties at the headquarters level shall meet to discuss the impending closure and to discuss any items other than those specifically dealt with in the Agreement.

24.01.04 Employees employed at a base which is to be closed shall have the option of:

- a) Terminating service with the Company and receiving termination pay equal to two (2) weeks pay to a maximum of forty eight (48) weeks at their current hourly rate for each complete year of service with the Company and will be prorated to include full time and part time service. The status that is used in any particular month will be based on the status held on the 15th of each month. Employees will receive two (2) passes for each year of service with the Company for the employee, spouse and dependants; or,
- b) Taking early retirement; or,
- c) Exercising their seniority in accordance with Article 10
- d) Exercise their seniority under Article 10 at the time of the closure. The employee must select his/her base and specify the actual reporting date within the time limits for responding to the election form outlined in Article 10. The maximum period in which the employee can delay his/her reporting/relocation is one (1) year following the date of the base closure. During this period the employee is eligible for travel and the employee may maintain their benefits through paying the entire cost of the premiums; excluding wage loss benefits.

24.01.05 Employees who elect to relocate through c) or d) shall be granted relocation benefits as outlined in Article 10

24.01.06 Employees who are laid-off as a result of a base closure that displace another employee, and who choose to commute to their new base rather than move, will be entitled to reimbursement for

commuting expenses of up to \$7,500 *for up* to three (3) years from *date of lay-off*. Expenses incurred for commuting require submission of expense claims. Covered expenses are limited to mileage reimbursement, and the cost of either "Z fares" or U-write charges (including taxes and levies), or reimbursement for other modes of public transportation (i.e. ferry, bus etc.).

LETTER OF UNDERSTANDING #1

PART TIME EMPLOYEES

Part time rules **will** remain status **quo** per Air Canada **Jazz** Collective Agreement **#1**. Notwithstanding, the part time employees at a base may elect **to** implement core lines subject **to** the following:

- L1.01** **The** Company will staff its operation with full time employees whenever possible. It is recognized, however, that the use of part time employees may be required in certain situations. Therefore, the following will apply in the use and employment of part time employees:
- L1.02** **Core Lines**
- L1.02.01** The Company will build part time shift lines between twenty (20) to twenty-five (25) hours per week from part time core hours, twice per year concurrent with Article 6.03.01.
- L1.02.02** Dependant on the available number of part time core hours, the Company will build lines equal to a maximum of 50% of the total active, part time employees in the base. The Company may build more than the maximum noted above at its discretion.
- L1.02.03** Hours not deemed as core and any outstanding core hours not allocated above will be available in a preferential bid process as outlined in the current LOU #1.
- L1.02.04** The core shift lines will be offered in order of seniority to all part time employees for bid. Core shift lines not selected during the bid process will be assigned to the most junior part time **employee(s)** in reverse order of seniority.
- L1.02.05** Core shift employees will be offered shifts not selected during the preferential bid prior to any force of those hours on the employees taking part in the preferential bid.
- L1.02.06** Core shift employees will be eligible to accept ad hoc hours that become available after employees subject to the preferential bid of LOU #1 have been exhausted at straight time up to forty (40) hours.
- L1.02.07** Core **shift** employees will not be subject to the 50% availability call-out requirements of LOU #1 for the selection of ad hoc hours.
- L1.03** **Preferential Bid:**
- L1.03.01** The Union and the Company agree to a preferential bidding system so that each employee is awarded their choice of days off consisting of days or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
- L1.03.02** Work available for a preferentially bid Shift line will consist of, but not limited to, vacation, banked **stats**, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.
- L1.03.03** Duties and work schedules will be bid by seniority preference will be posted **for** bidding purposes fourteen (14) days prior to the first day of each month. It shall be the responsibility of each base **and/or** location to determine their own bidding protocol.
- L1.03.04** Employees will complete the bidding process ten (10) days prior to the first day of each month.

- L1.03.05 Work schedules will be posted seven (7) days prior to the first day of each month
- L1.03.06 The days that a part time employee is on vacation, banked day, training or on a leave of absence (minimum four (4) hours in duration) for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment.
- L1.03.07 Parttime employees shall select shifts up to forty (40) hours per week.
- L1.03.08 No part time employee shall schedule themselves more than five (5) days within a seven (7) day period.
- L1.03.09 There shall be no scheduled split shifts.
- L1.03.10 A shift **will** be a minimum of four (4) hours.
- L1.03.11 There must **be** nine (9) hours between shifts.
- L1.03.12 Once a monthly assignment has been awarded, it becomes guaranteed.
- L1.03.13 At the end of the bidding process work assignments not selected shall be assigned in reverse of order of seniority to eligible employees in accordance with all scheduling rules.
- L1.04 Ad Hoc Rules - Part Time Employees**
- L1.04.01 Ad hoc work ~~is~~ work that becomes available after the shift schedule has been posted.
- L1.04.02 Part time employees who are eligible to work may place their name on a daily time sheet indicating they will be available for work. Preferential bid employees will be called first in order of seniority, followed by employees on the core lines in order of seniority.
- L1.04.03 In order to maximize hours on a daily basis it is understood that part time employees already assigned work are **also** offered daily available ad hoc **work**, and notwithstanding Article 6.06.01, employees may elect to accept a second work period in any day following the initial bid for core hours.
- L1.04.04 Part time employees who have not exceeded thirty six (36) hours in the previous week may accept hours in the current week up to and including forty-four (**44**) hours at straight time rates of pay before they are offered as overtime.
- L1.04.05 Ad hoc shifts will be covered in the following manner:
- (a) The Company shall determine the amount **of** the shift to cover and shall offer the hours available in order of seniority at straight time hours.
 - (b) Core shift employees will be eligible to accept ad hoc hours that become available after employees subject to the preferential bid of **LOU#1** have been exhausted at straight time **up** to forty (40) hours.
 - (c) Failing to fill the hours at straight time, the Company is not obligated to offer the hours **as** overtime.
 - (d) If the Company elects to cover the shift at overtime and is unable to do **so** then L1.04.07 & L1.04.08 (non-discretionary forcing of shift at overtime rates) to apply.
- L1.04.06 A part time employee may elect to work six (6) days within a seven (**7**) day period in order to maximize

hours.

L1.04.07 Non-discretionary ad hoc work due to illness, injury, bereavement/compassionate leave (where approved), jury duty, paternity leave, or vacation entitlement granted in accordance with Article 15 shall be offered first in accordance with this Article. Such work assignments not selected shall be assigned in reverse order of seniority to eligible employees in accordance with all scheduling rules.

L1.04.08 Part time employees assigned shifts shall be given no less than two (2) hours notice to report for work.

L1.04.09 Frequent unavailability for work is defined as being unavailable for work fifty (50%) per cent or more of all shifts offered on a monthly basis, but does not include an employee who is:

- working and is offered a split shift -offered a shift after working five (5) consecutive days
- offered an overtime shift -absent on approved vacation
- on prone rest, where it would be compromised -absent due to bereavement or compassionate reason
- scheduled for a shift and is offered an alternate shift on the same day
- working on an approved shift trade

Part time employees who maintain an unavailability rate of fifty (50%) per cent or greater, for a period of three (3) consecutive months may be subject to disciplinary action. (see Appendix 7)

Note: L1.04.07 to L1.04.09 not applicable to core line employees.

L1.05 Overtime

L1.05.01 Periods of work of less than four (4) hours at the end of a shift will be offered in the following order:

- full time on duty (overtime rates apply)
- part time on duty (at straight time to forty (40) hours a week)
- assign junior part time employee in which case overtime rates apply

L1.05.02 Part time employees will be paid overtime for all hours worked in excess of forty (40) hours per week.

L1.05.03 For a part time employee covering a full time shift overtime rates would apply for hours in excess of the longest full time shift on the base.

L1.06 Part Time Benefits

L1.06.01 Part time employees will be entitled to benefits coverage according to the average number of hours worked in the preceding year, and per the table of hours included as an appendix to this article (Appendix 4). The twelve month average will be calculated based on the period October 1st to September 30th of each year, commencing with the period October 1st, 2005 to September 30th, 2006. The effective date of implementation will be January 1st, 2007. All employees will move in to their respective plans effective January 1st, of each year.

- L1.06.02 Employees in receipt of benefits as of the ratification date of the **current** collective agreement (**ACR Agreement #1**) (June 29th, 2002) will as a minimum,
- (a) retain their benefits at the proposed Plan A level provided they bid shifts to the threshold of 20 (twenty) hours per week over a twelve month period, or
 - (b) if their average hours **would** place them either Plan **A+** or Plan **A++**, revert to the proposed formula, wherein benefits new coverage will be determined according to the average number of hours worked in the preceding year.
- L1.06.03 Employees hired after June 29th, 2002 will be entitled to benefits coverage based on the average number of hours worked in the 12 (twelve) month period October 1st to September 30th of each year.
- L1.06.04 New hire employees entering into the bargaining unit will have their benefits entitlement calculated based on Plan **B** (appendix 4).
- L1.06.05 Employees on Plan **B** will have a five (5) year benefit payment limit if they qualify for long term disability.
- L1.06.06 Employees in Plan C will have a flat amount of life insurance and no LTD coverage.

L1.07 Statutory Holidays (Part time)

- L1.07.01 Part time employees not working on a Statutory Holiday but who have worked or have received pay for **more** than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to their average daily earning (not including overtime) the previous thirty (30) days. (See example).

Sum of the hours paid during previous thirty (30) days

Divided by

No. of days paid in previous thirty (30) days

Such hours may be paid or credited at the employee's option.

- L1.07.02 Part time employees not working on a Statutory Holiday who have worked or have received pay for fewer than twelve (12) days in the previous thirty (30) calendar days shall receive a credit equivalent to one twentieth (1/20) of the previous thirty (30) calendar days earnings.

Letter of Understanding # 2

RE: Part-Time Benefits (L1.06)

Air Canada Jazz **CSA/ACS** (Airports)
Division as represented by the **Canadian** Auto Workers Union, Airline
Division Local 2002

And

Jazz Air Inc. carrying on **business** as Air Canada *Jazz*, ("**the Company**")

WHEREAS the Company and the Union have come to a mutual agreement to introduce new language into the **CSA/ACS** (Airports) collective agreement with respect to the manner and degree in which part time employees will be able to obtain benefits coverage,

AND **WHEREAS** the parties agree that the current collective agreement language article **L1.05** in the Airports agreement provides benefits coverage to 20 hour a week for qualifying employees,

AND WHEREAS the parties agree that the current benefits plan requires modification,

NOW THEREFORE, the Company and the Union agree as follows:

1. This Letter of Understanding and its appendix (Appendix 4 - Plan Criteria) amends and replaces the existing benefits clause for part time employees (**L1.06**) in the collective agreement currently in effect between the Company and the Union (the "collective agreement") and constitutes a part of the collective agreement.
2. The application of the new benefits plan will take effect as of January 1st, 2007 and will be inserted into the respective collective agreement utilizing the existing article number (article **L1.06**) in the Airports agreement.
3. This Letter of Understanding and the modifications to the collective agreement set out herein will be deemed as **ratified** and accepted by the Union per the consent of the respective bargaining committee member for the division herein represented by the **CAW**.

CONSEQUENTLY, **L1.06** will now read as follows:

L1.06 Benefits

- L1.06.01** Part Time employees will be entitled to benefits coverage according to the average number of hours **worked** in the preceding year, and per the table of hours included as an appendix to this article (Appendix 4). The twelve month average will be calculated based on the period October 1st to September 30th of each year, commencing with the period October 1st, 2005 to September 30th, 2006. The effective date of implementation will be January 1st, 2007. All employees will move in to their respective plans effective January 1st of each year.
- L1.06.02** Employees in receipt of benefits as of the ratification date of the current collective agreement (June 29th, 2002) will as a minimum, (a) retain their benefits at the proposed Plan **A** level provided they **bid** shifts to the threshold of 20 (twenty) hours per week over a twelve month period, or (b) if their average hours would place them either Plan **A+** or Plan **A++**, revert to the proposed new formula, wherein

benefits coverage will be determined according to the average number of hours worked in the preceding year.

- L1.06.03 Employees hired after June 29th, 2002 will be entitled to benefits coverage based on the average number of hours worked in the 12 (twelve) month period October 1st to September 30th of each year.
- L1.06.04 **New** hire employees entering into the bargaining unit will have their benefits entitlement calculated based on Plan **B** (appendix 4).
- L1.06.05 Employees on Plan **B** will have a five (5) year benefit payment limit if they qualify for long term disability.
- L1.06.06 Employees in Plan C will have a flat amount of life insurance and no LTD coverage.

LETTER OF UNDERSTANDING # 3

CONTINENTAL WORK WEEK

In accordance with Article 6.02, when the continental work week is worked the following will apply:

L3.01 The shift schedule will consist of the following rotation in each cycle of fourteen **(14)** calendar days, which will constitute the averaging period for the purposes of reaching *the* standard forty (40) hour work week:

Two (2) work days

Two (2) days off

Three (3) work days

Two (2) days off

Two (2) work days

Three (3) days off

LETTER OF UNDERSTANDING# 4

Wage Review 2006 Arbitrator Picher

Between

National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA)
LOCAL 2002 (the "Union) Airports

and

Jazz Air Limited Partnership doing business as Air Canada Jazz (the "Company")

WHEREAS the provisions of the Letter of Agreement, (Duration of Agreement), state that a wage review be commenced four months prior to July 1st, 2006, specifically outlined under point 3 of said agreement and

WHEREAS the result of said wage review is the attached award labeled "Appendix A" from Chief Arbitrator Michel Picher outlining the applicable wage adjustments to each classification in the Bargaining Unit,

The Company and Union agree to the following:

The attached **wage grids** form the new wage provisions for employees covered under the Collective Agreement, effective July 1st, 2006

CSA/DCC/ STOC/Cargo	<i>1-Jul-06</i>	<i>1-Jul-07</i>	<i>1-Jul-08</i>
6th year	\$19.35	\$19.69	\$20.03
5th year	\$18.88	\$19.21	\$19.55
4th year	\$17.46	\$17.77	\$18.08
3rd year	\$16.07	\$16.35	\$16.64
2nd year	\$14.68	\$14.94	\$15.20
2nd 6 mo	\$13.40	\$13.63	\$13.87
1st 6 mo	\$12.72	\$12.94	\$13.17

CSA/ DCC/ STOC/Cargo	Employees hired after July 31, 2003		
	1-Jul-06	1-Jul-07	1-Jul-08
6th year	\$17.44	\$17.80	\$18.18
5th year	\$17.02	\$17.37	\$17.75
4th year	\$15.75	\$16.08	\$16.43
3rd year	\$14.49	\$14.79	\$15.12
2nd year	\$13.24	\$13.52	\$13.83
2nd 6 mo	\$12.09	\$12.35	\$12.64
1st 6 mo	\$11.47	\$11.72	\$12.00

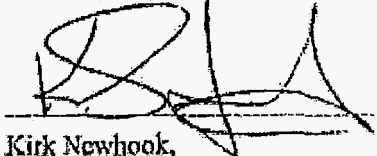
Ramp Attendant/ Towed Cabin Serviced Commissary/ Drivers	1-Jul-06	1-Jul-07	1-Jul-08
6th year	\$16.65	\$16.94	\$17.24
5th year	\$16.25	\$16.53	\$16.82
4th year	\$15.33	\$15.60	\$15.87
3rd year	\$14.43	\$14.68	\$14.94
2nd year	\$13.58	\$13.82	\$14.06
2nd 6 mo	\$11.09	\$11.28	\$11.48
1st 6 mo	\$10.27	\$10.45	\$10.63

Ramp Attendant/ Tower/ Cabin Services/ Commissary/Drivers	Employees hired after July 31, 2003		
	1-Jul-06	1-Jul-07	1-Jul-08
6th year	\$15.02	\$15.33	\$15.67
5th year	\$14.66	\$14.97	\$15.30
4th year	\$13.84	\$14.13	\$14.45
3rd year	\$13.02	\$13.30	\$13.60
2nd year	\$12.26	\$12.53	\$12.82
2nd 6 mo	\$10.01	\$10.24	\$10.49
1st 6 mo	\$9.27	\$9.48	\$9.72

For Air Canada Jazz

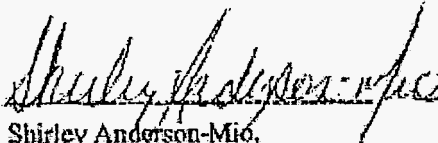


Franco Giampa,
Director, Airports



Kirk Newhook,
Director Labour Relations

For CAW Local 2002



Shirley Anderson-Mio,
Bargaining Committee Chair, Local 2002



Leslie Dias,
President CAW Local 2002



Colin Copp,
Vice President Employee Relations

Letter of Understanding# 5

Sr. Lead Training Premium

Between

Air Canada Jazz CSA/ACS (Airports) Division

As Represented by the

Canadian **Auto** Workers Union, Local 2002

And

Jazz Air Inc, carrying on business as Air Canada Jazz, ("the Company")

Whereas the Company and the Union have come to a mutual agreement to introduce new language into the CSA/ACS (Airports) collective agreement with respect to the application and process reimbursing senior leads for performing training of other senior leads.

And Whereas the parties agree that the current collective agreement language Article 5.06.03 in the Airports agreement does not sufficiently or completely address the type of training being performed by senior leads.

Now therefore, the Company and the Union agree as follows:

1. This letter of understanding will provide to senior leads premium equal to 15% over the highest wage rate in their scale when they are training other senior leads.
2. The application of the **new** language will take effect as of the date of signing of this letter of Understanding.
3. This Letter of Understanding and the modifications to the collective agreement set out herein will be deemed as ratified and accepted by the Union per the consent of the respective bargaining committee member for the division herein represented by the CAW.

Letter of Understanding# 6

Re: Breaking Seniority Ties

Between National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-CANADA) and its LOCAL 2002 (the "Union) Airports and Jazz Air Limited Partnership doing business as Air Canada Jazz (the "Company")

WHEREAS once the seniority of an employee has been established by lot, there is no way to track errors in the future, and

WHEREAS the Bargaining Committee & Company agreed as of November 1, 2005 that the best and easiest way to break seniority ties would be to use employees Social Insurance Number (SIN).

THEREFORE, the Company and the Union agree as follows:

- 4) This Letter of Understanding amends and replaces the existing clause on breaking seniority ties in the collective agreement currently in effect between the Company and the Union.
- 5) The following language will be inserted into the collective agreement utilizing the existing article number 10.02.02; "Social Insurance Number, using the last three digits reversed, the higher number being the more senior."
- 6) The application of the new language will be backdated to November 1, 2005 when the Bargaining Committee Chair agreed to this process in writing. The document is attached.
- 7) This Letter of Understanding and the modifications to the collective agreement set out herein will be deemed as ratified and accepted by the Union per the consent of the respective bargaining committee member for the division herein represented by the CAW.

Letter of Understanding # 7

Sub-schedules for Contracted Work Opportunities

Shift schedules may contain sub-schedules related to specific groups of employees by function(s). There will be a separate sub-schedule developed for part time employees.

Whereas in our efforts to actively pursue additional business, work and revenue in the Jazz Airports division, the Company and the Union have come to an agreement to adopt sub-scheduling language for the purpose of obtaining contract work with other OAL that utilize check-in systems that are different from Jazz.

And Whereas the parties agree that the current collective agreement language in article 6.03.03 provides for the existence of a sub-schedule.

Therefore the Company will actively design contract work lines (CWL) that attract participation.

Scheduling

- (1) Work tasks, and other duties as assigned (for special contract) to be clearly identified.
- (2) Work lines including contract work to be identified as restricted lines.
- (3) Contract Work Lines (CWL) once bid will be identified as a maximum of one (1) year duration of the initial year of the contract award. Employees would have the possibility to withdraw from the OAL CWL only if a trained employee that is not part of an OAL schedule or sub schedule is willing to take their place.
- (4) The Company may reassign OAL trained employees on shift to work OAL flights if there is an unforeseen staff shortage. In the event of a reassignment to OAL the Company commits to backfill the Jazz line of work if the reassignment is for 3 (three) or more hours duration. The Company will commit to call out (minimum four hours) if we know in advance and determine that we need to fill the shift.
- (5) An additional shift bid may be held when there are significant changes to the shift schedule or sub-schedule which result from changes to the flight schedule. An additional shift bid may be held where there is mutual agreement between the Company and the Union per Article 6.03.

Shift Trades

Employees have the opportunity to shift trade with other employees as long as the employee covering the shift is qualified to perform the work.

Ad Hoc/ Preferential Bid

Part time employees who are qualified can be forced available work in accordance with LOU #1. In addition to the foregoing PT employees will be permitted to drop their shift to pick up a longer shift as long as the new shift will include the ground handler's flight or task.

Training

(1) Agents bidding CWL will commit to training,

(2) The company may train additional employee(s) to be used for vacation, short term and/or long term disability coverage.

Any issues arising from the training requirement will be the subject of further discussion between the Company and the appropriate Union bargaining representative.

Temporary Vacancies

PT employees holding OAL lines will not be restricted from applying for, or being awarded temporary or permanent vacancies that are non-OAL work opportunities.

Time Bank

Time bank requests will be granted as long as sufficient back up is available.

Issues arising from the inability to grant banked time off will be the cause of immediate discussion between the Company and the appropriate Bargaining Committee Representative in an effort to solve the problem.

LETTER OF UNDERSTANDING ("CCA") # 8

Between

Air Canada Jazz Inc.
(JAZZ)

And

National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-CANADA)
And its Local 2002

The parties to this agreement agree to the following:

- 1) Within 30 days of the ratification of this agreement, employees in the cargo facilities in Calgary and Vancouver will be served notice of lay-off. In addition to the options available to these employees under Article 10 of the agreement, they may also elect to sever their employment and receive two week's pay per completed year of service to a maximum of 52 weeks. Service will be prorated to include full and part time service. It is understood that if there are more favourable VSP provisions negotiated by the CAW with Air Canada they will replace the terms of this severance agreement. This calculation will be based upon the employee's base rate of pay at the time of the lay-off and will be based upon 40 hours per week. The status that will be used in any particular month will be the status held on the 15th of that month. Payment will be on a bi-monthly basis. Notwithstanding the foregoing, part time employees will have their hours averaged over the 52 week period immediately preceding their last day of employment.
- 2) Employees who elect severance who have 15 years of service will be eligible for the Resignation Travel benefit in accordance with the terms of that policy. Others who elect severance will be entitled to two passes for each year of service for each of the employee, their spouse and any eligible dependents. If Air Canada provides travel benefits superior to the ones contained herein, then these travel benefits will be offered to eligible Jazz employees.
- 3) Employees who are displaced either directly or subsequently as a result of a Cargo employee exercising their seniority will also be eligible for the severance and travel outlined above.
- 4) Employees in cargo (YVR/YYC) who exercise their seniority must select their base location within the time limits set out in Article 10, but may elect to delay their move for up to one year from the date of the closure of their cargo facility. During this period the employee is eligible for travel and the employee may maintain their benefits through paying the entire cost of the premiums. Wage loss benefits are not eligible for this benefit continuation.
- 5) Employees in Cargo (YVR/YYC) will be eligible for the provisions of L3.07.
- 6) Displaced employees will also be eligible for the provisions of Article 19.07.01 and 19.07.06.
- 7) All effected cargo employees will be entitled to moving expenses to a maximum of \$10,000. Subsequent moves will be paid at \$10,000 per move to a cumulative total of 40 moves. Moves in excess of the 40 will be paid at \$5000 unless the excess

originates in YVR/YYC cargo. Should there be less than 40 moves at the \$10,000 level the difference will be distributed amongst the employees who moved to a total of their receipted moving expenses to a maximum of \$400,000. All expenses must be accompanied by the appropriate receipts.

- 8) Any employee laid-off prior to the end of the year will be entitled to the severance and travel benefits listed herein as well as any enhanced moving expenses should there remain any monies in the surplus.
- 9) A maximum of 200 VSP's will be awarded in order of seniority of the applicants to employees with at least 5 years of service as of December 31, 2004 in accordance with the Air Canada plan. In order to be eligible, applications must be received by September 1, 2004. Employees who are on a SLOA are eligible for the program and may make application during their leave. If they are successful their SLOA will be terminated and their VSP implemented at the discretion of the Company. If they are unsuccessful they will remain on their SLOA.
- 10) Within 120 days or at another mutually agreed time, the Company will take over the Customer service activities at the Kingston (YGK) base.
- 11) Within 180 days of the ratification of this agreement the Company will take over the STOC function at Montreal Trudeau (YUL) airport.
- 12) The modifications to the terms of the collective agreement set out in this Letter of Understanding shall be conditional, at the CAW'S sole option, upon the following:
 - a) The closing and implementation of all arrangements and agreements necessary to and set out in the proposed Deutsche Bank Rights Offering ("Rights Offering") and the extended Global Restructuring Agreement with G.E. Capital ("GRA"), as approved by the Court on May 4, 2004, without any amendment whatsoever;
 - b) Jazz Air Inc. remaining a wholly-owned subsidiary of Air Canada or Air Canada Enterprises until emergence from CCAA;
 - c) The closing and implementation of all arrangements and agreements necessary to the Plan of Arrangement; and,
 - d) The conclusion of labour cost reduction agreements as required by the Rights Offering and GRA with all other unions representing employees at Jazz Air Inc.
- 11) This agreement is **subject** to ratification by the membership.

Signed this 16* day of **May**, 2004.

Letter of Understanding # 9

Re: Loyalty Premium

Between

National Automobile, Aerospace,
Transportation and General Workers Union of Canada
(CAW-CANADA)

and its **LOCAL 2002** (the "Union) Airports

and

Jazz **Air** Limited Partnership
doing **business** as Air Canada **Jazz** (the "Company")

WHEREAS article 5.07 of the ratified collective agreement #2 includes reference to the accumulation of the loyalty premium, payable on hours worked, as a dollar value;

WHEREAS the language of articles 5.07.01, 5.07.02 and 5.07.03 refers to the Company maintaining a "cash bank" for employees;

WHEREAS the Company and the Union agree there is a benefit to employees to have the loyalty premium accumulated in hours instead of dollars, with a minimum withdrawal of 100 hours.

NOW THEREFORE, the Union and the Company agree as follows:

- (1) The 'Cash bank' will be redefined as the "Loyalty bank" and will accumulate in hours [equivalent to the chart below].
- (2) The hours to be paid out at the employees request at a minimum of 100 hours, and subject to the terms of article 5.07.02 and the completion of appendix 6 (attached).
- (3) The loyalty premium hours will be calculated and paid according to the corresponding loyalty premium rate in article 5.07 appropriate to the employee's pay scale at the time the payout is requested.
- (4) The definition of hours worked as provided for in article 5.07 includes regular hours worked on shifts, actual hours worked on overtime (not at time and a half but at straight time), straight time hours due to training and travel for training, hours due to Union release, and that the premium will be paid on shift trades to the employee who actually works the shift; but that the loyalty premium would not apply to vacation time, sick time, time bank off or overtime (except as previously identified).

CSA SCALE	CURRENT	Jul 09	Loyalty Premium		
			Jan 10	Jan 11	Jan 12
11 th year	\$20.03	20.43	0.20	0.41	0.41
10 th year	\$19.53	19.92	0.20	0.40	0.40
9 th year	\$18.62	18.99	0.19	0.38	0.38
8 th year	\$18.51	18.88	0.19	0.38	0.38
7 th year	\$18.38	18.75	0.19	0.37	0.37
6 th year	\$18.18	18.54	0.19	0.37	0.37
5 th year	\$17.75	18.11	0.18	0.36	0.36
4 th year	\$16.43	16.76	0.17	0.34	0.34
3 rd year	\$15.12	15.42	0.15	0.31	0.31
2 nd year	\$13.83	14.11	0.14	0.28	0.28
1 st year	\$12.64	12.89	0.13	0.26	0.26

ACS SCALE	CURRENT	Jul 09	Loyalty Premium		
			Jan 10	Jan 11	Jan 12
11 th year	\$17.24	17.58	0.18	0.35	0.35
10 th year	\$16.83	17.17	0.17	0.34	0.34
9 th year	\$16.05	16.37	0.16	0.33	0.33
8 th year	\$16.00	16.32	0.16	0.33	0.33
7 th year	\$15.87	16.19	0.16	0.32	0.32
6 th year	\$15.67	15.98	0.16	0.32	0.32
5 th year	\$15.30	15.61	0.16	0.31	0.31
4 th year	\$14.45	14.74	0.15	0.29	0.29
3 rd year	\$13.60	13.87	0.14	0.28	0.28
2 nd year	\$12.82	13.08	0.13	0.26	0.26
1 st year	\$10.49	10.70	0.11	0.21	0.21

Signed this day ____ of **March**, 2010:

For Jan Air LP

For CAW Local 2002

LETTER OF UNDERSTANDING # 10

BETWEEN

Canadian Auto Workers Union (The "Union")

AND JAZZ AIR LP (The Company")

ADVANCED ALTERNATIVE DISPUTE RESOLUTION(ADR) PROCESS

WHEREAS, the parties recognize the benefits of moving towards a more progressive labour/management dispute resolution practice which provides for an expedited and cost effective process that supports the education of the parties through a designated Chief Mediator/Arbitrator.

NOW THEREFORE, the Company and Union agree to the following:

The arbitration process in the collective agreement *is* hereby amended by this LOU and that the provisions of Part 1, Division IV, Section 57 of the Canada Labour Code apply and have been provided for herein.

All efforts will ~~be~~ made on both sides to ensure that issues are resolved as early in the process as possible and that both sides will conduct themselves in good faith and full commitment to the process.

SCOPE AND APPLICATION

The parties agree that the ADR Process will apply to unresolved issues arising from the interpretation, application, administration or alleged contraventions of the collective agreement, as well as any other issues for which the parties mutually agree are to be advanced to the Chief Mediator/Arbitrator.

DURATION OF LOU

The implementation of this LOU will become effective upon signing and will remain in full force and effect for one year (to include four one day Quarterly Review hearings with the Chief Mediator/Arbitrator). **All** Quarterly Review hearing dates will be selected following signing this LOU to ensure availability of all parties.

NOTICE OF DISPUTE PROCESS

The grievance process under Article 16 shall follow the normal course as outlined in the collective agreement.

The Chief Mediator/Arbitrator shall be copied on all Step II grievance replies which remain unresolved. These Step II grievances will then be referred to the Quarterly Review Process.

Prior to the Quarterly Review, the parties will supply the Chief Arbitrator with a written brief, and provide the other party with a copy of same in a timely manner, outlining concisely the basis of the grievance, the basis of the denial, the relevant facts, and provide copies of any submissions and witness statements. Authorities may also be included.

The Chief Mediator/Arbitrator, in the course of the Quarterly Review, will attempt to settle all disputes brought forward. Notwithstanding the foregoing, any dispute that remains unresolved at the outcome of this process may be advanced to formal arbitration as per Article 16.09. In addition, the Chief Mediator/Arbitrator may elect to move an issue to a formal arbitration process should they feel the expedited process inadequate to deal with a particular issue.

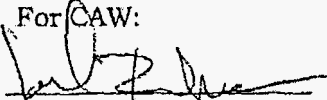
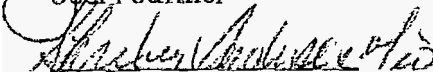
The parties will share equally all costs associated with the Quarterly Reviews.

Either party (the Company or the Union) may, upon providing written notice, elect to exclude a grievance from the Quarterly Review process.

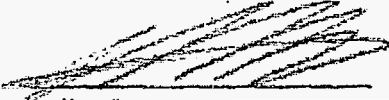

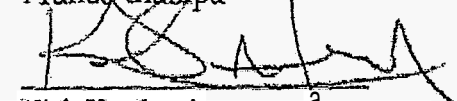
Grievances referred to the Quarterly Review will be conducted in the normal manner. However, examinations in chief may be replaced by a written statement from each witness; which will then be provided to the parties in advance. In exceptional circumstances, should either party wish to have an examination in chief witness present at the Quarterly Review, both parties must be in agreement.

For the sake of efficiency, it is hereby agreed to by the parties that attendance at the Quarterly Reviews will be limited to only those who are deemed necessary by the party advancing the grievance. The Quarterly Reviews will be held in Toronto; but may be held in another location as specified by the Chief Mediator/Arbitrator, or as mutually agreed between the parties.

Dated this 6th day of May 2009

For CAW:

Joel Fournier

Shirley Anderson-Mio.

For Jazz Air LP

Stephen Boa

Colin Copp

Franco Giampa

Kirk Newhook
Stephen Boa

LETTER OF UNDERSTANDING # 11

BETWEEN

AIR CANADA JAZZ ("Jazz")

AND

Canadian Auto Workers Union, Airline Division Local 2002 (the "CAW")

RE: SMALL BASE IMPLEMENTATION ISSUES

WHEREAS:

- A.** Customer Service Agents ("CSSA's") employed by Air Canada and represented by the CAW AC Bargaining Committee continue to work for Jazz at several bases, including St. John's Nfld. (YYT), Moncton N.B. (YQM), St. John N.B. (YSJ), Charlottetown P.E.I. (YYG), Quebec City (YQB), Thunder Bay Ont. (YQT), Saskatoon Sask. (YXE), Regina Sask. (YQR) and Whitehorse YK (YXY), (the "Small Bases"); and Station Attendants 11 employed in Fredericton, N.B. (YFC) who are represented by the IAM and who work for Air Canada.
- B.** The existing arrangements at YQR and YXE, whereby Air Canada CSSA's represented by the CAW AC Bargaining Committee work alongside Jazz employees as outlined in the Memorandum of Agreement dated June 1st, 2003 and the subsequent award of April 4th, 2005 and the Memorandum of Agreement dated August 22nd, 2005, where Mr. Teplitsky remains seized with respect to jurisdiction.
- C.** The existing arrangements as the Small Bases other than YQR and YXE, whereby Air Canada employees represented by the CAW AC Bargaining Committee work alongside Jazz employees are covered by the Jazz CAW collective agreement except with regard to wages, benefits, pension and part-time scheduling, are the subject of a mediation/arbitration Award issued by Martin Teplitsky Q.C. dated April 4th, 2005 (the "April 4th, 2005 award") and related Awards in 2005;
- D.** Under the April 4th, 2005 award and the August 22nd, 2005 MOA, Martin Teplitsky Q.C. has jurisdiction with regard to any issues concerning their implementation or application;
- E.** The intent of the negotiations that led to the Small Base agreements, letters of understanding and resulting arbitrations has been to provide for interim solutions and transitional arrangements in connection with the transfer of these bases to Jazz, culmination in all Small Base employees being employed directly by Jazz. It is the position of Jazz, based on the clear intent of the foregoing, that the small bases identified in item "A" should revert to Jazz control in all respects.
- F.** Air Canada and the CAW Air Canada Bargaining Committee have recently agreed on the language of a Letter of Intent with regard to amending LOU No. 26 to exclude YYT as a Small Base and to include YYT as a mainline base;
- G.** In the same letter of Intent, Air Canada indicates its intent to provide the CAW Air Canada Bargaining Committee with written notice "post ratification outlining its wish to open discussions around solutions to the current operational and employee relations issues associated with Air Canada and Jazz employees working at the Small Bases";
- H.** Jazz and the CAW Jazz Bargaining committee agree that the existing arrangements at the Small Bases have given rise to operational and employee relations issues and have created a contentious work environment that is not to the benefit of any party;
- I.** Jazz and the CAW Jazz Bargaining Committee have a shared interest with regard, but not limited to, resolving the following issues at the small Bases: (1) the application of the Jazz collective agreement; (2) the scope of

the seniority list for employees working at the Small Bases; (3) the effect of the arrangements at the Small Bases on the size of the Jazz bargaining unit; and (4) equality of treatment for all employees (Jazz and Air Canada) working at the Small Bases (hereafter the "Small Base Issues")

- J. The Small Base Issues may lawfully be discussed between Jazz and the CAW, but the parties agree that achieving a solution to these issues may require the involvement of Air Canada and the CAW Bargaining Committee for Air Canada.

NOW THEREFORE, Jazz and the **CAW** agree as follows:

- (1) Mr. Martin Teplitsky, Q.C. is hereby appointed to act as a mediator/arbitrator to assist the parties in resolving the small Base Issues;
- (2) Mr. Teplitsky will convene a hearing for the purpose of mediating or if necessary arbitrating the small Base Issues;
- (3) Jazz and the CAW Jazz Bargaining Committee agree that Mr. Teplitsky's mandate will be to assist the parties to achieve agreement on the Small Base Issues, including any consequential issues such as the scope and application of the Jazz collective agreement, the seniority rights of person working at the Small Bases, the rights of persons displaced from the Small Bases, and the disparities in wages, benefits, pensions and other working conditions at the Small Bases;
- (4) Mr. Teplitsky may determine whether it is necessary or desirable to obtain the input of other interested parties (i.e. Air Canada, the CAW Bargaining committee representing Air Canada CSSA's in the Small Bases, and the IAM) in this process;
- (5) Discussions with Mr. Teplitsky will commence no later than 30 days post-ratification in order to secure hearing dates and discuss preliminary issues.
- (6) this process will encompass and conclude all previous awards, MOUs, LOUs, MOAs, LOIs, and any other mediation or arbitration settlements and discussions.

This LOU will take effect upon ratification as part of the renewal collective agreement between Jazz and the **CAW**, and will remain in effect until the Small Base Issues between Jazz and the CAW have been resolved through the mediation/arbitration process.

Entered into this 27th day of August, 2009 in Toronto Ontario

Note: See Martin Teplitsky Award dated January 26th, and January 27th, 2010

LETTER OF INTENT # 1
WOMENS'S ADVOCATE POSITION

The Company and Union agree upon ratification of the tentative agreement to implement the following language on a trial basis for a period of eighteen (18) months to evaluate the effectiveness of this position. At the end of this trial period the parties will meet and discuss the incorporation of this LOI into a formal Letter of Understanding to form part of the Collective Agreement. The Union will provide the Company with information pertaining to the usage of the Women's Advocate position as part of the evaluation.

Recognition - In addition to the current resources as per the Company sponsored EAP and available HR employer supported programs, the parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may **also** need to find out about specialized resources in the community such as counselors or women's shelters to assist them in dealing with these and other issues.

Selection - The *parties* agree to recognize the need for the role of Women's Advocate in the workplace. The Women's Advocate(s) will be selected by the CAW and will be a female Jazz employee. The successful candidate(s) will agree to perform the Women's Advocate position for a minimum twelve (12) month period. The selection will be subject to approval by the Company's HR representative.

Scope – The Women's Advocate(s) will meet with female employees as required, discuss problems with them and refer them to the appropriate agency when necessary. The Company and the Union will develop appropriate communications to inform employees about the role of the Women's Advocate(s) and will communicate contact information.

Training – The Women's Advocate(s) will participate in an initial forty (40) hours training program organized by the CAW and annually a three (3) day training program including travel time. The Company may select a representative to participate in the aforementioned training.

Application – The Company commits to making every reasonable effort to provide the Women's Advocate(s) to access to a confidential phone line in the workplace. Additionally, the Company commits to making every reasonable effort to provide access to a confidential office should an issue arise in the workplace that requires immediate action.

Release – The Company agrees to a maximum of three Women's Advocate positions, preferably to include coverage by region. Consideration for the foregoing will include at least one (1) French speaking advocate for the province of QC to be included in the total number of regional Women Advocate's positions.

The Company agrees to provide the Women's Advocate representatives with a guarantee of eight (8) hours Company paid release time per month. The release will be arranged prior to the first of the month as possible. In addition, the Company will agree to a paid release on an ad hoc basis as required for issues which arise.

The Company agrees to pay for the Women's Advocates travel time, registration costs for training, lodging, transportation, meals, and other reasonable expenses where necessary and subject to management approval.

A LETTER OF AGREEMENT (Interim) "CCAA" - # 1

Between

The Employees in the Customer Service and Aircraft Services Divisions in the service of Jazz Air Inc.

As represented by the

The National Automobile, Aerospace, Transportation and General Workers Union of Canada
(CAW-Canada) and its local 2002, herein known as the "Union"

And

Jazz Air Inc. doing business as Air Canada Jazz, herein known as the "Company"

In the matter of restructuring the Jazz CAW local 2002, CSAJACS, Collective Agreement No.1, subsequent to the Company entering the Companies' Creditors Agreement Act (CCAA)

WHEREAS the parties to this Letter of Agreement recognize that the Company has filed for CCAA and is currently undergoing a restructuring of all costs throughout the organization, and

WHEREAS the parties agree *that this* Letter of Agreement is subject to the jurisdiction of the court whom presides over the Company's CCAA proceedings, and

WHEREAS the parties agree that it is clearly in both *the* Company's and the Union's interests to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely, responsible, and amicable manner, and

WHEREAS the parties agree that this Letter of Agreement is subject to ratification by the Union membership, the Company's Executive and Air Canada Executive, and

THEREFORE, the Company and the Union have agreed to the following:

1. Wage rates in effect as of June 1, 2003 will be reduced by ten (10%) percent for a period of 60 days. Based on the current pay period system in place, the first reduction will appear on the June 25, 2003 pay cheque, and the final reduction will appear on the August 10, 2003 pay cheque.
2. The Memorandum of Understanding (CCAA) will come into effect on August 1, 2003, with the exception of the step on scale wage freeze, which will be effective April 1, 2003 as per the Memorandum.

IN WITNESS WHEREOF, the parties hereto have signed this AGREEMENT this 27 day
of May, 2003.

For Jazz Air Inc.

For the Union (CAW)



Colin L. Copp
Director, Labour Relations



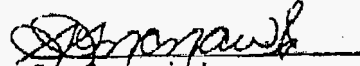
Scott Tapson
Vice President, Operations & Customer Service



Franco Giampa
Director, Airports



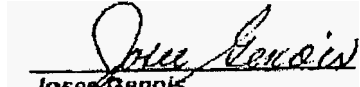
David Honsberger
Manager, Labour Relations



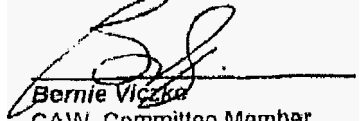
Sue Szczawinska
CAW, National Representative



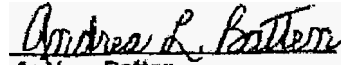
Shirley Anderson
CAW, Committee Chairperson



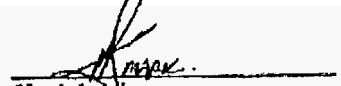
Josee Genois
CAW, Committee Member



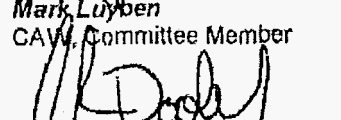
Bernie Viczka
CAW, Committee Member



Andrea Batten
CAW, Committee Member



Mark Luyben
CAW, Committee Member



John Dooley
CAW, Committee Member

MEMORANDUM OF AGREEMENT # 1

BETWEEN

AIR CANADA (the "Company")

AND

JAZZ AIR INC. ("the Company")

AND

CAW CANADA (the "Union")

(Collectively referred to as the "Parties")

WHERE AS, the Parties are desirous of providing seamless customer service at Saskatoon (YXE) and Regina (YQR) to the passengers of both Air Canada and Jazz, the following **terms** have been agreed upon.

1. A list will be established that integrates employees of Air Canada and Jazz according to their bargaining unit seniority for purpose of shift bidding, vacation selection, overtime and time off.
2. Employees of Air Canada will remain employees **of** Air Canada for purposes of wages, benefits, and all other bargaining rights afforded under the Air Canada/CAW collective agreement with the following exceptions:
 - a) Shift Scheduling: Shifts schedules will be developed and implemented in accordance with the relevant provisions of the **Jazz** collective agreement. Bidding of shifts will be in seniority order however the functions of **Jazz** Baggage Services and Operations will be limited to those employees in Jazz.
 - b) Part Time Employees: Will be scheduled twenty (20) hours of work per week. If an employee elects the option of bidding in the Jazz preferential bid system, the following rules apply:
 - in the first (1st) round of shift bidding, part time **AC** employees will build a twenty (20) hour shift in seniority order amongst all part time employees
 - upon completion of the second (2nd) round of shift bidding by Jazz employees, **AC** part time employees may elect to bid on any remaining hours.
 - any remaining hours not selected would then be assigned in reverse order of seniority amongst Jazz and Air Canada employees
 - both Jazz and Air Canada employees will be offered any ad hoc hours in seniority order
3. As a result of efficiencies achieved through intermingling a **SUB** program will be offered to Air Canada employees in both YXE and YQR. A joint application for a SUB program will be submitted by the CAW Union and Jazz HRDC and upon approval, will then be offered equally on a 50/50 basis to surplus employees in Air Canada and Jazz in each location.
4. Vacations: **The** parties at the headquarters level commit to meet to determine a fair and equitable distribution of available vacation slots.

5. **Overtime/Bank Time Off:**The parties at the headquarters level agree to meet and discuss the implementation of an overtime agreement. **As** per the Jazz collective agreement or local agreement
6. As a result of intermingling, there will **be** no reductions of permanent staff in either Air Canada or Jazz, however, should there be a potential **loss** of employment as a result of the introduction of technological change, the parties agree to address the matter prior to the implementation of any potential staff reductions.
7. The parties at the Headquarters level agree to meet promptly to discuss any issues or unforeseen circumstances in the application of this agreement.
8. Neither the Union nor its members will initiate any grievances related to **this** agreement.
9. Implementation of this agreement **will be** jointly determined by all parties.
10. This agreement **is** for a specific and unique situation and as such, will not in any way prejudice the Company's or the Union's rights or **positions(s)** in any other situation including a common employer application.

Dated this 01st day of June 2003

Air Canada

CAW Canada

Memorandum of Agreement
By and Between
Air Canada (AC) / Air Canada Jazz (ACJ)
And
The CAW Local 2002

Pursuant to the April 5, 2005 award relative to the application of Appendix I of the May 23, 2004 Memorandum of Agreement between Air Canada and CAW, the April 4, 2005 Letter of Agreement Concerning Issues Related to the Small Base Closure Case, and the application of the Air Canada and Jazz collective agreements with the CAW, the parties agree as follows:

- 1) Air Canada employees will receive the vacation entitlement as provided for in Article 14 of the Air Canada/CAW Collective Agreement. All other rules regarding vacation will be as per the Jazz/CAW Collective Agreement.
- 2) The application of PTO for Air Canada employees will be in accordance with the June 1, 2003 Memorandum of Agreement between Air Canada and the CAW.
- 3) Air Canada employees currently in the classification of Lead Customer Sales and Service Agent (Lead CSSA) will remain in the Lead classification. All other rules/responsibilities will be as per the Jazz/CAW Collective Agreement.
- 4) Air Canada employees will be governed by Article 10 of the Air Canada/CAW Collective Agreement in the event of a staff reduction.
- 5) In the event of a staff reduction, Air Canada and Jazz employees will only be permitted to displace/bump employees whose lay-off rights reside within the same Collective Agreement. In the event of a staff reduction at one of the bases identified in Appendix I of the May 23, 2004 Memorandum of Agreement between Air Canada and the CAW, employees will be subject to layoff in accordance with their respective Collective Agreements in reverse order of seniority from a combined seniority list.
- 6) The first declared vacancy at each of the bases identified in Appendix I of the May 23, 2004 Memorandum of Agreement between Air Canada and the CAW, irrespective of its status, will be designated as an Air Canada vacancy. Subsequent vacancies will be filled on an alternating basis by status such that for every four vacancies, two will be designated to Air Canada and two to Jazz. Air Canada employees hired after May 23, 2004 will not have access to these bases. For example - at one given base:

** One (1) Full-time and one (1) Part-time vacancies are declared for a June 30, 2005 reporting date:*

1st vacancy goes to Air Canada, i.e. Full-time; 2nd vacancy goes to Jazz, i.e. Part-time.

** One (1) Part-time vacancy is declared for a September 30, 2005 reporting date:*

The Part-time vacancy is designated as an Air Canada vacancy.

** Two (2) Full-time and one (1) Part-time vacancies are declared for a July 10, 2006 reporting date:*

1st vacancy goes to Jazz, i.e. Full-time; 2nd vacancy goes to Air Canada, i.e. Full-time; 3rd vacancy goes to Jazz, i.e. Part-time.

** One (1) Part-time vacancy is declared for a September 30, 2006 reporting date:*

The Part-time vacancy is designated as an Air Canada vacancy.

** One (1) Full-time vacancy is declared for a December 4, 2006 reporting date:*

The vacancy is designated as a Jazz vacancy.

** Two (2) Full-time and one (1) Part-time vacancies are declared for a January 30, 2007 reporting date:*

1st Full-time vacancy is designated as an Air Canada vacancy, i.e. Full-time; 2nd Full-time vacancy is designated as a Jazz vacancy, i.e. Full-time; the 3rd vacancy, i.e. Part-time is designated as a Jazz vacancy.

- 7) Air Canada employees will be governed by the Jazz/CAW Collective Agreement as it relates to Sick Leave, subject to the following:

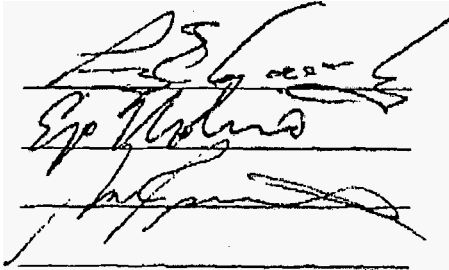
Employees will be entitled to transfer their Air Canada sick leave bank to Jazz up to 200 hours, (i.e. 25 days), subject to such balance being available in their sick bank. These hours will be converted to days on the basis of eight hours per day for the purpose of taking sick leave in accordance with the Jazz/CAW Collective Agreement. Any residual hours will be frozen and remain in the Air Canada sick bank. These hours may only be accessed by the employee if the employee transfers/bumps to an Air Canada base or if the employee does not have sufficient days in their Jazz sick bank to bridge to eligibility for GIDIP, (i.e. the 14 day waiting period).

- 8) Air Canada employees will be governed by Letter of Understanding No. 14 – Reciprocal Transfers and Changes of Status of the Air Canada/CAW Collective Agreement.
- 9) Air Canada employees will be subject to the rules governing the time bank under the Jazz/CAW Collective Agreement except that they may only designate hours from that bank to be bid as vacation to a combined vacation/PTO/time bank maximum of 320 hours in a calendar year
- 10) Jazz will be the employer of record in the grievance/appeal procedure unless the grievance arises under a clause from the Air Canada/CAW Collective Agreement that has residual effect (i.e. lay-off, rate of pay, benefits, etc.).

11) Air Canada employees are not entitled to the allowances provided for in Articles 19.01.04 and 19.01.05 of the Jazz/CAW Collective Agreement.

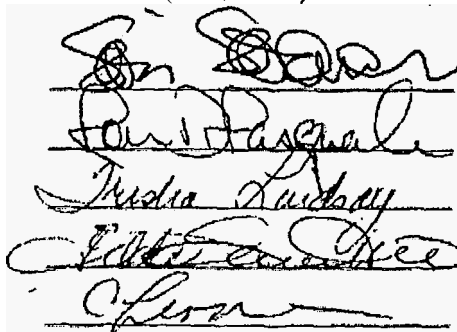
Dated at Toronto, Ontario this 28th day of April 2005.

For Air Canada:



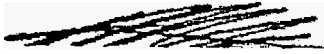
Eric Volans

For CAW (Air Canada):



Tom Pasquale

For Air Canada Jazz:



For CAW (Jazz):



MEMORANDUM OF AGREEMENT
Between
Air Canada, Jazz Air L.P., IMAW, and CAW

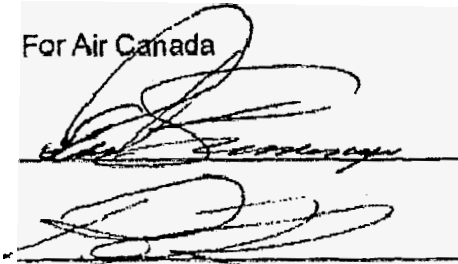
With respect to Regina and Saskatoon the parties agree as follows:

1. **The three current Customer Service Agents represented by the IMAW in Regina, and three of the five in Saskatoon will not be laid off or permanently reassigned to another classification, and will continue to perform the Cargo Service work they currently perform provided Cargo service continues to be provided at these locations.**
2. **The two remaining Customer Service Agents in Saskatoon will be reassigned with pay protection to the position of full time Station Attendant and will provide Customer Service Agent relief for the three permanent Customer Service Agents providing Cargo service in Saskatoon, and will also fill a permanent vacancy created by the departure of any one of the three.**
3. **In the event a layoff of full time Station Attendants results in a staff level that is less than the number that exists after the assignment in Item 2, the Customer Service Agents assigned to the position of Station Attendant will be carried in addition to the remaining complement after the layoff so long as the total does not exceed the staff level provided for after the assignment in Item 2. For example, if the total staff level after the assignment is 7 and three are laid off, the Customer Service Agents will be kept in addition to the remaining 4 for a total of 6.**
4. **Subject to Item 2, as the current Air Canada Customer Service Agents leave the Company, the work they performed will be absorbed into Jazz Customer Service Agent requirements.**
5. **Effective October 1, 2005 the Customer Service Agents employed by Jazz at Regina and Saskatoon and represented by the CAW will perform Baggage Service duties and may assist, as required, to perform Customer Service Agent duties related to Cargo Service.**
6. **The foregoing is agreed on the assumption that Air Canada can fly its metal into Saskatoon and Regina from time to time.**
7. **Neither the CAW nor the IMAW will use this agreement to further any arguments for single employer. and Air Canada and Jazz Air L.P. are parties to this agreement on the basis of this undertaking.**

8. The foregoing is agreed without precedent or prejudice to any other matters arising between the parties.
9. Any issues arising from the implementation and / or interpretation of the foregoing which cannot be resolved by the parties will be referred to Martin Teppltsky who remains seized on matters arising out of this agreement.

Agreed this 22nd day of August

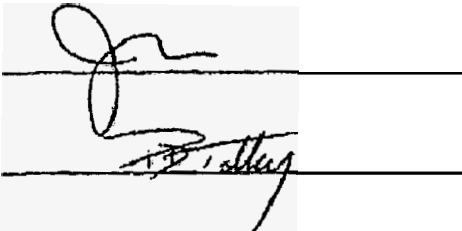
For Air Canada

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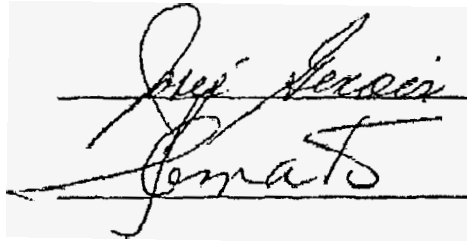
For Jazz Air L.P.

Two handwritten signatures in black ink, one above the other, both written over a horizontal line.

For the IAMAW

Two handwritten signatures in black ink, one above the other, both written over a horizontal line.

For CAW Canada

Two handwritten signatures in black ink, one above the other, both written over a horizontal line.

A Memorandum of Understanding(CCAA) # 1

Between

The Employees in the Customer and Aircraft Services Divisions in the service of Jazz Air Inc.

As represented by the

The National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its local 2002, herein known as the "Union"

And

Jazz Air Inc. doing business as Air Canada Jazz, herein known as the "Company"

In the matter of restructuring the Jazz CAW Collective Agreement No.1, subsequent to the Company entering the Companies' Creditors Agreement Act (CCAA)

WHEREAS the parties to this Memorandum of Understanding recognize that the Company has filed for CCAA and is currently undergoing a restructuring of all costs throughout the organization, and

WHEREAS the parties agree that the provisions and conditions contained within this Memorandum shall be incorporated into the current collective agreement No. 1

WHEREAS the parties agree that this Memorandum is subject to the jurisdiction of the court whom presides over the Company's CCAA proceedings, and

WHEREAS the parties agree that it is clearly in both the Company's and Union's interests to ensure that all issues with respect to the restructuring are dealt with and implemented in a timely, responsible, and amicable manner, and

WHEREAS the parties have agreed to modify the terms and provisions of the Collective Agreement pursuant with this Memorandum of Understanding, and

WHEREAS the parties agree that this Memorandum is subject to ratification by the Union's membership, the Company's Executive and Air Canada Executive, and

THEREFORE, the Company and the Union have agreed to the following:

- 1) The term of the Collective Agreement shall be as per the attached "Letter of Agreement (Duration)".
- 2) The wage scale that was effective June 29th, 2002 will remain in force and effect until July 31, 2006

- 3) New employees hired after July 31, 2003, will be placed on a wage scale equal to ninety (90%) percent of each step on the wage scale which was effective June 29, 2002.
- 4) There will be no progression up the wage scales for a one (1) year period commencing April 1, 2003 and expiring March 31, 2004 inclusive. After this one (1) year freeze on wage steps, employees will be entitled to receive their step increments commencing on the second anniversary of their last increment date. Employees will not receive credit towards a step increase for the one (1) year freeze period.
- 5) Unless otherwise specified, all amendments contained herein will be effective August 1, 2003.
- 6) Articles 5.06.01, 5.06.02, 5.06.03 and 5.06.04 will be suspended from the Collective Agreement.
- 7) Article 7.02, 7.03 and 7.04 will be amended to exclude any reference to double time. In addition, any and all references contained in the collective agreement to overtime being credited at double time (2x) will be removed. Overtime will be credited at one and one-half times (1 1/2x).
- 8) Article 13.01 will be amended by deleting the following... "Employees working under the AirBC-CAW agreement who were receiving Easter Monday (1st statutory holiday) shall continue to receive same."
- 9) Article 13.03 will be amended as follows: An employee, including those that L1.06.02 applies to, whose regularly scheduled day off falls on a holiday will receive credit hours to their time bank equal to their daily scheduled hours to a maximum of eight (8) hours.
- 10) Effective January 1, 2004 Article 15.02.01 will be amended as follows:

<u>Years of Employment</u>	<u>Entitlement</u>
(As of December 31 st in every year	
Less than one (1) year	8 hours for each twenty-six (26) calendar days of service
One (1) year but less than six (6)	80 hours
Six (6) years but less than ten (10)	120 hours
Ten (10) years and over	160 hours

- 11) Article 15.02.02 will be amended such that it will be converted to hours on the basis of eight hours per day. In addition, any and all references to vacation entitlement currently in days / weeks within the collective agreement will be amended to an hourly basis, Vacation must be taken in increments of work cycles. Should an employee not have sufficient vacation hours to cover a work cycle, the hours may be requested from his time bank. Failing hours in the time bank, the employee may request a leave without pay for the required hours.
- 12) Article 19.01.03 will be amended to provide for a \$200 annual credit.

- 13) Article 19.01.04 will be amended to provide a monthly cleaning allowance of \$25 to employees who work any portion of the month in CSA/STOCC classifications.
- 14) Article 19.01.05 shall be amended to provide two payments of \$70 per year.
- 15) Article 19.01.06.01 will be amended to provide 4 sets of work clothes,
- 16) Article 19.03.01 will be amended to provide for a cost sharing arrangement of 50% employee and 50% employer
- 17) Amend Letter of Understanding#1 – Part Time Employees as follows:
- L1.03.03 Notwithstanding Article 6.06.01, employees may elect to accept a second work period in any day following the initial *bid* for core hours.
- L1.03.05 will be amended as follows:
- Ad hoc shifts *will* be covered in the following manner:
- a) The Company shall determine the amount of the shift to cover and shall offer the hours available in order of seniority at straight time hours.
- b) Failing to fill the hours at straight time, the Company *is not* obligated to offer the hours as overtime.
- 18) Amend Article 6.04 .05 as follows: Delete..”In addition, the employee will receive the lunch meal allowance when they work eight 8 hours and an additional lunch meal allowance when the employee works more than 11 hours on overtime.
- 19) Amend Article 19.08.02 as follows:
- 20) In order to avoid overtime all required training will be scheduled by the Company, **all** employees schedules may be changed to accommodate training.
- 21) Letter of Understanding#2 will be terminated.
- 22) Employees in Quebec at YUY, YVO YBG who are responsible for both ramp and cargo duties will continue to perform such duties and will be paid a premium of \$1.00/hour for all time worked commencing on the ratification of this agreement as full and final settlement of **the** outstanding issue.

Appendix ■- Application for Correction to Air Canada Jazz/CAW-Canada Seniority List

Date: _____

TO: **Air Canada Jazz**
C/O Anne Martin
FAX: 905-694-0055
anne.martin@flyjazz.ca

COPY TO: **CAW-Canada Local 2002**
C/O Kerry Turner
Fax: 905-678-0100

I request the following correction(s) to the Air Canada Jazz/CAW-Canada Seniority List dated _____

NAME: _____

CLASSIFICATION: _____ POSITION: _____

EMPLOYEE NO.: _____ BASE/LOCATION: _____

SENIORITY DATE SHOWN: _____

SENIORITY DATE SHOULD BE: _____

OTHER CORRECTIONS: (i.e., Employee No., Name, Base, Classification, Position, Tie Breaker):

FOR HEADQUARTERS USE ONLY

Appendix 2 - TIME BANK WITHDRAWAL

(Article 14)

Name	Employee No.
Classification	Base

Complete **one** of the following sections and submit to your **Supervisor**.

PAY

Note: Requests must be submitted no later than 14 days prior to the pay date on which you wish to receive payment.

Number of hours to be converted to pay - _____

Pay date payment to be made - _____

TIME OFF

Date	Shift Times	OK	Date	Shift Times	OK

The Supervisor will initial in the OK column which date(s) are granted.

Total hours requested - _____ (to be entered by requesting employee)

Total hours granted - _____ (to be entered by Supervisor)

Note: Ensure any unpaid meal periods during the **shift** are deducted from the above hours.

VACATION

Note: **Requests** must be submitted no later than September 15 of the year prior to the year in **which** the vacation is to be taken.

See **Article 14.02** for the conversion formula.

Number of hours to be converted - _____ equals _____ vacation days.

Signature	Date
-----------	------



AIR CANADA JAZZ
FUNDS TRANSFER TO RRSP

Employee Number _____

I, _____ authorize Air Canada Jazz Payroll Department, to deduct from my Banked Hours the total of _____ hours, and the **dollar** value to be transferred to my RRSP.

Verification of Banked Hours- Manager/Timekeeper Signature: _____

The funds are to be deposited to following RRSP Account:

Account Number _____

Held at _____

The full address including postal code is required. Also a contact name if available.

it is the Employees responsibility to ensure they are not going to exceed their allowable contribution limits when doing this transfer. Employees will be responsible for any penalties levied by Canada Customs and Revenue Agency, should they exceed their limit.

SIGNATURE: _____ DATE : _____

FOR MPA PAYCENTRE USE ONLY

PAY PERIOD

CHEQUE DATE

INITIAL

APPENDIX 3 – CURRENT BASES

<u>Station</u>		<u>Station</u>	<u>City</u>
YAM	Sault Ste Marie	YUY	Rouyn
YBG	Bagotville	YVO	Val D'or
YCD	Nanaimo	YVR	Vancouver
YCG	Castlegar	YXC	Cranbrook
YDF	Deer Lake	YXE	Saskatoon
YEG	Edmonton	YXH	Medicine Hat
YHZ	Halifax	YXJ	Fort St. John
YKA	Kamloops	YXS	Prince George
YLW	Kelowna	YXT	Terrace
YMM	Fort McMurray	YXU	London
YPR	Prince Rupert	YYB	North Bay
YQB	Quebec	YYC	Calgary
YQG	Windsor	YYD	Smithers
YQL	Lethbridge	YYF	Penticton
YQR	Regina	YYJ	Victoria
YQU	Grande Prairie	YYR	Goose Bay
YQX	Gander	YYY	Mont- Joli
YQY	Sydney	YYZ	Toronto
YSB	Sudbury	YZP	Sandspit
YTS	Timmins	YZR	Sarnia
YUL	Montreal	YZV	Sept Iles
YTZ	Toronto Island	ZBF	Bathurst

APPENDIX 4 – PART-TIME BENEFITS COVERAGE

Plan Criteria - Effective January 1st, 2007

Plan A+ Over 30 hours*

Plan A+ 25 - 30 hours

Plan A 20 - 24.99 hours

Plan B <> 15 – 19.99 Hours

Plan C <> 8 – 14.99 Hours

Criteria

Based on average hours worked in 12 month period.

New Hires will be slotted into Plan B for the balance of that year and have their work hours prorated at the end of the period to determine which Plan they will slot into for the upcoming year.

***On-Going* Process**

All PT employees will have annual review of hours and if applicable **will** have Plan changed based on the average # of hours worked in the review period. They will stay in that category until the *next* review period.

Plan averages **will be** calculated based on *the number* of employees within the applicable range **on** a yearly basis, and therefore averages may be subject to change.

APPENDIX #5-Shift Trade Form



Shift Trade Form

Date _____

Employee Scheduled to work _____ Signature _____

Employee Covering the Shift _____ Signature _____

Dates & Shifts to be covered _____

“Return the favour”

Employee Scheduled to work _____ Signature _____

Employee Covering the Shift _____ Signature _____

Dates & Shifts to be covered _____

Approved (circle) YES NO Entered on Work Schedule (v) _____

Manager or Senior Lead _____ Date _____

Appendix 6 - LOYALTY BANK WITHDRAWAL

Date Submitted _____

Name	Employee No.
Classification	Base

Complete **one** of the following sections and submit to your Supervisor.

Loyalty Premium Hours Payout (Article 14.04)

Note: Requests **must be** submitted no later than 14 days prior **to** the pay date **on which** you wish to receive payment.

Hours Requested for payment- _____ (100 hours minimum required)

Pay date payment to be made - _____



Loyalty Bank Conversion Declaration Request (Article 5.07.02)

Article 5.07.03 - The employee can only declare to convert their accumulated Loyalty premium hours **to** be credited to their time bank once per year subject to Article 5.07.02. The conversion date is December 31st in each calendar year.

(If the employee does not complete the declaration it is then assumed the employee is requesting the balance to be paid out in January)

➤ I authorize the Company to convert _____ hours from my Loyalty Bank x applicable premium rate (.11-.20) ____ = _____ irate of pay = _____ hours to be credited to my Timebank.

Employee Signature: _____ Date: _____



Supervisor/Employee Signature	Date
----------------------------------	------

Appendix 7 - Adhoc availability

Further to grievance heard by Teplitsky on January 25th, 2008 it is the Company's intention to apply and administer the temporary removal of travel pass benefits to employees who fail to meet 50% availability over a consecutive three month period.

The application of the consecutive three month period will be as defined by the arbitrator, and in the following manner:

- 1) Removal of flight pass privileges is allowed as a consequence of non-availability.
- 2) 3 months is consecutive.
- 3) Base administrators/manager will be required to keep stats on monthly availability (as a percentage) and to permit employees to be able to review their status/calculation of availability.

The current process of calculating three consecutive months will be modified such that it will be done by quarter and each quarter will be distinct (no rollover of months). Employees will first receive a warning first before the temporary removal of passes takes effect.

A quarter will be calculated as:

- 1) Quarter 1 is defined as Jan-Feb-Mar; quarter 2 is April-May-June; quarter 3 is July-Aug-Sept; quarter 4 is Oct-Nov-Dec.

Example:

Employee in January has 8 opportunities accepts 4; in February has 10 opportunities accepts 3; in March has 6 opportunities accepts 3. The percentage calculation each month is 50% (Jan) + 30% (Feb) + 50% (Mar) = 130% / 3 = 43.33%.

As above the employee has not met the requirement under LOU 1, they would be given a warning that their availability would need to improve in the next quarter, which runs April through June. If they still are below at the end of June, their pass privileges are removed for three months. Failure to improve in the period July through Aug. may be subject to progressive measures.

IN THE MATTER OF A MEDIATION/ARBITRATION

BETWEEN:

AIR CANADA

- and -

AIR CANADA JAZZ

- and -

CAW JAZZ

- and -

CAW-CANADA AND ITS LOCAL 2002

MARTIN TEPLITSKY, Q.C.
Mediator/Arbitrator

APPEARANCES:

On behalf of Air Canada: Harlan Clarke
Etienne Cere
Dimitrios Tziortzis
Benoit Parisien

On behalf of Air Canada Jazz: Kirk Newhook
Stephen Bea
Phil Majerla
Wade Wasyleiw

On behalf of CAW Air-Canada: Leslie Dias, President
Sylvia Rothlin
Paul Janssen
Christa Chaplin
Marcel Rondeau
Carlo Levore, National Rep.
Nick Philpott, Grievance Co-ordinator

On behalf of CAW Jazz: Joel Fournier
Shirley Anderson Mio
Bernie Vezko
Andrea Batton
Josee Genois
Janice Mackay

Held January 26, 2010 and January 27, 2010.

This mediation/arbitration concerns three principal areas:

1. The base at St. John's, Nfld
2. The bases in Saskatoon and Regina
3. The other small bases

The issue for St. John's is whether it should continue as a Jazz base or become an Air Canada base. In the latter event, how should Jazz employees be treated?

With respect to Saskatoon and Regina, both of which are operated by Jazz, and in respect of which there are a number of LOU's, the issue is whether it should be bound by whatever determination is made for the other small bases.

In regard to the other small bases, the issue is this: Jazz CAW's position is that all employees should be Jazz employees, Thus, the current intermingling of Jazz and Air Canada employees should be ended. The Air Canada CAW's position is that the status quo should continue without change. Alternately, Air Canada employees in the small bases should be offered VSP's. Air Canada's position is that any solution must be cost neutral. Jazz's submission is that the current problems in small bases because of a mingled work force with different rates of pay, benefits and pension plans should be ended. In essence, it is supportive of the CAW Jazz position.

There are also a number of grievances which relate to small bases and which were adjourned to be dealt with at the end of the mediation/arbitration. I will issue separate awards for these grievances.

St. John's, Nfld.

It seems obvious that St. John's should be operated by Air Canada. All flights into St. John's but one are Air Canada metal. Given this reality, there is no reason why Air Canada should not be permitted to manage the base and terminate Jazz's management. This is not a base closure. Accordingly I so award:

The transition will occur with the pay period closest to the implementation of the summer schedule. This delay will permit Jazz employees to make a more informed choice about whether to become Air Canada employees or to remain as Jazz employees.

Further details are outlined in Appendix "A".

Regina and Saskatoon

I have concluded that the status quo should be maintained in Regina and Saskatoon with one change. The "fence" that is being erected for the other small bases will apply in these bases as well. My reasons for this conclusion will become clear in my discussion of the other small bases.

Other Small Bases

In an ideal world the small bases would have employees who were all Jazz employees. It is never satisfactory for two groups of employees to be working under different pay, benefits, pension and work rules in the same work place. The expectation of the parties in 2005 was that the number of Air Canada employees would have reduced by now to much lower levels than is the case. I had announced as an overarching principle in 2005 that I would not, as far as practicable, cause harm to employees in the small bases. This view continues to inform my approach. Accordingly, were I to require all Air Canada employees in small bases to become Jazz employees, they would each suffer financial loss. Although it might be possible in theory to develop a formula to partially offset such losses, the reality is that there is no money available for such purposes. In any event, compensation in the form of a VSP would be partial only and result in forcing some Air Canada employees to transfer to a mainline base and leave their homes to protect their wages, benefits and pension. I am concerned that such a result is also unfair.

In the result, I have decided with one significant change, to respect the various agreements the parties have made over the years to the extent these remain consistent with a fundamental principle in my original award: namely, that the right of Air Canada employee to bid for vacancies in the small base: ends on May 31, 2009. The added feature which is necessary to accelerate attrition in the small bases is this: A fence will be erected around each small base. It will have an exit, but no entrance. The exit is limited to transfer to mainline bases only and once used, there is no return to a small base,

In essence, other than to move some inconsistencies which arise because of the May 31, 2009 closure on vacancies and to erect a fence, I am requiring the parties to live with the agreements they made over the years and the arbitration awards in the area. In my opinion, it is best to adopt this posture because I am unable at this time to effect a perfect solution. Having adopted this stance, there is no reason not to apply it to Regina and Saskatoon as well.

Further details are found in Appendix "B".

I direct the parties to prepare a letter of understanding for inclusion in the respective Collective Agreements which will include a complete "code" for small bases including Saskatoon and Regina based on the above,

This award will continue in effect until either changed by agreement of the parties or in a further award by me in the event of a material change of circumstances. I remain seized for such purpose.

I also remain seized if any disputes arise with respect to the interpretation, application or administration of the letter of understanding which is to be prepared. I also remain seized, if necessary, to complete the letter of understanding referenced herein.

DATED the 28th day of January, 2010,



MARTIN TEPLITSKY, Q.C.
Mediator/Arbitrator

APPENDIX A

Re: YYT Transition to an Air Canada Station

WHEREAS in accordance with the Letter of Intent dated May 24, 2009 and Arbitrator Teplitsky's award of April 4, 2005, it is agreed that YYT shall be included as a mainline base effective with the pay period closest to the implementation of the Summer 2010 shift bid;

WHEREAS it was agreed that post negotiations, the Parties would outline policies and procedures regarding the transition;

WHEREAS the parties have met on January 26th & 27th 2010 in order to resolve all outstanding Small base issues.

NOW THEREFORE the Parties agree to the following:

1. Jazz employees that are currently at YYT will be given the opportunity to retain employment with Air Canada at YYT, subject to seniority;
2. YYT Jazz employees' seniority shall be integrated into the current Air Canada seniority list based on their current Jazz seniority;
3. YYT Jazz employees' wage rates shall be adjusted to reflect current Air Canada pay rates. The new pay rates shall be adjusted to the Air Canada rate that is closest to their current Jazz rate, but not lower;
4. The date of transition shall be used for the purpose of YYT Jazz employees' pay progression;
5. YYT Jazz employees' company Service Date with Jazz shall be used as an Air Canada Service Date for the purpose of Vacation Entitlement and personal pass travel priority;
6. YYT Jazz employees will carry over their sick leave bank for the purpose of bargaining to GDIP;
7. YYT Jazz employees shall enter the Air Canada registered pension plan effective the first day of the month following transition. For clarity, no Jazz service whatsoever shall be deemed as Air Canada pensionable service;
8. YYT Jazz employees not electing to retain employment as an Air Canada employee at YYT shall have the option of exercising their right to displace another Jazz employee in accordance with the Jazz Collective Agreement;

9. **YYT Jazz employees electing the option outlined in point 8 shall have access to a paid move not to exceed the equivalent of \$1000 per year of service. Alternatively, the employee may elect to commute and receive a commuting allowance up to a maximum of \$7500 with no time limit to exhaust the said allowance;**
10. **Notwithstanding point 9; the maximum pool available for all moves and commuting allowance covered above is \$70,000.00. Should this amount not be used in full, the balance will default to \$0;**
11. **YYT Jazz employees who have used their Time Bank in order to purchase additional 2010 vacation will carry said vacation to Air Canada. Any residual hours in the Time Bank will be paid out by Jazz;**
12. **YYT Jazz employees shall receive, prior to their transition, all amounts owed to them in relation with the newly negotiated retroactive wage increases. Amounts owed will include any vacation top-up payments earned in 2009 as a Jazz employee;**
13. **Understanding that the YYT Jazz employees have already bid their 2010 vacation according to the Jazz rules, these employees shall be excluded from participating in the 2010 Air Canada Vacation purchase Program (VPP). Air Canada employees working in YYT who have filed an application for VPP will be reviewed and approved in accordance with the application of the Air Canada Collective Agreement;**
14. **In St. John's, the total number of part-time employees as of the date of transition shall be considered the allowable part-time cap for 2010 and 2011. Should this number be greater than the December 31st 2009 and December 31st 2010 calculation, the number will be reduced through natural attrition. No Full-Time employee shall be subject to layoff in St. John's while the Part-Time headcount exceeds the calculated cap. This arrangement will be in effect until the end of 2011;**
15. **With the exception of the provision contained hereinbefore, YYT Jazz employees accepting employment at Air Canada shall be treated as new hires;**
16. **Other than to enforce the terms and conditions of this Memorandum of Understanding, the foregoing is without precedent and without prejudice to any matter arising between the Parties or any other position that the Parties may take in the future. The Union agrees that it will not initiate any proceeding with any grievance, arbitration or other proceeding before any tribunal in relation to the events that give rise to this issue.**

APPENDIX "B"

Memorandum of Agreement

Between:

Air Canada

&

Jazz Air L.P.

&

Cawlocal 2002

Whereas Customer Sales and Service Agents (CSSA), employed by Air Canada and are represented by the CAW Air Canada Bargaining Committee, work in the "Small Bases" managed by Jazz, namely: St. John's (YJT), Moncton (YQM), St. John Airport (YSJ), Charlottetown (YYS), Quebec City (YQB), Thunder Bay (YQT), Whitehorse (YXY) and are represented by the CAW Air Canada Bargaining Committee;

Whereas the working conditions of the above mentioned Air Canada employees working in "Small Bases" are currently governed by:

The May 23rd 2004 Letter of Understanding NO 26: Cost Cutting Measures – Smaller Bases published within the Collective Agreement between Air Canada and those employees in the service of Air Canada as represented by the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada);

The April 4th 2005 award rendered by the Chief Arbitrator Martin Teplitsky in the matter of mediation/arbitration concerning Appendix I – Cost Cutting measures – Smaller Bases to the May 23, 2004 Memorandum of Agreement;

The April 4th 2005 Letter of Agreement Concerning Issues Related to the Small Base Closure Case Referred to Arbitrator Teplitsky and Arbitrator Teplitsky's April 4, 2005 Award;

The April 28th 2005 Memorandum of Agreement By and Between Air Canada (AC) / Air Canada Jazz (ACJ) and The CAW Local 2002;

The May 2nd 2005 award rendered by the Chief Arbitrator Martin Tepitsky in *the matter of Implementation Issues (Small Bases)*;

The July 31st 2006 Phase in Process for Small Bases;

Whereas Customer Sales and Service Agents (CSSA) employed by Air Canada work at Saskatoon (YXE) and Regina (YQR), and are managed by Jazz and represented by the CAW Air Canada Bargaining Committee;

Whereas the working conditions of the above mentioned Air Canada employees working in Saskatoon and Regina are currently governed by:

The June 1st 2003 Memorandum of Understanding NO. 10 – Saskatoon and Regina published within the Collective Agreement between Air Canada and those employees in the service of Air Canada as represented by the National Automobile Aerospace, Transportation and General Workers Union of Canada (CAW-Canada);

The April 4th 2005 award rendered by the Chief Arbitrator Martin Tepitsky in *the matter of mediation/arbitration concerning Appendix I – Cost Cutting measures – Smaller Bases to the May 23, 2004 Memorandum of Agreement*;

The April 4th 2005 Letter of Agreement Concerning Issues Related to the Small Base Closure Case Referred to Arbitrator Tepitsky and Arbitrator Tepitsky's April 4, 2005 Award;

The April 28th 2005 Memorandum of Agreement By and Between Air Canada (AC) / Air Canada Jazz (ACJ) and The CAW Local 2002;

The May 2nd 2005 award rendered by the Chief Arbitrator Martin Tepitsky in *the matter of Implementation Issues (Small Bases)*;

The July 31st 2006 Phase in Process for Small Bases;

Whereas Air Canada and the CAW local 2002 negotiated a Letter of Intent ratified June 1st 2009 outlining the transition of St. Johns (YYT) to be managed by Air Canada and to amend the language of LOU 26;

Whereas Jan. Air L.P. and the CAW local 2002 negotiated a Letter of Understanding dated August 27th 2009 mandating Mr. Martin Tepeltsky Q.C. to assist the parties to achieve agreement on the Small Bases Issues, including but not limited to, the application of the Jazz Collective Agreement, the scope of the seniority list for employees working within the Small Bases, the effect of the arrangements at the Small Bases on the size of the Jazz bargaining unit, the equality of treatment for all employees (Jazz & Air Canada) working at the Small Bases and the validity of the Letter of Intent signed between Air Canada and the CAW local 2002;

Whereas the parties have met on January 26th & 27th 2010 in order to resolve all outstanding issues;

Whereas the parties have agreed that this Memorandum will amend aforementioned Letters of Understanding, Memoranda of Agreement, Arbitration Awards and any other related documents pertaining to the administration of Small Bases and other Jazz managed bases as outlined herein;

Whereas the Parties have agreed to the following:

General Provisions

- [1] St. Johns will transition to Air Canada as contemplated in the Letter of Intent signed by Air Canada and the CAW local 2002. The details of this transition are outlined in Appendix A;
- [2] Saskatoon and Regina are to remain status quo with respect to working conditions applicable. However paragraphs [5], [6], [7], [8], [9], [11], [12], [13] & [14] of this Memorandum will equally apply to these bases;
- [3] All Air Canada employees working in the Small Bases will follow the terms and conditions of the Jazz Collective Agreement with the exception of:
 - Wages;
 - Benefits;
 - Pension;
 - Vacation Entitlement.

And any provisions of the awards and agreements referenced above that are not inconsistent with the specific provisions herein;

- [4] For the purpose of the calculation of wages as it relates to all premiums and overtime the Jazz Collective Agreement will apply equally to Jazz and Air Canada employees and will be based on the Jazz wage rates excluding loyalty premiums.

vacancies

- [5] All current and future permanent vacancies in a Small Base will be considered a "Jazz Vacancy" and will be filled in accordance with the Jazz Collective Agreement, therefore excluding any Air Canada employees;
- [6] All current and future temporary vacancies in a Small Base will be filled in accordance with the Jazz Collective Agreement; the local process as outlined in article 12.09.02 and 12.09.03 shall not exclude an Air Canada employee working in that particular Small Base. However, in Saskatoon and Regina, Air Canada temporary vacancies will be filled by Air Canada employees and Jazz temporary vacancies will be filled by Jazz employees;

[7] Air Canada employees working in a Small Base will have access to Lead, Senior Lead and back-up Senior Lead vacancies on a local basis only;

[8] Air Canada's Retirement Phase-In provisions will still be applicable to Air Canada employees working in Small Bases. However Retirement Phase-In at a Small Base will only be actioned through the Jazz local reciprocal exchange process (base status exchange). Furthermore, the *Phase In Process for Small bases* dated July 31st 2006 will be amended as follows:

- 1- *Vacancy* – DELETED
- 2- *Reciprocal* – *Phase-in*

A reciprocal transfer can allow for a phase-In to occur. In this process, if there is a match for the phase-In (part-time status) request, the eligible full-time and part-time employees will change status

Given that the reciprocal process does not change the staffing numbers at a location, the reciprocal process will first determine if there is a match among the Air Canada requests.

The next step amending the current process, will only be applicable to the small bases, will be to determine if there are any matches among the Jazz employees.

If there is a match between a full-time status request from Jazz and a part-time request from Air Canada, the reciprocal will be processed.

Any alleged abuse of phase-In provisions can be grieved with notice to the other bargaining unit.

[9] Notwithstanding provision B of the April 28th 2005 MOA (Reciprocal Transfers), Small Base Air Canada employees will be permitted to exercise reciprocal exchanges within their current base only. Such reciprocal exchanges will be permitted between Jazz and Air Canada employees within the base;

Layoff, Bumping, Recall & Transfer Rights

[10] Layoff initiated in a Small Base will be done by reverse order of seniority, within a given status, for all employees (Air Canada and Jazz) at that base. An Air Canada employee laid-off in a Small base will have bumping rights, in accordance with seniority, to Air Canada mainline bases and will have the right to bump a more junior employee (Jazz or Air Canada) in the base. For clarity, such an Air Canada employee will not have the ability to bump into another Small Base;

[11] Air Canada employees laid-off from a mainline base shall not have the ability to bump into a Small Base, Jazz employees bumping into a small base can only bump a Jazz employee;

[12] Air Canada employees shall not retain or acquire any recall rights to a Small base;

[13] Air Canada employees working at a mainline base shall not have the ability to transfer into a Small Base;

[14] Air Canada employees working in a Small Base may transfer into any Jazz station only if they sever their employment with Air Canada and become a Jazz new hire;

Vacation

- [15] Air Canada employees will be subject to the rules governing the time bank under the Jazz Collective Agreement except that they may only designate hours from that bank to be bid as vacation to a combined vacation/time bank maximum of 320 hours in a calendar year;
- [16] Air Canada employees working in a small base shall have access to the Time Bank clearance for additional vacation as outlined in the Jazz Collective Agreement. For clarity, the Vacation Purchase program (VPP) as outlined in the Air Canada Collective Agreement will not be available for these employees;


Transition provisions

- [17] Air Canada employees currently working in the Small Bases may at any time exercise their transfer rights according to the Air Canada Collective in order to relocate in a mainline base. However, there shall be no severance option available to these employees;
- [18] Air Canada employees working in a Small Base that decide to transfer to a mainline Air Canada base;
- Will have their sick time entitlement adjusted to reflect the Air Canada maximum entitlement of six (6) sick days;
 - Will be allowed to transfer up to 80 hours of their Jazz Time Bank upon their transfer inwards Air Canada. Any residual hours shall be paid out by Jazz prior to the transfer of the employees;

Final provisions

- [19] Mr. Martin Tepitsky Q.C remains seized of this matter for all matters of interpretation;
- [20] This award continues until changed by mutual agreement of the parties or further award of Mr. Martin Tepitsky Q.C in the event of material change of circumstance;

Dated January 27th 2009,



Martin Tepitsky, Q.C.
Arbitrator

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