

# COLLECTIVE AGREEMENT

Between



and the

**Canadian Airline Dispatchers  
Association  
CALDA**

1334501

**FLIGHT DISPATCHERS**

**Term of Agreement:**

**August 1<sup>st</sup>, 2001- July 31<sup>st</sup>, 2004**



AGREEMENT BETWEEN FIRST AIR AND THE  
CANADIAN AIRLINE DISPATCHERS ASSOCIATION (CALDA)

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**PREAMBLE**

The parties to this Agreement are First Air, hereinafter known as the "Company" and the Canadian Airline Dispatchers' Association, hereinafter known as the "Association".

The parties recognize the purpose of this Agreement is to establish the rules of employment for the employees covered by this Agreement. Compliance with the terms of this Agreement and development of a spirit of cooperation are the mutual interests of both parties. It is recognized that this commitment is essential to the safe, reliable, profitable and efficient operation of the Company and continuation of employment under reasonable and harmonious working conditions.

**ARTICLE 1 - RECOGNITION**

- 1.01** The Company recognizes the Association as the sole bargaining agent for employees covered under the Canada Industrial Relations Board (CIRB) certification order.
- 1.02** Except as otherwise stated herein, this Agreement shall not cover management.
- 1.03** All references to "employee" shall mean all those employees covered by this Collective Agreement.
- 1.04** The third person masculine gender when used throughout this Agreement shall be understood to mean the third person masculine and feminine gender.
- 1.05** Should any part or provision of this Collective Agreement be rendered invalid by reason of a change to legislation, such shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 1.06** The **First Air** Human Resources Manual or any other directive issued by the Company will address issues that are not specifically addressed herein.

**ARTICLE 2 – MANAGEMENT RIGHTS**

- 2.01 The Association recognizes that it is the exclusive right of the Company to manage, direct and administer its business and employee work force, including, but not limited to, the right to hire, suspend or discharge, terminate, transfer, promote, demote, or lay off. All the functions, rights, powers and authority which the Company has not specifically abridged or modified by this Agreement are retained by the Company.
- 2.02 The Company maintains the right to retain a maximum of one (1) Manager, Flight Dispatch and a maximum of one (1) Chief Dispatcher. Each of these persons may be qualified as both a Flight Dispatcher and a Check Dispatcher.

**ARTICLE 3 - DEFINITIONS**

- 3.01 "Agreement" means the Collective Agreement, Letters of Understanding, Annexes and Appendices negotiated between the Company and the Association including amendments thereto or interpretations thereof and agreed upon and covered by letters or written amendments signed by the Association and the Company.
- 3.02 "CALDA Seniority" shall mean the continuous length of service in the Dispatch position, beginning with the date of hire within the First Air Dispatch Department.
- 3.03 A "Calendar Week" is the period between midnight on Saturday and midnight on the immediately following Saturday.
- 3.04 "Certificate" shall mean the Canadian Aviation Document held by a qualified Flight Dispatcher in accordance with the Canadian Aviation Regulations.
- 3.05 "Company Seniority" shall mean the continuous length of service as a permanent employee of the Company, beginning with the most recent date of hire with First Air.
- 3.06 "Dispatcher in Training" shall mean an employee who has been hired by the Company and is regularly assigned to the dispatch office while undergoing training to become a qualified Flight Dispatcher. A Dispatcher in Training shall not be considered qualified to exercise operational control.
- 3.07 "Flight" shall mean any aircraft whose intended movement is positively recognized by a specific flight identifier (e.g., flight number, aircraft registration, etc.).
- 3.08 "Flight Dispatcher" shall mean a qualified employee who is regularly assigned the responsibility of exercising operational control over Company flights, in accordance with the Flight Operations Manual, the Canadian Aviation Regulations and the Flight Dispatch Standard Operating Procedures Manual.
- 3.09 "Grievance" shall mean any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 3.10 "Modified Work Schedules" includes such schemes as compressed workweeks and flexible hours of work. For Example, employees scheduled to work ten (10) hours per day, four (4) days a week can be said to be on a modified work schedule.
- 3.11 "Night Shift" is a shift which is scheduled to extend through 00:00 Local Time.
- 3.12 "On-the-Job Training" shall mean the training and monitoring of a Flight Dispatcher in Training under the direct supervision of a qualified Flight Dispatcher. Performing competency checks does not constitute On-the- Job-Training.
- 3.13 "On-the-Job-Training Dispatcher" shall mean any qualified Flight Dispatcher who has been awarded the position by the Company to perform on-the-job training of a Flight Dispatcher in Training, in accordance with the procedures outlined in the Flight Dispatch Standard Operating Procedures Manual.

- 3.14** "Pay Period" shall mean fourteen (14) consecutive days, Saturday through Friday.
- 3.15** A "Shift Block" shall mean any series of consecutive scheduled days of work regardless of the number of days scheduled.
- 3.16** "Sick Leave" means a period of one (1) or more days or parts thereof during which an employee was scheduled to work and was unable to report for duty due to illness or Injury.
- 3.17** "Week" shall be defined as any consecutive seven (7) day period.
- 3.18** "Work Cycle" shall mean the scheduled number of days it takes to complete one rotation of the schedule. For Example, if it takes fourteen (14) days for each employee to rotate through it, without repeating it, the cycle would be a fourteen (14) day cycle.
- 3.19** "Work Schedule" shall be the table of qualified employees with assignments of hours and days of work.

**ARTICLE 4 – RATES OF PAY**

**4.01 CALDA Pay Levels:**

	GAFAE agreement (Term of agreement : August 1, 1999-July 31st, 2001)	As of August 1, 2001	As of August 1, 2002	As of August 1, 2003
Level 1	\$16.07 per hour	\$17.03 per hour	\$17.89 per hour	\$18.43 per hour
Level 2	\$17.42 per hour	\$18.47 per hour	\$19.39 per hour	\$19.97 per hour
Level 3	\$18.50 per hour	\$19.61 per hour	\$20.59 per hour	\$21.21 per hour
Level 4	\$19.69 per hour	\$20.87 per hour	\$21.91 per hour	\$22.57 per hour
Level 5	\$20.78 per hour	\$22.03 per hour	\$23.13 per hour	\$23.82 per hour
Level 6	\$21.80 per hour	\$23.11 per hour	\$24.26 per hour	\$24.99 per hour

**4.02** Dispatchers in Training will begin at Level 1. Once the employee has become a qualified Flight Dispatcher he shall move to Level 3 of the pay scale. If, after twelve (12) months at Level 1, the Dispatcher in Training has not received his Certificate, he shall move up to Level 2. An employee cannot progress to Level 3 until he has become a qualified Flight Dispatcher.

**4.03** Employees whose departmental start date is on or before August 1<sup>st</sup>, 2001, will receive a level increase as at August 1<sup>st</sup> of each year.

**4.04** Employees whose departmental start date is after August 1<sup>st</sup>, 2001 will receive a level increase on the first of the month following their anniversary date of becoming a Certified Flight Dispatcher.

**4.05** New employees may, at the discretion of the Company, begin at a higher rate of pay. The probationary period as established in accordance with Article 10 shall apply.

**4.06** Any Flight Dispatcher who is scheduled to perform on-the-job training shall receive, in addition to their regular pay, a shift premium of thirty-five dollars (\$35.00) for the shift which he performs the training.

**4.07** Any Flight Dispatcher who is awarded the position by the Company to perform competency checks as a Check Dispatcher shall receive, in addition to their regular pay, a shift premium of sixty dollars (\$60.00) for the shift which he performs the competency check.

**4.08** When a Flight Dispatcher is scheduled more than eight (8) night shifts within a calendar month, he will be paid an additional forty dollars (\$40) for each night shift worked beyond eight (8) shifts.

**4.09** The shift premiums paid in 4.06, 4.07 and 4.08 are not subject to overtime rates.

**4.10** The Company will pay salaries by bi-weekly direct deposits. With each wage payment an employee will be provided with an itemized statement of their salary, overtime, and other supplementary pay and deductions in a sealed envelope.



**ARTICLE 5 – HOURS OF WORK**

- 5.01 The Association and First Air recognize that the Company is a 24 hour, 7 day a week, continuous operation and that operational demands placed on the Company require that scheduling of employees meet those demands.
- 5.02 The Company and the Association shall confer to determine the work force requirements as they refer to **CARs 725.20** requiring adequate coverage of workload. It is important that both parties recognize the obligation to work out the most acceptable arrangement to cover the work requirement and to ensure that every effort is made to arrive at a mutually satisfactory solution.
- 5.03 A full year, tentative Work Schedule shall be posted prior to October 1<sup>st</sup> of each year to allow bidding of vacation to take place.
- 5.04 Management will produce and publish schedules. The Scheduling Committee, comprised of Management and Association Representatives, shall review the Company's schedule and may produce an alternate schedule. If Management deems this alternate work schedule acceptable, it shall be published in accordance with the specified time provisions,
- 5.05 The official Work Schedule is to be published two (2) Weeks before the beginning of the next month.
- 5.06 If a change to the official Work Schedule is made, which affects the employee's hours or days of work without seven (7) days notice, the employee(s) affected by the change shall receive forty dollars (\$40.00).
- 5.07 The standard workweek shall be forty (40) hours and the standard working day shall be eight and one-half (8.5) hours inclusive of a ½ hour unpaid lunch break. Where the Company requests an employee to work through their lunch, the employee will receive ½ hour pay for the ½ hour worked. For example: an employee who is scheduled to work from 09:00 until 17:30 will normally be paid 8 hours for the shift and would be able to take a ½ hour unpaid lunch. If that employee is unable to take the ½ hour unpaid lunch, he would be entitled to be paid 8.5 hours for his day worked and clause 8.02 shall apply.
- 5.08 In a standard working day, the meal period shall occur during the 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> hour after commencement of a shift.
- 5.09 A modified Work Schedule will be acceptable as long as all provisions under the *Canada Labour Code* are adhered to, and both parties agree to the modification.
- 5.10 **Shift Trades**
- (a) Employee requested shift trades between two employees are permitted with the concurrence of Management. Under no circumstances will shift trades result in additional costs to the Company. Once the shift trade has been signed by both employees and approved by Management, it becomes an official amendment to the posted Work Schedule. Employees hold full responsibility for their shift until such time as a shift trade is signed and approved. This responsibility is then passed on to the employee accepting the shift trade. For further clarification, Article 8 (overtime) will not apply as a result of shift trades.

- (b) Shift trades must be indicated on the pay sheets.

- (c) Shift trades must be completed within the overtime calculation period.
- (d) Each employee involved in the shift trade shall assume the hours of work of the employee he replaces but shall continue to receive his own regular rate of pay.
- 5.11 Employees shall be equitably rotated through day, evening and night shifts, unless agreed to otherwise by Management and the Association.
- 5.12 There shall be a minimum of ten (10) hours off between regularly scheduled shifts unless agreed to otherwise by Management and the Association. There shall be a minimum of ten (10) hours off after a familiarization flight or training before the next regularly scheduled shift.
- 5.13 There shall be no split shifts. "Split shifts" refer to time worked in one day that is essentially divided into two distinct and separate shifts.
- 5.14 Proper training on the completion of time sheets will be provided and outlined within the Flight Dispatch Standard Operating Procedures Manual. Any changes made to completed time sheets will be discussed with the employee prior to submission to payroll.
- 5.15 Any training, familiarization flights, and/or other duties are to be incorporated into the official Work Schedule.
- 5.16 All required familiarization flights shall be on Company time and Company expense. For each day away, the employee will be paid the greater of:
  - (a) The hours commencing one (1) hour prior to departure for crew briefings, and ending fifteen (15) minutes after arrival for debriefing, or
  - (b) The employee's regular hours of work in a day. If (b) is selected, employees may be required to fulfill other tasks as directed by Management in order to fill the time.
- 5.17 Time at Company requested meetings are considered work time. Employees will be compensated a minimum of three (3) hours pay to attend a meeting on their time off.
- 5.18 No Flight Dispatcher shall be required to be on call.
- 5.19 When a Flight Dispatcher is required to be displaced by either the Manager, Flight Dispatch, or the Chief Dispatcher, the displaced Flight Dispatcher and the Association shall be advised in writing, no less than forty-eight (48) hours prior to the commencement of the affected shift, of the date, time and reason for the displacement. The initial Flight Dispatcher will have, at his option, the right to further displace the most junior Flight Dispatcher on shift. The Flight Dispatcher so displaced shall, for the duration of the displacement, perform other Flight Dispatch related duties as directed by Management.
- 5.20 No Flight Dispatcher shall be monetarily disadvantaged as a result of clause 5.19.
- 5.21 A displaced Flight Dispatcher may not be rescheduled to another shift start time as a result of the displacement process.

5.22 In the case where surplus Flight Dispatchers have been scheduled to work, each Flight Dispatcher shall receive his regular scheduled hours of work for that day.

**ARTICLE 6 - VACATION**

6.01 Annual vacation entitlement for full time employees is based on Company Seniority in accordance with the following schedule:

Up to 10 years continuous service	120 hours annually	6%
11 to 15 years continuous service	160 hours annually	8%
greater than 15 years continuous service	200 hours annually	10%

6.02 In their first year of hire, employees will accrue vacation at the rate of ten (10) hours per month from their date of hire. In the first year of hire, employees are encouraged to take their vacation in that current Calendar Year. If the employee is unable to take the amount accrued in the first year of employment, they can carry it over to the second Calendar Year.

6.03 Should an employee's employment with the Company terminate, the Company shall recover an amount equivalent to unearned vacation leave taken by the employee. This amount shall be deducted from any monies owed to the employee.

6.04 In a year in which an employee qualifies for increased vacation entitlement, such increased entitlement shall be earned by the Employee commencing on the employee's anniversary date.

6.05 Vacation pay on overtime will be paid on the paycheque which pays the overtime.

6.06 The vacation year is defined as January 1st to December 31st.

6.07 Vacation pay will be based upon those hours which the employee was scheduled to work during the vacation period.

**6.08 Vacation Bidding**

(a) The Company shall post each employee's accumulated annual vacation and entitlement by October 1st of each year for vacation bidding purposes.

(b) The Company will establish the number of vacation blocks which an employee is able to bid based upon the proposed Work Cycle.

(c) A vacation block will coincide with the Work Cycle and the number of days that are necessary to run through the entire Work Cycle.

(d) It is recognized that it may be necessary to place restrictions on vacation periods, either due to Company requirements or numbers applying for the same periods. In the case where restrictions are necessary, management will make known each restriction and the reasons.

(e) Vacation bids will be awarded in order of CALDA seniority.

(f) A Flight Dispatcher who is short less than twenty (20) hours to complete a vacation block may transfer hours from their overtime bank in order to complete a vacation block.

(g) Vacation blocks will be awarded before individual days of vacation may be awarded.

(h) Management will award all vacation by December 15<sup>th</sup>.

- (i) After all vacation has been awarded and an employee has excess vacation, management may assign additional vacation.
- 6.09 Employees who expect to be absent during the vacation bidding process may advise the Company in advance and in writing as to their selection of vacation dates and, if applicable, the preferences they wish to exercise for each block.
- 6.10 Employees who fail to designate their choice of vacation as per the bidding process shall meet with the Manager, Flight Dispatch to schedule his vacation at a mutually agreeable time only after all other employees have made their selection.
- 6.11 Where an employee has been given a minimum of one (1) month notice, the Company may alter his vacation in order to satisfy operational requirements. Where an employee's vacation period has been altered, it shall be rescheduled at a mutually agreeable time, inclusive of carrying it over to the following year. Where the Company has cancelled the employee's vacation, the Company shall reimburse all non-refundable out of pocket costs incurred. Receipts shall be required.
- 6.12 Under extenuating circumstances, and with Management's approval, the employee may cancel his vacation. This will only be done if there is an alternate time available for the same amount of time in the same calendar year as the vacation was originally scheduled. In the case where there is no available time left in the current year, Management may authorize it to be carried over to the following year.
- 6.13 :Vacation may only be carried over from year to year if pre-approved by Management. Where an employee wishes to carry over vacation, the request shall be made at vacation bid times.
- 6.14 :Employees may only carry over a maximum of forty (40) hours to the following calendar year.

**ARTICLE 7 – STATUTORY HOLIDAYS**

**7.01** The following nine (9) days shall be deemed to be statutory holidays within the meaning of this Article:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day  
Applicable Provincial Civic Holiday

**7.02** For the purpose of providing time off in lieu of the above Statutory Holidays, employees will be given credit for the nine statutory holidays and these hours will be added to their vacation bank. The credit will be based on the regular scheduled hours of work. If the schedule changes, the credit will be adjusted accordingly.

**7.03** Employees will include these statutory holiday hours in their vacation allotment for the purposes of bidding.

**7.04** While statutory holiday credit is provided at the commencement of the calendar year, it must be earned by the Employee throughout the calendar year. Should an employee's employment with the Company terminate, the Company shall recover an amount equivalent to unearned statutory holiday time taken by the employee. This amount shall be deducted from any monies owed to the employee.

**7.05** Employees who are hired by the Company during the calendar year will be entitled to statutory holidays at a rate of one (1) day for each of the statutory holidays which occur during the balance of the year starting thirty (30) days following the date the employee commences employment.

**7.06** In the first year of hire, employees are encouraged to take the statutory holiday allotment in that current calendar year. If the employee is unable to take that amount accrued in the first year of employment, they can carry it over to the second calendar year.

**ARTICLE 8 - OVERTIME**

- 8.01** Management must authorize all work beyond regularly scheduled hours.
- 8.02** Hours worked by an employee in excess of the standard hours will be paid at time and one half **(1.5)**. Overtime in a modified schedule will be paid as per the modified work schedule arrangement defined in the applicable Letter of Understanding.
- 8.03** Overtime will be offered to the most senior Flight Dispatcher on the CALDA Seniority list with the least amount of credited overtime. In the case of shift extension, this method will be used to select which of the Flight Dispatchers currently on shift will be given the overtime. Changes to this methodology may be made if agreed to by Management and the Association.
- 8.04** In unforeseen situations which call for immediate action and which could not predicted nor planned for, employees may be required to work overtime. This will be done in reverse order of seniority.
- 8.05** Employees on vacation **will** not be contacted, unless they notify Management in writing prior to starting their vacation of their availability during the vacation period. These employees will be contacted only after all other options to cover the overtime have been exhausted.
- 8.06** Where meals cannot be provided by other means, a meal allowance of ten (\$10) dollars will be provided to employees who work two (2) hours or more beyond the end of a regularly scheduled shift. For each four (4) hour consecutive period thereafter, and where meals cannot be provided by other means, he will be entitled to an additional meal allowance of ten (\$10) dollars. Expense claims must be submitted.
- 8.07** Employees required to work overtime under article 8.04 that begins or ends within the ten (10) hour rest period, may choose:
- (a) to report for their next shift as scheduled and be paid the overtime rate for hours falling within the ten (10) hour rest period; or
  - (b) to report for duty after the ten (10) hour rest period with no **loss** in pay for the regular shift. The Company may require the Employee to fulfill the total number of hours scheduled for that day. The Employee will be paid overtime rates for the hours falling outside their scheduled shift.
- 8.08** Overtime will be computed and paid on the following pay period.
- 8.09** The Company shall establish an hourly overtime bank for the purpose of accumulating earned overtime. Employees may choose to bank their overtime using this method.
- 8.10** With written notice to payroll, employees may transfer money from their hourly overtime bank into a Group RRSP. Such transfer must coincide with the employee's regular pay day. Such transfers shall be made pursuant to the requirements of the applicable Group RRSP and the *Income Tax Act*.
- 8.11** It is Management's responsibility and discretion to ensure that shift coverage is sufficient.

**ARTICLE 9 - SENIORITY**

9.01 The Association shall provide the Company with a CALDA Seniority list containing all CALDA members within the scope of this Agreement, within ninety (90) days of ratification. The Company shall post the list and employees shall have thirty (30) days from the date of the posted list to dispute their seniority. Employees on Sick Leave or vacation will have thirty (30) days after their return to work to protest the seniority list.

The seniority list will show for each employee listed therein:

Seniority Rank (Number)

Name

CALDA Seniority Date

Company Seniority Date

9.02 The Company shall post a revised seniority list no later than September 1<sup>st</sup> of each year.

9.03 CALDA Seniority shall commence on the date of permanent hire into the First Air Flight Dispatch Department. If two (2) or more employees are hired on the same date, relative seniority shall be determined through drawing of lots, unless one such employee has previous Company service which shall entitle such employee to a higher ranking on the list.

9.04 CALDA Seniority shall govern employees' retention of employment in the event of reduction in staff, their recall rights, the assignment of overtime and the bidding of vacation.

9.05 When an employee named on the CALDA Seniority list is awarded a Company position outside this Agreement, he shall retain and continue to accrue CALDA Seniority for a period of one (1) year from the date of transfer. If such member in good standing with the Association returns to active dispatch duties within one (1) year from the date of transfer, he shall be permitted to assume his former CALDA Seniority position. If such employee does not return to his former position within one (1) year from the date of transfer, his name will be removed from the CALDA Seniority list.

9.06 An employee covered under this Agreement shall lose all seniority if he resigns from the Company, is discharged for cause, or forfeits seniority pursuant to the terms of this Agreement.



**ARTICLE 10 – PROBATION**

- 10.01** All employees hired into a position covered by this Agreement are required to serve a probationary period.
- 10.02** Flight Dispatch employees are required to serve a continuous probationary period from the date of hire until three **(3)** months following successful completion of the initial competency check. Notwithstanding the above, the minimum amount of probation served shall be six (6) months from the date of hire.
- 10.03** At the discretion of Management, the probationary period may be extended by an additional three **(3)** months. Any such extension must be made in writing to the probationary employee with a copy provided to the Association.
- 10.04** A written assessment of a probationary employee's progress will be provided to the employee and the Association before the end of the fifth (5<sup>th</sup>) month of the probation period, and before the end of the eighth (8<sup>th</sup>) month as applicable. Management agrees to meet with the Association to discuss the contents of the fifth (5<sup>th</sup>) month assessment, and eighth (8<sup>th</sup>) month assessment as applicable, if requested by the Association. The Manager, Dispatch or his designate shall do the written assessment.
- 10.05** Flight Operations Management must consult Human Resources prior to the dismissal of a probationary employee.
- 10.06** On receipt of notice that a probationary employee is to be dismissed, the Association may meet with Management to review the grounds of the dismissal.
- 10.07** In the event of the dismissal of a probationary employee, the employee does not have access to the Grievance procedure.
- 10.08** In the event that a probationary employee is absent from work for any reason, excluding regularly scheduled days off, for more than seven (7) days during the probationary period, the Company may extend the employee's probationary period by the number of days such employee was absent from work.
- 10.09** During any probationary period, the Company reserves the sole right to make any decision regarding the retention or termination of the probationary employee,
- 10.10** If a probationary employee is laid off from the Company and subsequently recalled, he shall be required to serve the remaining time of the probationary period. A probationary employee will only remain on the recall list for a period of one **(1)** year.
- 10.11** An employee will only be required to serve one **(1)** probationary period while covered under this Agreement.

**ARTICLE 11 – LEAVES OF ABSENCE**

**11.01 Bereavement Leave**

- (a) In the event of death of an employee's:
- (i) spouse (including common-law);
  - (ii) child (including adopted and/or foster child);
  - (iii) child of spouse (including adopted and/or foster child);
  - (iv) parent;
  - (v) parent of spouse; or
  - (vi) sibling.

the employee shall be entitled to seven (7) consecutive calendar days away from working, to be taken immediately following the day of death. During such period, the employee shall be paid for those days which were scheduled to be worked during seven (7) day period.

- (b) In the event of death of an employee's:
- (i) grandparent;
  - (ii) grandchild;
  - (iii) sibling-in-law;
  - (iv) spouse or common-law partner of the parent of spouse; or,
  - (v) relative who resides permanently in the employee's household,

the employee shall be entitled to three (3) consecutive calendar days away from working, to be taken immediately following the day of death. During such period, the employee shall be paid for those days which were scheduled to be worked during three (3) day period.

- (c) For the purposes of this article, "common-law" describes a conjugal relationship between two persons who have been cohabitating for at least one year. This includes same sex partners.
- (d) In extraordinary circumstances, such as lengthy travel time, time off without pay in excess of that specified above may be granted with approval from the Manager, Flight Dispatch and the Human Resources Department.
- (e) Where operational requirements permit, an employee will be allowed to take unused vacation or banked time to further facilitate attendance at the funeral or comforting of family members.
- (9) Where the deceased is not a member of the immediate family, bereavement leave without pay may be granted where operational requirements permit.

**11.02 Compassionate Leave**

Compassionate Leave without pay may be granted for any emergency situation or any unusual, distressing circumstances affecting an individual. For the purposes of this clause, "Emergency" means unforeseen situations which call for immediate action and which could not be predicted nor planned for. Such leave is subject to operational requirements.

### 11.03 Marriage Leave

Where an employee is to be married, they shall be granted one (1) day off with pay to be taken either in the week of or the week after the marriage.

### 11.04 Maternity Leave/Parental Leave/Child Care Leave

Maternity/Parental and Childcare Leave, without pay, shall be given in accordance with the provisions of the *Canada Labour Code* and any amendments and interpretations of regulations pertaining thereto. The relevant provisions of this legislation are attached hereto as Appendix A.

### 11.05 Personal Leave

(a) Where operational requirements permit, as determined by the Company, an employee who submits a written request to the Manager, Dispatch and to Human Resources, may be granted up to two (2) years leave of absence without pay. Such leave shall not be unreasonably withheld. Flight Dispatchers taking such leave shall continue to accrue CALDA Seniority for one year.

(b) A personal leave of absence will not be granted to allow an employee to work for another Company, unless mutually agreed to by the Company and the Association.

(c) An employee cannot avoid lay-off by virtue of being on a personal leave.

### 11.06 Family Leave

(a) An employee will be granted twenty-five (25) hours a year of family leave at the beginning of each Calendar Year. Subject to the approval of the Manager, Flight Dispatch, family leave will be granted to attend to the temporary care of a spouse, dependant children, and or parents (infirm/disabled) or to attend to routine personal appointments such as medical or dental appointments. Each employee's family leave bank shall be cleared at the end of each Calendar Year and there shall be no payout of unused family leave credits.

(b) All new employees who start after the beginning of the Calendar Year will receive family leave credits pro rated at 2.08 hours per month for each month in which an employee earns pay for ten (10) days or more based on the number of months remaining in the Calendar Year.

### 11.07 Education Leave

Upon written request and approved by the Manager, Flight Dispatch and Human Resources, leave without pay for the purposes of attending an educational institution may be granted. Such request must detail the start and finish date of the leave and the course title and name of the educational institution.

**11.08 Reinstatement and Re-Qualification Issues**

- (a) An employee will be reinstated at the termination of an authorized leave of absence and return to dispatch duties.
- (b) Where an employee's qualifications will lapse prior to returning to duty, the Company shall provide the employee with the opportunity to take required regulatory training prior to the expiration of the leave of absence. Where an employee fails to take such training, he shall not be paid for scheduled shifts until such time he becomes current.
- (c) Employees on unpaid leave, and who attend the provided regulatory training, shall not receive wages. Employees on maternity or parental leave, and who attend regulatory training, shall be compensated for the time at training which will be added to the employee's time bank.
- (d) Where the Company does not provide the opportunity for required regulatory training for the employee, he shall be paid from the date his leave of absence terminates.

**11.09** Benefits while on Leave shall be as outlined in the Human Resources Manual.

**ARTICLE 12 – REDUCTION OF STAFF**

- 12.01 Reductions of staff will be made in reverse order of CALDA Seniority, beginning with probationary employees.
- 12.02 Prior to any layoff, the Company shall notify the Association and may discuss possible ways of avoiding a layoff or minimizing the adverse effect of a layoff.
- 12.03 An employee who has completed three (3) months service with the Company shall be entitled to two (2) weeks notification of a lay-off. Payment of regular wages in lieu of this notice may also be given.
- 12.04 A Flight Dispatcher who is laid-off shall file his address with the Manager, Flight Dispatch and shall thereafter promptly advise the Manager, Flight Dispatch of any change in address. Failure to do so will result in his removal from the recall list.
- 12.05 If a Flight Dispatcher who has been laid off is recalled to a permanent Flight Dispatch position and such employee elects not to accept the recall, he shall be deemed to have resigned and will be removed from the seniority lists and all rights of seniority shall be forfeited.
- 12.06 Employees will be called back to work in order of CALDA Seniority. The Company will send recall notices by registered mail to the last address filed with the Company with a copy to the Association. Once the employee has received the recall notice, he has seven (7) days to notify the Manager, Flight Dispatch of his intentions.
- 12.07 Management will give a minimum of fifteen (15) days notice of the expected date of return to work. This notice period may be shortened if agreed to by the employee and Management.
- 12.08 During a period of layoff, a Flight Dispatcher will accrue CALDA Seniority for up to one (1) year following their last date of layoff. Recall rights shall be effective for one (1) year from the date of being laid off.

**12.09 Severance Pay**

- (a) In the event of permanent layoff, severance pay shall be paid to a Flight Dispatcher who has completed one (1) or more full year of continuous employment with the Company, as calculated from his date of hire. The amount of severance pay shall be one (1) week's pay for each complete half-year of service to a maximum of one (1) year. A Flight Dispatcher who receives severance pay and is subsequently rehired shall have the calculation of years of service on rehire commencing from the date of rehire.
- (b) A Flight Dispatcher eligible for severance pay shall receive such pay starting at the time of permanent layoff and payment for the amount due shall be in one lump sum. It is understood that this amount is over and above whatever other compensation is due to the laid-off Flight Dispatcher in accordance with this Agreement.

- (c) An employee will not be entitled to severance pay if one or more of the following conditions exists:
- i) He accepts another permanent full time or part time position with the Company;
  - ii) The lay off is caused by strike, lockout or picketing on Company premises;
  - iii) The Flight Dispatcher is on a leave of absence on the effective date of the layoff, in which case these provisions shall become effective on the date the Flight Dispatcher returns to work following termination of such leave of absence;
  - iv) The Flight Dispatcher's service is terminated for cause, discipline, retirement, or resignation other than as a direct result of, or during a lay off; or,
  - v) The Flight Dispatcher has been recalled within twelve (12) months of the date of layoff.

**12.10** Severance pay will be paid out after recall rights have expired. This does not apply to an employee who declines a recall under clause 12.05.

**ARTICLE 13 – OPERATIONAL IRREGULARITIES**

- 13.01 A Flight Dispatcher on duty will follow the instructions in the Company Emergency Response Checklist and Manual (ERM). A Flight Dispatcher involved in an incident and/or accident will complete an Operational Control Report and a copy is to be sent to the Association at the Company's expense.
- 13.02 In a Category 'A' accident as defined in the Company ERM, the Flight Dispatcher shall be relieved from his duties as soon as possible. The Flight Dispatcher being relieved will not be monetarily disadvantaged for any scheduled time lost on the shift that the Flight Dispatcher was relieved from. Medical assistance and/or counseling will be available to the Flight Dispatcher. The Flight Dispatcher involved will have the opportunity to contact an Association representative prior to being interviewed by the Director of Flight Operations or his designate on the incident.
- 13.03 Where a Flight Dispatcher is required to attend any meetings to discuss an incident or an accident involving the Flight Dispatcher, he has the right to be accompanied by an Association Representative. Expenses incurred by the Flight Dispatcher to attend such a meeting shall be borne by the Company. Expenses incurred by the Local Association Representative to attend such a meeting will be borne by the Association.
- 13.04 Free transportation on scheduled Company flights from point of duty to the point of hearing and return will be provided to the Flight Dispatcher and the Local Association Representative.
- 13.05 Any Flight Dispatcher who is relieved from duty pending an investigation as a result of an operational incident in his area of responsibility shall be paid at his regular salary.

**ARTICLE 14 –DISCIPLINE/DISCHARGE**

- 14.01** Where an employee is involved in an alleged irregularity or misdemeanor and preliminary inquiry requires direct questioning of the employee, he shall be advised first that the interview is to determine his connection, if any, with the alleged irregularity or misdemeanor and shall be entitled to be accompanied by his duly accredited representative(s).
- 14.02** The Company may hold an employee out of service with pay pending investigation of an alleged irregularity or misdemeanor.
- 14.03** A CALDA member shall be advised of any material of a critical or unfavorable nature at the time such material is placed on his personal file. If a verbal warning is to be referred to in subsequent discipline, the verbal warning must have been documented and a copy provided to the employee.
- 14.04** Letters of reprimand placed on a CALDA member's personal file will be removed from his file twenty-four (24) months following the date of insertion, provided there has been no further disciplinary action in that period.
- 14.05** An employee who has been disciplined or discharged may file a Grievance in accordance with Article 15. However, by mutual agreement between the Company and the Association, Grievances under the provisions of this Article may proceed directly to Level Two of the Grievance procedure or to arbitration. Where a Grievance is lodged, the Company may either uphold the previous decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as he considers to be just and equitable.



**ARTICLE 15 – GRIEVA PROCEDURE**

- 15.01 It is the desire of the parties to this Agreement that local Grievances be settled as promptly as possible.
- 15.02 Prior to filing a Grievance, the employee(s) shall discuss the issue with the Manager, Flight Dispatch who will make every effort to resolve the problem with the employee.
- 15.03 All differences arising out of the interpretations, application, administration or alleged violation of this Agreement, or other causes of complaint, may be grieved.
- 15.04 If, after discussing the issue with the Manager, Flight Dispatch, a satisfactorily resolution has not been reached, the Employee may file a written Grievance bearing the signature of the grievor(s) the date of the Grievance, and as a condition of their validity and arbitrability, must specify:
- a) the nature of the Grievance and the circumstances under which it arose, and;
  - b) the section or sections of the Agreement alleged to have been violated, and;
  - c) a statement as to the requested remedy or relief sought.
- 15.05 Grievances must be filed within fifteen (15) calendar days after the grievor or the Association would reasonably have knowledge of the action or the circumstance giving rise to the Grievance.
- 15.06 Grievances of a general or policy nature may be initiated by the Company or the Association at the appropriate step depending on the nature and scope of such Grievance.
- 15.07 **Level One**
- (a) The Manager, Flight Dispatch or his designate will hold a meeting within fifteen (15) calendar days of the receipt of the written Grievance.
  - (b) The Manager, Flight Dispatch or his designate will render a decision, in writing, within ten (10) calendar days of the completion of the hearing.
  - (c) Failing an answer or satisfactory adjustment in (b), the Grievance may be submitted by the Association to Level 2 of this procedure. Any decision not appealed shall be final and binding.
- 15.08 **Level Two**
- (a) An appeal from Level One will be lodged by the Association, in writing to the Director of Labour Relations or his designate within ten (10) calendar days of receipt of the Company's decision at Level One.
  - (b) The Director of Labour Relations or his designate will hold a hearing within fifteen (15) calendar days of the receipt of the appeal.
  - (c) The Director of Labour Relations or his designate will render a decision, in writing, within ten (10) calendar days of the completion of the hearing.
- 15.09 The time limits specified herein may be extended by mutual agreement in writing.
- 15.10 Any decision not appealed within the relevant time frames shall be final and binding.

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- 15.10 At any hearing held throughout these procedures, the grievor(s) and the Company shall have the opportunity to adduce evidence, to make representations, to call, and to examine or cross-examine witnesses. The grievor(s) shall have the right to be represented by the Association, and/or any other person who they may choose or designate.
- 15.11 All Flight Dispatch members called by the Company as a witness in any Grievance procedure shall be released from duty and shall be provided with transportation in accordance with Company policy. Said member shall suffer no loss of pay as a result of being called as a witness.
- 15.12 Throughout these procedures including arbitration, the grievor(s) may, together with their representative(s), review any information contained in their personal file(s), or information which the Company has introduced at any step of these procedures.
- 15.13 Where the Company considers itself aggrieved, it may submit a Grievance pursuant to the same procedures described in this Article. The Local Council Chairperson of CALDA will hear Company Grievances at Level 1, and the President of CALDA will hear Company Grievances at Level 2.
- 15.14 Where agreed by the parties, the services of a mediator may be employed. Any costs associated with the retaining of a mediator will be borne equally by the Association and the Company.

**ARTICLE 16 – ARBITRATION OF GRIEVANCES**

- 16.01 Any dispute not settled through the Grievance Procedure in Article 15, may proceed to the Arbitration procedure as detailed in this Article.
- 16.02 Notice of Intention to proceed to Arbitration shall be made in writing to the Director, Flight Operations or his designate within thirty (30) calendar days of the decision at Level 2 of the Grievance Procedure. Should the Notice of Intention not be submitted, it will be considered to have been abandoned without recourse.
- 16.03 When written Notice of Intention is given, both the Association and the Company shall, within fourteen (14) days of receipt of said Notice, provide the other party with the name(s) of an arbitrator for the purposes of mutual agreement.
- 16.04 Should the parties fail to agree upon the selection of an arbitrator within ten (10) days of receipt of the proposed name(s), the Federal Minister of Labour shall be empowered to appoint an arbitrator.
- 16.05 Where the Company and the Association agree, a Grievance submitted to arbitration pursuant to Article 16 may be referred to a mediator to assist the parties to find a mutually agreeable resolution to the matter in dispute. Should the matter not be resolved to the satisfaction of the parties, the Grievance may then continue to arbitration.
- 16.06 The decision of the Arbitrator shall be final and binding on the Association, the grievor and the Company. The Arbitrator shall not have any power to alter, modify or amend any of the provisions of this Agreement or to substitute new provisions for existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to adjudicate any matter not specifically referred to the Arbitrator.
- 16.07 The cost of the Arbitrator shall be shared equally between the Company and the Association. If the cost of the Arbitrator is subsidized, then the remaining costs shall be shared equally between the parties.
- 16.08 The Arbitrator shall have jurisdiction to consider only Grievances as properly submitted under the terms of this Agreement including determinations on their arbitrability.
- 16.09 At any hearing held throughout these arbitration procedures, the Association and the Company shall have the right to be represented before the Arbitrator by any person(s) who they may choose or designate.
- 16.10 The Association and the Company shall be given every opportunity to present evidence, make representations and present, examine and cross examine witnesses.
- 16.11 Hearings with regard to Grievances, disciplinary measures, dismissals, mediation and/or arbitration concerning Flight Dispatchers shall be held in Ottawa or such other places as mutually agreed to by the parties.

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- 16.12** The Company and the Association will attempt to reach consensus on an agreed statement of facts for each Grievance prior to an arbitration hearing.
- 16.13** The time limits specified in this Article may be extended by mutual agreement in writing.
- 16.14** The Company and the Association may, by mutual consent, submit any matter under this Article to a Board of Arbitration for determination in accordance with the above principles. A majority decision shall constitute the decision of the Board but failing a majority, the decision of the Chairperson shall govern. A decision of the Board shall be final and binding on the Association, the grievor and the Company.

**ARTICLE 17 – SICK LEAVE**

- 17.01 'Sick Leave" shall mean the period of scheduled work days during which an employee is unable to report for duty as a result of sickness or injury
- 17.02 On January 1st of each year, all Full Time employees will receive 88 hours of Sick Leave. Each employee's sick bank shall be cleared at the end of each calendar year.
- 17.03 All new Full Time employees who start after the beginning of the calendar year will receive Sick Leave credits prorated at 7.34 hours per month for each month in which an employee earns pay for ten (10) days or more, based on the number of months remaining in the calendar year.
- 17.04 An employee is not eligible for Sick Leave in cases where short-term disability, long-term disability, workers' compensation plan, or automobile accident insurance plans apply.
- 17.05 The Sick Leave bank will be deducted by the corresponding number of hours that an employee is off sick. Payment of any Sick Leave not covered by the employee's sick bank will be deducted from his wages.
- 17.06 Employees with a perfect attendance record over a full calendar year will receive the hours equivalent to two (2) regular days of work credited to their vacation bank. Employees' who take only take Sick Leave during one regular working day over a full calendar year will receive the hours equivalent to one (1) regular day of work credited to their vacation bank. In both cases vacation will be awarded to the employee in the next year's vacation allotment. All employees must have worked one (1) full year to qualify.
- 17.07 An employee absent for illness may be required to provide a doctor's note that establishes that they were unable to work due to illness. This will not be required unless the absence is for more than three (3) consecutive days or where an employee has been warned in writing regarding an alleged misuse of Sick Leave benefits. Where a Doctor's note is required, the employee will be responsible for the cost of the initial report. The Company will be responsible for the costs of all subsequent medical reports required.

**ARTICLE 18 – BENEFITS**

**18.01** Employees will be eligible for coverage in a group insurance plan arranged by the Company. The group insurance plan shall consist of the following benefits:

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

**18.02** Additional life insurance may be purchased by the employee through payroll deduction.

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

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

**18.05** The Company reserves the right to secure coverage with an alternate insurer(s) or under an alternate plan(s) provided the benefits are comparable. In such cases the Company will provide notice to the Association thirty (30) days in advance of such change to the plan(s) and will meet with the Association if requested, to provide information concerning the changes and their effects upon the employees.

**18.06** The Company will provide to the Association a summary of the applicable employee benefit plans.

**18.07** When the Company requires an employee to be inoculated, such inoculation shall be one hundred percent (**100%**) paid by the Company.

**ARTICLE 19 – TRAVEL EXPENSES AND ALLOWANCES**

- 19.01 Travelling expenses for Company business shall be in accordance with the Company Human Resources Manual.
- 19.02 All claims for meal allowances shall be submitted, in writing, on a properly approved expense claim form, to Accounts Payable, Corp.
- 19.03 Upon request from the employee, cash advances approved by Management, will be available two (2) business days prior to departure or travel.

**ARTICLE 20 - GENERAL**

**20.01 Copies of Agreement**

The Company shall provide each CALDA employee with a printed copy of this Agreement within ninety (90) days of its ratification. Printing costs for the Agreement shall be shared equally between the Association and the Company.

**20.02 Orders of Employees**

All orders to an employee involving a change in location, assignment of one (1) Week or more, promotion, demotion, dismissal, layoff, disciplinary action, and leave of absence, shall be stated in writing.

**20.03 Deduction of Association Dues**

(a) Upon written direction from the Association, the Company shall deduct for each Pay Period, as per the Company's designated payroll periods, from wages due and payable to each employee, such sum as may be uniformly assessed by the Association subject to the conditions set forth herein.

(b) The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or special assessments. The calculation of the amount to be deducted shall not be changed during the term of Agreement except to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.

(c) Membership in the Association shall be available to any employee eligible under the Constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Association.

(d) Membership in the Association shall not be denied for reason of race, national origin, color, or religion.

(e) Payroll deductions shall commence on the first period of the calendar month following completion of thirty (30) calendar days after date of hire in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first Pay Period of the calendar month following completion of thirty (30) days after date of last entry into the Company.

(9) If the wages of an employee, payable on the payroll for the first Pay Period of any month, are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not carry forward and deduct from any subsequent wages the dues not deducted in an earlier month, when the employee did not have sufficient wages payable to him on the designated payroll. The Company shall not be responsible for arrears.



(g) Only payroll deductions now and hereafter required by law, deduction of monies due or owing the Company, and deductions for provident funds shall be made from wages prior to the deduction of dues.

(h) The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Association, as may be mutually agreed by the Association and the Company not later than thirty (30) calendar days following the Pay Period in which deductions are made.

(i) The Company shall not be responsible financially or otherwise, either to the Association or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittance. However, in any instance when such an error has occurred in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Association, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Association.

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

#### **20.04 Money Owed to the Company by the Association**

Any amount owed to the Company by the Association shall be paid within thirty (30) days or the amount owed may be offset against future remittances.

#### **20.05 Reorganization of Corporate Structure**

a) In the event of a change of ownership of the Company, merger with another Company, or any other change in corporate identity, this Agreement will remain in full force and effect and the recognition then in effect, issued by the Canada Industrial Relations Board (CIRB) shall not be affected in any way, unless otherwise governed or directed by the CIRB. The Company further agrees to consult with the Association relative to protection of the employee's seniority and other conditions of the Agreement. Failing an agreement to alternate arrangements, provisions of the *Canada Labour Code* will apply.

b) If First Air buys out or merges with a non-unionized Company, CALDA Seniority will be based on the start date of permanent employment with First Air Dispatch unless otherwise directed by the CIRB.

**20.06 Other Company Directives**

(a) Where the provisions of this Agreement are at a variance with Company regulations or the First Air Human Resources Manual, this Agreement shall take precedence.

(b) Flight Dispatchers shall be governed by written policies adopted by the Company as publicized temporarily in the Flight Dispatch Memo Book until the amendment is made to the Flight Dispatch Standard Operating Procedures Manual, Company Operations Manual, and Human Resource Manual as applicable, provided that such policies are not in conflict with the specific provisions of this Agreement or with the Canadian Aviation Regulations.

**20.07 Employee I D Cards**

Employees shall be provided, at the Company's expense, a First Air employee identity card. Replacement cards shall be in accordance with Company policy.

**20.08 Airport Restricted Area Pass**

All Individuals who require access to secure airport areas shall be required to obtain and retain an Airport Restricted Area Pass. Failure to obtain and retain this pass will be grounds for dismissal with cause. All Airport Restricted Pass holders must attend an initial briefing on Canadian Aviation Security Regulations.

**20.09 Vehicle Parking**

When parking in First Air parking lot is unavailable, the Company will pay additional costs for parking in a Company designated parking lot.

**20.10 Human Rights**

(a) Neither the Company nor the Association will discriminate in any manner against any employee because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or conviction for an offence for which a pardon has been granted, all of which are subject to the exceptions provided under the *Canadian Human Rights Act*

(b) No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company because of membership in or lawful activity on behalf of the Association.

(c) The Association and Company recognize the right of all employees to employment free of harassment. All matters concerning harassment will be dealt with in a confidential manner in accordance with Company policy.

### 20.11 New Equipment

(a) In the event the Company acquires a new type of aircraft, the Company will meet with the Association no later than 120 days prior to the introduction of the new aircraft. The purpose of the meeting is to develop adequate training **as** outlined in the Canadian Aviation Regulations (CARs) and implementation strategies for the Flight Dispatchers.

(b) It is agreed that the time restriction as noted above shall not prevent the Company from operating the new aircraft at the expected date.

### 20.12 Pay Cheque Errors

(a) Should there be an error by the Company or its agent, which results in a shortage in an employee's pay cheque in the amount of fifty dollars (**\$50**) or more, such error shall be rectified and paid within five (**5**) workdays upon receipt of notice of such error. Should the error be less than fifty dollars (**\$50**), such error shall be rectified and paid to the employee on the next regular pay cheque.

(b) Where the Company is recovering an overpayment, a mutually agreed upon repayment schedule shall be arranged between the Company and the employee in writing within fourteen (14) days of the date that the employee has received a written notification of the overpayment. Employees who do not contact the Company within fourteen (14) days of receipt of the written notification of the repayment, shall have a repayment schedule arranged by the Company. In both cases, the repayment period shall not exceed three (3) months unless mutually agreed. When an employee is terminated, the entire overpayment will be deducted from the final paycheque.

### 20.13 Company Physician

(a) Where Management so requests, an employee will be required to visit the Company Physician for an independent assessment of their condition. Results transferred to the Company will only pertain to the employee's availability to work.

(b) Where the Company Physician makes a declaration regarding the health of a Flight Dispatcher that is contrary to the position of the employee's personal physician, the employee may initiate the medical review procedure below, within seven (**7**) days of receipt of this declaration by **so** notifying Management in writing.

(c) Where the opinion of either physician is that the results of their respective examinations are inconclusive or conflicting in nature, the employee may request that a mutually agreed upon independent qualified medical specialist be appointed by the Company to undertake a further examination. The medical specialist shall conduct his examination and shall furnish a written report of his decision to both the Company and the employee. The decision of the medical specialist, based on the results of his examination, shall be conclusive of the issue and not subject to any further review.

(d) All costs for all examinations and reports required under this section that are not covered by Provincial health benefits or the Company's medical insurance program shall be borne by the Company.

#### **20.14 Substance Abuse**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Company and Association agree to cooperate in encouraging any employee affected with alcohol or drug problems, to undergo a recognized treatment program directed to the objective of their rehabilitation.

#### **20.15 Change of Duties**

(a) Management agrees to consult with the Association when contemplating the implementation of a new duty (ies) for members of the bargaining unit. As part of the consultation process, Management will provide the rationale for the proposed new duty (ies). The Association may suggest alternatives to Management's proposal. The parties will hold confidential any contemplated changes that are shared with the Association until the implementation of the change(s) is officially announced by Management. Further discussion may be held between the parties to review the impact of the implementation of the change(s).

(b) Employees required to implement changes to their duties will receive tools and training prior to implementation.

(c ) Monthly departmental meetings to discuss operational concerns may be scheduled.

#### **20.16 Technological Change**

Issues pertaining to technological change shall be dealt with in accordance with the provisions of the *Canada Labour Code* and any amendments and interpretations of regulations pertaining thereto. The relevant provisions of this legislation are attached hereto as Appendix B.

#### **20.17 Special Provisions for Review and Amendment of this Agreement**

Parts of the Agreement that become contrary to the provisions of the *Canada Labour Code*, or other applicable legislation, shall be resolved between the parties.

**ARTICLE 21 – HEALTH AND SAFETY**

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

**21.02 Health and Safety Committees**

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

- (a) The Association will provide representation on the Health and Safety Policy Committee, which shall meet on a regular basis at least, as required by law, and as mutually agreed, to examine policy concerns from the standpoint of safety;
- (b) The Association may provide representation on the Joint Health and Safety Committee, which shall meet on a regular basis at least, as required by law, and as mutually agreed, to examine operations from the standpoint of safety;
- (c) The Company shall post and keep posted in a conspicuous place or places where it is likely to come to the attention of the employees, the name of the Health and Safety Committee representatives;
- (d) The Association will be advised electronically of all notices, upcoming meetings and/or events planned by the Committees; and
- (e) Compensation for attending either the Joint Health and Safety Committee, or the Health and Safety Policy Committee, or for performing representative's functions or any preparation or travel as authorized by the Company shall be as per the employee's regular rate of pay under this Agreement.

**ARTICLE 21 – TRAINING AND AIR**

22.01 It is understood that all Flight Dispatchers are required to maintain a minimum level of Transport Canada and First Air proficiency to ensure that they are capable of exercising operational control at all times.

22.02 Observers will not be permitted when a Flight Dispatcher is undergoing a competency check, other than normal staff, Check Dispatcher, or Transport Canada Air Carrier Inspector, without the consent of the Flight Dispatcher(s) being assessed.

22.03 A Flight Dispatcher will be given forty-eight (48) hours' notice of their competency checks. The Flight Dispatcher may waive this notice. The notice requirement does not apply in the case of a reassignment of a previously scheduled check.

22.04 Initial and recurrent competency checks may be on any desk or any shift.

**22.05 Departmental New Hire**

- (a) In addition to the provisions below, probationary employees are covered by Article 10.
- (b) Successful new hire candidates will be required to complete a minimum of two (2) weeks of Company indoctrination.
- (c) Upon completion of the Company indoctrination, a final exam must be passed with a mark of 75% or higher. If the candidate fails to pass the exam on the first try, at Management's discretion, the candidate will be given a second chance to write the exam and, if failed, the candidate's employment will be terminated.
- (d) If the candidate passes the Company indoctrination exam with a mark of 75% or higher, on the job training will continue.
- (e) On the Job Training will consist of a maximum of three (3) months training. At any time, during, or at the end of the three (3) month training, the On the Job Training Dispatcher may recommend the candidate for a competency check.
- (f) If at the end of the three (3) month period, the candidate is not recommended for a competency check by the On the Job Training Dispatcher, or, if the employee fails his first competency check, Management may authorize an additional training period for up to two (2) Weeks. Upon completion of the additional training, the candidate may be recommended for a competency check to be carried out by a Check Dispatcher. If the candidate is not recommended for a competency check after additional training or fails the second (2<sup>nd</sup>) competency check, termination of employment occurs.
- (g) Notwithstanding the above, if at any time during the training phase, Management finds the candidate unsuitable for future employment, his employment shall be terminated and the provisions of Article 10 shall apply.

**22.06 Current Flight Dispatcher**

- (a) All Flight Dispatchers will attend and complete annual recurrent training and complete a written examination.

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- (b) Flight Dispatchers are also required to pass a competency check, carried out by a Check Dispatcher and/or Transport Canada.
- (c) If the Flight Dispatcher fails his recurrent written examination, eight (8) hours of additional training will be provided to the employee, followed up by a second (2<sup>nd</sup>) written exam. If the Flight Dispatcher fails his second (2<sup>nd</sup>) written examination, his situation will be reviewed by the Director of Flight Operations, which may result in the termination of his employment.
- (d) If the Flight Dispatcher fails his competency check, up to twenty-five (25) hours of additional on the job training will be provided to the employee, followed by a second (2<sup>nd</sup>) competency check. The second (2<sup>nd</sup>) competency check will be conducted by a Check Dispatcher other than the person who conducted the first competency check, unless otherwise directed by Transport Canada.
- (e) If the Flight Dispatcher fails his second (2<sup>nd</sup>) competency check, his situation will be reviewed by the Director of Flight Operations, which may result in the termination of employment.
- (9) If, after failure, an employee requests CALDA representation or support, a CALDA representative may contact the Company for additional information.

**22.07** All competency check standards and those over and above the CAR's that are unique to First Air will be published. Both of these documents will be made available to the Association.

**22.08** All training opportunities within the Company will be posted and a copy of the posting will be provided to the Association. The Company is to incur all trainer-related costs associated with the preparation and delivery of training. All trainers will be on an as-required basis and can be removed from the training position at any time.

**22.09** All qualified trainers designated by the Company that may include CALDA members will provide training. All CALDA trainers will attend a Company approved instructional techniques course.

**22.10** All applicable computer training will be provided to all employees as required.

**22.11** All reference material will be made available after training.

**22.12** All Flight Dispatchers will be trained and familiarized with all manuals and publications within the Flight Dispatch Centre. Training on the amendment procedures for all manuals and publications will also be incorporated.

**22.13** On the Job Training will be done by a qualified First Air Flight Dispatcher who has been awarded a training position by the Company. Compensation for On the Job Training will be as per clause 4.06.

**22.14** If the Company requires an employee to attend a training session on a day off, the employee shall be compensated in accordance with the provisions of clause 8.02.

- 22.15 The Flight Dispatch Training Manual has been compiled for the use and guidance of each Flight Dispatcher. This manual will be distributed to all Flight Dispatchers. Each Flight Dispatcher will be responsible for its safe custody and maintenance, and for the insertion and proper recording of all amendments. The Company will promptly distribute and record all amendments and revisions. Instructions will be included with each amendment. Each page shall show the appropriate amendment number and date, as well as any required specific amendment instructions.
- 22.16 All training and retraining for Flight Dispatchers will be outlined in the Flight Dispatch Standard Operating Procedures Manual.



**ARTICLE 23 - CHECK DISPATCHER**

- 23.01** Initial and recurrent competency checks for Flight Dispatchers shall be conducted by a Check Dispatcher nominated by the Company and acceptable to Transport Canada. Check dispatch authority may be rescinded upon request by the Company to Transport Canada.
- 23.02** Check Dispatchers will have at least two (2) year's experience as a Flight Dispatcher with First Air. This requirement may be waived at the mutual agreement of both Management and the Association.
- 23.03** The Check Dispatcher will receive additional compensation when performing Check Dispatcher responsibilities, as per clause 4.07.
- 23.04** The Company will incur all costs associated with the appointment of the Check Dispatcher.
- 23.05** The Check Dispatcher when performing Check Dispatch responsibilities will adhere to all Company and CAR's standards as published.
- 23.06** At least one (1) Check Dispatcher shall be a bargaining unit member.

**ARTICLE 24 GROUP REGISTERED RETIREMENT SAVINGS PLAN (GRRSP)**  
**(Effective July 1,2001)**

**24.01** Flight Dispatchers will be entitled to participate in the Company-Wide GRRSP effective July 1, 2001.

**24.02** The Company will establish policies and rules concerning the GRRSP.

**ARTICLE 25 – RENEWAL AND TERMINATION OF AGREEMENT**

- 25.01 This Agreement shall become effective on August 1<sup>st</sup>, 2001 and will continue in full force until midnight on July 31<sup>st</sup>, 2004.
- 25.02 In lieu of all retroactive pay to January 31<sup>st</sup>, 2003, current employees will be entitled to a signing bonus, The pay rates in this Agreement will be effective as of February 1<sup>st</sup>, 2003. Any other terms, conditions, payments, provisions etc., are not effective until the date of signing, with the exception of Article 24, which is effective July 1<sup>st</sup>, 2001.
- 25.03 This Agreement shall remain binding upon the parties year to year thereafter unless notification of termination of the Agreement, or of intended change to the Agreement is served in writing by either party, such notification to be served no later than within ninety (90) days prior to the expiry date. In the event that such notice is given, the Agreement will remain in full force and effect until the requirements of Section 89 (1) (a) to (d) of the *Canada Labour Code* have been met.

IN WITNESS WHEREOF the parties hereto have signed this Agreement, on the 31<sup>st</sup> day of March, 2003.

For: First Air

For: The Canadian Airline Dispatches' Association

James  
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Letter of Understanding # 1  
Between  
First Air (Employer)  
And  
Canadian Airline Dispatchers Association (CALDA) (Association)

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**MODIFIED WORK SCHEDULE FOR CONTINENTAL SHIFT – 14 Day Work Cycle**

By way of this letter, First Air and CALDA agree to the following modified work schedule. All other provisions of the collective agreement except for those addressed specifically herein will apply :

1. This letter applies to all members of the Dispatcher's Bargaining Unit (CALDA), with the exception of those Dispatchers who have been awarded a non-bargaining position. All of these employees normally work at the First Air YOW facility;
2. Employees will work 11.5 hour shifts, exclusive of a ½ hour unpaid lunch period. For further clarification, the employee will be scheduled for 12 hours and will be paid 11.5 hours with a ½ hour period for lunch;
3. Employees will be scheduled as follows:  
Two (2) days on; two (2) days off; three (3) days on; two (2) days off; two (2) days on; three (3) days off;
4. There will be two (2) weeks or fourteen (14) days in the Work Cycle;
5. Employees will be scheduled for 80.5 hours over the Work Cycle;
6. There will be seven (7) work days and seven (7) days of rest in the Work Cycle;
7. Statutory Holidays will be dealt with as per Article 7 of the collective Agreement;
8. An employee must work a minimum of ten (10) days in the thirty (30) days prior to a Statutory Holiday in order to qualify for Statutory Holiday pay;
9. An employee shall not be scheduled for more than a total of eight (8) regularly scheduled Night Shifts per calendar month. In addition, there shall be no back-to-back regularly scheduled Night Shift Shift Blocks. Should a change in operational requirements warrant employees being scheduled in excess of the above, consultation with the Association will be held;
10. The maximum number of hours that may be worked is forty-eight (48) hours per week or 96 hours over the two (2) week Work Cycle;
11. Overtime shall be paid when an employee works beyond 11.5 hours per day and when the actual hours worked over the two week period exceed 80 hours;
12. Overtime shall be paid on the pay cheque following the end of the Work Cycle;  
and
13. This work schedule comes into effect upon the signing of the collective agreement and is valid until the subsequent collective agreement comes into force or where the parties agree to a change to the schedule.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the 31<sup>st</sup> day of March 2003.

For: First Air

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For: The Canadian Airline Dispatchers' Association

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Letter of Understanding # 2  
Between  
First Air (Employer)  
And  
Canadian Airline Dispatchers Association (CALDA) (Association)

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**Re: Chief Dispatcher**

1. The Chief Dispatcher shall be a qualified Flight Dispatcher awarded the position by the Manager, Flight Dispatch to provide, on his behalf, leadership, direction and guidance to the Flight Dispatcher group, but shall not be a member of the bargaining unit;
2. The Chief Dispatcher position shall be filled by an individual qualified to perform Operational Control duties as per section 725.20 of the Transport Canada Commercial Air Service Standards. The incumbent(s) selected for the position shall perform partial managerial duties and be fully accountable to the Manager, Flight Dispatch for the administrative and functional stewardship of the area(s) over which they preside and, for the performance of all other Chief Dispatcher duties as outlined as per First Air Flight Dispatch Standard Operating Procedures;
3. The Chief Dispatcher position shall be filled by an employee who has a minimum of two (2) years of First Air Flight Dispatch service;
4. The Chief Dispatcher will not be regularly scheduled to work a desk, however this does not restrict the ability of the Chief Dispatcher to cover for lunch breaks or vacation. The Chief Dispatcher may dispatch a maximum of one (1) day per calendar month in order to maintain his competency. In order to maintain competency, the Chief Dispatcher shall rotate sequentially through the Flight Dispatch workstations. The displacement provisions are covered by clauses 5.19, 5.20 and 5.21
5. A Chief Dispatcher's vacation bidding shall remain outside the normal vacation bidding process and will be organized by the Manager, Flight Dispatch with due consideration to the ongoing requirements for management support of the Flight Dispatch Department;
6. Notwithstanding clause 4 above, if an overtime shift is available, and all qualified Flight Dispatchers have been offered the shift and the shift remains open, the Chief Dispatcher may work that shift; and
7. The Chief Dispatcher shall continue to pay CALDA dues and accrue seniority for the purposes of returning to the bargaining unit. Should at any time the Chief Dispatcher elect to return to the Flight Dispatcher classification, he may return to the position on the Flight Dispatcher seniority list, and shall provide written notice to the Company and the Association.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the 31<sup>st</sup> day of March, 2003.

For: First Air

For: The Canadian Airline Dispatchers' Association

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*Wm. Lowley*  
*Belmont*  
*Emittand*  
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**Letter of Understanding # 3  
Between  
First Air (Employer)  
And  
Canadian Airline Dispatchers Association (CALDA) (Association)**

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**Re: Manager, Flight Dispatch**

1. The Company shall advise the Association in writing of the incumbent. The Association will be advised in writing of any change to the title or to the incumbent;
2. The Manager, Flight Dispatch will not be regularly scheduled to work a desk, however will be able to work the desk as required and dispatch a maximum of one (1) day per calendar month in order to maintain his competency. In order to maintain competency, the Manager, Flight Dispatch shall rotate sequentially through the Flight Dispatch work stations. The displacement provisions are covered by clauses 5.19, 5.20 and 5.21.;
3. If a shift is available, and all qualified Dispatchers and Chief Dispatchers have been offered the shift and the shift remains open, the Manager, Flight Dispatch may work that shift; and
4. The Manager, Flight Dispatch will pay CALDA dues and will accrue seniority for the purposes of returning to the bargaining unit.

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the 31st day of March, 2003.

For: First Air

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For: The Canadian Airline Dispatchers' Association

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## Division VII

### Reassignment, Maternity Leave and Parental Leave

#### Maternity related Reassignment and Leave

##### Reassignment and job modification

▶  
**204. (1)** An employee who is pregnant or nursing may, during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, request the employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

##### Medical certificate

**(2)** An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

R.S., 1985, c. L2, s. 204; R.S., 1985, c. 9 (1st Supp.), s. 9; 1993, c. 42, s. 26.

##### Employer's obligations

▶  
**205. (1)** An employer to whom a request has been made under subsection 204(1) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job functions or reassign her.

##### Rights of employee

**(2)** An employee who has made a request under subsection 204(1) is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer

(a) modifies her job functions or reassigns her, or

(b) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall for all purposes be deemed to be wages.

##### Onus of proof

**(3)** The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

**Employee to be Informed**

**(4)** Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

**Status of employee**

**(5)** An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

**Employee's right to leave**

**(6)** An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

R.S., 1985, c. L2, s. 205; R.S., 1985, c. 9 (1st Supp.), s. 9; 1993, c. 42, s. 26.

**Entitlement to leave**



**205.1** An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty - fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

1993, c. 42, s. 26.

**Employee's duty to Inform employer**



**205.2** An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

1993, c. 42, s. 26.

## Maternity Leave

### Entitlement to leave



#### **206.** Every employee who

- (a) has completed six consecutive months of continuous employment with an employer, and
  - (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant
- is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

R.S., 1985, c. L2, s. 206; R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 26.

## Parental Leave

### Entitlement to leave



**206.1** Subject to subsections (2) and (3), every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

(2) The leave of absence may only be taken during the fifty-two week period beginning

- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

(3) The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven weeks.

#### **Aggregate leave – maternity and parental**

**206.2** The aggregate amount of leave that may be taken by one or two employees under sections 206 and 206.1 in respect of the same birth shall not exceed fifty-two weeks.

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## General

### Notification to employer



**207. (I)** Every employee who intends to take a leave of absence from employment under section 206 or 206.1 shall

- (a) give at least four weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given; and
- (b) inform the employer in writing of the length of leave intended to be taken.

### Notice of change in length of leave

**(2)** Every employee who intends to take or who is on a leave of absence from employment under section 206 or 206.1 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

R.S., 1985, c. L2, s. 207; R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 28.

### Prohibition



**208. (I)** Subject to subsection (2), no employer shall require an employee to take a leave of absence from employment because the employee is pregnant.

### Exception

**(2)** An employer may require a pregnant employee to take a leave of absence from employment if the employee is unable to perform an essential function of her job and no appropriate alternative job is available for that employee.

### Length of leave

**(3)** A pregnant employee who is unable to perform an essential function of her job and for whom no appropriate alternative job is available may be required to take a leave of absence from employment only for such time as she is unable to perform that essential function.

### Burden of proof

**(4)** The burden of proving that a pregnant employee is unable to perform an essential function of her job rests with the employer.

R.S., 1985, c. L2, s. 208; R.S., 1985, c. 9 (1st Supp.), s. 10.

### Application



**208.1** Regardless of the time at which an employee makes a request under section 204, the rights and obligations provided under sections 204 and 205 take precedence over the application of subsection 208(2).

1993, c. 42, s. 29.

**Right to notice of employment opportunities**



**209.** Every employee who intends to or is required to take a leave of absence from employment under this Division is entitled, on written request therefore, to be informed in writing of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified, and on receiving such a request every employer of such an employee shall so inform the employee.

R.S., 1985, c. L2, s. 209; R.S., 1985, c. 9 (1st Supp.), s. 10.

**Resumption of employment in same position**



**209.1** Every employee who takes or is required to take a leave of absence from employment under this Division is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced, and every employer of such an employee shall, on the expiration of any such leave, reinstate the employee in that position.

**Comparable position**

(2) Where for any valid reason an employer cannot reinstate an employee in the position referred to in subsection (1), the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

**Wages and benefits affected by reorganization**

(3) Where an employee takes leave under this Division and, during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that that employee would have been entitled to receive had that employee been working when the reorganization took place.

**Notice of changes in wages and benefits**

(4) The employer of every employee who is on a leave of absence from employment under this Division and whose wages and benefits would be changed as a result of a reorganization referred to in subsection (3) shall notify the employee in writing of that change as soon as possible.

R.S., 1985, c. 9 (1st Supp.), s. 10.

## Right to benefits



**209.2** (1) The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment under this Division shall accumulate during the entire period of the leave.

### Contributions by employee

(2) Where contributions are required from an employee in order for the employee to be entitled to a benefit referred to in subsection (1), the employee is responsible for and must, within a reasonable time, pay those contributions for the period of any leave of absence under this Division unless, before taking leave or within a reasonable time thereafter, the employee notifies the employer of the employee's intention to discontinue contributions during that period.

### Contributions by employer

(2.1) An employer who pays contributions in respect of a benefit referred to in subsection (1) shall continue to pay those contributions during an employee's leave of absence under this Division in at least the same proportion as if the employee were not on leave unless the employee does not pay the employee's contributions, if any, within a reasonable time.

### Failure to pay contributions

(3) For the purposes of calculating the pension, health and disability benefits of an employee in respect of whom contributions have not been paid as required by subsections (2) and (2.1), the benefits shall not accumulate during the leave of absence and employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

### Deemed continuous employment

(4) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Division, other than benefits referred to in subsection (1), employment on the employee's return to work shall be deemed to be continuous with employment before the employee's absence.

R.S., 1985, c. 9 (1st Supp.), s. 10, c. 43 (3rd Supp.), s. 1.

### Effect of leave



**209.21** Notwithstanding the provisions of any income replacement scheme or any insurance plan in force at the workplace, an employee who takes a leave of absence under this Division is entitled to benefits under the scheme or plan on the same terms as any employee who is absent from work for health related reasons and is entitled to benefits under the scheme or plan.

1993, c. 42, s. 30.

**Status of certificate**



**209.22** A medical certificate given pursuant to this Division is conclusive proof of the statements contained therein.

1993, c. 42, s. 30.

**Prohibition**



**209.3** No employer shall dismiss, suspend, lay off, demote or discipline an employee because the employee is pregnant or has applied for leave of absence in accordance with this Division or take into account the pregnancy of an employee or the intention of an employee to take leave of absence from employment under this Division in any decision to promote or train the employee.

R.S., 1985, c. 9 (1st Supp.), s. 10.

**Regulations**



**209.4** The Governor in Council may make regulations

(a) specifying the absences from employment that shall be deemed not to have interrupted continuous employment referred to in sections 206 and 206.1;

(b) specifying what does, or does not, constitute an essential function of a job referred to in section 208; and

(c) specifying what does not constitute a valid reason for not reinstating an employee in the position referred to in subsection 209.1(2).

R.S., 1985, c. 9 (1st Supp.), s. 10; 1993, c. 42, s. 31.

**Application of section 189**



**209.5** Section 189 applies for the purposes of this Division.

R.S., 1985, c. 9 (1st Supp.), s. 10.

## Technological Change

### Definition of "technological change"

**51. (1)** In this section and sections 52 to 55, "technological change" means

(a) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and

(b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

### Application of sections 52, 54 and 55

(2) Sections 52, 54 and 55 do not apply, in respect of a technological change, to an employer and a bargaining agent who are bound by a collective agreement where

(a) the employer has given to the bargaining agent a notice in writing of the technological change that is substantially in accordance with subsection 52(2),

(i) prior to the day on which the employer and the bargaining agent entered into the collective agreement, if the notice requiring the parties to commence collective bargaining for the purpose of entering into that collective agreement was given pursuant to section 48, or

(ii) not later than the last day on which notice requiring the parties to commence collective bargaining for the purpose of entering into the collective agreement could have been given pursuant to subsection 49(1), if the notice was given under that subsection;

(b) the collective agreement contains provisions that specify procedures by which any matters that relate to terms and conditions or security of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement; or

(c) the collective agreement contains provisions that

(i) are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and



(ii) specify that sections 52, 54 and 55 do not apply, during the term of the collective agreement, to the employer and the bargaining agent.

R.S., c. L1, s. 149; 1972, c. 18, s. 1.

**Notice of technological change**

**52.** (1) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement at least one hundred and twenty days prior to the date on which the technological change is to be effected.

**Contents of notice**

(2) The notice referred to in subsection (1) shall be in writing and shall state

(a) the nature of the technological change;

(b) the date on which the employer proposes to effect the technological change;

(c) the approximate number and type of employees likely to be affected by the technological change;

(d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and

(e) such other information as is required by the regulations made pursuant to subsection (4).

**Details of proposed change**

(3) An employer who has given notice under subsection (1) to a bargaining agent shall, on request from the bargaining agent, provide the bargaining agent with a statement in writing setting out

(a) a detailed description of the nature of the proposed technological change;

(b) the names of the employees who will initially be likely to be affected by the proposed technological change; and

(c) the rationale for the change.

#### **Regulations of Governor in Council**

(4) The Governor in Council, on the recommendation of the Board, may make regulations

(a) specifying the number of employees or the method of determining the number of employees that shall, in respect of any federal work, undertaking or business, be deemed to be "significant" for the purposes of subsections (1) and 54(2); and

(b) requiring any information in addition to the information required by subsection (2) to be included in a notice of technological change.

R.S., c. L1, s. 150; 1972, c. 18, s. 1; 1984, c. 39, s. 29.

#### **Application for order respecting technological change**

**53.** (1) Where a bargaining agent alleges that sections 52, 54 and 55 apply to an employer in respect of an alleged technological change and that the employer has failed to comply with section 52, the bargaining agent may, not later than thirty days after the bargaining agent became aware, or in the opinion of the Board ought to have become aware, of the failure of the employer to comply with section 52, apply to the Board for an order determining the matters so alleged.

#### **Order respecting technological change**

(2) On receipt of an application for an order determining the matters alleged under subsection (1) and after affording an opportunity for the parties to make representations, the Board may, by order,

(a) determine that sections 52, 54 and 55 do not apply to the employer in respect of the alleged technological change; or

(6) determine that sections 52, 54 and 55 apply to the employer in respect of the alleged technological change and that the employer has failed to comply with section 52 in respect of the technological change.

**Idem**

(3) The Board may, in any order made under paragraph (2)(b), or by order made after consultation with the parties pending the making of any order under subsection (2),

(a) direct the employer not to proceed with the technological change or alleged technological change for such period, not in excess of one hundred and twenty days, as the Board considers appropriate;

(b) require the reinstatement of any employee displaced by the employer as a result of the technological change; and

(c) where an employee is reinstated pursuant to paragraph (b), require the employer to reimburse the employee for any loss of pay suffered by the employee as a result of his displacement.

**Order deemed notice**

(4) An order of the Board made under paragraph (2)(b) in respect of an employer is deemed to be a notice of technological change given by the employer pursuant to section 52, and the Board shall concurrently, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection 54(1).

R.S., 1985, c. L2, s. 53; 1998, c. 26, s. 26.

**Application for order to serve notice to bargain**

**54.** (1) Where a bargaining agent receives notice of a technological change pursuant to section 52, the bargaining agent may, in order to assist the employees affected by the change to adjust to the effects of the change, apply to the Board, within thirty days after the date on which it receives the notice, for an order granting leave to serve on the employer a notice to commence collective bargaining for the purpose of

(a) revising the existing provisions of the collective agreement by which they are bound that relate to terms and conditions or security of employment; or

(b) including new provisions in the collective agreement that relate to terms and conditions or security of employment.

**Order to serve notice to bargain**

(2) Where the Board has received from a bargaining agent an application for an order under subsection (1), and it is satisfied that the technological change in respect of which the bargaining agent has received notice given pursuant to section 52 is likely, substantially and adversely, to affect the terms and conditions or security of employment of a significant number of employees to whom the collective agreement between the bargaining agent and the employer applies, the Board may, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection (1).

R.S., c. L1, s. 152; 1972, c. 18, s. 1.

**Conditions precedent to technological change**

**55.** Where a bargaining agent applies to the Board for an order under subsection 54(1), the employer in respect of whom the application is made shall not effect the technological change in respect of which the application is made until

(a) the Board has made an order refusing to grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining; or

(b) the Board has made an order granting leave to the bargaining agent to serve on the employer a notice to commence collective bargaining and

(i) an agreement has been reached as a result of collective bargaining, or

(ii) the requirements of paragraphs 89(1)(a) to (d) have been met.

R.S., c. L1, s. 153; 1972, c. 18, s. 1.

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