

COLLECTIVE AGREEMENT 4

BETWEEN



AND THE

**CANADIAN AIRLINE
DISPATCHERS ASSOCIATION**



REPRESENTING FLIGHT DISPATCHERS

Term of Agreement:

February 1, 2012- January 31, 2014

13345 (04)



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, 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 "Association" shall mean the Canadian Airline Dispatchers Association (CALDA).
- 3.03 "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.
- 3.04 A "Calendar Week" is the period between midnight on Saturday and midnight on the immediately following Saturday.
- 3.05 "Certificate" shall mean the Canadian Aviation Document held by a qualified Flight Dispatcher in accordance with the Canadian Aviation Regulations.
- 3.06 "Company" shall mean Bradley Air Services Ltd., carrying out business as First Air.
- 3.07 "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.
- 3.08 "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.
- 3.09 "Flight" shall mean any aircraft whose intended movement is positively recognized by a specific flight identifier (ie: flight number, aircraft registration, etc.).
- 3.10 "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 Manual.
- 3.11 "Grievance" shall mean any difference arising out of the interpretation, application, administration or alleged violation of this Agreement.
- 3.12 "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.

- 3.13 "Night Shift" is a shift which is scheduled to extend through 00:00 Local Time.
- 3.14 "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.
- 3.15 "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 Manual.
- 3.16 "Pay Period" shall mean fourteen (14) consecutive days, Saturday through Friday.
- 3.17 A "Shift Block" shall mean any series of consecutive scheduled days of work regardless of the number of days scheduled.
- 3.18 "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.
- 3.19 "Week" shall be defined as any consecutive seven (7) day period.
- 3.20 "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.
- 3.21 "Work Schedule" shall be the table of qualified employees with assignments of hours and days of work.

ARTICLE 4 - RATES OF PAY

4.01 The following hourly rates are the CALDA Pay Levels:

Level	As of February 1, 2012	As of February 1, 2013
1	\$20.75 per hour	\$20.90 per hour
2	\$22.88 per hour	\$23.05 per hour
3	\$24.79 per hour	\$24.98 per hour
4	\$26.32 per hour	\$26.52 per hour
5	\$28.00 per hour	\$28.21 per hour
6	\$29.55 per hour	\$29.77 per hour
7	\$31.00 per hour	\$31.23 per hour
8	\$32.25 per hour	\$32.49 per hour
9	\$33.70 per hour	\$33.95 per hour
10	\$34.20 per hour	\$34.46 per hour
11	\$34.97 per hour	\$35.23 per hour

4.02 Dispatchers in Training will begin at Level 1. Once the employee has become a qualified (ie: certified) Flight Dispatcher he shall move to Level 2 of the pay scale.

4.03

- (a) Employees will receive a level increase on the first of the month following their anniversary date of becoming a Certified Flight Dispatcher and upon successful completion of their annual certification.
- (b) In the event that the Flight Dispatcher fails the annual recertification, the level increase will take effect on the first of the month following the successful completion of the recertification. This will not affect the anniversary date for any future level increase.

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 his regular pay, a shift premium of forty dollars (\$40.00) 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 his regular pay, a shift premium of seventy dollars (\$70.00) 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-five dollars (\$45.00) 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 itemized statement of their salary, overtime, and other supplementary pay and deductions will be made available.

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. The committee shall consist of two representatives from the Association, the Chief Dispatcher, Manager of Dispatch, the VP or Director of Flight Operations, and a representative from Human Resources. They may add additional resources as may be required. The committee will meet semi-annually, on March 1 and September 1 of each year. These dates may be changed by mutual consent of both parties. The mandate of the committee is to analyze the workload, and make useful recommendations to this effect.
- 5.03 A full year, tentative Work Schedule shall be posted prior to October 1st 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 fourteen (14) 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 5th, 6th, or 7th hour after commencement of a shift. If it is determined by the Controlling Flight Dispatcher and the Chief Dispatcher or Manager, Dispatch that workload precludes taking a lunch break in the 5th, 6th, or 7th hour, an effort will be made by the Chief Dispatcher or Manager, Dispatch to provide a thirty (30) minute

lunch in the 8th or 9th hour. If that employee is unable to take the 0.5 hours unpaid lunch, he would be entitled to be paid an additional 0.5 hours for his day worked and Article 8.02 shall apply.

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. Both parties to the shift trade must submit a request by email (ie: if by single email message, both parties must be included in the email address section) and once it is 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 approved by Management. 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 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.

All familiarization flights shall be scheduled in accordance with the provisions contained in the Flight Dispatch Manual.

- 5.17 Time at Company requested meetings are considered work time. Employees will be compensated a minimum of three and one half (3.5) hours pay to attend a meeting on their time off.
- 5.18 No Flight Dispatcher shall be required to be on call. On call may be offered based on operational requirements, only if the Manager of Dispatch and Chief Dispatcher are unavailable. On call status may be offered on a voluntary basis to Flight Dispatchers, and assigned on the basis of seniority. The affected employee shall receive forty dollars (\$40.00) for each day on call. An employee on call must be available to report to work if called. Should an employee be required to report to work, he or she will be paid the on call premium in addition to any hours worked. In the event of a call-in, no Flight Dispatcher shall be required to work a split duty day, nor permitted to work in excess of seventeen (17) hours in a twenty-four (24) hour period. In addition, minimum crew rest rules shall apply. The Company may provide a cell phone.
- 5.19 When a Flight Dispatcher is required to be displaced by the Manager, 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.

- 5.23 Where a Flight Dispatcher has been appointed by management to act as Chief Dispatcher or Manager, Dispatch, on a temporary basis for at least one day, that Flight Dispatcher shall be paid an additional twenty dollars (\$20.00) for the day he spent covering those duties. This clause only applies when the incumbent Chief Dispatcher or Manager, Dispatch is absent from work.
- 5.24
- (a) Where a Flight Dispatcher is on a scheduled AD shift, and is advised by the Manager, Dispatch or the Chief Dispatcher of a change to the originally scheduled start time within fourteen (14) days, the Flight Dispatcher scheduled for the AD shift may displace a less senior Flight Dispatcher scheduled on that day. If the Flight Dispatcher chooses to displace as per this article, he shall not be eligible for the premium in article 5.06.
 - (b) Management may deny displacement rights when the change is within forty-eight (48) hours.
- 5.25 In the event of layoff/dismissal/resignation, Management will consult with the Association to ensure that available shifts are distributed equally in accordance with the collective agreement.

ARTICLE 6 - VACATION

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

Length of Service	Vacation Time Earned	% of Salary Paid
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%

Should the allotment for Southern-Based employees in the First Air Human Resources Manual increase beyond the allotment above, CALDA members shall be entitled to this increase.

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 must take their vacation in that current Calendar Year, where possible. New employees must have the opportunity to bid in two (2) or three (3) day blocks, provided they are available. If the employee is unable to take the amount accrued in the first year of employment due to unavailability of two (2) or three (3) day blocks, 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 vacation bidding year is defined as January 6th to January 5th.

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

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

- (d) A vacation block will coincide with the Work Cycle and the number of days that are necessary to run through the entire Work Cycle.
 - (e) 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. In the absence of such restrictions, a vacation bid may not exceed twelve (12) shifts.
 - (f) Vacation bids will be awarded in order of CALDA seniority.
 - (g) 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.
 - (h) Vacation blocks will be awarded before individual days of vacation may be awarded.
 - (i) Vacation bids must be completed by December 1st and Management will award all vacation by December 15th.
 - (j) 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, 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 fifty-seven and one half (57.5) hours to the following calendar year, with the exception of those employees affected by Article 6.02.
- 6.15 Subject to operational requirements, when a previously bid vacation period becomes available, it will be offered to Flight Dispatchers in order of seniority. The available vacation must be exchanged for the Flight Dispatcher's first bid only. Each Flight Dispatcher will only have one opportunity to exchange his vacation, assuming his first bid has not already been taken as vacation. In other words, if a Flight Dispatcher has already taken his first bid as vacation, he will be bypassed. When a Flight Dispatcher exchanges vacation, as per this Article, his old vacation days will then be offered down in seniority, for the first bid only. After the first pass, a second pass will be conducted whereby any remaining vacation from the first pass will be made available in order of seniority to those Flight Dispatchers who have vacation carry-over as per Article 6.14.

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 must take the statutory holiday allotment in that current calendar year, where possible. 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 The Manager, Dispatch or the Chief Dispatcher 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
- i) For the purposes of shift extension, overtime will be offered to Flight Dispatchers on duty, using the CALDA Seniority list. It must then be offered to all available off duty Dispatchers as per the Seniority list, prior to extending the most junior Dispatcher. Due to the normally short notice under which this circumstance could arise, should an off duty Dispatcher not answer their phone, there will be no requirement by Management to leave a message and the call-in will immediately move down the seniority list. Should the proposed extension be two (2) hours or less, Management shall not be obliged to contact off duty Dispatchers
 - ii) Other than shift extension, overtime will be offered to the most senior Flight Dispatcher on the CALDA Seniority list with the least amount of credited overtime. This list shall be reset at the beginning of every calendar year. Neither the Association nor the Company will be held responsible for any errors on this list.

Changes to this methodology may be made if agreed to by Management and the Association.

- 8.04 In unforeseen situations that are not covered by regulations, which call for immediate action and which could not be 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. For the purposes of this Article, the vacation period is deemed to cover the period from the end of the last scheduled day worked prior to the start of vacation, to the end of the last scheduled day off prior to returning to work.

- 8.06 Where meals cannot be provided by other means, a meal allowance of fourteen dollars (\$14.00) 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 fourteen dollars (\$14.00). 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 and premiums 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 payday. 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 1st 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 (5th) month of the probation period, and before the end of the eighth (8th) month as applicable. Management agrees to meet with the Association to discuss the contents of the fifth (5th) month assessment, and eighth (8th) 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) When a member of the Employee's immediate family dies, the Employee shall be entitled to a bereavement period of seven (7) consecutive calendar days away from work commencing from the date of death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- (b) "Immediate family member" is defined as any of the following members of an Employee's or their spouse's family (including common law spouse or same sex partner):
- Spouse
 - Parent (including step-parent)
 - Sibling (including step-sibling)
 - Child (including step-child)
- (c) Upon the death of a grandparent of the Employee or the Employee's spouse (including common law spouse or same sex partner), or of a relative of the Employee living with the Employee, the Employee is entitled to a bereavement period of five (5) consecutive calendar days away from work commencing from the date of death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- (d) Upon the death of a grandchild of the Employee, the Employee is entitled to a bereavement period of three (3) consecutive calendar days away from work commencing from the date of death. During such period, the Employee shall be paid for those days which were scheduled to be worked.
- (e) At the discretion of Management, time off with pay in excess of that specified above may be granted.

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

- (a) 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.
- (b) No Flight Dispatcher shall be required to work night shift during their third trimester. In order to exercise this provision, the Dispatcher must advise Management at least thirty (30) days prior.

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, 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, 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.
- (e) Should an employee not return to work upon reinstatement as per 11.08 a), his employment may be terminated.

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, Dispatch and shall thereafter promptly advise the Manager, 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. The Company will provide the employee with ten (10) calendar days to notify the Manager, Dispatch of his intentions. Employees recalled from a lay-off will be re-trained and re-qualified at the Company's expense. The Employee will be paid appropriately from the effective date of return to employment.
- 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 - GRIEVANCE PROCEDURES

- 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, 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, Dispatch, a satisfactory 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, Dispatch or his designate will hold a meeting within fifteen (15) calendar days of the receipt of the written Grievance.
 - (b) The Manager, 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 Human Resources or his designate within ten (10) calendar days of receipt of the Company's decision at Level One.
 - (b) The Director of Human Resources or his designate will hold a hearing within fifteen (15) calendar days of the receipt of the appeal.
 - (c) The Director of Human Resources 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.
- 15.11 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.
- 15.12 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.
- 15.13 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.
- 15.14 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.
- 15.15 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.
- 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 On January 1st of each year, all Full Time employees will receive 88 hours of Sick Leave. An employee may carry over up to a maximum of twenty-four (24) hours of unused Sick Leave into the next calendar year. However, an employee may not have more than one hundred and twelve (112) hours of Sick Leave in his sick bank at any time.
- 17.02 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.
- 17.03 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.
- 17.04 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.
- 17.05 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.
- 17.06 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 work days, where attendance on quarterly attendance reports is below the Flight Dispatcher department average, 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. Where possible, 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 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.
- 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.
- (f) 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 Manual, Flight 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 ID 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 a Restricted Area Identity Card. Failure to obtain and retain this pass will be grounds for dismissal with cause. All Restricted Area Identity Card holders must attend an initial briefing on Canadian Aviation Security Regulations.

20.09 **Vehicle Parking**

The company will ensure parking is available for the Flight Dispatch members reporting for operational duties. 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

In the event the Company acquires a new type of aircraft, the Company will advise the Association as soon as reasonably possible.

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, the following schedules shall apply:

≤ \$50	Deducted in full on Employee's next available paycheque.
> \$50 and < \$100	Deductions spread over the next two (2) available pay periods.
Between \$100 and \$400	Deductions spread over the next four (4) available pay periods.
≥ \$400	Deductions spread over the next eight (8) available pay periods.

The Company will notify the Employee, in writing, no less than fourteen (14) days prior to commencing payroll deductions. In exceptional circumstances the Company may agree to extend the repayment plan.

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 restrictions and limitations, or 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 Article which 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.

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 - ASSOCIATION LEAVE

21.01 Association Leave

- (a) The Company will pay for time lost from duty by the following Association officers, when involved in the following activities related exclusively to First Air employees:
- Discipline hearings – 1 Association Representative
 - Management-initiated discussions/meetings – up to 2 Association Representatives
 - Grievance Hearings – 1 Association Representative
 - Company Health and Safety Meetings – 1 Association Representative
- (b) Where CALDA representative(s) require time off from their regular duties in order to carry out Association duties, it is the obligation of the representative(s) to afford as much notice as possible to management of such need and to clear in advance their activities.
- (c) For time spent conducting Association business, the affected representative shall continue to be paid his regularly scheduled hours. The Association will be billed for any time spent conducting Association business, except in circumstances where the Company has agreed, in writing, to absorb the cost. The time billed back to the Association will be actual time used for completion of business at the Association Representative's regular rate of pay, at straight time.
- (d) In addition to any time specifically allotted for in this Agreement, the Company will allow for representatives to conduct Association business up to a maximum of twenty-four (24) hours per calendar year. These hours will be placed in a bank at the beginning date of each year of this Collective Agreement, and any unused hours may be carried over to the following year, to a maximum of eighty (80) hours. Subject to Management approval and no additional cost being incurred by the Company, CALDA may utilize these hours for membership development.

ARTICLE 22 - HEALTH AND SAFETY

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

22.02 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 23 - TRAINING AND RETRAINING

- 23.01 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.
- 23.02 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.
- 23.03 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.
- 23.04 Initial and recurrent competency checks may be on any desk or any shift.

23.05 **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. Whenever possible, this two (2) week period will occur prior to the commencement of On-the-Job Training.
- (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 may 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 (2nd) 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.

23.06 Current Flight Dispatcher

- (a) All Flight Dispatchers will attend and complete annual recurrent training and complete a written examination.
- (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 (2nd) written exam. If the Flight Dispatcher fails his second (2nd) 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 (2nd) competency check. The second (2nd) 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 (2nd) competency check, his situation will be reviewed by the Director of Flight Operations, which may result in the termination of employment.
- (f) If, after failure, an employee requests CALDA representation or support, a CALDA representative may contact the Company for additional information.

23.07 All competency check standards and those over and above the CARs that are unique to First Air will be published. Both of these documents will be made available to the Association.

23.08 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.

- 23.09 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.
- 23.10 All applicable computer training will be provided to all employees as required.
- 23.11 All reference material will be made available after training.
- 23.12 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.
- 23.13 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 Article 4.06.
- 23.14 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 Article 8.02.
- 23.15 All training and retraining for Flight Dispatchers will be outlined in the Flight Dispatch Manual.
- 23.16 Classroom training shall not be scheduled to be greater than eight (8) hours, unless mutually agreed to by the Company and the Association. Flight Dispatchers may be required to work their full scheduled hours for that day.

ARTICLE 24 - CHECK DISPATCHER

- 24.01 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.
- 24.02 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.
- 24.03 The Check Dispatcher will receive additional compensation when performing Check Dispatcher responsibilities, as per clause 4.07.
- 24.04 The Company will incur all costs associated with the appointment of the Check Dispatcher.
- 24.05 The Check Dispatcher when performing Check Dispatch responsibilities will adhere to all Company and CARs standards as published.
- 24.06 At least one (1) Check Dispatcher shall be a bargaining unit member.

ARTICLE 25 – CHIEF DISPATCHER

- 25.01 The Chief Dispatcher shall be a qualified Flight Dispatcher awarded the position by the Manager, 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;
- 25.02 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, 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 the Flight Dispatch Manual;
- 25.03 The Chief Dispatcher position shall be filled by an employee who has a minimum of two (2) years of First Air Flight Dispatch service;
- 25.04 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 Articles 5.19, 5.20 and 5.21;
- 25.05 A Chief Dispatcher's vacation bidding shall remain outside the normal vacation bidding process and will be organized by the Manager, Dispatch with due consideration to the ongoing requirements for management support of the Flight Dispatch Department;
- 25.06 Notwithstanding Article 25.04 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
- 25.07 The Chief Dispatcher shall continue to pay CALDA dues and accrue seniority for the purposes of returning to the bargaining unit.

ARTICLE 26 – MANAGER, DISPATCH

- 26.01 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;
- 26.02 The Manager, 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, Dispatch shall rotate sequentially through the Flight Dispatch work stations. The displacement provisions are covered by Articles 5.19, 5.20 and 5.21.;
- 26.03 If a shift is available, and all qualified Dispatchers and Chief Dispatchers have been offered the shift and the shift remains open, the Manager, Dispatch may work that shift; and
- 26.04 The Manager, Dispatch will pay CALDA dues and will accrue seniority for the purposes of returning to the bargaining unit;
- 26.05 Should the Manager, Dispatch exercise the option to return to Dispatch, every reasonable effort will be made to promote from within the bargaining unit prior to external posting to minimize displacement of current Dispatchers.

ARTICLE 27 – GROUP REGISTERED RETIREMENT SAVINGS PLAN (GRRSP)

- 27.01 Flight Dispatchers will be entitled to participate in the Company-Wide GRRSP effective July 1, 2001.
- 27.02 The Company will establish policies and rules concerning the GRRSP.

ARTICLE 28 - RENEWAL AND TERMINATION OF AGREEMENT

- 28.01 This Agreement shall become effective on February 1, 2012 and will continue in full force until midnight on January 31st, 2014.
- 28.02 The parties acknowledge that any changes to the terms and conditions of employment shall only come into force and effect from February 1, 2012.
- 28.03 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 will 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 _____ day of May 2013.

For:
First Air

For:
The Canadian Airline Dispatchers
Association

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

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 Flight Dispatch 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.

The parties have signed this Agreement on the 31st day of March, 2003.

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

The purpose of this Letter of Understanding (LOU) is to add a standard workweek to the to the existing dispatcher shift pattern. The standard workweek, an eight and one-half (8.5) hour shift, will be referred to as "M" shift and will allow for coverage during peak periods.

Re: "M" Shift

1. The "M" shift Flight Dispatcher will be entitled to receive 9 statutory holidays at 8 hours (9 days x 8 hours) = 72hrs plus the Flight Dispatcher's yearly vacation allotment.
2. The "M" shift Flight Dispatcher may bid a minimum of one (1) week vacation to a maximum of three (3) weeks vacation bidding.
3. The "M" shift Flight Dispatcher will normally be scheduled to work Monday to Friday; however, this may change depending on operational requirements.
4. The "M" shift Flight Dispatcher's bidding shall remain outside the normal vacation bidding process. Vacation coverage for the "M" shift Flight Dispatcher will be coordinated as follows:
 - i. With Chief Dispatcher (i.e. the Chief Dispatcher will cover the vacation of the "M" shift Flight Dispatcher)
 - ii. Remaining vacation coverage will be organized with available personnel. Available personnel will be determined by operational requirements.
 - iii. With consideration of operational requirements, remaining vacation coverage will be posted for overtime in accordance to Article 8.03 of the current CALDA contract
5. The "M" shift Flight Dispatcher may only carry over a maximum of forty (40) hours vacation to the following calendar year.
6. The "M" shift Flight Dispatcher will be scheduled a minimum of 2080 hours per calendar year. The "M" shift will normally be a standard working day as per Article 5.07.
7. The "M" shift Flight Dispatcher will normally report for duty at 0545L and be required to stay on duty until 1415L. The "M" shift flight dispatcher will not normally be scheduled to work night shifts (2200L through 0545L).
 - i. First Air will consult with CALDA prior to changing the hours of the "M" shift Flight Dispatcher schedule.
8. The "M" shift Flight Dispatcher may be extended for operational reasons in accordance with Article 8.07.

9. The "M" shift Flight Dispatcher shall normally be rotated sequentially through all flight dispatch operational desks.
10. The "M" shift Flight Dispatcher shall not be permitted to conduct shift trades unless approved by the Manager of Flight Dispatch or his designate.
11. Employees will be required to bid for the "M" shift for the duration of this Collective Agreement.
 - i. In the event that the "M" shift Flight Dispatcher is no longer with the Company, and/or absent for an extended and indeterminate period of time, the "M" shift will be reintroduced for bidding.
12. All other terms and conditions of the current Agreement shall apply, unless otherwise stated in this LOU.
13. The Company and CALDA will review this LOU anytime up to and including six (6) months from the date of signing approval.
 - i. This LOU will remain in effect for the duration of this Collective Agreement unless otherwise agreed to by the Company and CALDA.

The parties have signed this Agreement on the 30th day of January, 2011.

Letter of Understanding # 3
Between
First Air (Employer)
And
Canadian Airline Dispatchers Association (CALDA) (Association)

RE: ASSOCIATION/MANAGEMENT MEETINGS

- (a) The Company agrees that within sixty (60) days of ratification of this agreement to meet with the Association to discuss their concerns with current work processes. This meeting will serve to identify key departments, whose representatives will be invited to attend future meetings. This meeting will also establish a tentative schedule for these future meetings.
- (b) The goal of these subsequent meetings will be to improve communications between departments and to increase efficiencies in the Company's core operation.
- (c) A representative from Human Resources shall be present in order to help facilitate these meetings.

The parties have signed this Agreement on the 10th day of July, 2008.