



MEMORANDUM OF AGREEMENT

BETWEEN

AEROPLAN CANADA INC

AND THOSE EMPLOYEES  
IN THE SERVICE OF

AEROPLAN CANADA INC

AS REPRESENTED BY THE

NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA  
(CAW-CANADA)

EFFECTIVE: NOVEMBER 15<sup>th</sup>, 2009 – NOVEMBER 14<sup>th</sup>, 2012

**14021(01)**

**THIS COLLECTIVE AGREEMENT IS THE PROPERTY OF:**

**PLEASE PRINT**

Surname\_\_\_\_\_

Given/First Name\_\_\_\_\_

Address\_\_\_\_\_

City\_\_\_\_\_

Province\_\_\_\_\_

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## **Article 1    PURPOSE OF AGREEMENT AND DEFINITIONS**

- 1.01            The purpose of this agreement is in the mutual interest of the Company and the employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully both individually and collectively for the advancement of that purpose.
- 1.02            The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike, and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement.
- 1.03            In view of the orderly procedure established by this Agreement as required by the Code for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout, either complete or partial.
- 1.04            **DEFINITIONS:** The following words, as used throughout the Agreement, shall convey the meaning appended to them.
- 1.04.01        **Agreement** - means the Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and accredited Union Officers/ Representatives.
- 1.04.02        **Base** – means geographical area served by the company where employees are employed.
- 1.04.03        **Classification** - means a classification as defined in Article 4.
- 1.04.04        **Company** - means Aeroplan Canada Inc (also referred to as Aeroplan) as represented through Officers and Management at various levels or their delegated representatives.
- 1.04.05        **Employee** - means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.04.06        **Holiday** - means both paid general holidays, as provided for in the Canada Labour Code, and any additional negotiated paid holidays as listed in Article 13.01.
- 1.04.07        **In Writing** – means any form of paper or electronic communication. (Email/System notification)

- 1.04.08      **Language Requirement** - for the purpose of this Agreement shall refer to French/English bilingual requirements.
- 1.04.09      **Requirements of the Service** - means a situation which calls for immediate action and which could not be predicted nor pre-planned for.
- 1.04.10      **Shift** - means a scheduled period of time within a day, as described in a Work Schedule or Sub-Schedule, for which an employee is required to be present.
- 1.04.11      **Status** – shall mean Full-Time & Part-Time
- 1.04.12      **Supervisory Personnel** - means any Company personnel whose duties include the administrative supervision of others, and who are not covered by the Agreement.
- 1.04.13      **Union** - means National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local 2002.
- 1.04.14      **Vertical Lines** - means a revision effective with the current Agreement. A single vertical line denotes an editorial change. A double vertical line denotes a negotiated revision effective with the current Agreement.
- 1.04.15      **Work Schedule** - means a projection of all scheduled shifts at a base with regard to scheduled days on and days off, including shift starting and terminating times.

End

## **Article 2     UNION RECOGNITION**

- 2.01            The Company recognizes the Union as the sole bargaining agent for all employees covered by this Agreement, as defined in Article 1.04.
- 2.02            Hours of work, wages and other conditions of employment, as governed by this Agreement, apply only to those employees within the territorial limits of Canada, and those classifications specifically mentioned hereinafter.
- 2.03            The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement, unless specifically provided for herein.

NOTE 1: Management Trainees at a Base are exempt from this provision for a period not to exceed thirty (30) days, provided such Management Trainees are not assigned as a contingent part of the employee work force.

NOTE 2: Management personnel shall be exempt from this provision when the requirements of the service, as defined in Article 1.04.11, are such that customer delays or inconveniences could reasonably be expected to occur without their intervention.

End



### **Article 3      RESERVATIONS OF MANAGEMENT**

- 3.01            The control and direction of the employee work force, including the right to hire, suspend or discharge for cause, terminate, to advance or step back in classification, to reassign, to transfer or lay off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- 3.02            Those enumerations shall not be deemed to exclude other prerogatives not enumerated. Any of the rights, powers or authority the Company had prior to the signing of the first Agreement, are retained by the Company, except those specifically abridged, delegated, granted or modified by this or any supplementary agreements that may be made in the future. It is understood that none of the foregoing shall detract from the right to lodge a grievance or appeal in the manner and to the extent herein provided.
- 3.03            It is expressly understood and agreed that management rights as set out in Articles 3.01 and 3.02 hereof are subject to the provisions of this Agreement, and shall not be exercised in a manner inconsistent herewith.

End

## **Article 4     SCOPE OF AGREEMENT**

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

4.02            **CUSTOMER SALES AND SERVICE AGENT** - Comprises all those employees who perform direct marketing sales and service functions and passenger sales and service functions including handling telephone contacts with the public, including telephone contacts originating from members in the United States, disseminating information, making reservations, processing reservations messages, assembling reservations data, issuing tickets. CSSA will also comprise of employees who perform the function of Lead Agent & Letter Writer.

Note: The principal function of a Lead is to provide leadership, support and direction to a group of employees in the areas of technical expertise, customer service and operational demands while remaining a full working member of that group. Lead Agents shall not be permitted to be directly involved in the discipline of any other employee.

4.03            The Company may reclassify employees or create new or different classifications covering tasks related to or performed under this Agreement. If such classification comes within the recognition or certification of the Union, it is agreed that the Union may open the Agreement and negotiate the wages for such classification, unless the change occurs within ninety (90) days prior to the termination of the Agreement, in which case the new rate will become part of the normal bargaining process.

End

## **Article 5 RATES OF PAY, SHIFT PREMIUMS**

- 5.01 Rates of pay as enumerated are on a weekly basis and are established on the basis of a working week as provided for in Article 6.01.
- 5.02 The Company, at its discretion, may pay higher rates than the graduated scale, but not in excess of the maximum.
- 5.03 A training period of not more than four (4) weeks at the first fifty two (52) week rate may be required before the first fifty two (52) week pay period begins to run out. Scheduled advancement in pay within the salary scales established by this Agreement shall be upon the first day of the pay period following completion of service of each period of fifty two (52) weeks.
- 5.04 RATES OF PAY
- 5.04.01 Customer Sales and Service Agent & Lead Customer Sales and Service Agents

Effective November 15, 2009	Hourly Equivalent	Weekly Rate	Monthly Equivalent
1st 52 week period	13.50	540.00	2,340.00
2nd 52 week period	14.51	580.40	2,515.07
3rd 52 week period	15.53	621.20	2,691.87
4th 52 week period	16.54	661.60	2,866.93
5th 52 week period	17.55	702.00	3,042.00
6th 52 week period	18.61	744.40	3,225.73
7th 52 week period	19.58	783.20	3,393.87
8th 52 week period	21.14	845.60	3,664.27
9th 52 week period	22.72	908.80	3,938.13
10th 52 week period	25.32	1,012.80	4,388.80

Effective November 14, 2010	Hourly Equivalent	Weekly Rate	Monthly Equivalent
1st 52 week period	13.77	550.80	2,386.80
2nd 52 week period	14.80	592.00	2,565.33
3rd 52 week period	15.84	633.60	2,745.60
4th 52 week period	16.87	674.80	2,924.13
5th 52 week period	17.90	716.00	3,102.67
6th 52 week period	18.98	759.20	3,289.87
7th 52 week period	19.97	798.80	3,461.47
8th 52 week period	21.56	862.40	3,737.07
9th 52 week period	23.17	926.80	4,016.13
10th 52 week period	25.83	1,033.20	4,477.20

Effective November 13, 2011	Hourly Equivalent	Weekly Rate	Monthly Equivalent
1st 52 week period	14.05	562.00	2,435.33
2nd 52 week period	15.10	604.00	2,617.33
3rd 52 week period	16.16	646.40	2,801.07
4th 52 week period	17.21	688.40	2,983.07
5th 52 week period	18.26	730.40	3,165.07
6th 52 week period	19.36	774.40	3,355.73
7th 52 week period	20.37	814.80	3,530.80
8th 52 week period	21.99	879.60	3,811.60
9th 52 week period	23.63	945.20	4,095.87
10th 52 week period	26.35	1,054.00	4,567.33

5.04.02

Lead Customer Sales and Service Agents & Letter Writer	Premium
1st 12 months of assignment	8% of employee's current rate
After completion of 1st 12 months of assignment	10% of employee's current rate

5.05.01

All hours not worked will be recorded and the applicable time debits will be made on an hourly basis by the amount of the applicable hourly rate, and the number of hours so deducted, as well as the number of hours credited as overtime/recall, shall be shown on a pay statement accompanying such pay cheque.

End

**Article 6      HOURS OF WORK, WORK SCHEDULES AND SUB-SCHEDULES, TRANSFER WITHIN A BASE, MEAL AND REST PERIODS, SHIFT TRADES**

**6.01            HOURS OF WORK**

6.01.01        The standard working week shall be forty (40) hours. The standard working day shall be eight (8) consecutive hours including meal and rest periods. Where the standard working day is not practicable, the employee may be scheduled for more than eight (8) hours but not in excess of ten (10) consecutive hours, inclusive of rest periods. In the development of such schedules, no less than two (2) consecutive days off will be scheduled together, unless otherwise agreed by the Company and the Union at the District level.

Note 1:        The date of implementation of 6.01.01 and/or the introduction of new shift pattern under article 6.02.02.02 will be discussed at Headquarter Level however the implementation will occur no later than January 03<sup>rd</sup>, 2010. Until the implementation dates is agreed upon, the standard working week shall be forty-two and one half (42.5) hours and the standard working day shall be of eight and one half (8.5) hours with a thirty (30) minutes unpaid lunch period and shift patterns unchanged.

**6.02            WORK SCHEDULES AND SUB-SCHEDULES**

6.02.01        In dealing with Work Schedules, it is the responsibility of the Company to establish the staffing levels for all work functions and the requirement for various period of the day.

6.02.02        To ensure there is an understanding of the desires of the employees as well as the operational requirements of the Company, Work Schedules or Sub-Schedules will be developed jointly taking into consideration the results from shift surveys created and administered by the Union and the Company at each base. A minimum of 2 Union and 2 Management members will participate. This number may be increased by mutual agreement.

6.02.02.01    Work Schedules may contain shifts/bid lines related to specific groups of employees by base and/or function(s); additionally, relief agents is a function for which separate shifts may be developed.

- 6.02.02.02 The following shift patterns can be implemented in all functions
- 5 days on 2 days off (5x2 = 08:00 Hrs) and
  - 4 days on 3 days off (4x3 = 10:00 Hrs) and/or
  - One of the following:
  - 6 days on 3 days off (6x3 = 08:30 Hrs) or
  - 4 days on 2 days off (4x2 = 08:30 Hrs) or
  - 5 days on 3 days off (5x3 = 09:05 Hrs) or
  - Another shift pattern mutually agreed to
- 6.02.02.03 The number of 4x3 shifts will be based on declared employee interest, but not to exceed 30%.
- 6.02.02.04 Open Bids into work functions will only occur if mutually agreed by the Company and the Union
- 6.02.02.05 Shift schedules and/or bid lines will be selected by seniority order. The union will determine if fixed or rotational schedules will be implemented for all or various functions.
- 6.02.02.06 In the event the joint shift committee is not able to finalize a work schedule, the issue will be referred to the Headquarters of the CAW local 2002 and the company for an expedited resolution.
- If the issue cannot be settled the company will implement a work schedule and the union may proceed to arbitration in accordance with article 17.
- 6.02.03 **SHIFT BIDS**
- 6.02.03.01 Shift bids will be conducted in accordance with the following guidelines and timeframes:
- 6.02.03.02 The shift bid process (posting and bidding) will take place over a period of up to eight (8) calendar days. The shift will be posted for no less than four (4) calendar days.
- Note 1: Until such time as the automated bidding process is implemented, it is agreed that the bidding process will be agreed to at the headquarters' level between the Company and the Union.
- Note 2: The Company will consult the union at the headquarters' level prior to implementing an automated bidding process.
- 6.02.03.03 Implementation of the revised shift schedule will occur no less than seven (7) calendar days after the bid process is completed and published.

- 6.02.03.04 For the purpose of equalization, no less than seventy-two (72) hours notice is required for the alteration of an employees' scheduled days on/off when moving from one shift bid to another.
- 6.02.04 RELIEF SHIFT SCHEDULES
- 6.02.04.01 Agents performing relief functions for support areas will be primarily considered as Phone Agents.
- 6.02.04.02 Relief Agents will be scheduled to replace vacation, illness, preplanned vacancies or day of absences. The decision to replace such vacancies is at the discretion of the company.
- 6.02.05 ADVANCE RELIEF ASSIGNMENT-SUPPORT AREAS;
- 6.02.05.01 Relief for Support areas will be scheduled according to the following guidelines:
- Where relief agents are on a fixed shift:  
Assignment will be done by seniority based on the preference form.
- Where relief agents are on a rotation:  
Assignment will be done by closest required start time based on seniority.
- 6.02.05.02 For statutory holidays Relief Agents will be considered part of the Phone Section requirement unless an alternate process is mutually agreed upon at the local level.
- 6.02.06 DAY OF OPERATIONS RELIEF ASSIGNMENT -SUPPORT AREAS.
- 6.02.06.01 Relief Agents can be called upon to perform tasks within a function they are qualified for regardless of the base shift they are holding or have traded for.
- 6.02.06.02 Where relief agents are on a fixed shift:  
Assignment in or out of the function will be based on the principal of senior volunteer or junior assigned.
- Where relief agents are on a rotation:  
Assignment in to the function will be done by closest required start time by seniority. Assignment out of the function will be done by the most junior with the least remaining time on their shift.

- 6.02.07      **PHONE RELIEF:**
- 6.02.07.01      Where agents are on a fixed shift:  
Employees will be rescheduled based the on the following principal. On the closest shift, granting 1<sup>st</sup> the most senior volunteer or 2<sup>nd</sup> assign the most junior.
- Where agents are on a rotation:  
Assignment will be done by the most senior volunteer. Where there is no volunteer, the most junior agent closest to the required start time will be re-scheduled
- 6.02.08      **Shift and Work Schedule Alterations**
- 6.02.08.01      When an employee's scheduled shift or scheduled shift starting time is altered, the Company will advise the employee in writing, at least forty-eight (48) hours in advance of the starting time of the shift the employee would have worked or the starting time of the shift that the employee will now be working, whichever is the earlier shift. The Company will initially advise the employee orally of the change and then provide confirmation, in advance of the change, in writing, including the reason, with a copy to the Union. The forty-eight (48) hours of advance notice may be reduced if mutually agreed between the Company and the employee.
- 6.02.08.02      The Company shall not alter an employee's scheduled day(s) on/day(s) off, unless it advises the employee in writing at least fourteen (14) days in advance of the starting time of the first shift that the employee would have worked or the first shift that the employee will now be working, whichever is the earlier shift. The fourteen (14) days notice may be reduced if mutually agreed between the Company and the employee. For an employee receiving training the notice may be reduced to seven (7) days.
- 6.03      **TRANSFERS WITHIN A BASE**
- 6.03.01      Vacancies occurring in a work function within a base will be filled in accordance with the following.
- 6.03.01.01      An employee may file a written request to their Operation Manager with a copy to the Union District Chair, to move from one work function to another work function within the base. In filling vacancies, except those vacancies under Article 6.03.01.02, the Company will honour these requests in order of seniority.
- NOTE:      Where lack of ability can be shown after 6 months within their new work function the Company may return the employee to their previous function and any other employee who has been transferred because of the rearrangement of positions will also be returned to their previous function.



- 6.03.01.02 The Company will determine whether it is necessary to fill a temporary vacancy arising from the absence of an employee, however, when the decision is to fill such a vacancy, whenever practical it will be offered to the most senior employee in the base who has requested a transfer to that function.
- 6.03.01.03 The foregoing will not preclude the Company and the Union at the District level from implementing other mutually agreeable procedures which are consistent with local needs. With six (6) months notice, either party may cancel such procedures and return to the basic terms of the Collective Agreement.
- 6.03.01.04 In the application of Articles 6.03.01.01 and 6.03.01.02 vacancies in the "letter writing" function will be filled by the most senior applicant who possesses the necessary qualifications.
- 6.03.02 In the event of a staff reduction within a function, such a reduction will be made in inverse order of seniority with the displaced employee(s) being placed in a vacancy in another function which has not been requested by a more senior employee in accordance with Article 6.03.01.01.
- 6.04 MEAL PERIODS
- 6.04.01 On all full time shift patterns employees shall be entitled to a forty (40) minute paid meal period, scheduled in each shift plus or minus 90 minutes from the midpoint of the scheduled shift, unless otherwise mutually arranged locally between the Company and the Union.
- 6.04.02 In the event an employee is requested by a supervisor to waive a meal period, due to a requirement of the service, or where the authority of a supervisor cannot be obtained to work a meal period, the employee may elect to have the meal period rescheduled during the balance of the shift or receive an overtime credit in lieu thereof, or with the concurrence of management, terminate the shift early by the amount of time equal to the scheduled meal period.
- 6.04.02.01 An employee who is unable to take their meal period within sixty (60) minutes following their scheduled meal period will advise management as soon as possible so other arrangements can be made as per 6.04.02.
- 6.04.03 In bases where an employee(s) desires a longer meal period, this may be provided when there is mutual agreement between the Company and the employee(s), with the concurrence of the Union District Chair. In the event there is an agreement to extend the meal period beyond forty (40) minutes, only forty (40) minutes shall be considered as time worked.

6.05 REST PERIODS

- 6.05.01 Employees shall be entitled to two (2) rest periods on Company time of fifteen (15) minutes each in each full scheduled day. Rest periods shall be scheduled in each half of the work day, but not in conjunction with the meal period. No rest periods shall be scheduled in conjunction with the start or termination of a shift and they shall be scheduled in such a manner so as to provide the benefits for which they are intended.
- 6.05.02 In the event an employee is requested by a supervisor to waive a rest period, due to a requirement of the service, or where the authority of a supervisor to work a rest period cannot be obtained, the employee may elect to have the rest period rescheduled during the balance of the shift or receive an overtime credit in lieu thereof or, with the concurrence of management, terminate the shift early by the amount of time equal to the scheduled rest period.
- 6.05.03 Employees who work overtime consecutive with their shift will be granted a rest period of fifteen (15) minutes on Company time during the first four (4) hours worked.
- 6.05.04 Employees who report to work a recall will be granted a rest period of fifteen (15) minutes on Company time during each four (4) hours of work as established and guaranteed under Article 7.04.
- 6.05.05 If an employee will not have ten (10) hours free from duty between leaving work and reporting for duty for the next scheduled shift, due to management's request, the employee will either be relieved from reporting for duty until ten (10) hours have elapsed without any time debit or alternatively if the Company requires the employee to report for duty for the next scheduled shift then the difference between the actual time they were free from duty and the ten (10) hours they should have been free from duty shall be paid time and a half.(x 1.5)
- 6.05.06 If an employee does not have ten (10) hours free from duty between leaving work and prior to the start of forced overtime preceding the next scheduled shift, then the difference between the actual time they were free from duty and the ten (10) hours they should have been free from duty shall be paid time and a half.

6.06 SHIFT TRADES

- 6.06.01 Employees may arrange for another employee to work their shift subject to the supervisor's approval, consistent with the following:
- 6.06.01.01 Other than in exceptional circumstances, advice of the trade will be provided in writing and in advance.
- 6.06.01.02 All time credits for the scheduled shift will be credited to the employee who was scheduled to work the shift as though they had worked the shift.

- 6.06.01.03 Overtime worked prior to or following a traded shift and premium credits on a holiday, in accordance with Article 7.03 and Article 13 respectively, will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 6.06.01.04 All recall credits will be credited to the employee who is recalled.
- 6.06.01.05 All time debits will be deducted from the employee who agreed to work the shift.
- 6.06.01.06 Company sick leave provisions will apply to the employee who agreed to work the shift and only to the amount provided for in such regulations. All time not worked in excess of one (1) full shift during a work day shall be debited in accordance with Article 6.06.01.05.
- 6.06.01.07 Shift trades may only be arranged between employees working in the same base. Such shift trades may be granted subject to the employees concerned being capable of performing the work function of the other party.
- 6.06.01.08 An employee's ability to trade shifts is not intended to allow employees to be absent from the work place for extended periods of time nor to take alternate employment.
- 6.06.01.09 Partial shift trades are permitted provided that no shift is split into more than two (2) parts. Meaning no more than two (2) employees may cover a single shift where one of the employees must work at least one (1) hour if attached to another shift or a minimum of two (2) hours if not consecutive to time being worked. Partial shift trades are subject to the same conditions and approvals as referenced above.

End

**Article 7 OVERTIME, RECALL, TIME CLEARANCE, TIME BANK, TIME OFF**

**7.01 AUTHORIZATION**

7.01.01 No overtime or recall shall be worked except on authorization of proper management personnel. In cases where prior authority cannot be obtained, or an employee is unable to complete a transaction with a customer, or to complete their accounts either within their scheduled shift or prior to the termination of their established recall, the overtime or the time worked in excess of the established recall shall be reported to management and it shall be recorded to the nearest minute in accordance with Articles 7.03 or 7.04, as applicable.

**7.02 WORK DAY**

7.02.01 The work day shall be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime, and any recall worked, shall be considered as work performed on the work day on which the scheduled shift or recall began.

**7.03 OVERTIME**

7.03.01 All time worked by an employee in accordance with Article 7.01 which is outside and consecutive with their scheduled shift will be considered as overtime. All overtime will be recorded and computed in keeping with the following:

OVERTIME  
(N = Scheduled Shift)

HOURS WORKED	COMPUTED AT
-----------------	----------------

OVER N	1.5 X
--------	-------

OVER 12 hours	2.0 X
---------------	-------

NOTE 1: Notwithstanding the above, overtime credits will not start until the completion of the number of hours in a scheduled shift.

NOTE 2: No Overtime will be granted during a period of the day where an employee has been granted prior time off by the company.

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

7.04 RECALL

7.04.01 If an employee is requested to work any time not consecutive with their scheduled shift, the Company shall establish and guarantee the time to be worked, but in any case the employee shall be credited with a minimum of four (4) hours. Recalls shall be recorded to the nearest minute and computed as follows:

Recall on a Scheduled Day Off

HOURS WORKED	1ST DAY OFF COMPUTED AT	2ND AND SUBSEQUENT DAYS OFF COMPUTED AT
0 - 8	1.5 X	2.0 X
Over 8 - 12	2.0 X	Prohibited
Over 12	Prohibited	Prohibited

Recall on a Scheduled Day On

HOURS WORKED	COMPUTED AT
Over 0	1.5 X
Over 4	2.0 X

NOTE 1: Notwithstanding the above, should the requirements of the operation change, the establishment and guarantee of time to be worked may be cancelled by the Company up to forty-eight (48) hours prior to the commencement of the time to be worked, in which case no credits shall apply.

NOTE 2: In any case, the recall on a scheduled day on shall not be less than that provided for in Article 7.03.

7.05 TIME CLEARANCE

7.05.01 All time credits/debits (including credits accumulated in accordance with Article 13) shall be cleared on the pay cheque for each pay period; alternatively, at the request of the employee, the credits/debits may be recorded in a time bank as provided for in Article 7.06.

7.05.02 All payments or deductions will be made at the applicable hourly rate.

- 7.06 TIME BANK
- 7.06.01.01 Employees shall have the ability to utilize a time bank for the purpose of recording time credits without immediately affecting their pay.
- 7.06.02 When electing to utilize the time bank, the employee shall advise the Company, in writing, which of the four (4) following options they will use.
- Option A - plus twenty-four (+24) hours; or,
- Option B - plus forty (+40) hours; or,
- Option C - plus eighty (+80) hours; or,
- Option D - plus one hundred twenty (+120) hours.
- 7.06.03 Once having elected to utilize the time bank, the arrangement shall continue until such time the employee subsequently advises the Company, in writing, that they wish to opt out of the time bank or that they wish to reselect the options available to them under Article 7.06.02. When such advice is given to the Company it shall become effective with the commencement of the second pay period following such advice.
- 7.06.04 Accrued time credits may be withdrawn from the time bank in the form of time off, at some later date, in lieu of pay and in accordance with Article 7.07, or they may be withdrawn in the form of pay, at some later date and in accordance with Article 7.05. All credits in excess of the options will be cleared in accordance with Article 7.05.
- 7.07 TIME OFF
- 7.07.01 Time off will be granted in accordance with the desires of the employee and consistent with the requirements of the Company. Time off granted under this Article will not exceed thirty (30) consecutive calendar days, nor will two (2) or more requests result in the employee being granted time off for more than thirty (30) consecutive calendar days.
- 7.07.02 For each full shift that an employee wishes to take off, they shall make their request in writing. When approval is granted, requests for identical time off shall be granted in order of seniority. Oral approval may be given initially but in any case the approval shall be confirmed in writing within twenty- four (24) hours, stating the period of time off granted.
- 7.07.03 Procedures for time off of less than one (1) full shift will be developed at each base.
- End

## **Article 8 SPECIAL AND TEMPORARY ASSIGNMENTS**

### **8.01 SPECIAL ASSIGNMENTS**

8.01.01 An employee who accepts a temporary assignment to represent the Company away from their usual workplace shall be paid a premium of seventy-five cents (75¢) an hour for all time worked, and all hours worked outside their scheduled shift shall be credited in accordance with Article 7 or Article 13. In addition, the employee shall be reimbursed for all necessary out-of-pocket expenses including, but not limited to, expenses incurred for meals, transportation and parking.

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

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

### **8.02 OUTSIDE SCOPE**

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

8.02.02 An employee who accepts a temporary assignment to work in a position not covered by this Agreement shall be limited to a total of seventy-five (75) working days, or portions thereof, within any calendar year. During any such assignment, the employee shall not be subject to the rights provided for in Articles 6, 7 and 13.

NOTE: For the purposes of the foregoing, a working day shall be defined as a day during which the employee actually performs work in the outside scope position. Days off granted due to the assignment will not be counted but will be specified at the time of assignment in accordance with Article 8.02.05 and will be taken consecutive with the working days of the assignment.

8.02.03 The Company will not oblige any employee to accept any temporary assignment, as provided in this Article, nor will the Company request an employee to work in a job falling within the scope of other Collective Agreements.

8.02.04 As provided for in Article 6.02, during staffing discussions at the base where employees regularly accept temporary assignments in positions not covered by this Agreement, the Company will, where possible, provide for additional staff in the employee work force at those bases in an attempt to reduce the impact on the remaining employees.

8.02.05      The Company will advise the employee in writing, copy to the Union District Chair, of any temporary assignment.

8.02.06      Employees who accept a temporary assignment shall not be permitted to be directly involved in the discipline of any other employee.

End



## **Article 9     PROBATION**

- 9.01        A person being hired into a classification covered by this Agreement will be required to serve a probationary period of one hundred and eighty-two (182) calendar days from date of employment. The probationary period shall not be extended due to annual vacation or training.
- 9.02        A person entering into a classification covered by this Agreement will be required to serve a probationary period as described in Article 9.01.
- 9.03        The qualifying period referred to in Article 12.02.04 is not to be considered a probationary period.
- 9.04        The Company reserves the sole right to make decisions regarding the termination, retention or work assignment of an employee at any time during the probationary period.
- 9.05        Employees in their probationary period will not be laid off.

NOTE: Probationary employees have no right to be laid off and are subject to Article 9.

End

## **Article 10 SENIORITY, STAFF REDUCTION, RECALL FROM LAYOFF**

- 10.01 Purpose - Seniority shall be established by classification on a system basis within Canada and shall date from an employee's permanent entry into a classification covered by this Agreement. Employees permanently reclassified within the Agreement shall take their seniority with them to their new classification.
- 10.02 A probationary employee's seniority shall not be exercised except as provided for in this Collective Agreement.
- 10.03 In cases where employees were hired on the same day, the sequence of seniority shall be determined by the application of the following in the order stated:
- 10.03.01 The last date of entry into a Full-Time or Part-Time permanent position with the Company, whichever is the earlier.
- 10.03.02 The last three (3) digits of the employee number, backwards, with the lowest number identifying the more senior employee (000 being the lowest possible number).
- 10.03.03 In cases where the above factors will not determine the position on the seniority list, the position will be jointly determined by the Company and the Union at HQ Level.
- 10.03.04 Date hired, as it relates to Article 10.03, means the first day that the employee commences employment. That day is the first day for which an employee is credited with time worked for pay purposes, and time spent in training shall be considered as time worked.
- 10.04 Seniority List - Shall be prepared, corrected, amended and published in the following manner:
- 10.04.01 Not later than March 1, of each year, the Company shall prepare and post at each base complete seniority lists for each classification described in Article 4.
- 10.04.02 The list shall be posted and kept open for requests for corrections up to and including March 30.
- 10.04.03 It shall be the sole responsibility of each individual employee to examine the list and make a request in writing for any correction during the posting period.

Note: Requests should be sent to:

[human.resources@aeroplan.com](mailto:human.resources@aeroplan.com)

With a CC to Local Operation Manager & Union

- 10.04.04 All requests for corrections shall be actioned and finalized by the Company after consultation with the Union at the Headquarters level during the sixty (60) calendar days following March 30. The corrected list shall be posted not later than May 31 as amendments to the annual seniority list. The amended seniority list shall become effective on June 1<sup>st</sup>.
- 10.04.05 The amended seniority list shall remain in full force and effect until the following year when a new list is published and posted in the above manner, subject to Article 10.04.08 and Article 10.04.11.
- 10.04.06 In the event it is not possible to finalize a request for correction in the stipulated period, the correction will be withheld pending a discussion between the Company and the Union at the Headquarters level and the correction, if mutually agreed upon, will become effective as of the date of posting of the last amended annual seniority list.
- 10.04.07 As soon as possible following September 1, but not later than September 15 of each year, the Company will issue an addendum to the seniority list showing all those employees who were hired subsequent to the original posting. Corrections to the addendum will be made in accordance with Article 10.04.08.
- 10.04.08 Notwithstanding the foregoing regulations, the Union Headquarters may request corrections to the seniority list at times other than the stipulated period. Such corrections, if mutually agreed upon, will become effective immediately and will be incorporated in the new list of the subsequent year and the employee(s) will be so advised, in writing. If, however, prior to the time the new list is effective, circumstances arise such that an employee's right to continue in, or their right to regain, employment in their classification is jeopardized, such correction will be published immediately and action will be taken in accordance with the newly corrected list.
- 10.04.09 Employees and personnel outside the scope of the Agreement who retain but do not accrue seniority will have their seniority date adjusted and position on the seniority list altered to account for time during which seniority was not accrued. Such adjustment and alteration will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment or alteration already occurred, whichever is the earlier.
- 10.04.10 In the event of a dispute arising in the order of seniority, a grievance may be initiated by the Union at the Step 2 level.

- 10.04.11 Subject to Article 10.04.06, and provided the amended seniority list has not been contested under Article 10.04.08, on behalf of an employee whose position on the seniority list has been affected as a result of an amendment, any action taken on the basis of the seniority list to which there have been no requests for correction within the time limits specified in Article 10.04.02, or any action taken on the basis of the amended seniority list, shall stand as final. In any event, action taken on the basis of the above list involving employees whose queries have not been finalized in accordance with Article 10.04.06, or corrections initiated under Article 10.04.08, will be subject to grievance and correction.
- 10.05 SENIORITY SHALL BE RETAINED AND ACCRUED DURING:
- 10.05.01 Absence due to layoff or Off-Duty Status.  
10.05.02 Sickness or accident.  
10.05.03 Authorized leave of absence (subject to Article 11.04.04)  
10.05.04 Suspension without pay.  
10.05.05 Strike or lockout.
- 10.06 RETENTION AND NON ACCRUAL OF SENIORITY
- 10.06.01 An employee permanently appointed to a job not covered by the Agreement shall retain but not accrue seniority for a period of six (6) months.
- 10.07 AN EMPLOYEE SHALL LOSE SENIORITY AND THEIR NAME WILL BE REMOVED FROM THE SENIORITY LIST FOR ANY ONE OF THE FOLLOWING REASONS:
- 10.07.01 When resigning from the Company.  
10.07.02 When terminated.  
10.07.03 When discharged for cause.  
10.07.04 When laid off for a period of more than sixty (60) consecutive months, or the number of consecutive months equivalent to the number of completed months of the employee's seniority as of the date of layoff, whichever is greater.  
10.07.05 Desertion of service (resignation without notice).  
10.07.06 When permanently appointed to another job outside the Agreement for a period of more than six (6) months.  
10.07.07 When retired with or without pension.
- 10.08 COMPANY PERSONNEL OUTSIDE THE SCOPE of the Agreement retaining seniority and who are considered by the Company as unsuited to the assignment, or who, within the first six (6) months, express their desire in writing to return to their previous classification, will be returned at the discretion of the Company but will not displace an employee other than a probationer.
- 10.09 STAFF REDUCTIONS - within each classification will be made in accordance with the following:

- 10.09.01 In the event of staff reduction, surplus Company personnel outside the scope of the Agreement retaining seniority will revert to a classification within the scope of the Agreement providing no permanent employee is displaced at the base where they are reverted and providing there are no laid off employee(s) awaiting recall to the base to which they are reverted.
- 10.09.02 Subject to L1.04.01, in the reduction of staff levels within a base, the Company will establish separately the number of Full-Time and Part-Time employees required. Staff reductions, as necessary, will then take place in inverse order of seniority within each status in accordance with the terms of Article 10.
- 10.10 STAFF REDUCTION AT A BASE - within each classification will be made in accordance with the following, subject to L1.04.01:
- 10.10.01 Staff reductions at a base will be made in inverse order of seniority within the affected status only after all probationary employees within the affected status have been terminated.
- 10.10.01.01 A redundant employee, whether Full-Time or Part-Time, may elect to fill a vacancy which exists in the base in the other status. Such vacancies shall be filled in order of seniority.
- 10.10.01.02 Should no vacancy exist, the employee may bump one of the following:
- a junior employee in the other status in the base
  - a junior employee in the same status in another classification in the base
  - a junior employee in the other status in another classification in the base
  - a junior employee in the same status in another base
  - a junior employee in the other status in another base
  - a junior employee in the same status in another classification in another base
  - a junior employee in the other status in another classification in another base
- Note: Bumping to another base is subject to LOU 6
- 10.10.02 The Company shall determine if there are any vacancies for permanent employees at other bases in Canada or in the other classification, in the same status as the redundant employee. If any vacancies exist, the employees affected at the base where the reduction occurs will be given twenty-one (21) calendar days notice of layoff and commencing with the most senior redundant employee(s) in the status, first in the classification and then in the other classification, in order of seniority, shall be offered the vacancies subject to the necessary language requirements being met. The employees must then advise within seven (7) calendar days of this notice if they will accept relocation.

- 10.10.03 An employee who chooses to relocate to the other classification in accordance with Article 10.10.02 shall be allowed a period of up to twenty six (26) weeks in which to qualify. Should the employee not qualify, and should no vacancy be available in their former classification, they shall be placed on layoff status with recall rights as set out in Article 10.11.
- 10.10.04 An employee who does not accept the offer to relocate will be laid off without bumping privileges at the termination of the twenty-first (21st) calendar day following original notice. The employee will be issued a questionnaire as provided for in Article 10.14 on which they may select any base to which they wish to be recalled in order of preference in addition to the base where they were laid off.
- 10.10.05 In the event two (2) or more employees in the same status and in the same classification are affected by a staff reduction and the number of affected employees exceeds the number of any existing vacancies in the status, the employees shall be accommodated in order of seniority with the senior employee having first choice of either filling a vacancy or bumping an employee who is subject to being bumped. If the senior employees affected by the staff reduction do not accept the existing vacancies, the vacancies shall be offered to an equal number of the most junior surplus employees in accordance with Articles 10.10.02 and 10.10.04.
- 10.10.06 If no vacancy exists, the employee will be given twenty-one (21) calendar days notice of layoff and will be issued a questionnaire as provided for in Article 10.14. The questionnaire will include, if eligible, a notice of their right to bump in accordance with 10.10.01.02
- 10.10.07 Within seven (7) calendar days of receipt of notice and questionnaire the employee must advise the Company of their decision to either exercise their right to bump or to accept layoff status at their base. In the event they elect to exercise their bumping right, the employee must report to their new base within thirty (30) calendar days from the date of notice and that thirty (30) day period shall include three (3) calendar days travel time. In all cases of bumping, the employee will pay their own expenses. In any event, the employee will be placed on layoff status effective the twenty-second (22nd) calendar day following the notification in Article 10.10.06 pending reporting to the base into which they have bumped.
- 10.10.08 Questionnaires returned to the Company within the time limits will be honoured in order of seniority as to first choice from those bases available to bump into.
- 10.10.09 If the employee cannot be accommodated in accordance with their request, chooses not to bump or does not have bumping privileges, the employee shall be advised they are being placed on layoff status effective the twenty-second (22nd) calendar day following their original notification and will be subject to recall.

- 10.10.10 In any event, any employee affected by staff reduction(s) will be advised of their circumstances within fourteen (14) calendar days following original notification.
- 10.10.11 An employee declared redundant at their base as a result of being bumped by a more senior employee will exercise their seniority rights in accordance with Article 10.10.01.01 or Article 10.10.06.
- 10.10.12 An employee who has signified intent to exercise bumping privileges, and who subsequently reverses that decision, will be terminated. Exceptional circumstances will be subject to consideration by the Company and the Union, at the Headquarters level.
- 10.11 RECALL FROM LAYOFF - will be in accordance with the following:
- 10.11.01 An employee who has been laid off may select recall to any base in either or both Full-Time or Part-Time status in their classification or in any other classification. The employee shall make their request to base management within fourteen (14) calendar days after having been advised that they are to be laid off; however, nothing shall prevent the employee from making adjustments to their original request sent in writing to:
- human.resources@aeroplan.com**
- The employee shall list their selections for recall in order of preference and the Company shall advise the management at those bases selected by the employee.
- 10.11.02 Employees, when laid off, must file their address with the base management and keep that base notified of any subsequent change of address. The Company shall provide the employee with an acknowledgment of such notification and a copy shall be forwarded to the Union Headquarters.
- 10.11.03 Recall to a base shall be in order of seniority, including those employees who have requested transfer or change of status in accordance with Article 12 and those employees on layoff who have requested recall in accordance with Article 10.11.01.
- 10.11.04 In the case of employees being recalled from layoff, notice of vacancy shall be sent by registered mail to the most senior laid off employee who has requested recall to a base where a vacancy has occurred and Articles 10.11.05, 10.11.06 and 10.11.07 shall apply.
- 10.11.05 The notified employee must advise the Company within seventy-two (72) hours after having received the notice if they wish to accept the recall. The employee shall reply in writing and the advice shall be directed to the person who originated the notice of vacancy.

- 10.11.06      Recalled employees must report for duty within fourteen (14) calendar days from date of advising the Company of intent to return.
- 10.11.07      Failure to comply with Articles 10.11.02, 10.11.05 and/or 10.11.06 above will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges. If, due to exceptional circumstances, an employee fails to comply with Articles 10.11.02, 10.11.05 and/or 10.11.06, such cases will be subject to special consideration by the Company and the Union, at the Headquarters level.
- 10.12          If staff reductions occur at a base, the employee may elect to terminate their services with the Company rather than take layoff status. In such cases, the employee shall receive two (2) weeks' pay at the current rate of pay for each full calendar year of company service, or part thereof, up to a maximum of fifty-two (52) weeks' pay.
- 10.13          Copies of all correspondence and questionnaires relating to Article 10 shall be sent to Union Headquarters.
- 10.14          The applicable questionnaire, as referred to herein, is described in the Appendices to the Agreement and shall form part of this Agreement.
- End



## **Article 11 LEAVE OF ABSENCE AND SICK LEAVE**

### **11.01 LEAVE OF ABSENCE - GENERAL**

- 11.01.01 Any leave of absence granted in accordance with Company regulations and which is not provided for in this Collective Agreement shall be subject to the conditions of Article 11.02.
- 11.01.02 The approval of a leave of absence will not result in any changes to approved vacation dates.
- 11.01.03 An employee returning from a leave of absence shall return to the base and classification held immediately prior to the commencement of the leave, subject to Article 10 and except as provided for in Article 11.01.05.
- 11.01.04 An employee who engages in other employment with a competitor or which employment creates a conflict of interest while on leave of absence shall be terminated unless the employee has received specific permission for such from both the Company and the Union Headquarters in writing. Requests for permission to engage in other employment while on leave of absence shall be made in writing to the Company and to Union Headquarters.
- 11.01.05 An employee who has a transfer, a change of status or a change of classification confirmed while on a Personal Leave of Absence will be required to terminate their leave early and report to their new base and/or for their new status or for their new classification. An employee who wishes to continue their absence will decline the offer.

### **11.02 PERSONAL LEAVES OF ABSENCE - GENERAL**

- 11.02.01 When the requirements of the Company permit, an employee, upon written request through their Operations Manager, may be granted a voluntary leave of absence without pay. Requests for leaves of absence will not be refused unreasonably.
- 11.02.02 A personal leave of absence will fall into one of the following categories:
  - Short-Term - More than thirty (30) calendar days but not exceeding one hundred and eighty (180) calendar days.
  - Long-Term - More than one hundred and eighty (180) calendar days
- 11.02.03 When two or more requests for leaves of absence cover all or part of the same period, they shall be considered in the order of short-term first and then long-term, subject to Articles 11.03.03 or 11.04.03.

- 11.02.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee shall make the request to their Operations Manager. The request shall be in writing at least fourteen (14) calendar days in advance of the requested termination date; in extenuating circumstances, the fourteen (14) day requirement may be waived. The Company may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request.
- 11.02.05 When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.
- 11.02.06 Failure on the part of an employee to return to duty on termination of a leave of absence may result in disciplinary action.
- 11.02.07 Failure to comply to the requirements of Articles 11.03 and 11.04 will render a request for a leave of absence invalid; however, in the event no other valid requests have been received, the Company may consider the request and, if honored, it shall not be invalidated.
- 11.03 PERSONAL LEAVES OF ABSENCE - SHORT-TERM
- 11.03.01 A short-term leave of absence will consist of more than thirty (30) calendar days but will not exceed one hundred and eighty (180) calendar days.
- 11.03.02 Employees will make their requests, in writing, to their Operations Manager at least fourteen (14) calendar days in advance of the commencement date of the requested leave.
- 11.03.03 Requests will be approved in order of seniority among those on hand at the time of granting, subject to Article 11.02.03. Approval shall be in writing stating the date the leave is to commence and terminate. Once approved, a leave may not be cancelled.
- 11.03.04 A short-term leave cannot exceed one hundred and eighty (180) calendar days; however, this will not preclude an employee from returning to work to initiate a second request for leave. Such requests will be made and granted in accordance with Articles 11.03 or 11.04.
- 11.03.05 During a short-term leave of absence an employee will retain and accrue seniority and will retain all seniority rights. Company service will not continue to accrue during the leave of absence.

- 11.03.06 A limited continuation of a short-term leave may be granted but only subject to obtaining written permission from the Company and Union Headquarters. In the event the continuation results in the leave extending beyond one hundred and eighty (180) calendar days, the leave will become a long-term leave and will be subject to Article 11.04.04.
- 11.03.07 Copies of all correspondence relating to Article 11.03 will be forwarded to the Union District Chair.
- 11.04 PERSONAL LEAVES OF ABSENCE - LONG-TERM
- 11.04.01 A personal leave of absence exceeding one hundred and eighty (180) calendar days will be a long-term leave.
- 11.04.02 Employees will make their requests, in writing, to their Operations Manager at least fourteen (14) calendar days in advance of the commencement date of the requested leave.
- 11.04.03 Requests will be approved in order of seniority among those on hand at the time of granting, subject to Article 11.02.03. Approval shall be in writing stating the date the leave is to commence and terminate. Once approved, a leave may not be cancelled.
- 11.04.04 During a long-term leave of absence, the employee will retain but not accrue seniority and will retain all seniority rights. Adjustment of the employee's seniority date will be in accordance with Article 10.04.09. Company service will not continue to accrue during the leave of absence.
- 11.04.05 A limited continuation of a long-term leave may be granted but only subject to obtaining written permission from the Company and Union Headquarters.
- 11.04.06 Copies of all correspondence relating to Article 11.04 will be forwarded to the Union District Chair.
- 11.05 LEAVE OF ABSENCE - MATERNITY
- 11.05.01 Maternity Leave of absence shall be granted to employees in accordance with the following:
- 11.05.02 The employee must request her leave of absence in writing, accompanied by medical certificate certifying pregnancy and specifying the estimated date of her confinement and an anticipated date of return to duty, four (4) weeks prior to the date she intends to commence such leave. The duration of Maternity Leave shall be in accordance with the law of the province in which the employee resides.

- 11.05.03 Employees who have completed the probation period and have worked for the last three consecutive months prior to the commencement of Maternity Leave, and who apply for and receive Employment Insurance (EI) maternity benefits if the employee resides outside of Quebec or Quebec Parental Insurance Plan (QPIP) maternity benefits if the employee resides inside Quebec will receive a maternity benefit top-up to 75% of the employee's weekly salary (as at the time of the commencement of the leave) up to a maximum of 17 weeks.
- 11.05.04 To receive top-up payments, the employee must submit confirmation of eligibility to receive EI maternity benefits from Services Canada or QPIP maternity benefits from Emploi et Solidarité Sociale Quebec to HR Operations as soon as reasonably possible. The top-up payments will commence upon receipt of these documents.
- 11.05.05 If an employee resigns from the Company within 6 months of their return to work, or during Maternity Leave or Child Care Leave, the employee is obliged to reimburse half of the Company paid top-up benefits received.
- 11.05.06 Any amounts owing by the Company to the employee will first be used as set off against the amount owed by the employee to the Company in respect of the Maternity Leave top-up.
- 11.05.07 Maternity Leave shall commence not more than ninety (90) days prior to the expected date of termination of pregnancy.
- 11.05.08 It is the responsibility of the employee to afford the Company notice of any change in the anticipated date of return to duty, provided under Article 11.05.02.
- 11.05.09 The employee shall be reinstated in her former function, at her base, subject to Article 6.03, Article 10 and Article 12. If during the period of the leave, there is a staff reduction in the function or at the base and the employee would be affected, the employee shall exercise her rights in accordance with Article 6.03 or Article 10, respectively.
- 11.05.10 Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.
- 11.05.11 If, following the termination of the Maternity Leave, the employee desires additional leave prior to returning to duty, the employee may request a personal leave of absence in accordance with Article 11.02.
- 11.06 CHILD CARE LEAVE
- 11.06.01 A leave of absence without pay for the purpose of child care shall be granted to employees in accordance with the following.

- 11.06.02 Any leave of absence granted under this Article 11.06 shall not exceed two hundred and fifty-nine (259) calendar days. If two (2) employees are involved, the aggregate amount of such leave that may be taken by the two (2) employees in respect to the care of any one (1) child shall not exceed a total of two hundred and fifty-nine (259) calendar days, thirty-seven (37) weeks.
- 11.06.02.01 Notwithstanding the provisions of Article 11.06.02, in the case of adoption the maximum period of leave shall be two hundred and fifty-nine (259) calendar days (thirty-seven (37) weeks) or such greater amount as required in order to comply with the legal requirements of the province in which the employee(s) reside or the province in which the child is adopted.
- 11.06.03 Commencement of Child Care Leave shall be in accordance with the following and as the employee elects:
- 11.06.03.01 Female Employee  
The leave shall be taken within the fifty-two (52) week period commencing on:
- a) The expiration of a leave of absence taken by her under the provisions of Article 11.05 or any extension thereof under the provisions of Article 11.05.05, or
  - b) The day the child is born, or
  - c) The day the child comes into the employee's care and custody.
- 11.06.03.02 Male Employee  
The leave shall be taken within the fifty-two (52) week period commencing on:
- a) The expiration of a leave of absence taken by a female employee under the provisions of Article 11.05 or any extension thereof under the provisions of Article 11.05.05, or
  - b) The day the child is born, or
  - c) The day the child comes into the employee's care and custody.
- 11.06.04 In the application of Article 11.06.03, in the case of adoption, the leave shall be taken within the fifty-two (52) week period commencing on the day the child comes into his or her actual care and custody.
- 11.06.05 It shall be the responsibility of each employee to provide as much notice as possible to the Company, in writing, indicating the approximate commencement and termination date of the leave.

- 11.06.06 Employees who have completed the probation period and have worked for the last three consecutive months prior to the commencement of Child Care Leave, and who apply for and receive Employment Insurance (EI) benefits if the employee resides outside of Quebec or Quebec Parental Insurance Plan (QPIP) benefits if the employee resides inside Quebec will receive a top-up to 75% of the employee's weekly salary (as at the time of the commencement of the leave) for a period up to 4 weeks
- 11.06.07 If both parents work for the Company and share the parental leave, the top-up payments will be paid to the employee who takes the first 4 weeks of the parental leave.
- 11.06.08 To receive top-up payments, the employee must submit confirmation of eligibility to receive EI or QPIP benefits from Service Canada or QPIP to HR Operations as soon as reasonably possible. The top-up payments will commence upon receipt of these documents.
- 11.06.09 If an employee resigns from the Company within 6 months of their return to work, or during Child Care Leave, the employee is obliged to reimburse half of the company paid top-up benefits received.
- 11.06.10 Any amounts owing by the Company to the employee will first be used as set off against the amount owed by the employee to the Company in respect of the Child Care Leave top-up.
- 11.06.11 The employee shall be reinstated in his/her former function, at his/her base, subject to Article 6.03, Article 10 and Article 12. If during the period of the leave, there is a staff reduction in the function or at the base and the employee would be affected, the employee shall exercise his/her rights in accordance with Article 6.03 or Article 10, respectively.
- 11.07 LEAVE OF ABSENCE - COURT APPEARANCES
- 11.07.01 Employees will be granted time off due to Jury Duty, Coroner's Inquest or when required as a court witness in accordance with the following:
- 11.07.02 Witness Employees who are called by subpoena as a witness to testify before a Court or Coroner's inquest in cases other than those provided in article 16.07.02 will receive a leave with pay for the duration of their appearance in Court. This doesn't include an employee directly or indirectly involved as a party to a proceeding or a Union witness where the Union is a party to a proceeding.

- 11.07.03 Jury Duty Employees who are called to act as a juror will receive a leave with pay according to the following schedule:
- First two weeks of absence: 100% of their salary.  
Next 24 weeks of absence: 75% of their salary  
After 26 weeks of absence: without salary.
- 11.07.04 The employee salary continuance benefit pay is reduced by an amount equal to that received from the Court (excluding monies allowed by the Court specifically for meals, travel and other such expenses) for those days on which he or she missed one half or more of any scheduled work day.
- 11.07.05 The employee has to submit all relevant documents and information to HR as requested.
- 11.08 LEAVE OF ABSENCE - UNION BUSINESS
- 11.08.01 Employees who have been elected or appointed to carry out business authorized by the Union on a full-time basis shall be granted a Leave of Absence for this purpose. The Union will advise the Company of the name(s) of such employee(s), the term of such leave, and the specific purpose. The Union shall repay the Company for the Company's costs incurred in Employee Benefit Plans and the employee(s) shall continue to pay their contributions directly to the Company. Such employees shall continue to accrue seniority and service while on leave of absence.
- 11.09 LEAVE OF ABSENCE - BEREAVEMENT
- 11.09.01 When a death occurs in the immediate family of an employee, the employee shall be granted Bereavement Leave up to fourteen (14) calendar days, at the employee's option, of which not more than three (3) will be with pay. Such leave will normally commence with the first day following the death or advice of death.
- 11.09.02 Immediate family is defined as: spouse (including common-law spouse), children of employee and spouse, parents of employee and spouse, grand-parents of employee and spouse, grand-children of employee and spouse, brothers and sisters of employee and spouse, and including other relatives residing with the employee.
- 11.09.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g., guardian), Bereavement Leave will be at the discretion of the Company.
- 11.09.04 Additional leave without pay up to a maximum of fifteen (15) calendar days may be granted without reference to Article 7.07.

11.10 SICK LEAVE

11.10.01 Employees will accrue paid sick leave at the rate of one (1) working day per month, to a maximum of six (6) working days [forty-eight (48) hours] per calendar year. Such days in equivalent hours will be used by the employee to offset loss of pay due to absence caused by illness/injury of the employee or when the employee is absent to care for their sick or injured spouse/partner, parent or dependant child.

11.10.02 Accrued sick leave hours will be reduced when an employee is absent until such time as the employee's unused accrued credits are exhausted, up to a maximum of forty-eight (48) hours per calendar year. Partial days will be deducted from the banks on an hour for hour basis. Sick days in excess of the foregoing will be unpaid.

11.10.03 Employees may bank any unused sick leave hours accrued under Article 11.10.01, to a maximum of hundred and twelve (112) hours, for use exclusively during the waiting period for GIDIP benefits ("GIDIP Bank").

11.10.04 During the GIDIP waiting period, employees shall deplete available sick leave hours in the following order:

(1) Any hours accrued under article 11.10.01;

(2) Any hours in the GIDIP Bank; and then

(3) Any hours in the employee's existing sick bank.

Withdrawal from these banks will be made according to the employee's preceding work schedule.

11.10.05 Employees will have access to the above banks upon self declaration of disability. However, should an employee not go on GIDIP, the Company will recoup the payment made and replenish the appropriate bank.

11.10.06 Employees who misuse sick leave shall be subject to discipline.

End



**Article 12    TRANSFERS, CHANGE OF STATUS, CHANGE OF CLASSIFICATION**

- 12.01            TRANSFERS OR CHANGE OF STATUS within the same classification will be made in accordance with the following:
- 12.01.01       Employees wishing to transfer or change status will make their request in accordance with Article 12.03
- 12.01.02       When a permanent vacancy occurs at the requested base, the employee will be transferred or the status of the employee will be changed provided that:
- 12.01.02.01    No employees wish to relocate or bump in accordance with Article 10.10.01.02
- 12.01.02.02    The necessary language requirements are met, if applicable.
- 12.01.03       Selection will be made based on the seniority of the employees whose applications have been received at least fifteen (15) calendar days prior to the job becoming available.
- 12.01.04       All personal expenses incurred resulting from such a transfer will be borne by the employee.
- 12.01.05       When the transfer or change of status involves a change of base, the employee shall be granted, on request, up to three (3) working days, without pay, prior to reporting for duty at the new base.
- 12.02            CHANGE OF CLASSIFICATION - will be made in accordance with the following:
- 12.02.01       An employee wishing to change classification will make their request in accordance with Article 12.03.
- 12.02.02       When a permanent vacancy occurs, the change of classification will be actioned provided that:
- 12.02.02.01    No employee(s) wish to relocate or bump in accordance with Articles 10.10.01.02.
- 12.02.02.02    All eligible transfers and changes of status have been actioned in accordance with Article 12.01.
- 12.02.02.03    The necessary language requirements are met, if applicable.
- 12.02.02.04    The applicant's standard of work has been satisfactory.

- 12.02.02.05 The employee has served in their present classification for at least twenty-four (24) months.
- 12.02.03 Selection will be made based on the seniority of the employees whose applications have been received at least fifteen (15) calendar days prior to the vacancy occurring and in the same order as in the case of transfers and change of status.
- 12.02.04 The employee selected shall be allowed a period of up to twenty-six (26) weeks in which to qualify. Should the employee not qualify, they shall be returned to their previous job.
- 12.02.05 All personal expenses incurred resulting from such a change of classification will be borne by the employee.
- 12.02.06 When the change of classification involves a change of base, the employee shall be granted, on request, up to three (3) working days, without pay, prior to reporting for duty at the new base.
- 12.03 REQUESTS SHALL BE INITIATED BY THE EMPLOYEE, IN WRITING, IN ACCORDANCE WITH THE FOLLOWING:
- 12.03.01 The request will be sent to the following:  
  
human.resources@aeroplan.com  
CC – Local Operations Manager  
CC – Local Union District Chairperson
- 12.03.01.01 When an employee and their employee spouse (including common-law spouse) desire a joint transfer to the same base they shall so indicate at the time of submission of their transfer requests.
- 12.03.01.02 When two (2) such employees have indicated their preference for joint transfers, as provided for in Article 12.03.01.01, such transfers will be actioned in accordance with Article 12.01.02 or Article 12.02.02 using the seniority date of the junior employee and provided two (2) vacancies are being confirmed.
- 12.03.02 The request will be acknowledged, in writing, to the employee concerned & union.
- 12.03.03 Errors or omissions in the completion of the form may also render the request invalid, subject to joint agreement between the Company and the Union, at the Headquarters level.
- 12.04 SUBSEQUENT ACTION TO REQUESTS SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

- 12.04.01      Withdrawal - If the employee desires to withdraw their request at any time prior to a transfer, change of status, or change of classification being offered, they may do so in writing in accordance with Article 12.03.01.
- 12.04.02      Confirmation - The employee will be advised in writing of the confirmation of their transfer, change of status or change of classification request and will be required to signify their acceptance to the Company in writing within twenty-four (24) hours from the time of the employee's receipt of confirmation.
- 12.04.02.01    Upon the employee's acceptance of the transfer, change of status or change of classification, all other requests will be null and void.
- 12.04.03      Reversion - An employee whose transfer, change of status or change of classification has been accepted by the employee as per Article 12.04.02, will not be eligible to withdraw, unless mutually acceptable to the Company and the Union, at the Headquarters level.
- 12.04.04      An employee transferring or changing status under the provisions of Article 12.01 or changing classification under the provision of article 12.02 shall be given fourteen (14) calendar days notice before effecting the transfer, change of status or change of classification. The fourteen (14) days shall exclude the three (3) days of travel time provided for in Articles 12.01.05 and 12.02.06.
- 12.04.05      When an exception to the notice in Article 12.04.04 is desired by Management or the employee, the Union District Chair or their designated alternate will be consulted before transfer dates are finalized.
- 12.05          A permanent employee may file a request at any time during their employment, provided that they have completed their probationary period. Such requests shall be accepted by the Company; however, processing on the part of the Company may be deferred until the applicable provisions of Article 12 have been met.

End

## Article 13 STATUTORY HOLIDAYS

13.01 The following holidays, equivalent time off, or time credit will be granted to all employees:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Other*	

\*St. John the Baptist's Day - Province of Quebec

\*August Civic Holiday - Other provinces

13.02 Employees will be advised by posted bulletin listing each employee affected, at least twenty-one (21) calendar days in advance of the Statutory Holiday, if the employee is not required to work on any Statutory Holiday, or, which day is being assigned as the day off with pay in accordance with Article 13.02.01. Failing such notice, the employees will be entitled to work as scheduled.

NOTE: Should staff requirements change within the twenty-one (21) day period, the Company may offer and grant time off in accordance with Article 7.07 to employees scheduled to work on a Statutory Holiday.

13.02.01 In the event a Statutory Holiday falls on an employee's scheduled day off, the employee may, subject to the required notice, be assigned in lieu of the eight (8) hour credit a day off with pay on the scheduled day on immediately preceding or following the Statutory Holiday.

13.03 In summary, on a Statutory Holiday, the following applies:

<b>HOURS WORKED/PAID</b>	<b>SCHEDULED TO WORK</b>	<b>NOT SCHEDULED TO WORK</b>
0	Regular Pay	8 Hours Pay
8	Regular Pay + 1.5 X	8 Hours Pay + 1.5 X
Over 8 - 12	2.5 X	2.5 X
Over 12	Prohibited	Prohibited

End

## **Article 14 VACATIONS**

### **14.01 GENERAL**

14.01.01 Past Service Recognition - Notwithstanding the provisions of this Article, it is understood and agreed that the employees will be subject to the provisions and regulations of the Company's policy on past service recognition except that, during the first full calendar year of re-employment, vacation entitlement will be based on the provisions for a reduced vacation entitlement in accordance with Company regulations.

14.01.02 Vacation leave will be taken in consecutive days. Vacation leave is not cumulative and will be taken during the calendar year in which it is earned unless special circumstances warrant otherwise and prior arrangements are made in writing with local management.

### **14.01.03 VACATION YEAR**

14.01.03.01 Vacation year will be considered to start on February 1<sup>st</sup> of each year and end on January 31<sup>st</sup> of the following year.

Note For the purpose of changing the current vacation year from Jan 1<sup>st</sup> to Dec 31<sup>st</sup> to the above, the Vacation entitlement for the year 2011 will be bid over a thirteen (13) month period. (Jan 1<sup>st</sup> 2011 to Jan 31<sup>st</sup> 2012)

### **14.01.04 SPLIT VACATIONS**

14.01.04.01 An employee may elect to take vacation in blocks of 1 week. The date of the second and subsequent blocks will be allocated in the same way as the first, only after all the original seniority process of allocating vacation periods and dates has taken place.

14.01.05 It is recognized by the parties to this Agreement that restrictions on the selection of vacation times may be necessary. It is agreed, however, that such restrictions are undesirable and should be avoided where possible. Any restrictions on vacation dates must be declared by the Company prior to the employees selecting their vacation.

14.01.06 When an employee's vacation falls while they are on sick leave, maternity leave, child care leave or is receiving disability benefits, or is away due to Court appearance, the employee will take vacation with pay, or any part thereof which is displaced, at the conclusion of sick leave, maternity leave, child care leave, disability or Court Appearance and prior to return to work, or at a time not desired by another employee.

14.01.06.01 Notwithstanding the provisions of Article 14.01.06, when an employee's displaced vacation has not been taken as of the end of the vacation year, the employee may elect to receive pay in lieu of that vacation upon return to work.

14.01.06.02 The employee shall endeavor, to the extent possible, to advise the Company of their option prior to the commencement of their scheduled vacation.

## 14.02 ENTITLEMENT

14.02.01 Employees shall be entitled to vacation leave with pay. Such time away from work shall be granted in working days, exclusive of holidays, as provided in Article 13, which may occur during the vacation period in accordance with:

Less than one (1) year of continuous service by December 31st of each year - one (1) day of vacation leave with pay for each full month of continuous service up to December 31st to a maximum of ten (10) days.

More than one (1) year of continuous service by December 31st of each year based on years of service in accordance with the following:

### Years of Service Entitlement

1 through 4 years 10 working days / 80 hours  
 5 through 14 years 15 working days / 120 hours  
 15 through 24 years 20 working days / 160 hours  
 25 years and over 25 working days / 200 hours

Note 1: The above hourly entitlement is reduced by half for part-time employees.

Note 2: When vacation is taken in a work schedule type not conforming to a 5/2 work schedule, the vacation increment will be taken in equivalent hours as provided for above.

Note 3: All figures below must be rounded up to the nearest whole number of vacation days. The difference between the figures below and the round up whole number will be unpaid time.

	Shift Type	5x2	4x3	6x3 (4x2)	5x3
	Shift Length	8	10	8.5	9.1
Paid Hours	Vacation Weeks	Number of Paid Vacation Days			
80	2 weeks	10	8	9.4	8.8
120	3 weeks	15	12	14.1	13.2
160	4 weeks	20	16	18.8	17.6
200	5 weeks	25	20	23.5	22
240	6 weeks	30	24	28.2	26.4
280	7 weeks	35	28	32.9	30.8

- 14.02.02 For each holiday listed in Article 13 which falls within an employee's vacation, the employee will receive a day off with pay added to that vacation block unless the employee elects for a credit of eight (8) hours for such day.
- 14.02.03 Employees on a Maternity Leave of Absence or on a Child Care Leave shall not have their vacation entitlement reduced providing such leave is in accordance with Articles 11.05 and 11.06. Any extension to Maternity Leave shall be subject to a prorated vacation entitlement in accordance with Company regulations.
- 14.02.04 Employees who are recalled from layoff will have their vacation entitlement prorated for the current calendar year.
- 14.03 SELECTION
- 14.03.01 At each base, dates will be allocated in order of seniority within each classification.
- Note: Vacation allotment for employees under LOU 22 will be provided and bid separately from other work functions.
- 14.03.02 Employees who fail to request their vacation dates prior to the times described in Article 14.06.01 will be assigned vacation dates after all other employees in the base have been assigned.
- 14.03.03 Within the base, employees possessing the greatest seniority will have preference as to the selection of vacation dates. Employees who have transferred, relocated or exercised bumping privileges will carry their vacation weeks to the new Base. Employees who have been recalled from layoff after the deadline to select vacation dates has expired will have the right to exercise their seniority in the selection of vacation dates within the available weeks.
- 14.03.04 Company personnel who enter into the scope of the Agreement and who have not taken the vacation earned during that year will select their vacation dates in accordance with Articles 14.03.01 and 14.06.01.
- 14.04 DATES
- 14.04.01 Prior to bidding, employees may select their vacation dates in writing, by providing the company and the union with dates in order of preference.
- Note 1: Until such time as the automated vacation bidding process is implemented, it is agreed that the bidding process will be agreed to at the headquarters' level between the Company and the Union.
- Note 2: The Company will consult the union at the headquarters' level prior to implementing an automated vacation bidding process.

- 14.04.02 Unless a shorter timeline is mutually agreed by the Union and the Company no less than eight (8) weeks prior to the end of the current vacation year, the Company will provide employees the time to bid their vacation weeks for the following vacation year. The Company shall have the sole right to alter the dates of an employee's vacation up to eight (8) weeks prior to the dates established provided that the vacation dates are not advanced to an earlier date. The employee will be advised in writing with a copy to the Union District Chair.
- 14.05 WAITING LIST
- 14.05.01 Vacation periods which become available will be offered to employees who are on a waiting list in order of seniority and, once accepted, will become their assigned dates.
- 14.06 JOINT VACATIONS
- 14.06.01 Where two (2) or more employees desire a joint vacation period, they must so indicate prior to the assigned bidding time of the most senior of the two employees.
- 14.06.02 When two (2) or more employees have indicated they desire a joint vacation period, each of the employees concerned will assume the seniority of the most junior employee concerned and each shall retain that seniority for vacation selection purposes, for that vacation period so assigned.
- 14.07 VACATION PAY
- 14.07.01 Employees who leave the service of the Company for any reason are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of service.
- 14.08 BUY MORE TIME
- 14.08.01 The Company will allow each employee the opportunity to purchase one (1) additional vacation week per vacation year. An employee may request a second week which is subject to management approval. Selection and payment option will be done according to the Buy More Time policy.
- Note: Weeks granted under the buy more time program are equal to forty (40) hours for Full Time employees and twenty (20) hours for Part-Time employees

End



## **Article 15 GRIEVANCE PROCEDURE – GENERAL**

- 15.01 It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such matters as alleged misinterpretation or violation of the Agreement, or other causes for complaint but excluding appeals from disciplinary action and discharge which are provided for in Article 16.
- 15.01.01 If an employee has a complaint, or if they believe they have the basis of a grievance, they may have a personal talk with management at their base, if they so desire, with a view to resolving the matter.
- 15.01.02 If the employee fails to resolve the matter through the provisions of Article 15.01.01, or if they elect to bypass the provisions of Article 15.01.01, they may ask their District Chair to enter into informal discussions with management at their base on their behalf with a view to resolving the matter prior to initiating a grievance. The employee may elect to accompany the District Chair at all such meetings or they may elect to have the District Chair enter into such discussions in their absence.
- 15.02 GRIEVANCE PROCEDURES
- 15.02.01 Grievances initiated at the Step 1 level under this Article shall be initiated by the Union District Chair and only after the required informal discussion(s) provided for in Article 15.01.02.
- 15.02.02 Throughout the grievance procedure the Union shall be given the full opportunity to present evidence and make representation.
- 15.03 STEP 1 - LOCAL LEVEL
- 15.03.01 Following the last informal discussion, the Union District Chair shall have fourteen (14) calendar days in which to lodge a formal appeal to Step 1 of the grievance procedure. The Company shall hold a hearing within seven (7) calendar days of receipt of a written grievance and reasonable notice of the hearing shall be given to the Union District Chair. The Company shall have seven (7) calendar days to render a decision in writing from the close of the hearing. Failing answer or satisfactory adjustment within the above time limits, the grievance may be submitted to the Union Headquarters for appeal to the Step 2 level.
- 15.04 STEP 2 - CORPORATE LEVEL
- 15.04.01 An appeal from Step 1 must be lodged by the Union at the Headquarters level within seven (7) calendar days of receipt of the Company's decision at Step 1.

- 15.04.02 The Union Headquarters may also initiate grievances at the Step 2 level when such grievances are too large in scope to fall under the Step 1 level. In such cases, the matter will first be discussed with a Company Headquarters representative designated by the Company. The Company representative shall have seven (7) calendar days to adjust the matter. Failing answer or satisfactory adjustment within the above time limit, the grievance may be initiated.
- 15.04.03 The Company shall contact the Union within seven (7) calendar days from receipt of a written grievance for the purpose of scheduling a hearing, subject to Article 15.05, within thirty (30) calendar days of receipt of the grievance.
- 15.04.04 The Company shall have seven (7) calendar days to render a decision in writing from the close of the hearing. Such decision shall also contain the facts and position presented by the Company during the hearing as well as facts obtained by the Company during any investigation conducted subsequent to the hearing.
- 15.05 UNRESOLVED GRIEVANCES
- 15.05.01 If a decision rendered at the Step 2 level is not satisfactory and the complaint deals with a case of alleged misinterpretation or violation of this Agreement, the matter may be taken to arbitration in accordance with the provisions of Article 17.
- 15.05.02 At the Step 2 level, if the Company fails to hold the hearing in the manner set forth in Article 15.04, or render a decision within the specified time limits, the grievance may be appealed to arbitration, if the Union so wishes, in accordance with the provisions of Article 17, and the Company shall bear all expenses and fees of the arbitrator.
- 15.06 TIME LIMITS
- 15.06.01.01 If a grievance is not initiated within the prescribed time limits, it shall become null and void, and if a decision is not appealed within the prescribed time limits, it shall become final and binding.
- 15.06.02 When notice of intent to arbitrate is given to the Company, the notice shall be given to the Company within thirty (30) calendar days following receipt of the Step 2 level decision.
- 15.06.03 All reference to calendar days hereinabove shall be exclusive of Saturday, Sunday and holidays and the time limits may be extended by mutual agreement.
- 15.07 WITNESSES
- 15.07.01 The Union/Company may have any witness(es) present who can give relevant evidence on the matter in question.

15.07.02 Employees who are Union witnesses shall be given time off without pay for a time sufficient to permit them to appear as witnesses, subject to staff requirements. If a witness is denied such time off, the testimony the employee would have given will be entered at the Step 2 level in the position of the Union.

15.08 **CORRESPONDENCE**

15.08.01 All correspondence under this Article shall be copied to the District Chair and the Union Headquarters.

15.08.02 Appeals being lodged in accordance with Article 15.03 shall be directed to the Manager designated by the Company. The Union District Chair shall be advised, in writing, of the Manager so designated and of any changes thereto. Appeals being lodged in accordance with Article 15.04 shall be directed to the Director, Labour Relations - Customer Service.

End

## **Article 16 DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES**

- 16.01 This Article is to provide for the procedures relating to disciplinary and discharge action and the prompt handling of appeals.
- 16.01.01 INVESTIGATION
- 16.01.01.01 Under circumstances where disciplinary or discharge action is contemplated as a result of an alleged misdemeanour, the Company may initiate an investigation in order to consider all factors involved. Such investigations may involve any of the employees, or others, as deemed necessary by the Company.
- 16.01.01.02 If it is considered undesirable that an employee should be allowed on company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to three (3) calendar days, exclusive of Saturday, Sunday and holidays.
- 16.01.01.03 Whenever the Company is going to interview an employee in the course of an investigation, they shall first advise the employee: of their right to have a Union representative as an observer during an interview; that an investigation is being held; and, the matter which is under investigation.
- 16.01.02 DISCIPLINARY AND DISCHARGE ACTION
- 16.01.02.01 No employee shall be disciplined or discharged except for just cause.
- 16.01.02.02 Disciplinary or discharge action will not be initiated without prior discussion with the employee. At the commencement of the discussion the employee will be advised of: their right to have a Union representative present; the alleged misdemeanour(s); and, that discipline or discharge action is being contemplated.
- NOTE: The foregoing will not preclude the Company from initiating discharge action without such prior discussion in those instances where the employee is not reasonably available.
- 16.01.02.03 When disciplinary action is verbal, the employee shall be advised of the specific reason(s) and of their right to appeal the disciplinary action.
- 16.01.02.04 When disciplinary action such as a Disciplinary Letter or Suspension Without Pay is taken, the employee shall be advised in writing and the advice shall also inform the employee of the precise reason(s) for such action together with the employee's right to appeal the disciplinary action.
- 16.01.02.05 Implementation of a Suspension Without Pay shall be withheld until all appeal procedures requested in accordance with Article 16.02 have concluded.

- 16.01.02.06 When disciplinary action is in the form of discharge, the employee shall be advised in writing that they are Suspended Pending Discharge and the advice shall also inform the employee of the precise reason(s) for such action together with the employee's right to appeal the disciplinary action.
- 16.02 APPEAL PROCEDURES
- 16.02.01 If the employee feels they have been unjustly dealt with, they shall have the right to initiate an appeal or to request the Union to initiate an appeal on their behalf under this Article. Throughout the procedures the employee shall have the right to be represented by the Union. The employee may, however, handle the matter on their own behalf if they so desire, including arbitration, in accordance with such special procedures as may be arranged between the employee and the Company. In such cases, the employee shall have to assume all fees and expenses involved in the process, including arbitration.
- 16.02.02 Throughout the appeal procedures, the employee or the Union shall be given full opportunity to present evidence and make representation.
- 16.03 STEP 1 - Local Level
- 16.03.01 Each appeal must be lodged in writing, within seven (7) calendar days from receipt of the advice to discipline. The Company shall hold a hearing within seven (7) calendar days of receipt of a written appeal and reasonable notice of the hearing shall be provided to the Union. The Company shall have seven (7) calendar days to render a decision, in writing, from the close of the hearing. Failing a decision or a satisfactory settlement within the above time limits, the matter may be appealed to the Step 2 level.
- 16.04 STEP 2 - Corporate Level
- 16.04.01 The procedures shall be in accordance with the dispositions of Articles 15.04.01, 15.04.03, 15.04.04.
- 16.04.02 The Company's decision in the case of such appeals and hearings may uphold a previous Company decision, or fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.
- 16.04.03 Where Articles 16.03.01 and 16.04.01 refer to the word Union, it shall be deemed to be the employee or the Union, as appropriate.
- 16.05 UNRESOLVED APPEALS
- 16.05.01 If a decision rendered at the Step 2 level is not satisfactory, the matter may be taken to arbitration in accordance with the provisions of Article 17.

- 16.05.02 At the Step 2 level, if the Company fails to hold the hearing in the manner set forth in Article 16.04.01, or render a decision within the specified time limits, the matter may be appealed to arbitration, if the Union so wishes, in accordance with Article 17, and the Company shall bear all expenses and fees of the arbitrator.
- 16.06 TIME LIMITS
- 16.06.01 If an appeal is not initiated within the prescribed time limits, the Company's current decision shall be final and binding.
- 16.06.02 When notice of intent to arbitrate is given to the Company, the notice shall be given to the Company within thirty (30) calendar days following receipt of the Step 2 level decision.
- 16.06.03 All reference to calendar days hereinabove shall be exclusive of Saturday, Sunday and holidays and the time limits may be extended by mutual agreement.
- 16.06.04 If an employee is to be disciplined in the form of Suspension Without Pay, the suspension shall be applied in consecutive work days. The Company will endeavour to commence the suspension within thirty (30) days following the expiration of the appeal periods as provided for in Articles 16.03.01 and 16.04.01, or within thirty (30) days following receipt of the Company's decision at the Step 2 level.
- 16.06.05 If the employee is to be disciplined in the form of discharge, the discharge will take effect on the day following the expiration of the appeal periods as provided for in Articles 16.03.01 and 16.04.01, or following receipt of the Company's decision at the Step 2 level.
- 16.07 WITNESSES
- 16.07.01 The Union/Company may have any witness(es) present who can give relevant evidence on the matter in question.
- 16.07.02 Employees who are Union witnesses shall be given time off without pay for a time sufficient to permit them to appear as witnesses, subject to staff requirements. If a witness is denied such time off, the testimony the employee would have given will be entered at the Step 2 level in the position of the Union.
- 16.08 CORRESPONDENCE
- 16.08.01 All correspondence under this Article shall be copied to the employee concerned, the District Chair and the Union Headquarters unless the employee concerned advises the Company that they wish to proceed by handling the matter on their own behalf as provided for in Article 16.02.01.

- 16.08.02 All correspondence to an employee concerning discipline in the form of Suspension Without Pay shall remain on the employee's personal file for a period of twenty four (24) months from the advice in writing as provided for in Article 16.01.02.04, subject to Article 16.08.05.
- 16.08.03 In the event the Suspension Without Pay is modified through either the appeal or arbitration procedures, the original advice will be removed from the employee's personal file and replaced with the final decision, unless such decision is to exonerate the employee, in which case all correspondence will be removed.
- 16.08.04 Provided that no subsequent correspondence of a disciplinary nature is added to the employee's personal file in the twenty four (24) month period, the correspondence referring to the Suspension Without Pay will be deleted from the employee's personal file: furthermore, when such correspondence is deleted, the employee will be so advised in writing.
- 16.08.05 In the event subsequent disciplinary correspondence is placed on the employee's personal file, the previous correspondence relative to Suspension Without Pay shall remain on the employee's personal file until the expiry date of the subsequent correspondence, or until such time the twenty four (24) month period has expired, whichever is the later.
- 16.08.06 When correspondence of a disciplinary nature is removed from the employee's personal file, the circumstances that led to the discipline shall not be referred to in relation to any subsequent disciplinary action.
- 16.08.07 Appeals being lodged in accordance with Article 16.03 shall be directed to the Manager designated by the Company. The Union District Chair and the employees shall be advised, in writing, of the Manager so designated and of any changes thereto. Appeals being lodged in accordance with Article 16.04 shall be directed to the Director, Labour Relations - Customer Service.

End

## **Article 17    ARBITRATION**

- 17.01            Notice of intention to proceed to arbitration as specified in articles 15.06.02 and 16.06.02 shall be made in writing to the company's Labour Relations Department within thirty (30) calendar days of the receipt of the decision at Step 2 of the grievance procedure.
- 17.02            An Arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 17.01. If the parties are unable to agree on a choice of Arbitrator either party may request the Minister of Labour to name the Arbitrator.
- 17.03            The decision of the Arbitrator shall be final and binding upon the Company, the Union and the Employees involved.
- 17.04            The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this agreement.
- 17.05            At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party requesting their attendance.
- 17.06            The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.

End



## **Article 18 UNION-MANAGEMENT COMMUNICATIONS**

### **18.01 COMMUNICATIONS IN WRITING**

18.01.01 All communications to an employee involving any of the following shall be in writing and copied to the Union District Chair alterations to scheduled shifts, scheduled shift starting times and scheduled days on/days off; time off under Article 7.07.02; assignments under Article 8 and Letters of Understanding No. 16 and 17; layoff and recall; leaves of absence; transfers, change of status; Off-Duty Status; promotion; demotion; Letters of Expectations; and termination; additionally, all correspondence under Article 15 and Article 16 shall be copied to the Union District Chair and the Union at the Headquarters level, subject to Article 16.08.01.

### **18.02 LETTERS OF UNDERSTANDING**

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

### **18.03 UNION-MANAGEMENT COMMITTEE**

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

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

18.03.03 At the base level, meetings will be held each month.

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

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

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

18.04 TIME OFF - UNION BUSINESS

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

18.04.01.01 Where Union Headquarters requests time off for employees to attend pre-scheduled educational training, the Company shall, within reason, ensure those employees so designated will be released from duty. Union Headquarters shall request such time off from the Company at the Headquarters level and such requests to the Company shall afford as much notice as possible.

18.04.01.02 A time bank of forty (40) hours per week for each base will be available for use by the Bargaining Committee Members, Union Health and Safety Coordinator or any other local Union Representative, if required, to be absorbed by the Company.

Time off for Union District Chairs as outlined below will be absorbed by the Company:

NUMBER OF EMPLOYEES TIME OFF

51 - 100	8 hours per week
101 - 200	20 hours per week
201 - 600	40 hours per week
601 - 1000	80 hours per week
1001 - +	120 hours per week

18.04.02 The Union shall be billed for the time off except in those cases where the Company has agreed to absorb certain costs. In either case, the employees involved in this activity are not debited or removed from the payroll. The time billed will be the actual scheduled time off and no account will be taken of the fact that in some cases the absent employee may not be replaced, or that they may be replaced on an overtime or recall basis.

18.04.03 Time off shall be charged to either the Union or the Company, depending on the activity, on the following basis:

**Grievance Procedure General,  
Discipline and Discharge**

**Charge to Code Number:**

Step 1:

Aggrieved Employee(s)	1
Union Representative	1

Step 2:

Aggrieved Employee(s)	1
Union Representative(s) Two only (Including members of Bargaining Committee)	1

**Union-Management Committee Meetings (Article 18.03)**

District Level:

District Chair	1
District Vice-Chair	1
District Union Representative (when authorized by Management)	1

Headquarters Level:

Bargaining Committee	1
District Representatives (when authorized by Management)	1

**Technological Change Meetings (Article 18.07.03)**

Union Representative(s) One (1) per base	1
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**Monitoring and Measurement Joint Review Board Meetings (L11.04)**

Union Representative(s) One (1) per Base	1
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**EMPLOYEE INTRODUCTION:** This includes addressing new employees at basic or localized training sessions in order to cover the following: introduction to Union Officers with whom the employee will be coming in contact; objectives of the Union's constitution; outline of the Union's structure and history; Rand Formula and check-off; application of the Collective Agreement; Government legislation applicable to Union operation; question and answer period. The presentation will be scheduled during the last thirty (30) minutes of any day within the training period with a forty-five (45) minute limitation.

**UNION INFORMATION SESSION:** This includes addressing all employees once, following completion of their probation period or in a reasonable time thereafter, in order to review the subjects covered above, in *Employee Introduction*. The Session will be scheduled for a maximum period of two (2) hours. The Company will determine the amount of employees and the date & time for each Session, based on operational requirements and in agreement with the Union.

District Chair	1
District Vice-Chair	1
District Union Representatives	1

**Union-Management Meetings  
(other than Union-Management Committee meetings)**

District Level:	
District Chair	1
District Vice-Chair	1
District Union Representatives	1
Headquarters Level:	
Bargaining Committee	1
District Union Representatives (When authorized by Management)	1

**Negotiations:**

Four (4) Union designated members of the Union Bargaining Committee for time spent in direct negotiations with the Company 1

18.04.03.01 Time off required by members of the Union Bargaining Committee for activities other than those directly related to Aeroplan Canada Inc will be cleared at the Headquarters' level and charged to the Union on the following basis:

Time required for Union activities not directly related to Aeroplan Canada Inc 3

18.04.04 Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift will be computed at straight time.

18.04.05 Except as provided for above, the Union will bear the cost of all time off for the Union members and officers while participating in recognized Union activities. This will include but is not limited to: Union conventions; executive meetings; meetings to discuss internal Union business; arbitration; conciliation. The Union will bear the cost of time off for other than those designated members of the Union Bargaining Committee for whom the Company accepts responsibility salary-wise for the time spent in negotiations.

District Chairs	3
District Vice-Chairs	3
District Union Representatives	3
Bargaining Committee Members	3
Vice Presidents	5
Health & Welfare Trustees	5

18.04.06 Explanation of Codes

CODE 1 Time off for Union District Chairs, Vice- Chairs, Bargaining Committee, representatives, and members to be absorbed by the Company.

CODE 3 Time off for Union District Chairs, Vice- Chairs, Bargaining Committee, representatives, and members to be charged to the Union

CODE 5 Time off for Vice Presidents to be charged to the Union or Health & Welfare Trustees to be charged to Health & Welfare Trust.

18.04.07 District, as referred to throughout this section, shall be those districts as defined in the Union's By-Laws or Constitution. In no case shall the number of districts or chairpersons exceed two (2) at any base for the purpose of time charges absorbed by the Company.

18.05 CORPORATE REORGANIZATION

In the event that the Company changes ownership, merges with another company or in any way changes its corporate identity, this Agreement will remain in full force and effect and the Union recognition now in effect and/or the certificate issued by the Canada Labour Relations Board then in existence shall not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to protection of employees' seniority and other conditions of this Agreement. Failing settlement, the provisions of the Canada Labour Code will apply.

18.06 BULLETIN BOARDS

The Union shall have the privilege of posting notices and related Union material on Company notice boards and provide access to the Union's communication vehicle.

18.07 TECHNOLOGICAL CHANGES

18.07.01 The intent and purpose of the following articles is to ensure that ample consideration is given to the effect technological change will have upon the job security and conditions of employment of employees as well as the continuing effectiveness of the Company.

18.07.02 Definition - Technological change means the introduction of equipment or material, different in nature, type or quantity from that previously utilized and/or to the manner in which work is carried on related to the introduction of such equipment which affects a significant number of employees.

18.07.03 To ensure the intent, purpose and benefits of technological change are achieved, the Company will meet at the Headquarters level with members of the Bargaining Committee and designated representatives of the Union at least once each quarter but in any case no less than one hundred and sixty (160) days prior to the implementation of any technological change.

18.07.04 The Company shall provide the above representatives with materials pertaining to technological change which may be required to ensure that the fullest discussion will take place on such matters as retraining, filling of jobs created by technology, change of work methods, reorganization of work, change to the method of organization, etc., so as to ensure the change is implemented with the least possible disruption and with the maximum possible benefits to the Company and the employees.

18.08 EMPLOYEE STATISTICAL LISTS

18.08.01 The Company shall provide Union Headquarters, upon request, computer printout lists showing the numbers of employees on the following basis:

- employees by years of service; and
- employees by year of birth; and
- employees by base.

18.08.02 The aforementioned lists shall be provided within seven (7) calendar days.

18.09 HEALTH AND SAFETY

18.09.01 It is the responsibility of all Company personnel and employees to ensure and promote the continued health and safety of the employees. In addition, each employee as well as each Union representative has an obligation to bring any situation which in their opinion represents a hazard to the health and safety of the employees to the attention of the Company.

18.09.02 LOCAL HEALTH AND SAFETY COMMITTEES

18.09.02.01 The Company shall, for each base at which twenty (20) or more employees are employed, establish a Health and Safety Committee. The members of each Committee shall be determined in accordance with the following:

Number of Employees

20 - 199	One (1) selected by the Union; One (1) selected by the Company.
200 - 599	Two (2) selected by the Union; No more than two (2) selected by the Company.
600 and over	Three (3) selected by the Union; No more than three (3) selected by the Company.

18.09.02.02 The Company shall post and keep posted the names and base of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of the employees.

18.09.02.03 The Health and Safety Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the health and safety of the employees represented by the Committee;
- (c) shall cooperate with any occupational health service established to serve the workplace;
- (d) may establish and promote health and safety programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational health and safety including such consultations as may be necessary with persons who are professionally or technically qualified to advise the Committee on such matters;

- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the health and safety of employees;
- (g) shall monitor on a regular basis programs, measures and procedures related to the health and safety of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (i) shall cooperate with safety officers;
- (j) may request from an employer such information as the Committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- (k) shall have full access to all government and employer reports relating to the health and safety of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person; and,
- (l) may conduct a workplace inspection at least once each month. The results of the inspection shall be discussed at the monthly Health & Safety Committee meeting.

- 18.09.02.04 The Health and Safety Committee shall keep accurate records of all matters that come before it and shall keep minutes of its meetings and shall make such minutes and records available to a safety officer on their request.
- 18.09.02.05 The Health and Safety Committee shall meet at least once each month and, where meetings are required on an urgent basis as a result of an emergency or other special circumstance, the Committee shall meet as required.
- 18.09.02.06 A member of a Health and Safety Committee is entitled to such time from their work as is necessary to attend meetings or to carry out any other function as a member of the Committee, and any time spent by the member while carrying out any of their functions as a member of the Committee shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.
- 18.09.02.07 No member of a Health and Safety Committee is personally liable for anything done or omitted to be done by them in good faith.
- 18.09.02.08 At bases with less than twenty (20) employees, the Union shall select an employee as a Health and Safety representative.
- 18.09.02.09 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 and base of the Health and Safety representative.



18.09.02.10 A Health and Safety representative:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the health and safety of the employees represented by the representative;
- (b) shall participate in all inquiries and investigations pertaining to occupational health and safety, including such consultations as may be necessary with persons who are professionally or technically qualified to advise the representative on such matters;
- (c) shall monitor, on a regular basis, programs, measures and procedures related to the health and safety of employees;
- (d) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall monitor data relating to such accidents, injuries and hazards on a regular basis;
- (e) may request from an employer such information as the representative considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the workplace;
- (f) shall have full access to all government and employer reports relating to health and safety of the employees represented by the representative but shall not have access to the medical records of any person except with the consent of that person; and
- (g) may conduct a workplace inspection at least once each month and report the results of such inspections to the Company.

18.09.02.11 A Health and Safety representative is entitled to such time from their work as is necessary to carry out their functions as a representative and any time spent by them while carrying out any of those functions shall, for the purpose of calculating wages owing to them, be deemed to have been spent at their work.

18.09.02.12 No Health and Safety representative is personally liable for anything done or omitted to be done by them in good faith.

18.09.03 Matters which are too large in scope or matters that cannot be resolved at the local Health and Safety Committee level may be dealt with at the Union-Management Headquarters level as per Article 18.03.04.

End

## **Article 19    GENERAL PROVISIONS**

### **19.01            HUMAN RIGHTS**

19.01.01        No employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company or the Union, their officers or agents on the grounds of race, national or ethnic origin, colour, religion, disability, age, sex, sexual orientation, marital status, family status, political affiliation or conviction for an offence for which a pardon has been granted. The Company further commits that no employee will be unlawfully interfered with, restrained, coerced or discriminated against by the Company, its officers or agents because of membership in, or lawful activity on behalf of the Union.

### **19.02            SAVING CLAUSES**

19.02.01        Should any part or provision of this Collective Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

19.02.02        Where the provisions of this Agreement are at variance with the Company regulations the former shall take precedence.

### **19.03            COPIES OF AGREEMENT**

19.03.01        The Company and the Union desire that all employees and all levels of management affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of management concerned shall be given a copy of the Agreement and any subsequent changes to the Agreement including Letters of Understanding.

19.03.02        As soon as practical, the Company and the Union will agree to a final draft of the Collective Agreement prior to printing. The Company shall be responsible for the preparation and printing of the Agreement. The cost of printing will be the responsibility of the Company.

19.03.03        The Agreement shall be published in both French and English, and both versions shall have equal application. In the event of conflicting translation or interpretation, the version in which a clause was negotiated shall govern. As soon as practical, the Company and the Union will agree to a final draft of the French version prior to printing.

### **19.04            EMPLOYEE STATUS**

19.04.01        All employees shall be permanent.

- 19.05            TRAINING
- 19.05.01        All training other than on the employee's scheduled shift will be in accordance with Article 7 and/or Article 13.
- 19.06            GROUP LIFE INSURANCE
- 19.06.01        The Company will pay the full cost of the Group Life Insurance Plan up to a maximum coverage of \$70,000.00. Coverage in excess of \$70,000.00 will continue to be shared on a 50/50 basis. The level of coverage will be two and one-half (2½) times the basic annual salary up to a maximum of \$80,000.00. The maximum level of paid-up life insurance for retired employees will remain at one fourth (¼) of coverage at time of retirement up to a maximum of \$10,000.00.
- 19.07            GROUP LIFE INSURANCE DISABILITY INCOME PLAN
- 19.07.01        Employees shall be in a plan established for CAW - Canada, Local 2002 participants on an employee-pay-all-basis. The Company will provide payroll deduction facilities and remittances of appropriate deductions to the CAW - Canada, Local 2002, Health and Welfare Trust Plan Fund. There will be separate underwriting and funding of the revised program with separate policy or policies issued to the CAW - Canada, Local 2002, Health and Welfare Trust Plan Fund by the underwriter(s) of their choice. Aeroplan Canada Inc will continue to assist in initial channelling and handling of claims material and providing other administrative cooperation to ensure the effective and smooth operation of the program. Aeroplan Canada Inc shall have the right to name one observer to the Group Insurance Disability Income Plan. Participation in GIDIP under the CAW - Canada, Local 2002, Health and Welfare Trust Plan Fund sponsored plan shall remain a condition of employment for all Full-Time employees, for Part-Time employees who have elected to participate and for all Part-Time employees hired or who changed status from Full-Time on or after April 1, 1984.
- 19.07.02        The Company shall pay to the CAW - Health and Welfare Trust, an amount equal to forty dollars (\$40.00) for each Full-Time permanent employee and twenty dollars (\$20.00) for each Part-Time permanent employee as of December 31st each year. Such amounts shall be used by the Health and Welfare Trust to improve benefits.
- 19.08            SUPPLEMENTARY HEALTH INSURANCE
- 19.08.01        The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be fifty thousand dollars (\$50,000.00), with an annual reinstatement of two thousand dollars (\$2,000).

- 19.08.02 The Company will extend coverage to include psychologists at a benefit level of fifty percent (50%) of the cost per visit to a maximum of seven hundred and fifty dollars (\$750.00) per person and one thousand five hundred dollars (\$1,500.00) per family per year.
- 19.08.03 The Company will provide coverage for hearing aids and tests to a maximum of seven hundred and fifty dollars (\$750.00) per five (5) year period.
- 19.08.04 Expenses incurred for paramedical services of Chiropractors, Osteopaths, Naturopaths, and Podiatrists will be covered to a maximum of fifty dollars (\$50.00) per visit to a maximum of one thousand dollars (\$1,000.00) per person per year or two thousand dollars (\$2,000.00) per family per year, less any amount paid to the employees for such services under the employee's provincial medical plan.
- 19.09 DENTAL INSURANCE
- 19.09.01 The Company will pay the full cost of premiums for the Group Dental Insurance Plan. The Company shall be the sole policy holder and administrator of the above-mentioned Plan.
- 19.09.02 The annual maximum of covered expenses is two thousand dollars (\$2,000.00) per calendar year per person. The basic dental services coverage is payable at ninety (90%). The maximum orthodontic coverage for dependent children will be two thousand five hundred dollars (\$2,500.00).
- 19.10 VISION CARE PLAN
- 19.10.01 The Company will pay the full cost of a Vision Care Plan.
- 19.10.02 The benefits for each employee and each eligible dependent to be not more than two hundred and twenty-five dollars (\$225.00) reimbursement for eyeglasses or contact lenses or laser eye surgery\* in each period of twenty-four (24) consecutive calendar months, except that for contact lenses prescribed for severe corneal situations, as set out in the Benefit Booklet, the maximum amount payable shall be three hundred and sixty dollars (\$360.00), payable once during the entire period the person is insured.

Note: \*The following modification will take effect ninety (90) days post ratification.

#### 19.11 EMPLOYEE ASSISTANCE PROGRAM

In our industry, people encounter a wide range of problems not necessarily associated with job functioning, but which can have a serious effect on family, friends, health and ultimately their ability to maintain good work performance.

Aeroplan Canada Inc and the Canadian Auto Workers Local 2002 recognize that many human problems can be successfully treated provided they are identified in their early stages, and referral is made to an appropriate professional resource. This is true whether the problem is one of alcoholism, drug dependency or other medical/social problems.

The Employee Assistance Program has been developed to ensure a better understanding of policy and guidelines for assisting employees who are experiencing problems which may affect their health, their relationship with others, or their job performance.

All employees have the right to participate in the Employee Assistance Program without fear of job recrimination and regardless of their status.

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

It will be the responsibility of the System Committee to ensure that the needs of all coordinators are met in the areas of program promotion and training. All newly appointed coordinators will be required to attend the "Effective Helping Workshop".

#### 19.12 DOMESTIC VIOLENCE

The Company agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Company and the Union agree, when there is adequate verification from a recognized professional (i.e. doctor, lawyer, registered counsellor), an employee who is in an abusive or violent situation will not be subjected to discipline if the absence can be linked to the abusive or violent situation. Absences which are not covered by sick leave or disability insurance will be granted as absent with permission without pay.

End

## **Article 20 CHECK-OFF**

- 20.01 The Company shall deduct on the payroll for each pay period, as per the Company's designated payroll periods, from wages due and payable to each employee such sum as may be uniformly assessed by the Union Constitution subject to the conditions set forth herein.
- 20.02 The amount to be deducted shall include the initiation fee and shall not be changed excepting to conform with a change in the Union's Constitution.
- 20.03 Membership in the Union will be available to any employee under the Constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants. Membership shall not be denied on the grounds of race, national or ethnic origin, colour, religion, age, sex, marital status, language capability or political affiliation.
- 20.04 Deductions shall commence on the payroll for the first applicable pay period of the calendar month following the first date of service in, or training for, a classification covered by this Agreement.
- 20.05 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction shall be made from the wages of such employee by the Company on that payroll. The Company shall not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.06 Only payroll deductions now or hereafter required by law, deductions of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages due and payable prior to any deductions under this Article.
- 20.07 The amount so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.08 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts acted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

- 20.09        The question of what, if any, compensation shall be paid the Company by the Union in recognition of services performed under this Article shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) days' notice in writing.
- 20.10        In the event of any action at law against the parties hereto resulting from any deduction or deductions made from payrolls or to be made by the Company pursuant to the first paragraph of this Article, both parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel fees are incurred these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

End

## **Article 21 DURATION OF AGREEMENT**

- 21.01 This Agreement is effective November 15, 2009, except as otherwise provided herein, and shall continue in full force and effect until November 14, 2012, subject to Articles 4.02, 18.05 and 18.07, and may be varied by mutual agreement, in writing, between the parties hereto. It shall remain binding thereafter from month to month, unless notification, in writing, to reopen the Agreement is served by either of the parties hereto not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month-to-month basis, subject always to Article 21.03.
- 21.02 Where notice to bargain collectively has been given, the Union and the Company shall, without delay, commence to meet diligently to bargain in good faith and make every reasonable effort to enter into a Collective Agreement.
- 21.03 This Agreement shall remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal Laws have been met and no agreement has been reached.

End



## **Letter of Understanding**

### **No.1: PART-TIME EMPLOYEMENT**

- L1.01        The Company will staff its operation with Full-Time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of Part-Time employees may be desirable due to the varying work loads.
- L1.02        When Part-Time employment is resorted to, care must be taken to avoid deterioration of the working conditions and scheduling of Full-Time employees.
- L1.03        Therefore, the parties to this Agreement agree to cooperate and work harmoniously together to avoid wherever possible added burdens on Full-Time employees because of lack of training of Part-Time employees and to avoid imposing any threat to continuous employment of Full-Time employees.
- L1.04        The following rules will be applied in the use of Part-Time employees:
- L1.04.01     Full-time employees with a seniority date of May 19, 1985 or earlier will not be laid off or relocated from their base or required to change status to Part-Time in order to remain in their base while Part-Time employees are employed at that base.
- L1.04.02     Part-Time employees will be paid a rate not less than the minimum nor more than the maximum that is provided by this Agreement.
- L1.04.03     Each Part-Time employee may be scheduled for a minimum of four (4) hours and up to eight (8) consecutive hours employment per day and a minimum of twenty (20) hours and a maximum of twenty-four (24) hours per week.
- L1.04.04     During initial basic classroom training, the Part-Time employee may, for a maximum of seven (7) weeks, be scheduled for eight (8) consecutive hours a day with a maximum of forty (40) hours a week in which case rest and meal periods shall be equal to those of a Full-Time employee.
- L1.04.05     The number of Part-Time employees at a base shall not exceed twenty five percent (25%) of the total number of employees (Full-Time and Part-Time) at the base as of December 31st of the previous year.
- NOTE 1:     Final numbers will be determined using standard mathematical rounding procedures (i.e. decimals equal to or greater than 0.5 are rounded-up to the nearest integer).
- L1.05        Rates of Pay - As provided for in Article 5.

- L1.06 Meal and Rest Periods
- L1.06.01 An employee scheduled to work four (4) hours shall be entitled to one (1) rest period and one-half (½) of the applicable meal period included in their shifts. In the event a majority of the part-time employees affected so desire, the meal and rest periods may be joined into one period, provided Management and the Union District Chair agree to such an arrangement.
- L1.06.02 An employee scheduled to work six (6) hours shall be entitled to one (1) fifteen (15) minute rest period and one (1) thirty (30) minute meal period included in their shift.
- L1.06.03 An employee scheduled to work eight (8) hours shall be entitled to two (2) fifteen (15) minute rest periods and one (1) forty (40) minute meal period included in their shift.
- L1.07 Shift Alterations - May only be applied amongst Part-Time shifts and work schedules and if applied, cannot exceed the hours of work provided in L1.04.03.
- L1.08 Overtime and Recall- In cases where Full-Time employees do not wish, or are not reasonably available to provide necessary overtime and recall requirements, Part-time employees may be used if the overtime is required for a period which is not in conjunction with a Full-Time employee's shift and, in any case, may be used prior to recalling a Full-Time employee.
- L1.08.01 A Part-Time employee may be used up to a maximum of two (2) hours in excess of their scheduled hours. Overtime credits shall be at straight time.
- L1.08.02 Recall of Part-Time employees will be limited to four consecutive hours. Recall credits shall be in accordance with Article 7.04.
- L1.08.03 Additional time worked for training purposes in conjunction with a scheduled hours shift to a maximum of a total combined period of eight (8) hours shall be at straight time, subject to L1.12.
- L1.08.04 Additional time worked for training purposes not in conjunction with a scheduled shift shall be credited in accordance with Article 7.04 and/or L1.13.
- L1.09 Seniority/Staff Reduction/Recall from Layoff - As provided for in Article 10, subject to L1.04.01. Part-Time employees shall be denoted as such on the seniority list.
- L1.10 Service - In accordance with Company Regulations subject to the provisions of Letter of Understanding No. 2.

- L1.11 Leave of Absence - Requests by Part-Time employees for personal leaves of absence will be considered separately from requests by Full-Time employees.
- L1.12 Holidays - Paid as set forth in Article 13 based on the scheduled hours or, if worked, on the hours worked. Holiday pay on days off will be based on the hours scheduled in the four (4) week period immediately preceding the week in which the holiday falls and will be one twentieth (1/20) of those hours.
- L1.13 Vacations - As provided for in Article 14, however, the application will be amongst the part time employees only.
- L1.14 Insurance Plans

#### Group Life Insurance

The level of coverage will be two and one-half (2½) times the basic annual earnings up to a maximum of forty thousand dollars (\$40,000.00).

In the event that the maximum aggregate is reached as a result of a chronic illness, the situation may be brought to the attention of Aeroplan HR who will in turn contact the insurer to evaluate if any future claims related to said chronic illness may be covered by the insurer.

#### Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be fifty thousand dollars (\$50,000.00), with an annual reinstatement of two thousand dollars (\$2,000).

## **Letter of Understanding**

### **No. 2: ACCRUED SERVICE ON CHANGE OF STATUS AND JOINED SERVICE IN CAW-CANADA SCOPE**

- L2.01            Continuous Employment - For the purposes of establishing levels of vacation entitlement, any employee whose status is changed from either Full- Time to Part-Time or Part-Time to Full-Time shall take their accrued service credits with them.
- L2.02            Broken Employment - Any employee, regardless of their status, who has terminated shall be entitled to have their past service recognized upon re-employment in either status provided such re-employment shall have continued for at least twenty-six (26) calendar weeks. This provision shall reflect credit for all previous service which can be substantiated.

NOTE:        The provisions of L2.02 apply only to employees hired prior to January 1, 1989.

## **Letter of Understanding**

### **No. 3: UNION ACTIVITIES**

- L3.01      It is agreed by and between the Company and the Union that in the event that concerted activities on the part of the Union disrupt the service of the Company by the employees, the Union waives its right to Article 15 and Article 17 in the event that Article 2.03 is not adhered to by the Company.

|

## **Letter of Understanding**

### **No. 5: OFF-DUTY STATUS, INDUSTRIAL DISPUTES**

- L5.01        The purpose of this Letter is to set forth the terms and conditions that will apply to employees in the event of an industrial dispute involving any group of persons not covered by this Agreement which causes a reduction in the Company's services.
- L5.02        All provisions of the Collective Agreement not specifically modified or waived by this Letter will remain in effect. Any dispute arising from the terms and conditions of this Letter will be referred to the Headquarters level as soon as possible without prejudice to the Union's right to initiate a formal grievance.
- L5.03        Only those employees who are not required to work during the period the Company's services are affected shall be placed on Off-Duty Status hereafter referred to as O.D.S.
- L5.04        All Part-Time employees in a classification in a base will be placed on O.D.S. before any Full-Time employees in that classification are placed on O.D.S.
- L5.05        Base seniority within each classification will be the determining factor as to who will be kept on duty except that employees may request personal leaves of absence without pay where such leaves will avoid another employee being placed on O.D.S. Such leaves shall be termed voluntary Off-Duty Status and will be subject to the provisions of L5.16, L5.17 and L5.19 and shall remain in effect until the provisions of L5.20 become effective. Employees electing for voluntary Off-Duty Status will be advised of the above conditions prior to the leave being granted.
- L5.06        The Company shall provide notice of O.D.S., in writing, to only those employees who are not required to work. An employee placed on O.D.S will be given a minimum of twenty-four (24) hours notice which may be verbal but which will be confirmed in writing not later than forty-eight (48) hours after commencement of O.D.S.
- L5.07        As soon as possible after implementing the provisions of this Letter the Company will produce and issue a letter to each employee on O.D.S. This letter will include a summary of Employment Insurance Commission procedures to be followed by the employee, the effect on Company insurance plans and benefits, the effect on the Group Insurance Disability Income Plan, and any other relevant information.
- L5.08        An employee whom the Company is unable to contact to advise of O.D.S. will be placed on O.D.S. and the written notice provided for in L5.06 and L5.07 will be sent to the employee's last known address.

- L5.09           An employee who is out of the base and, who, due to an inability to travel, the Company is unable to contact to advise of work assignment will not be disciplined. Such employee will be placed on O.D.S. but will be returned to work within twenty-four (24) hours of the Company having knowledge of their return to the base, provided their seniority is sufficient to retain a work assignment.
- L5.10           No employee's scheduled days on/days off will be altered. However, the scheduled shift or scheduled shift starting time of an employee required to work may be altered to conform with major changes in the normal working hours or work requirements at a base. The Company will advise the employee at least twenty-four (24) hours in advance of any alteration to their shift. Such notice may be verbal but written notice will be provided as soon as possible.
- L5.11           RELOCATION - IN BASE
- L5.11.01       An employee kept on duty may be required to work at another location within the base in their classification; however, such assignments will be in inverse order of seniority providing the remaining employees are capable of performing the tasks/duties required. In any case, Full-Time employees will not be relocated from a location while Part-Time employees are retained in that location.
- L5.12           RELOCATION - OUT OF BASE
- L5.12.01       In the event that operations are rescheduled in or out of another base in Canada, employees at a base where the Company's services are reduced may be required to report to the other base or travel with passengers rerouted to the other base. Volunteers will be solicited from amongst the employees at that location in which they will be working at their new base and selection shall be in order of seniority.
- L5.12.02       In the event that operations are rescheduled in or out of U.S.A. airports, employees in the Customer Sales and Service classification may be required to travel with the passengers. In such instances, employees will not be requested to perform any tasks/duties not falling within the scope of this Agreement. All such assignments shall be on a voluntary basis in order of seniority subject to discussion between the Company and the Union District Chair or their designated representative where no volunteers can be found.
- L5.12.03       The Company will provide travel insurance in the amount of two hundred and fifty thousand (\$250,000.00) for each employee travelling and expenses will be paid in accordance with Company regulations.
- L5.13           There shall be no overtime or recall in a classification at any base where employees in that classification are on O.D.S. Additional staff requirements shall be filled by returning employees on O.D.S. to duty in order of base seniority within each classification.

- L5.14 While it is recognized that all temporary assignments in accordance with Article 8.02 should be terminated, where it is necessary to have such assignments they shall be from among those employees kept on duty in accordance with this Letter.
- L5.15 The Company will investigate the possibility of providing training during any reduction in the Company's service. If it is found that training can be provided, all such programs shall be subject to mutual agreement between the Union and Company, at the Headquarters level.
- L5.16 An employee on vacation will continue on vacation and will be placed on O.D.S., if applicable under L5.04 or L5.05, upon the date of their scheduled return from vacation. An employee kept on duty or an employee placed on O.D.S. will commence vacation as scheduled.
- L5.17 Subject to changes to the Group Insurance Disability Income Plan, the following will apply during any O.D.S.:
- L5.17.01 An employee receiving disability insurance benefits will continue to receive those benefits until they are scheduled to return to work at which time they will be placed on O.D.S., if applicable. An employee whose illness commenced before the reduction of operations and who has not yet completed the waiting period will receive disability insurance benefits as scheduled, subject to satisfactory proof of disability.
- L5.17.02 An employee who wishes to continue their Group Insurance Disability Income Plan coverage during a period of O.D.S. may do so by pre-paying the premium as provided in the regulations of the Plan.
- L5.18 Company sick leave benefits will not be granted to an employee on O.D.S. However, any illness during the period of O.D.S. may be reviewed at the Company Headquarters level upon request of the Union Headquarters.
- L5.19 An employee placed on O.D.S. will not lose service credits for pension purposes unless the employee is off the payroll for a full calendar month. Company service for all other purposes will continue to accrue for the first fourteen (14) calendar days of any O.D.S. Prior to any action by the Company relative to service accrual beyond fourteen (14) days, discussions will be held at the Headquarters level between the Company and the Union.
- L5.20 Notification of return to duty may be verbal, but must be later confirmed in writing, and will state the effective date of the return to duty. Every effort will be made by the Company to return all employees at a location scheduled to work in the shift(s) in effect at the time the Company resumes its operations at that location. The Company will endeavour to return such employees to duty in order of seniority.
- L5.20.01 An employee will be allowed a reasonable length of time to return to duty.



## **Letter of Understanding**

### **No. 6: LANGUAGE**

- L6.01.01      It is agreed by and between the Company and the Union that bilingual numerical levels of capability for the Customer Sales & Service Agent classification as shown herein have been established for each base.
- L6.01.02      In an effort to achieve the bilingual numerical level of capability the Company would implement a policy of hiring only qualified applicants who are bilingual in bases where the agreed bilingual level was below the established figure. This hiring policy applies after complying with the provisions of Article 10 and Article 12 and modifications agreed to hereunder. Established levels are to be considered as a minimum objective and every effort should be made to surpass these figures.
- L6.01.03      Where the language capability at a base is below the numerical level, a transfer or change of status under Article 12 will only be made if the employee meets the necessary language requirement.
- L6.01.04      An employee, whose valid request for transfer or change of status has not been actioned on the basis of not meeting the language requirement, will be offered the next vacancy at the requested base regardless of the numerical level of language capability.
- L6.01.05      Where the numerical level of language capability has been met, transfers and changes of status will be actioned in accordance with Article 12.
- L6.01.06      In the event of a staff reduction, the language requirements in Article 10.10.02 will not apply. A unilingual employee electing to exercise bumping privileges, filling a vacancy or accepting recall from lay-off to a base where the numerical level of language capability is always equal to the authorized establishment will, however, be responsible to acquire the necessary language proficiency within a period of twenty-four (24) months. If the employee fails to reach the necessary language proficiency within the specified period of time, the employee will be subject to relocation. Prior to relocation, each such case will be discussed by the Company and the Union, at the Headquarters level.
- L6.01.07      For employees who are identified as having bilingual (French and English) capability, methods of testing will be employed by the Company to determine their acceptability and/or language level.
- L6.01.08      Language training (French and English) will be provided at Company expense and at Company time on a voluntary basis to those employees who have been tested and possess the required basic knowledge and learning ability in the other official language.

- L6.01.09 The details of such a training program will be discussed with the Union at the Headquarters level prior to its implementation.
- L6.01.10 The provisions of this Letter of Understanding will be reviewed periodically during the life of this Agreement at the Union-Management Headquarters level.
- L6.01.11 BILINGUAL NUMERICAL LEVELS CUSTOMER SALES & SERVICE  
AGENT CLASSIFICATION
- |           |          |
|-----------|----------|
| BASE      | REQUIRED |
| MONTREAL  | ALL      |
| VANCOUVER | 12       |
- L6.01.12 The Company and the Union Regional Bargaining Committee member agree to jointly investigate any bilingual complaint received from the office of the Official Language Commissioner for the purpose of resolving the issues giving rise to the complaint.

## **Letter of Understanding**

### **No. 7: APPLICATION OF ARTICLE 2.03**

- L7.01        It is recognized that it is in the mutual interest of the Company and the employees to contribute to a viable and economic operation of the Company which will provide, to the fullest extent possible, continuing employment to the employees.
- L7.02        It is agreed that the provisions of Article 2.03 do not prevent the Company from marketing its products through outside companies, even though these companies may be performing some of the functions described in Article 4.
- L7.03        During the life of this Agreement the Union agrees to exempt the Company from the terms of Article 2.03 as it applies to tasks/duties covered by the Collective Agreement being performed by other Company personnel, and to the extent that such tasks/duties are being performed, as of September 25, 1984.
- L7.04        It is recognized by the parties to this Agreement that certain tasks/duties covered under Article 4 and not associated with marketing the Company's products, as described in L7.02, are being performed by persons who are not Company personnel. It is agreed that such tasks/duties may continue to be performed, where they are being performed, as of September 25, 1984.

## **Letter of Understanding**

### **No. 10: REDUCED WORK WEEK**

**L10.01** Except as otherwise provided for hereinafter, all provisions of the Agreement shall apply to those employees who have selected the option of working a reduced work week.

**L10.02** In some bases the Company may declare that its operations could permit a reduced work week. Such a reduced work week would consist of the following:

- a) a standard work week of thirty-five (35) hours and a standard work day of seven (7) consecutive hours, inclusive of meal and rest periods. Where it is not practical to relieve employees two (2) days in seven (7), the number of days off in a complete Sub-Schedule shall not be less than two-sevenths (2/7) of the total number of days in the Sub-Schedule;

NOTE: Where the standard work day of seven (7) consecutive hours is not practicable, the employee may be scheduled for more than seven (7) consecutive hours but not in excess of eight (8) consecutive hours, inclusive of meal and rest periods. This provision is to achieve the equivalent of the thirty-five (35) hour reduced work week on a 6 days on, 3 days off rotation (average seven and one half (7½) hours per day) or on a 5 days on, 3 days off rotation (eight (8) hours per day).

- b) a thirty-two (32) hour work week (four (4) work days of eight (8) paid hours);
- c) a thirty-six (36) hour work week (four (4) work days of nine (9) paid hours).

**L10.03** Employees will advise their Operations Manager, in writing, with a copy to the Union District Chair if they wish to work a reduced work week. Prior to initiating discussions concerning development of a Work Schedule, the Company, if it determines a reduced work week to be feasible, will contact those employees who have recorded their wish to work a reduced work week and those presently working a reduced work week to establish that they still wish to exercise that option.

**L10.04** In accordance with Article 6.02, a Sub-Schedule may be developed for each function in a base where the Company has exercised its option to introduce a reduced work week. Employees who have indicated their preference for a reduced work week in accordance with L10.03 will be assigned to the Sub-Schedule within their function in order of seniority. Such Sub-Schedules shall be over and above those described in Article 6.02.02.02; however, only one (1) reduced work week Sub-Schedule may be developed for each function.

- L10.05** Subject to L10.07, a person entering into a base, or an employee who is changing base, status or is being recalled from lay-off, or who is reporting back to duty following a maternity leave or child care leave, and who will be filling a vacancy in a reduced work week Sub-Schedule will be given the option of working the reduced hours or having each shift extended by one (1) hour.
- L10.06** RATES OF PAY - The basic weekly rate will be thirty-two (32), thirty-five (35), thirty-six (36) times the equivalent hourly rate provided for in Article 5.04, whichever is applicable. The monthly equivalent will be based on the basic weekly rate in the same manner as provided for in Article 5.04.
- L10.07** EMPLOYEE ELECTION - Employees who elect to work a reduced work week and who are subsequently assigned to such a Sub-Schedule will remain on such a Sub-Schedule for the duration of the Sub-Schedule, as provided for in Article 6, unless other arrangements acceptable to the Company can be made.
- L10.08** In the application of overtime, the first hour worked outside a scheduled shift in a reduced work week will be paid for at straight time. All time worked in excess of that first hour shall be recorded and computed in accordance with Article 7.03.
- L10.09** The application of this Letter of Understanding will be reviewed by the Company and the Union at the Headquarters level.

## **Letter of Understanding**

### **No. 11: MONITORING AND MEASUREMENT OF WORK PERFORMANCE**

- L11.01** The Company and the Union recognize the stress that individual monitoring and measurement creates for employees if it is perceived as, or is being utilized in a manner inconsistent with the purposes as set out herein. It is not the intended purpose of monitoring or measurement to place unreasonable restrictions on employees or to discipline or discriminate against employees.
- L11.02** **Monitoring** - The purpose of monitoring is to support the processes of employee counselling, training and development
- L11.02.01** To ensure that any stressful effect on employees is reduced, each employee will be advised prior to the Company undertaking any monitoring in accordance with L11.02.
- L11.03** **Measurement** – The purpose of measurement is to provide the necessary information to determine the level of service to customers and to establish staff requirements.
- L11.04** In recognition of these concerns, and to ensure that monitoring and measurement continue to be utilized by the Company for the purposes intended, it is agreed that a Joint Review Board consisting of management and designated representatives of the Union, will meet at the headquarters level as often as required:
- L11.04.01** To review, on an ongoing basis, the utilization of monitoring and measurement equipment and processes currently being used or being considered for use in the future;
- L11.04.02** To investigate and review complaints; and
- L11.04.03** To report to the UMHQ level on a regular basis.

## **Letter of Understanding**

### **No. 12: VOLUNTARY STAFF REDUCTION PROGRAMS**

- L12.01            At a base where there is a surplus of Full-Time employees and an underage of Part-Time employees, Full-Time employees may, at the discretion of the Company, elect to change status to Part-Time. Such an employee will continue to receive their Full-Time weekly rate of pay and benefits for a two (2) year period, after which they will terminate their employment or, if eligible, retire.
  
- L12.01.01       In the application of L12.01, the provisions of Article 12 will be followed. Employees will not be refused a change of status because they do not wish to avail themselves of the provisions of L12.01. However, an employee who is offered a change of status will be advised if the provisions of L12.01 are available.
  
- L12.02            At the discretion of the Company, and with the agreement of the Union, other methods of achieving a reduction in the number of Full-Time and/or Part-Time employees may be implemented by the Company.

## **Letter of Understanding**

### **No. 13: EXTENDED LEAVE OF ABSENCE – MATERNITY HEALTH CONCERNS RELATED TO POTENTIALLY HAZARDOUS WORKING CONDITIONS**

- L13.01        A pregnant employee who furnishes to the Company a medical certificate attesting to her concerns that her working conditions may be physically dangerous to her unborn child, or to herself by reason of her pregnancy, may elect one of the following two (2) options:
- L13.01.01    To request: to be reassigned within the base to another function or duties covered by the Collective Agreement under Article 4; or, alternatively, to be considered for a reassignment under L.O.U. 17.
- L13.01.02    To be placed, in accordance with the terms and conditions of Article 11.05.03, on an extension to a maternity leave of absence.
- L13.02        In response to a request under L13.01.01, the Company may alter working conditions to alleviate concerns, or in the event concerns remain, may reassign the employee, provided that no other employee is affected by the reassignment, or alteration. In the event the Company is unable to accommodate the employee under the provisions of L13.01.01, or in the event the employee does not accept, L13.01.02 shall still be available to the employee. If L13.01.02 is accepted under these circumstances, the employee may terminate the extension in the event the Company subsequently offers, and the employee accepts, a reassignment under the provisions of L13.01.01.
- L13.02.01    Where the employee furnishes the Company with a medical certificate attesting that the working conditions of her former function no longer pose a concern in accordance with L13.01, the employee may terminate an extension, or reassignment, and return to her former function.
- L13.02.02    Where an employee's transfer or change of status is actioned in accordance with Article 11.01.05.02 and where the employee furnishes the Company with a medical certificate attesting that the working conditions of her new location or status no longer pose a concern in accordance with L13.01, the employee may terminate an extension early.
- L13.02.03    The provisions of L13.02.01 and L13.02.02 may only be exercised once during an extension to a maternity leave of absence.
- L13.03        For the purpose of Article 11.05.06, the former "function" shall mean the employee's function prior to any reassignment resulting from the application of L13.01.01. All other terms of Article 11.05.06 shall apply.



- L13.04 In the application of L13.01.02, such extension shall be granted from the time the request is made.
- L13.05 If an employee has requested a maternity leave of absence in accordance with Article 11.05.02, and then subsequently requests an extension to that leave in accordance with L13.01.02, the employee must then provide the Company with another medical certificate from her doctor.
- L13.06 Where any government form is available to the employee for the purpose of verification by her doctor, such forms may be used by the employee and, if used, shall be deemed to be the medical certificates referred to in Article 11.05 and L13.01.
- L13.07 Post-natal, extended maternity leave shall continue to be in accordance with Article 11.05.05.
- L13.08 In the event an employee's Maternity leave of absence under Article 11.05.02 is extended under the provisions of L13.01, the 132-day period shall be increased to include that amount of time by which the Maternity leave of absence is extended.

## **Letter of Understanding**

### **No. 14: RECIPROCAL TRANSFERS AND CHANGES OF STATUS**

- L14.01        Twice each year, as soon as possible following March 1st and September 1st respectively, the Company and Union at the Headquarters Level will meet to determine where vacancies or staff requirements will be declared for the purpose of actioning reciprocal requests for transfer and change of status.
- L14.02        Once declared, such vacancies or staff requirements will be filled in accordance with the provisions of Article 12, except as modified by the following:
  - L14.02.01    Selection will be made based on the seniority of the employees whose applications have been received at least fifteen (15) calendar days prior to March 1st and September 1st, as applicable.
  - L14.02.02    Offers will be considered conditional until such time as the reciprocating transfer(s) or change(s) of status have been accepted by the employee(s) involved.

## **Letter of Understanding**

### **No. 16: EXPANSION OF SCOPE TASKS/DUTIES**

- L16.01        This Letter of Understanding covering the expansion of scope tasks/duties has been agreed to by the Company and the Union.
- L16.02        EXPANDED TASKS/DUTIES
- L16.02.01    During the life of this Collective Agreement, the Company will maintain not less than eight (8) positions on a non-exclusive basis.
- L16.02.02    Separate work functions may be established in accordance with Article 6.02.01.01 comprised of employees performing these tasks/duties. In the application of Articles 6.03.01.01 and 6.03.01.02, vacancies will be filled by the most senior applicant who possesses the necessary qualifications.
- L16.02.03    In those cases where a separate work function is not established, the Company shall make every reasonable effort to equitably distribute the performance of these tasks/duties amongst the employees in the base who volunteer to perform such tasks/duties and who possess the necessary qualifications.
- L16.03        Exceptions to the application of the Collective Agreement which may be required due to the special nature of the task/duty to be performed shall be as determined by the Company and the Union at the Headquarters level.
- L16.04        FUTURE EXPANSION OF SCOPE TASKS/DUTIES
- L16.04.01    During the meetings provided for in Article 18.07.03, the Company and the Union shall explore the continued expansion and establishment of other tasks/duties.

## **Letter of Understanding**

### **No. 17: TEMPORARY EXPANSION OF SCOPE TASKS/DUTIES**

- L17.01      In addition to the expansion of tasks/duties as described in Letter of Understanding No. 16, there will be a continuing need to expand tasks/duties for temporary periods. These temporary assignments, which may supplement those established under L.O.U. 16 or may be in areas other than those listed therein, will be made available in accordance with the following:
  - L17.01.01      Where the assignment(s) would involve employees from one (1) base, such expansion will be subject to the agreement of the Union at the District Level.
  - L17.01.02      Where the assignment(s) would involve employees from more than one (1) base, or where exception to the application of the Collective Agreement is requested, such expansion will be subject to the agreement of the Union at the Headquarters Level.
- L17.02      The performance of the tasks/duties provided for in the foregoing shall not be construed as being the exclusive right of employees.
- L17.03      A review of tasks/duties performed in accordance with this Letter shall be the subject of ongoing discussions by the Company and Union during the meetings provided for in Article 18.07.03.

## **Letter of Understanding**

### **No. 18: CESSATION, REDUCTION OR CHANGE OF OPERATIONS**

- L18.01        The Company commits that employees with a seniority date of April 1, 1999 or earlier located in Vancouver and Montreal, will not be laid off or relocated from their base due to a closure of an Aeroplan Office. The Company further commits that any reduction in staff from these bases will be accomplished by attrition and/or voluntary severance programs agreed to by the Company and the Union in accordance with the following:
- L18.01.01    If staff reductions occur at a base, all employees at the affected base shall have the option of terminating their employment with the Company and will be entitled to a severance allowance of two (2) weeks' pay at their current rate of pay for each full calendar year of service, or part thereof, up to a maximum of fifty-two (52) weeks' pay.
- L18.01.02    Employees shall be offered the provisions of severance allowance in order of seniority only to the extent required to eliminate layoffs.
- L18.02        In the event the Company ceases to operate, significantly reduces its operations, or significantly changes its way of doing business, at a base it is recognized that the provisions of Article 10 governing staff reduction, layoff and recall may not fully or adequately deal with the impact on the employees affected. Therefore, it is agreed that when such changes are implemented by the Company, the following shall apply:
- L18.02.01    The Company shall provide as much notice to the Union as possible and sufficient to implement the provisions of this Letter of Understanding, and shall, without delay, meet the Union for the purpose of minimizing the effect on employees.
- L18.02.02    Where another company or other companies are expanding their operations, the Company will enter into discussions with those companies in order to assist those employees who so wish to gain employment with those companies.
- L18.02.03    Notwithstanding the provisions of L18.01.01 and L18.01.02, employees who are subject to staff reduction at a base shall have the option of:
- a)    Terminating their employment with the Company in accordance with the provision of Article 10.13.
  - b)    Relocating to another base in accordance with Article 10.10.01.02.

L18.02.04 SEVERANCE ALLOWANCE OPTIONS

L18.02.04.01 Options for Pensionable Employees

- a) Employees under age 55 at time of retirement may elect to receive "age make-up" at a rate of fifty percent (50%) of the months between their retirement age and 55 to a maximum of sixty (60) months. Eight (8) weeks of the allowance shall be converted for each year of "age make-up" required for pension reduction purposes under age 55.
- b) Lump sum cash payment.
- c) Time on payroll at full salary.
- d) Time on payroll at half salary.
- e) Any combination of the above, except that options c) and d) in total may not exceed twenty-four (24) months or normal retirement age whichever is earlier.

L18.02.04.02 Options for Non-Pensionable Employees

- a) Lump sum cash payment.
- b) Time on payroll at full salary.
- c) Time on payroll at half salary.
- d) Any combination of the above, except that options b) and c) in total may not exceed twenty-four (24) months or normal retirement age whichever is earlier.

L18.02.04.03 Additional Provisions for Non-Pensionable Employees

- a) Continuation of Supplementary Health Insurance, Dental Plan, Group Life Insurance and Vision Care Plan for twelve (12) months beyond separation or re-employment with another company, whichever is the earlier.

## **Letter of Understanding**

### **No. 22: LEAD AGENTS**

- L22.01 Except as otherwise provided for hereinafter, all provisions of the Collective Agreement shall apply to those employees performing in the work function(s) of Lead Customer Sales and Service Agent (Lead Agent).
- L22.02 The duties of the Lead Agent will vary according to the work function. The principal function of a Lead Agent is to provide leadership, support and direction to a group of employees in the areas of technical expertise & customer service while remaining a full working member of that group. Additional responsibilities may include on the job training and instruction. Lead Agents shall not be permitted to be directly involved in the discipline of any other employee.
- L22.03 Lead and Relief Lead Agents must have a satisfactory record of employment including attendance and possess the qualifications of the work function, pass an appropriate qualifying examination and a structured interview. A formal selection process in support of the provisions contained herein will be as follows:
- L22.03.01 Employees must have passed a qualifying examination at least thirty (30) days prior to filling a vacancy. Successful completion of this qualifying exam will be valid for a period of eighteen (18) months at which time the employee must re-qualify in accordance with the foregoing.
- L22.03.02 In the event an employee fails to achieve the 80% passing mark on the qualifying examination, one (1) rewrite within sixty (60) days of the effective date of the initial results will be permitted. If unsuccessful, the employee will be ineligible to attempt to qualify again for a period of one (1) year.
- L22.03.03 Each eligible candidate will be given a structured interview conducted by (1) HR management (1) Contact Centre Manager and one (1) Union Representative. The candidate must achieve a 70% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, the following options are available to the candidate:
- (1) The candidate may be re-interviewed following six (6) calendar months from his/her interview OR;
  - (2) On a one time basis only, the candidate may request a second interview within sixty (60) calendar days from the first interview. Should the candidate fail this second interview, a one year waiting period will be required prior to any further structured interview for the same classification. Passing interview scores for interviews will be valid for a period of two (2) years from the effective date of the results of the interview.

- L22.03.04 Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and Union.
- L22.03.05 Candidates who successfully complete the Qualifying Examination and Structured Interview will be deemed as having equal ability, and accordingly the employee(s) possessing the greater seniority shall be awarded the position(s).
- L22.04 Any difficulties arising in the implementation of this Letter of Understanding will be discussed by the Company and the Union at the Headquarters level.
- L22.05 Once accepted as a Lead Agent, an employee may request transfer within a base as per article 6.03 only after completing a minimum of twelve (12) months.
- L22.06 It is agreed that the parties will review any work performance issues of a Lead Customer Sales and Service Agent and this may result in removal from the position.



## **Letter of Understanding**

### **No. 27: EDUCATIONAL TRAINING PROGRAM**

The Company and the Union have agreed to offer an Educational/Retraining Program (the "Program") to Customer Sales and Service Agents who are interested in pursuing educational or retraining opportunities while employed at Aeroplan. This program will allow Full-Time employees to change status to Part-time for a maximum continuous period of forty-eight (48) months while engaged in studies or retraining from a recognized educational institution to develop knowledge required in their present position or other positions within or outside the Company.

Accordingly, the parties agree to the following:

1. Full-Time employees who can attest that they have engaged in job-related or developmental courses at recognized educational institutions, colleges, universities are eligible to participate in this program. The employee's attendance will be considered in the company's decision to allow participation in the program.

Note: On-line courses are subject to management approval.

2. Eligible Full-Time employees will change status to Part-time while covered by the terms and conditions of this Program. Once they have changed status to part-time, employees will be covered by the working conditions and benefits applicable to part-time employees.
3. This LOU shall become effective September 1, 2003 or with the beginning of the school year. Changes of status will be effective in September or in January of each year. Exception to these dates may be discussed between the parties. Employees will be permitted to change status for a minimum continuous period of six (6) months up to a maximum continuous period of forty-eight (48) months.
4. While working as part-time employees, employees covered by this Memorandum will be awarded a work schedule that meets the Company's operational requirements and does not interfere with their schooling or retraining. The work schedules awarded to employees will consist mostly of afternoon and week-end shifts up to twenty-four (24) hours a week, consistent with the part-time hours in the employees' base.
5. At the end of the selected period, employees will revert to Full-Time status and their working conditions and benefits will be those of a Full-Time employee unless an employee has accepted, while on this program, a part-time vacancy under the provisions of Article 12. Employees will not be eligible for the Educational/Retraining Program unless a minimum period of twenty-four (24) months has elapsed since the last change of status governed by this Memorandum. Exceptional circumstances to the eligibility may be discussed between the Company and the Union.

6. Participants may request to work Full-Time hours on a temporary basis during the summer months. Such requests will be accommodated subject to operational requirements. Overtime/recall for employees working Full-Time hours on a temporary basis will be governed by the provisions of Articles 7.03 and 7.04 as if they were Full-Time employees.
7. Employees wishing to cancel their participation under this Memorandum must provide the Company with thirty (30) days notice prior to their intended date to revert back to full-time status.
8. The number of participants will be subject to the Company's operational requirements. Where the number of requests would be detrimental to the Company's staffing requirements, the parties will discuss alternative solutions to enable the granting of the requests including the application of Article 12 of the Collective Agreement.

Employees who wish to apply for this Program are to forward their application in writing to their local Resource Manager with a copy to the local CAW Chairperson.

Such application must be received no later than twenty-one (21) days prior to the effective date of the change of status.

## **Memorandum of Understanding**

### **No. 1: AEROPLAN CANADA INC PENSION PLAN, FOR EMPLOYEES PREVIOUSLY REPRESENTED BY CAW LOCAL 2213**

CAW and Aeroplan agree that they have reached an agreement in principle on all items of the Aeroplan Pension Plan. However, the final language is not yet available and will have to be completed by agreement between parties and the approval of the regulator after the signing of this Memorandum of Agreement dated November 1, 2009.

1. The Company will, upon request, provide full information on actuarial evaluations, costs and funding for CAW-Canada participants, in the existing Pension Plan. It is recognized that such information is normally only available to the Company tri-annually and that the Company will not be required to undertake any special actuarial evaluation in order to provide such information. In addition the Company will advise the Union of any changes to the existing Pension Plan as they pertain to CAW-Canada participants.

A Joint Committee with equal representation from both the Company and the Union will be established to evaluate the above data as well as any proposed amendments or improvements, including actuarial evaluations showing long term costs specifically for CAW-Canada participants. The Joint Committee will meet on a continuing basis at least annually during the life of this Agreement and its work will be conducted confidentially.

In addition, during the life of this Agreement, the Joint Committee will review and investigate improvements and/or changes to the pension plan, cost issues related to such improvements and/or changes, with a view to recommending to the parties, the basis of a long-term agreement that would address the pension issues and the continued viability of the Pension Plan.

2. Aeroplan Canada Inc agrees to pay the cost of such studies in addition to the cost and expenses of any advisors consulted by the Joint Committee, or of any CAW-Canada members with respect to the conduct of any and all duties and/or for the Committee; time spent by CAW-Canada members of this Committee shall be absorbed by the Company.
3. Aeroplan Canada Inc will provide a simplified booklet briefly describing the existing Pension Plan in easily understood terms with examples. CAW-Canada participants in the existing Aeroplan Canada Inc Pension Plan shall be entitled to receive annually a statement reflecting:
  - a) Required contributions paid (latest year and total);
  - b) Accumulated required employee contributions with interest;
  - c) Same as a, and b, but for voluntary employee contributions, if any.

4. Aeroplan Canada Inc will continue to complete its data files so as to put itself in a position to provide on the annual statement of benefits the following additional information:
  - 1) Monthly pension earned (latest year and total);
  - 2) Minimum monthly pension at a specified age;
  - 3) Estimated monthly pension at normal retirement.
5. CAW-Canada participants shall receive the benefit of any amendments or improvements effected in the provisions of the current Pension Plan during the life of the Collective Agreement provided that such benefit, in the opinion of the Joint Committee, is in the best interest of the CAW-Canada participants.
6. The Company agrees that changes to the Pension Plan which affect CAW-Canada participants will not be made except as agreed by the Union.
7. The provisions of this Memorandum shall be subject to the provisions of Articles 15 and 17.
8. If the Air Canada pension plan winds up, former Air Canada employees will be allowed to transfer their pension entitlement to the Aeroplan Unionized Employees Pension Plan, but if the Air Canada pension plan is partially funded, the former Air Canada employees would have their pension entitlement reduced by the unfunded portion so that the transfers become cost neutral to Aeroplan.
9. CAW Local 2002 members on sick leave, including the 14-day waiting period for GIDIP or progressive return to work (rehabilitation) on a partial basis without disability or workers' compensation benefits are required to contribute to the Pension Plan on the earnings they are receiving.

CAW Local 2002 members on GIDIP or workers' compensation or progressive return to work (rehabilitation) on a partial basis with disability or workers' compensation benefits are not required to contribute to the Pension Plan.
10. If there are changes in the human rights legislation or laws over the term of the collective agreement, and if some of the provisions of the collective agreement, including the pension plan, group life or health care plans would be in violation with such new laws, then the parties agree to meet and amend such provisions to conform with the human rights legislation or law.
11. Laid off employees with 2 years of service would be eligible to buy back pension service. As well, employees opting for a voluntary leave of absence during a downsizing would have the same option for the buy back of pension service. The contributions for the buy back of service would be 2 times the regular employee contributions.

## **Memorandum of Understanding**

### **No. 2: RETIREMENT PHASE-IN WITH PART-TIME EMPLOYEMENT**

It is agreed and understood that the provisions of the Collective Agreement shall apply to those employees who elect to participate in this retirement phase-in program, except as modified by the following:

1. Employees who are eligible to retire with pension in accordance with Section 5.2 of the Pension Plan for Aeroplan Unionized Employees and who wish to participate in the program will request a change of status under the provisions of Article 12, and shall notify the Company of their intent to retire with pension at the same time.
2. Requests shall be actioned, subject to vacancies being available, in accordance with Article 12.
3. An employee accepting the change of status when it is made available and this having been confirmed per Article 12.04.02, shall retire with pension in accordance with Section 5.2 of the Pension Plan when the change of status is effected.
4. Employees shall continue in part-time employment and in receipt of pension benefits for a maximum period of five (5) years, or until such time as they reach normal retirement age as defined in the Pension Plan, or until they terminate their service with the Company, whichever is the earlier.
5. Notwithstanding anything to the contrary in the Aeroplan Pension Plan Rules and Regulations, on receipt of pension benefits, employees shall cease to be active members of the Plan and shall cease to contribute to the Plan or accrue additional allowable service under the Plan. Pension benefits shall be those provided by the Plan at the time the employee retires from full-time status.
6. Employees participating in the Program shall not have the right to change status to full-time under any circumstances, whether that be through the provisions of Article 10, Article 12, or any other provision of the Collective Agreement.
7. **BENEFITS**
  - (a) **Group Life Insurance:** One fourth (1/4th) of active coverage at time of retirement, as set out in Item 3, up to a maximum of ten thousand dollars (\$10,000.00). Additional coverage is available at employee cost.
  - (b) **Group Insurance Disability Income Plan:** Employees shall be covered as part-time employees and disability benefits shall not be offset by pension benefits.

- (c) Supplementary Health Insurance: Employees will be covered by the basic Canadian Retired Health Plan - Plan I (no cost to employee), or may elect to participate in the Voluntary Supplementary Health Plan - Plan II (employee pays premium).
- (d) Group Dental Insurance Plan: Not available. However, some dental coverage is available under the Voluntary Supplementary Health Plan (Plan II).
- (e) Vision Care Plan: Not available.

8 Notwithstanding Article 10.07.07, the employee will not be removed from the Seniority List nor will their seniority be affected until they reach normal retirement age or termination.

9. Employees participating in this program will retain Company service at retirement and upon change of status. However, no further accrual of Company service may be earned. Notwithstanding the provisions of Item #10 of the Memorandum of Understanding, the parties have agreed to the following:

If those provisions of the Collective Agreement which are dependent on accrual of Company service levels, are changed in subsequent negotiations, such changes will apply to employees who are covered by the Memorandum of Understanding, provided they have attained the necessary level of Company service prior to retiring from full-time employment.

#### Example

An employee retired with 27 years' Company service and a vacation entitlement of 25 working days/100 hours. Subsequently, Article 14.02.01 was changed "In Part", to read,

<u>Years of Service</u>		<u>Entitlement</u>
18 through 27 years		30 working days/120 hours
	or	
26 years and over		30 working days/120 hours

The employee's vacation entitlement would change from 25 working days/100 hours to 30 working days/120 hours.

## **Memorandum of Understanding**

### **No. 4: REHABILITATION PROGRAM NON-WORK RELATED DISABILITIES**

#### **1. PURPOSE**

This Program is intended to assist employees to return to work in their normal job and to work their normal hours of work.

The Program will allow employees who are absent as a result of non-work related disabilities to return to work on a voluntary basis to a position covered by the collective agreement when such employees are temporarily unable to perform all of the duties of the job or to perform those duties for the length of their normal work day or work week.

#### **2. IDENTIFICATION**

Employees who are identified or who identify themselves as candidates for this Program will be required to advise both Management and Union, locally, and provide a medical opinion from their physician stating any restriction as to tasks/duties which may be performed, hours of work and expected term of rehabilitation.

#### **3. PROCEDURES**

- a) Medical requirements and suitability for this program shall be determined jointly by the Aeroplan External Medical Services and the employee's physician.
- b) Modifications to the workplace, creation of new functions or redevelopment of existing functions and development of new sub-schedules which are required to conform with Item 3 a), above, shall be established by local management and the Union District Chair and are subject to agreement between the Company, the Union and the employee.
- c) It shall be the responsibility of the employee to provide sufficient notice for the provisions of Items 3 a) and b) above and/or Item 5 g) to be implemented.
- d) An employee shall not return to work until the provisions of Items 3 a) and b) above and/or Item 5 g) have been finalized.

#### **4. DURATION**

- a) There shall be a minimum term of four (4) weeks and a maximum term of twenty-six (26) weeks for any period of rehabilitation.
- b) The term of rehabilitation shall be established prior to the commencement of the period by the Aeroplan External Medical Services and the employee's physician.

- c) Any extension of the period established in accordance with Item 4 b), above, shall be by agreement between the Company, the Union and the employee and as determined by the Aeroplan External Medical Services and the employee's physician.
- d) Any requests for an extension beyond twenty-six (26) weeks shall be subject to review by the Aeroplan External Medical Services and the employee's physician and where necessary by the insurance carrier.

## **5. APPLICATION OF THE COLLECTIVE AGREEMENT**

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours.
- b) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period for each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- c) Employees shall not be utilized for any assignments set out in Article 8.
- d) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements at the new base shall be in accordance with Item 3 b) and/or 5 g).
- e) Normally, vacation scheduled to be taken during a rehabilitation period will be displaced and taken immediately following conclusion of the established rehabilitation period. When an employee's displaced vacation has not been taken at the end of the vacation year, the employee may elect to receive pay in lieu of that vacation upon return to work.
- f) Employees who return to work on a partial basis shall not be subject to Article 20.
- g) Exceptions to the application of the collective agreement which may be required over and above those provided for in this Item 5 and/or Item 3 b) shall be subject to agreement between the Company and the Union at the Headquarters level.



**6. BENEFITS**

- a) Group Life Insurance - Full coverage will continue based on the employee's status and regular rate of pay, in accordance with Article 19.07 or L1.16, respectively.
- b) Group Insurance Disability Income Plan - Premiums will be deducted in accordance with the employee's regular rate of pay and refunded directly to the employee by the CAW-Canada Local 2002 Health and Welfare Trust.
- c) Supplementary Health Insurance, Dental Plan and Vision Care Plan - The Company shall pay the full cost of premiums.
- d) Pension Plan - Employees who return to work on a partial basis and who are receiving disability benefits will be governed by the provisions of the plan governing employees in receipt of disability benefits.

## **Memorandum of Understanding**

### **No. 5: REHABILITATION PROGRAM WORKERS COMPENSATION CLAIMANTS**

#### **1. PURPOSE**

This Program is intended to assist employees to return to work in their normal job and to work their normal hours of work.

The Program will allow for the re-employment of injured workers in positions covered by the Collective Agreement with any modification of duties and hours of work which may be required.

#### **2. IDENTIFICATION**

Employees who are identified or who identify themselves as candidates for this Program will be required to first obtain the approval of their personal physician, the Aeroplan External Medical Services and the Workers' Compensation Board.

#### **3. PROCEDURES**

- a) Medical requirements and suitability for participation in this Program shall be determined jointly by the employee's physician, the Aeroplan External Medical Services and, as required, by the Workers' Compensation Board.
- b) The employee shall advise both local management and the Union that they wish to participate in the Program and shall provide a medical opinion stating any restriction as to tasks/duties which may be performed, any modification to hours of work which may be required and the expected term of rehabilitation.
- c) Modifications to the workplace, creation of new functions or re-development of existing functions and the development of new sub-schedules which are required to conform with Item 3 b), above, shall be established by local management and the Union District Chair and are subject to agreement between the Company, the Union and the employee.
- d) It shall be the responsibility of the employee to provide for sufficient notice for the provisions of Items 3 a), b) and c) and Item 5 g) to be implemented.

#### **4. DURATION**

- a) The minimum term of any rehabilitation period shall be four (4) weeks, unless determined otherwise by the Workers' Compensation Board.

- b) The term of rehabilitation shall be established prior to the commencement of the period.
- c) Any extension of the period established in accordance with Item 4 b), above, shall be by agreement between the Company, the Union and the employee and as determined by the employee's physician, the Aeroplan External Medical Services and the Workers' Compensation Board.

## **5. APPLICATION OF THE COLLECTIVE AGREEMENT**

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours.
- b) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period for each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- c) Employees shall not be utilized for any assignments set out in Article 8.
- d) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements at the new base shall be in accordance with Item 3 c) and/or 5 g).
- e) Normally, vacation scheduled to be taken during a rehabilitation period will be displaced and taken immediately following conclusion of the established rehabilitation period. When an employee's displaced vacation has not been taken as of the end of the vacation year, the employee may elect to receive pay in lieu of that vacation upon return to work. Any vacation taken during a rehabilitation period shall require the approval of the Workers' Compensation Board.
- f) Employees who return to work on a partial basis shall not be subject to Article 20.
- g) Exceptions to the application of the Collective Agreement which may be required over and above those provided for in this Item 5 and/or Item 3 c) shall be subject to agreement between the Company and the Union at the Headquarters level.

## **6. BENEFITS**

- a) Group Life Insurance - Full coverage will continue based on the employee's status and regular rate of pay, in accordance with Article 19.07 or L1.16, respectively.

- b) Group Insurance Disability Income Plan - Premiums will be deducted in accordance with the employee's regular rate of pay and employees will be covered in accordance with the provisions of the Plan.
- c) Supplementary Health Insurance, Dental Plan and Vision Care Plan - The Company shall pay the full cost of premiums.
- d) Pension Plan - Employees who return to work on a partial basis and who are receiving Workers' Compensation benefits will be governed by the provisions of the plan governing employees in receipt of such benefits.

## **Memorandum of Understanding**

### **No. 8: PROGRAM TO ACCOMMODATE EMPLOYEES WITH PERMANENT RESTRICTIONS/ DISABILITIES IN SCOPE FUNCTIONS**

#### **1. PURPOSE**

This program is intended to provide, where possible, the accommodation of employees with permanent disabilities which would enable them to return to work or continue to work by making available suitable work which is consistent with the restrictions required as a result of their disability.

The Company agrees to make every reasonable effort to assist employees who develop a permanent disability which limits their ability to fully perform all of the tasks/duties of their classification by making modifications to the workplace or by providing them with alternate tasks/duties within their classifications.

#### **2. IDENTIFICATION**

Employees who are identified or who identify themselves as candidates for this Program will be required to advise both Management and Union, locally, and provide a medical opinion from their physician stating any restrictions as to the hours of work and/or tasks/duties which may be performed.

#### **3. PROCEDURES**

- a) Medical requirements and suitability for this Program shall be determined jointly by the Aeroplan External Medical Services, the employee's physician, and subject to Workers' Compensation Board regulations if applicable.
- b) Modifications to the workplace, creation of new functions or redevelopment of existing functions and development of new sub-schedules which are required to conform with 3a) above, shall be established by local management and the Union District Chairperson and are subject to agreement between the Company, the Union and the employee.
- c) It shall be the responsibility of the employee to provide sufficient notice for the provisions of Items 3a) and b) above and/or Item 5h) to be implemented.
- d) An employee shall not return to work or commence the program until the provisions of Items 3a) and b) above and/or Item 5h) have been finalized.

#### 4. DURATION

- a) The employee will continue on this program until determined jointly by their physician and the Aeroplan External Medical Services as being fit to return to the full duties of their classification without restriction.
- b) In the event a change occurs to the work and/or the employee's medical condition which permits or requires a change to the restrictions, a review of the restrictions together with the medical condition of the employee will take place with the involvement of the Aeroplan External Medical Services and the employee's physician. This review may take place at any time but no less than annually or as directed by a Worker's Compensation Board.

#### 5. APPLICATION OF THE COLLECTIVE AGREEMENT

The provisions of the Collective Agreement shall apply, except as modified by any of the following:

- a) In the application of Article 6.02, a separate sub-schedule will be established for each modified work function which accommodates similar restrictions. These sub-schedules will only be available for bid by employees covered by this Program.
- b) In the application of Article 6.03, the following shall apply:
  - i) Employees covered by this Program will be entitled to exercise their seniority in bidding on a sub-schedule in a function which is suited to their restrictions.
  - ii) Once an employee is assigned to a sub-schedule, they shall remain on that sub-schedule until a vacancy occurs in another sub-schedule or there is a general shift bid in the base, or as provided for in Item 4 above.
- c) A separate sub-schedule will be established for each employee which may provide for less than the standard working week and/or less than the standard working day. Where the separate sub-schedule provides for less than the standard working week or less than the standard working day, employees shall be prohibited from working additional hours which are inconsistent with the restriction on their hours.
- d) Where the scheduled shift is less than the standard working day, employees will be entitled to one fifteen (15) minute meal or rest period in each two (2) hours of the scheduled shift and any two (2) such breaks may be combined.
- e) In the event of a staff reduction, employees shall exercise their rights in accordance with their seniority. If an employee is relocated, alternate arrangements in the new base shall be in accordance with Items 3b), 5b), 5g) and/or 5h).

- f) Prior to applying the provisions of Article 12 related to physical requirements, the Company will discuss the matter with the Regional Bargaining Committee member for the employee's base and the base involved in the transfer.
- g) Exceptions to the application of the Collective Agreement which may be required over and above those provided for in this Memorandum shall be subject to agreement between the Company and the Union at Headquarters level.
- h) The specific working conditions applicable to the functions/duties together with the associated benefits applicable to the employee will be confirmed in writing prior to the commencement of the assignment and copied to the Union District Chairperson.

## **Memorandum of Understanding**

### **No.11: WEB NAVIGATION**

Aeroplan and the CAW have agreed that, on a non-exclusive basis, when the required and appropriate technological platform is designed and developed for the Aeroplan contact centres that enables customer sales and service agents to provide navigation and product support to customers on Aeroplan.com, that the Company and the Union will then enter into discussions about the processes and procedures to implement this service.



## **Memorandum of Understanding**

### **No.12: NON AIR REWARDS HOTELS & CAR BOOKINGS**

Aeroplan and the CAW have agreed that when the required and appropriate technological platform is developed for the Aeroplan contact centres that enables car and hotel reservations to be made in conjunction with flight redemption bookings, that the Company and the Union will then enter into discussions about the processes and procedures to implement this service in contact centres.

## **Memorandum of Understanding**

### **No.14: PAID EDUCATIONALLEAVE**

The Company agrees to pay into a special fund two cents (\$0.02) per hour, per employee, for all compensated hours for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employees' skills in all aspects of Trade Union functions.

Such monies will be paid into a trust fund established by the National Union, CAW and sent on February 1<sup>st</sup> of each year by the Company to the following address with cheques made payable to the CAW Leadership Training Fund:

CAW-Canada PEL Fund,  
205 Placer Court,  
Willowdale, Ontario M2H 3H9

## **Memorandum of Understanding**

### **No.15: SOCIAL JUSTICE FUND**

The company agrees to contribute five thousand (\$5000.00) to the CAW Social Justice Fund. The fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations.

Such monies are to be paid on a yearly basis, September 1<sup>st</sup> of each year, into the fund established by its Board of Directors and sent by the Company to the following address:

C.A.W. Social Justice Fund  
205 Placer Court  
Willowdale, Ontario M2H 3H9

**Letter of Intent:**

**WOMEN'S ADVOCATE**

The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women's advocate in the workplace. The advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company agrees to provide access to a confidential phone line and a computer with internet access that can be maintained by the women's advocate and that is accessible for female employees to contact the women's advocate. As well, the Company will provide access to a private office so that confidentiality can be maintained when a female employee is meeting with the women's advocate.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women's advocate. The women's advocate will participate in an initial 40-hour training program organized by the CAW and an annual three-day update-training program.

Subject to prior approval, the Company agrees to pay for lost time, including travel time, registration costs where necessary, lodging, transportation, meals, and other reasonable expenses where necessary.