

2008 - 2011

AGREEMENT

Between

United Air'Lines, Inc.

and

**The International Association
of Machinists
and Aerospace Workers**



CALGARY AGENTS' AGREEMENT

AGREEMENT NO. 3

UNITED

14138 (01)

AGREEMENT
between
UNITED AIR LINES, INC.
and
THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 140

Agreement No. 3

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Underlining indicates paragraph revision **as a result of last** negotiations.

PREAMBLE

This Agreement is made and entered into in accordance with the provision of the Canada Labour Code, Part V, as amended, by and between United Air Lines, Incorporated, hereinafter referred to as the "Company" and the International Association of Machinists and Aerospace Workers, District Lodge 140, hereinafter referred to as the "Union".

The purpose of this Agreement is, in the mutual interest of the Company and of the employees, to provide for the operation of the services of the Company under methods which will further to the fullest extent possible the safety of air transportation, the efficiency of operation, and the continuation of employment under conditions of reasonable hours, proper compensation, and reasonable working conditions. It is recognized by this Agreement to be the duty of the Company and of the employees to cooperate fully, both individually and collectively, for the advancement of that purpose.

It is further understood and agreed that all provisions of this Agreement shall be binding upon the successors or assigns of the Company for the duration of this Agreement.

The Company recognizes that Part I of the Canada Labour Code includes provisions respecting the sale of business and common employer status, and the Company further acknowledges that these provisions may apply in the event of a change in corporate identity, reorganization, merger, or a transfer of the business with the result that the bargaining relationship and the collective agreement would be continued, subject to any amendments directed by the Canada Labour Relations Board.

No employee covered by this Agreement will be 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.

There shall be no discrimination between employees covered by this Agreement because of age, sex, race, creed, colour, or national origin.

The Company's general policy, operating and other applicable regulations shall be available to all employees. Employees covered by this Agreement shall be governed by such regulations and by all applicable rules, regulations and orders issued by properly designated authorities of the Company not in conflict with the terms of this Agreement.

It is understood wherever in this Agreement employees or jobs are referred to in the masculine gender, it shall be recognized as referring to both male and female employees.

ARTICLE I
RECOGNITION

The International Association of Machinists and Aerospace Workers, having been certified on the 27th day of December, 2000 by the Canada Labour Relations Board as the bargaining agent for a group of employees of United Air Lines, Inc., as described in such certification, working at the Calgary International Airport, is hereby recognized by the Company as the sole and exclusive bargaining agent for such employees in accordance with the provisions of Part V of the Canada Labour Code.

**ARTICLE 2
CLASSIFICATIONS OF WORK**

A. Customer Services Agent

Performs general customer contact duties including, but not limited to, duties involving schedule and fare information, ticketing, check-in, airplane boarding, service irregularities and ~~minor~~ claim settlements, as well as general customer contact and other duties involved in the processing and handling of air freight and other forms of cargo. Performs aircraft servicing and dispatching. Performs other duties as assigned.

B. Management shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by this agreement, unless such management employees are involved with the operation when there is an urgent requirement to prevent customer inconvenience.

C. When an agent is temporarily re-classified to a supervisor position, that employee will not work as an agent during any part of his/her scheduled shift.

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**ARTICLE 3
HOURS OF SERVICE**

- A.** Eight (8) consecutive hours of service, exclusive of a one-half (1) hour meal period, will constitute a work shift for full-time employees. A work shift for part-time employees will be not less than three (3) hours nor more than eight (8) hours, exclusive of any applicable meal period.
- B.** Except when the needs of service provide otherwise, the standard work week for full-time employees will consist of five(5) eight (8) hour shifts, as defined in Paragraph A in each calendar week. Part-time employees will not be scheduled for more than sixty four (64) hours nor less than (40) hours per pay period. All employees covered by this Agreement including those employees assigned to relief schedules, will have two (2) regularly scheduled days off during each calendar week which will be consecutive, provided that employees who are regularly scheduled to have Sunday and Saturday off in each calendar week will be considered as having consecutive days off.
- C.** All employees covered by this Agreement shall be granted a ten (10) minute rest period during the first half of a work shift and a ten (10) minute rest period during the second half of a work shift without loss of time. Such rest periods will be regularly scheduled to the extent practicable, consistent with the requirements of the service.
- D.** Work schedules will be rearranged as required by the needs of the service, provided that a rebid of work schedules will be conducted at least once in each calendar year in order to update employees' preferences. Additionally, the Company will conduct a second rebid of work schedules in each calendar year upon written request of the Union to local management, provided a majority of the employees in the Agent classification have indicated a desire for such a rebid. Such a second rebid of work schedules may not be requested unless a period of at least six (6) months has elapsed since the last rebid of schedules.
- E.** For continuous service after regular working hours, full-time employees will not be required to work more than two (2) hours without being permitted a paid meal period of one-half (1/2) hour and such meal period shall be considered as time worked for the purpose of computing overtime.
- F.** Hours of work arrangements differing from schedule provisions in Article 3 may be implemented by mutual agreement on a local level between the local Union Committee and the Company. These items will include but are not limited to; Hours of work, starting and finishing times, vacation coverage. Alternative shift schedules may be proposed by either the Company or the local Union Committee and when agreed to will be detailed in a letter from the Company to the local Union Committee. Such alternate arrangements may be canceled by the Company or the Union on one months notice.



- G. Reduced scheduled status permits regular full-time employees to preference regular work schedules of less than 40 hours per week, providing that a regular part-time employee voluntarily assumes the vacant full-time shift. Notwithstanding other provisions of the Agreement, the following will apply to employees in this status.
1. Employees in RSS will be scheduled for a maximum of eight (8) hours per day, exclusive of a meal period, to a maximum of thirty (30) hours per week. They will have a minimum tour of duty of four (4) hours on any day they are scheduled to work.
 2. Regular full-time employees working RSS will continue to accrue pension service and participation under the Plan at the regular full-time rate.
 3. A regular full-time employee will accrue seniority in the same manner as if working a full schedule. He may return to regular full-time status by exercising his seniority in a shift re-bid or through the bid ? _____ fill a vacancy. In the event he is to be laid off and does not have sufficient seniority to displace a regular full-time employee, he will be laid off as a
 4. A regular full-time employee who becomes an RSS employee will receive the number of weeks vacation to which he is entitled, and be paid full-time pay for vacation accrued as a regular full-time employee. An RSS employee who returns to a regular full-time position will similarly receive the number of weeks vacation to which he is entitled with proportionate pay for vacation accrued as an RSS employee or, at his option, consolidate the vacation accrued as an RSS employee to receive a reduced number of vacation weeks at the full-time rate, provided such election will not contravene the Canada Labour Code.
 5. A regular full-time employee who becomes an RSS employee will retain the sick leave and occupational illness or injury leave hours accrued as a regular full-time employee, and will thereafter continue to accrue at the proportional rate. He will be entitled to use accrued sick leave or occupational illness or injury leave for regular hours he was scheduled to work on days missed due to illness or injury as appropriate.
 6. The Company may consider the eligibility of experienced temporary employees for RSS.
 7. For this purpose, regular full-time and regular part-time will be defined as per UG 100 status.

ARTICLE 4
OVERTIME AND HOLIDAYS

- A.** Overtime rate, for full-time employees, of time and one-half computed on an actual minute or one one-hundredth (1/100) of an hour basis with a minimum of one (1) hour overtime shall be paid for the first four (4) hours of work in excess of eight (8) hours on any regular work day and for the first eight (8) hours of work performed on a regularly scheduled day off.
- B.** Overtime rate, for full-time employees, of double time computed on an actual minute or one one-hundredth (1/100) of an hour basis shall be paid for all work in excess of twelve (12) hours worked in a twenty-four (24) hour period (except when an employee, after bidding, voluntarily changes shifts), for all hours worked on a regularly scheduled day off in a calendar week if any time was worked on the next preceding regularly scheduled day off in that calendar week, and for work performed in excess of eight (8) hours on any regularly scheduled day off, except that if employees are regularly scheduled to have Saturday and Sunday as their consecutive days off, and if a Saturday and Sunday falling together are both worked, the first day will call for time and one-half for the first eight (8) hours and double time thereafter, and the second day for double time for all hours worked.
- C.** Part-time employees shall be paid at straight time rates for all work performed except that to the extent work is performed in excess of eight (8) straight time hours in any continuous twenty-four (24) hour period, or forty (40) straight time hours in any calendar week, they will be paid at the applicable overtime rate on the same basis as full-time employees.
- D.** For purposes of overtime compensation for full-time employees, the twenty-four (24) hour period shall begin with the starting time of the employee's regular assigned shift.
- E.** When a full-time employee has been relieved for the day and is recalled to work, or when such an employee is called to work on his scheduled day off, the employee will be paid not less than four (4) hours at the overtime rate applicable and may be required to work four (4) hours.
- F.** Employees will not be required to work overtime except in emergencies.
- G.** Whenever possible, an employee shall be given four (4) hours notice of contemplated overtime.
- H.** No overtime shall be worked except by direction of the proper supervisory personnel of the Company except in cases of emergency where proper prior authority cannot be obtained.

- I.** There shall be no pyramiding of overtime rates provided for in this Agreement and no employee shall receive **more** than double the straight time rate for any hours worked except **as otherwise** provided in Paragraphs J, K, and L below.
- J.** Employees covered by this Agreement will observe the following holidays: **New Year's Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, August Civic Holiday, Remembrance Day, Christmas and the Employee's Birthday.** In addition, employees will observe any other "general holiday" which may hereafter be named under Part III of the Canada Labour Code as amended, except that in the event an additional such "general holiday" is added, and it is a different holiday than any of the ten (10) holidays specified in this Paragraph, the new "general holiday" will be observed in lieu of the "August Civic Holiday" specified herein. These holidays will be observed on the calendar date of occurrence, except that in the event an employee's birthday falls on one of the other listed holidays or on his regularly scheduled day off, the employee may, with proper approval of the Company observe either the last preceding or next following scheduled work day as the birthday holiday. In the event an employee was born on **February 29, March 1** of each year shall be considered the birthday for purposes of this Paragraph.
- K.** An employee may request the observance of _____ provided for in this Agreement to be **rescheduled** to any working day other than another holiday when approved by the Company based on operational manpower requirements. holidays remain outstanding as of December 31, they may be rescheduled to be observed on _____ to March 1 of the following year upon request by the employee.
- L.** All full-time employees, whether required or not required to work on the above-mentioned holidays, will receive compensation for the day for eight (8) hours at straight time rate, including any applicable shift differential, and shall receive no additional time off. In addition, full-time employees who are required to work on one of those holidays will receive additional compensation for the day at the rate of one and one-half (1-1/2) times the straight time rate, including any applicable shift differential, for all hours worked. Time worked in excess of eight (8) hours on a holiday will be compensated at the rate of double time and one-half.
- M.** A part-time employee who is not required to work on a holiday which falls on a scheduled work day shall receive holiday pay for the number of hours the employee was scheduled to work that day. When the holiday falls on the employee's scheduled day off and the employee does not work, he shall receive holiday pay equal to one-tenth (1/10) of the hours he actually worked in the pay period containing the holiday.

- N.** Temporary employees will not receive holiday compensation for time not worked on holidays falling within the first 30 days of their employment. Compensation for holiday work and, after 30 days employment, for holidays not worked shall be the same as for regular employees as provided in Paragraphs K and L above.
- O.** The Company will reduce the number of employees required to work on holidays to those needed to meet the requirements of its operations. When less than the total number of employees within a shift who are scheduled to work are not required to work on the holiday, senior employees will be given preference to work or be off and junior employees may be required to work. Employees selected for holiday work shall be notified fourteen (14) calendar days in advance of a holiday whether it is anticipated that their services will be required on the holiday, and notice of adjustments in planned holiday coverage required by the needs of the service will be made by the end of the employee's last shift worked prior to the holiday.
- P.** Opportunities to work in excess of scheduled hours will be distributed as equitably as practicable among available qualified employees without distinction between full-time and part-time employees with no preference given to part-time employees even though the work would be performed at the straight time rate as opposed to overtime rates.
- Q.** In the event an employee is bypassed for an opportunity to work in excess of scheduled hours because of an error or a misapplication of normal distribution procedures, he will be given priority for future such opportunities which are equal to those for which he was bypassed.
- R.** Employees required by the Company to attend training classes or meetings pertaining to the employee's job or for travel to perform duties at alternate airports will be paid as follows:
- 1.** Time spent in attendance at training classes or meetings will be paid at the straight time rate for the first eight (8) hours and at the time and one-half rate thereafter unless, on a regular day off, in which event it will be paid at the applicable rate.
 - 2.** Travel time for such purposes on a regular work day will be paid at the straight time rate for the first eight (8) hours and at the time and one-half rate thereafter based upon scheduled flight hours including connection time, for travel by airplane, or approved time if by other transportation. When travel is necessary on a regular day off, it will be paid at the time and one-half rate.

- 3.** Employees who travel for **these** purposes away from the-Calgary station will be reimbursed for **necessary** and reasonable expenses in accordance with Company Regulations. Where the Company approves **overnight** lodging for employees, single **room** accommodations **will** be provided where available.

- S.** **All** overtime hours worked will, at the employee's option,, and at the time of each overtime occurrence, be credited to **an** overtime bank at the applicable overtime **rate** to a maximum of **40** hours or will be paid in accordance with this Article. Once the bank limit is reached, any further overtime worked will be paid out **on** the subsequent pay period. Payout of **the** overtime banks **will** be requested in writing no later than two **weeks** prior to the following dates: **January 1** and/or **July 1**, Payout **will** be on the **next** available regular pay cheque **from** these dates and will not necessarily be paid **on** the **next** cheque the employee receives. Under no circumstances **will** an extra cheque be provided **solely** for purpose of paying out the overtime bank. **In** addition, employees may transfer floated "**H**" day credits to the overtime bank providing the overtime bank cap(s) are not **exceeded**.

For **regular** status determination purposes, the seniority list as of April **1st** of each year will apply.

Priority for **approval** of overtime bank days will be given with the **following** guidelines:

- 1.** All "**H**" **day** requests will be honored prior to consideration to overtime bank requests.
- 2.** Overtime **bank** requests **will** be given priority over ANP requests.
- 3.** **All** requests within either the category of "**H**" days, overtime bank **days**, or ANP days will **be** approved **by** classification seniority when requested **30** days or more in advance. When such days **are** requested within **30** days. they shall be approved **based** on date of receipt.

**ARTICLE 5
SENIORITY**

- A. Seniority of employees under this Agreement shall be by work classification and shall accrue from the date of entering the classification. The work classification to be recognized for seniority purposes shall consist of Customer Service Agents.
1. Except as otherwise provided, classification seniority will begin the first day actually worked in the classification except that the classification seniority date of a Company employee shall be established as the date the employee is notified that he or she is awarded an open vacancy. The probationary period and pay in the new classification for such employees, however, will begin with the first day actually worked in the new classification, except that employees who transfer to a classification covered by this Agreement from a similar Agent classification not covered by this Agreement shall not be required to undergo a new probationary period under this Agreement.
- B. Seniority plus the ability to satisfactorily perform the work required for the job in question shall govern all employees covered by this Agreement in preference of work schedules, in case of layoff, and in reemployment after layoff.
- C. Seniority lists by classification showing the name, classification seniority date, and the date of entering the Company's service of each employee covered by this Agreement shall be posted in a convenient place April 1 each year and a copy furnished to the designated Local Union representative and the Union System Chairman. When two (2) or more employees covered by this Agreement are tied in classification seniority, the employee with the greater service with the Company will be considered senior. Ties not broken by this means will be broken by giving preference to the employee with the lower number comprised of the last three digits in his social insurance number. Seniority lists shall be amended each April 1 thereafter to incorporate changes and additions, and shall be subject to correction upon protest of any omission or incorrect listing if protest is filed under the procedure of Article II within thirty (30) days of posting and delivery of said list to the Union; provided, however, that if no such protest is filed within thirty (30) days from the time the first list is posted and delivered to the designated Union representative or within thirty (30) days from the time an employee's name first appears on a list posted and given to the Union representative, the seniority date and Company service dates on such list shall be deemed correct and shall be subject to change only by agreement between the Union and the Company, except as such adjustment is necessary because of transfer to or from part-time status or adjusting seniority as otherwise provided in this Agreement. and any such agreed-upon change shall have no retroactive application.

- D.** Temporary employees will not accrue seniority, nor shall a given temporary employee be employed to work more than **one** hundred fifty-three (**153**) calendar days, whether consecutive or not, during any consecutive twelve (**12**) month period.
- E.** In the event a temporary employee is made a permanent employee, his or her original date of service with the Company will become his or her classification seniority date and all time worked since date of hire will be counted toward his or her probationary period.
- F.** Any employee of the Company who accepts a transfer to any classification covered by this Agreement shall be permitted a trial period of ninety (90) working days in order to prove his or her ability to perform the work of the classification. In the event the employee does not satisfactorily complete the trial period, the employee may, in the event he or she was transferred to the classification from a lower-rated classification covered by this Agreement, be returned to his or her former classification, if a vacancy exists, with no loss of seniority in the former classification.
- G.** Employees temporarily transferred to other positions not covered by this or any other agreement, will retain and continue to accrue seniority for a period of six (6) months following transfer. At the expiration of six (6) months, employees in such positions shall retain but no longer accrue seniority.

Employees permanently promoted into a management position will retain and accrue seniority. Those such employees will be removed from the seniority list six (6) months after the date of promotion if they do not return to the bargaining unit.

If an employee is temporarily assigned to a promoted position, as described above, for combined periods which exceed one hundred eighty-three (183) days in any period of twelve (12) consecutive months, the employee will retain seniority but will accrue no more than one hundred eighty-three (183) days seniority during that twelve (12) month period.

The 183 day seniority accrual limitations may be waived by mutual agreement of the company and the Chief Steward of the Union provided that the employee in the promoted position does not exercise discipline over a bargaining unit employee.

Employees returning to the bargaining unit from either management or other positions not covered by the Collective Agreement will be assigned the last relief shift on their return and will become eligible to bid on the next shift bid as per their seniority.

Employees returning to the bargaining unit from temporary positions not cov-

ered by the Collective Agreement will be allowed to bid on the next shirt bid prior to the end of their specified assignment. For this purpose, temporary is defined not to exceed 183 days.

- H.** All new employees shall be regarded as probationary employees for the first one hundred eighty (180) calendar days of employment.
- 1.** The nature and purpose of this probationary period are to determine whether or not an employee possesses satisfactory qualifications and suitability for regular employment as provided by Company policy.
 - 2.** The Company reserves the sole right to make any decision regarding the retention of a probationary employee. During the probationary period seniority rules shall not apply.
 - 3.** The Company may extend the probationary period in cases of leaves of absence, extended illness status, or any other prolonged absence upon written notice to the employee within a reasonable period of time of such absence.
 - 4.** Upon successful completion of the probationary period, the names of such employees shall then be placed on the seniority list for their respective classification in order of the date of their original hiring.
- I.** An employee covered by this Agreement shall lose seniority status and the employee's name shall be removed from the seniority list under the following conditions:
- 1.** he or she quits or resigns;
 - 2.** he or she retires;
 - 3.** he or she is discharged for cause;
 - 4.** he or she does not inform the Company in writing or by telegraph of his or her intention to return to service within seven (7) days of sending of notice offering reemployment;
 - 5.** he or she does not return to service of the Company on or before a date specified in the notice from the Company offering reemployment, which date shall not be prior to fifteen (15) days after sending such notice, provided, however, that subdivisions 4 and 5 of this Paragraph shall not apply to offers of temporary work;
 - 6.** he or she is not reemployed within the period of time he or she remains subject to recall.

- J.** All notices required to be sent under Paragraph J above shall be sent by Certified Mail, Return Receipt Requested, or by telegraph to the employee at the last address he or she filed with the Local Manager; provided, however, that there shall be no duty on the part of the Company to send a notice to a laid-off employee unless said employee shall, when laid off, file his or her address with the Local Manager of the Company and shall thereafter promptly advise the Local Manager of any changes in address.
- K.** Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage shall be given preference for such other available work as they are able to handle within their classification at the rate of pay for the job to which they are assigned.
- L.** Part-time employees will be given preference, in order of classification seniority, to fill permanent full-time vacancies which may arise, prior to filling such permanent full-time vacancies through transfer or outside hire.
- M.** When established full-time agent positions are temporarily vacated for more than (30) thirty calendar days due to illness, injury, or absences without pay, and the Company decides to fill the temporary position, it will first be filled from the roster of full-time furloughed employees by the most senior qualified employee interested who is working as a part-time agent in the classification. The recall rights of such a furloughed full-time employee will not be affected by his having declined such an assignment. An employee accepting such assignment will remain eligible for recall to a permanent full-time position. If there are no furloughed full-time employees, the temporary position will be filled from the roster of regular part-time agents by the most senior qualified employee interested.

**ARTICLE 6
REDUCTION IN FORCE AND RECALL**

- A.** When it becomes necessary to lay off employees covered by this Agreement, seniority will govern provided the employee is qualified for the job in question as follows:
- 1.** If the full-time complement is to be reduced, the affected full-time employee may, but shall **not be** required to **fill** a part-time vacancy or, **if none**, displace **the** junior part-time employee. If the full-time employee elects **not to fill** a part-time vacancy or, **if none**, to displace **the** junior part-time employee, he or she **will** be placed on laid-off status.
 - 2.** ~~If the part-time complement is to be reduced, the junior part-time employee assigned to the work schedule to be reduced will be accorded the~~
 - a.** ~~He or she may displace the junior part-time employee in the classification and assume the work schedule of the displaced employee.~~
 - b.** ~~He or she may be placed on laid-off status as a part-time employee with right of recall.~~
 - 3.** Temporary employees will be separated before any regular employee covered by this Agreement is laid off to the street without being afforded the opportunity to **fill** another vacancy.
- B.** When it becomes necessary to lay off employees due to a reduction in force, at least fourteen (14) calendar days' notice of such layoff in **writing** will be given, except ~~when employees are~~ placed on without pay status because there is temporarily **no work** because of **an** Act of **God** or other circumstances over which the Company has no control, including **strikes** by other employees.
- In order to facilitate **the** administration of the Canadian Unemployment Insurance Program, **the Company** will **make available**, as required by **law**, the appropriate employment record form for any Agent **who so** requests.
- C.** Employees covered by this Agreement who have completed their probationary period, and have been laid off, will retain and continue to accrue seniority for seven (7) years, and, when offered recall, will be recalled in order of classification seniority.
- 1.** An employee who declines recall to his former classification, except recall for a temporary assignment, shall forfeit right of recall to the former classification, and his or her name shall be stricken from the seniority list.

- D. 1.** An employee covered by this Agreement who has completed one (1) year of compensated service with the Company, laid off through no fault or action of his own, shall receive severance pay as provided in Paragraph E of this Article, subject to the limitations and conditions set forth herein, but he shall receive no severance pay if any one or more of the following conditions exist:
- a.** He or she exercises his or her seniority under this Agreement in order to remain in the employ of the Company.
 - b.** He or she accepts any other employment with the Company or refuses to accept a job in his or her own or comparable work classification under Agreement.
 - c.** He or she is a temporary employee.
 - d.** The layoff is caused by an Act of God, a war emergency, revocation of the Company's Operating Certificate or Certificates, or grounding of a substantial number of Company aircraft.
 - e.** The layoff is caused by a strike or picketing of the Company's premises or any work stoppage or other action which would interrupt or interfere with any operations of the Company.
 - f.** He or she is dismissed for cause, resigns, or retires.
 - g.** There is a temporary cessation of work because of circumstances beyond the Company's control.
 - h.** Notwithstanding the provisions of Article 6, Paragraphs D through H, an employee who is notified that he will be laid off but who elects, in lieu of layoff, to retire at that time from the service of United Airlines with pension benefits payable effective the first of the month following the date which would otherwise have been the effective date of layoff will be paid severance pay to which he would otherwise have been entitled had he not so retired, in a lump sum.
- 2.** An employee unable to retain employment as a result of a merger shall be entitled to severance pay as provided in this Article less any severance, dismissal, or other allowances for loss of employment to which he or she may be entitled under applicable labour protective conditions.
- E.** The amount of severance pay due under this Article shall be based on the length of total actual straight time compensated service with the Company since the employee's last date of hire with the Company (Company seniority date),

Article 6

Reduction in Force and Recall

rounded off to the anniversary date nearest to the date of termination (except that an employee must have one (1) full year of service before becoming eligible for any severance pay), and shall be computed on the basis of the employee's regular straight time basic rate at time of layoff, exclusive of overtime, shift differential, and other such premium payments, as follows:

If Employee Has:	Severance Allowance*
Less than 1 year of service	None
1 year of service	2 weeks
2 years of service	2 weeks
3 years of service	3 weeks
4 years of service	4 weeks
5 years of service	5 weeks
6 years of service	6 weeks
7 years of service	7 weeks
8 years of service	8 weeks
9 years of service	9 weeks
10 years of service	10 weeks
11 years of service	11 weeks
12 years or more of service	13 weeks
20 years or more of service and employee aged 55 or older	20 weeks

*Prorated for part-time employees

- E.** An employee shall begin receiving severance pay at the time of layoff and such severance pay shall be the equivalent of normal straight-time earnings, as described in Paragraph E above, at regular pay periods and continue until all such pay credit is used. Severance pay shall not be due after the offer of recall to any such employee by the Company or if the employee accepts other employment with the Company, or retires. An employee on layoff who dies prior to receiving all of the severance pay to which he would otherwise have been entitled shall have the remaining amount of severance pay entitlement credited to his estate.
- G. 1.** An employee returning to the service of the Company from layoff shall be credited:
- a. With any unused severance allowance, or
 - b. If it results in a greater amount the employee, upon completion of one (1) year of compensated service after recall, will be credited with up to five (5) weeks of severance allowance computed as provided in

Paragraph E based upon his total service prior to recall. Any leaves of absence without pay voluntarily accepted by the employee at the Company's request shall be considered as compensated service credit for purposes of this paragraph. This credit shall not include periods of leave granted solely at the request and convenience of the employee, leaves for EIS, or any other unpaid absences.

- 2.** In addition, such employee will accrue severance allowance credit as Computed in Paragraph E based upon his straight time compensated service with the Company after his return to the Company's service.
 - 3.** If the employee is laid off under conditions entitling him to severance allowance he shall be entitled to the allowance credited to him under Sub-Paragraphs 1 and 2 above up to but not exceeding the severance allowance specified in Paragraph E based upon his total straight time compensated service with the Company.
- H.** For purposes of Paragraphs C and D of this Article, a period of layoff shall not be deemed to be broken by the duration of any temporary reemployment with the Company which does not exceed a continuous period of thirty (30) days, and severance pay shall not be paid twice for the same period of compensated service.

**ARTICLE 7
LEAVE OF ABSENCE**

- A.** Where a justifiable reason exists and the requirements of the service permit, any non-probationary employee covered by this Agreement may, upon proper application to the Company, be granted a leave of absence for a period not in excess of ninety (90) days. Upon prior request, and subject to Company and Union approval, such leave of absence may be extended for additional periods not to exceed ninety (90) days each. Requests for leave of absence or extensions thereof and approvals by the Company and Union shall be in writing. Any employee granted a leave of absence shall retain and continue to accrue seniority during the first ninety (90) days of such leave of absence. For leaves of absence in excess of ninety (90) days, the employee shall retain but shall not accrue seniority after ninety (90) days except when the leave of absence has been granted because of pregnancy or military leave, in which case seniority shall accrue during the entire period of the leave of absence. Upon return from any authorized leave of absence the employee shall be returned to the position held when the leave commenced provided such employee's seniority will entitle him to hold such position.
- B.** A military leave of absence shall be granted in accordance with the provisions of the applicable law and regulations thereunder.
- C.** Employees will be granted a leave of absence because of Maternity, Newborn Child Care, Adoption and/or Parental Care as per the Canada Labour Code, Part III.
- D.** An employee returning from leave of absence may be required to successfully pass a physical examination prior to return to work.
- E.** An employee who engages in gainful employment for someone other than the Company while on leave of absence without prior written permission from the Company shall be deemed to have resigned from the Company's service and that employee's name will be stricken from the seniority list.
- F.** Approval of an employee's request for an educational leave of absence will be determined in accordance with Company regulations.
- G.** An employee accepting full-time employment with the Union to serve as a representative of the employees covered by this Agreement, specifically as a full-time representative of District Lodge 140, IAMAW, will be granted an indefinite leave of absence by the Company, provided that not more than one (1) employee at a time will be granted such leave. An employee on leave of absence for this purpose shall retain and continue to accrue seniority and shall have all employee benefits that can reasonably be continued in effect during his leave of absence.

If

**ARTICLE 8
VACATIONS**

- A.** The calendar year will be used for computing vacation allowances. Employees covered by this Agreement will be granted vacation allowance in accordance with the Canada Labour Code, Part III. Said allowance will be administered pursuant to the Canada Labour Standards Regulations.
- B.** In addition to the allowance referred to in Paragraph A above, vacation accrual for each full year of active service will be based upon the employee's length of service as determined by the employee's Company service date as follows:

Length of Company Service	Vacation Weeks	Actual Hours
5 years	3	120
10 years	4	160
17 years	5	200
25 years	6	240
30 years	7	280

Vacation will be taken during the calendar year following that in which it is accrued, and will be paid at the employee's regular rate of pay in effect at the time the vacation is taken,

- C.** An employee on leave of absence in excess of thirty (30) calendar days shall have his vacation and vacation pay reduced by one-twelfth (1/12) for each month or part thereof the employee is on leave of absence in excess of thirty (30) days.
- D.** Subject to the needs of the service, employees covered by this Agreement will be permitted to select their vacation in accordance with Company seniority. When vacation schedules have been established, senior employees will not be permitted to take the vacation period already assigned to a junior employee. Upon request of the Union, local management will meet with the Union at least thirty (30) days in advance of the vacation scheduling period to discuss the method of scheduling vacations for the coming year.
- E.** Holidays recognized by this Agreement at the beginning or end of a vacation period will not be considered as part of the vacation. Holidays falling within a vacation period will be taken by extending the vacation period one (1) day for each such holiday.
- F.** In the event of the death of an employee, pay for any unused vacation which he has accrued and to which he may be entitled under Paragraphs A and B above, will be given to his executor, administrator or other legal heirs.

- G. Subject to the **minimum** vacation allowance provisions of the Canada Labour Code, ~~Part III~~, an employee covered by this Agreement who is sick or injured prior to the commencement of his scheduled vacation and whose illness or injury disables him through the entire period of his scheduled vacation shall, at his option, receive vacation pay for his scheduled vacation or receive sick pay for this period of time and have his vacation rescheduled. He cannot receive both sick pay and vacation pay for the same period. If the Company does not reschedule his vacation in the current year and/or the following year, he shall then receive pay for his vacation in lieu thereof.
- H. An employee's entitlement to vacation pay pursuant to the Canada Labour Code, Part III, which is in excess of current earnings, will be paid within two pay periods after the summer bid is finalized.

ARTICLE 9
SICK LEAVE

- A. Employees will be credited with one-half (1/2) day of sick leave for each month of service during the first six (6) months of service and one (1) full day for each month of service during their second six (6) months of service. During the second six (6) months of service an employee may be granted six (6) days of sick leave with one-half (1/2) pay. At the start of the second year of service an employee will have a total of nine (9) full days of sick leave credit less any sick leave used during the first year, and will continue to accrue one (1) day of such sick leave credit for each month of continuous service up to a maximum of one hundred twenty five (125) days.
- B. After one (1) year of service, sick leave with pay in case of actual sickness will be granted up to the number of days to the credit of the employee at the time. When such sick leave is granted, the number of days paid for will be charged against the number of days credited to an employee and thereafter one (1) day of sick leave for each month of continuous service shall again be credited to the employee until the total credit again reaches the maximum.
- C. Employees will be required to request payment for sick leave in writing not later than the pay period following their return to service, on a form provided by the Company. Such sick leave with pay will be granted only in cases of actual sickness. The Company may require a doctor's certificate before paying such requests for sick leave in excess of three (3) days. Dental and doctor appointments will not be considered a basis for paid sick leave unless it can be shown that the doctor in question does not maintain office hours outside the employee's regular work time, or on the employee's regular days off.
- D. A regular part-time employee will accrue sick leave on a prorated basis as prescribed by Company Regulations.
- E. All credit for sick leave will be cancelled if employment ceases for any purpose and no payment for such accumulated credit will be made at any time. No credit will be given for illness purposes while an employee is on layoff status or approved leave of absence.
- F. The employees covered by this Agreement and the Union recognize their obligation of being truthful and honest in preventing unnecessary absence or other abuse of sick leave privileges.
- G. An employee on non-occupational sick leave must obtain the approval of the Company to accept other employment.

ARTICLE 10
EXTENDED ILLNESS STATUS

- A.** An employee who exhausts sick leave or who is off work because of illness or injury longer than sixteen (16) days without sick leave pay shall be placed on extended illness status up to a maximum of ~~three (3) years~~ from the first day placed on extended illness status. The employee shall, when placed on extended illness status, file his or her address with the Company and shall thereafter promptly advise the Company of any change in address.
- B.** While on extended illness status, the employee:
- 1.** shall retain and continue to accrue seniority;
 - 2.** may continue insurance coverages according to the provisions of the Company's insurance plan;
 - 3.** may be granted free or reduced rate transportation privileges pursuant to Company policy.
 - 4.** may be required to submit to physical examinations at Company's request or to furnish medical reports of the employee's current physical condition;
 - 5.** shall not accrue or be entitled to any other employee benefits such as vacation accrual, sick leave accrual, holiday pay, et cetera, except that an employee who is off work because of occupational illness or injury will continue to accrue vacation credit.
- C.** If while on extended illness status, the employee accepts employment elsewhere without prior approval by the Company, the employee shall be deemed to have severed his or her employee relationship with the Company.
- D.** At least sixty (60) days prior to the end of the employee's extended illness status, the employee's condition shall be reviewed by the Company and further extensions in the period of extended illness status may be granted if circumstances warrant. Thirty (30) days before the end of the employee's extended illness status, the Company shall notify the employee in writing, with a copy to the Union, of its decision to extend the employee's extended illness status or to separate the employee. Following notice to the employee and the Union that the employee will be separated, the Union, if legally authorized, may appeal the Company's decision directly to Step 3 of the grievance procedure as provided in the Bargaining and Grievance Procedure Article of the Agreement. If such appeal is not filed on or before the date the employee's extended illness status expires, the Company's action shall be final and binding. Further appeal, if desired, shall be to the Arbitration Board provided for in this Agreement.

ARTICLE 11
BARGAINING AND GRIEVANCE PROCEDURE

- A.** All disputes or grievances which may arise over the interpretation or application of this Agreement shall be settled in accordance with the procedures set forth in this Article. All reasonable steps to expedite the procedures set forth in this Article will be taken by the parties irrespective of the time limits provided.
- 1.** If the Union or any employee covered by this Agreement has any such grievance, it shall be discussed with the employee's immediate supervisor and he shall render his decision within twenty-four (24) hours after final discussion.
 - 2.** If the Union or the employee is not satisfied with the decision of the employee's immediate supervisor and desires to appeal, the appeal shall be submitted in writing to the Company official in charge at the Calgary station within fifteen (15) days of the date of the decision, and conference, if requested, shall be within ten (10) days thereafter by such official or his designee, or at such other time as may be agreed upon. The decision of such official or designee shall be rendered in writing within three (3) days after final conference if such is held.
 - 3.** If the Union or the employee is not satisfied with the decision in subparagraph above, either shall have the right to appeal to the Company official designated to hear and decide grievances in the third step. Such appeal must be signed and submitted in writing within ten (10) days of the date of the second step decision, and conference. If requested shall be heard within thirty (30) days thereafter by the designated third step Company official or his designee, except as otherwise agreed. The decision of the Company official or his designee shall be rendered in writing within ten (10) days of receipt of the written appeal or within ten (10) days after final conference if such is held.
 - 4.** If the decision of the third step hearing official or his designee is still unsatisfactory to the Union or the employee, further appeal, if any, shall be to the Arbitration Board provided for in this Agreement.
- B.** Grievances involving wage claims must be filed promptly after the cause giving rise to the grievance is evident and wage claims shall not be valid and collectible for a period longer than thirty (30) days prior to the date of discussing the grievance as provided in Paragraph A of this Article or the date the grievance arose, whichever is more recent.

- C. An employee may not be held out of service without prompt written confirmation in order to allow the Company time to investigate and determine whether the employee is to be suspended or discharged for cause. Any employee dissatisfied with the action of the Company in suspending or discharging him may appeal such action by filing an appeal to the third step of the grievance procedure and hearing will be held promptly after the filing of an appeal. All decisions by the Company and all appeals filed by the employee or the Union shall be in writing and shall conform to the time limits set forth in the third step of the grievance procedure. If the employee or the Union fails to request a hearing or appeal within the time limits herein specified, the action of the Company shall be final.
- D. If, as a result of any such hearings or appeals therefrom, it is found that the suspension or discharge was not justified, the employee shall be reinstated without loss of seniority and made whole for any loss of pay the employee suffered by reason of the suspension or discharge and the employee's personnel record shall be corrected and cleared of any charge or charges, or, if a suspension rather than a discharge results, the employee shall have the time held out of service credited against the period of suspension. In determining the amount of back wages due an employee reinstated as a result of the procedures outlined in this Agreement, the maximum liability of the Company shall be limited to the amount of normal wages the employee would have earned in the service of the Company had he not been discharged or suspended.
- E. When it is mutually agreeable that a stenographic report is to be taken of any hearing or conference provided for in this Agreement, the cost will be borne equally by both parties to the dispute. When it is not mutually agreed that a stenographic report of the proceedings is to be taken, a stenographic report may be taken by either of the parties to the dispute. A copy shall be furnished to the other party upon request, provided that the cost of taking and transcribing such report shall be borne equally by both parties to the dispute.
- F. All records of counseling and discipline shall be maintained in the employee's personnel file or attendance record. An employee shall be informed when counseling or discipline has been documented and have the right to review such records upon request in accordance with Company policy.
- G. Employees being assessed discipline or processing a grievance at the various steps of the grievance procedure shall have the right to have a Union representative in attendance during such meetings. An employee chosen to act as a Union representative for another employee for this purpose shall be relieved of his normal duties without loss of pay while attending such meetings.
- H. All time limits for appeals and decisions will be exclusive of Saturdays, Sundays, and holidays.

- I.** An employee who is to be questioned by Company representatives in the investigation of an incident which may result in disciplinary action being taken against him, will be informed of his right to have a Union Representative present before such questioning begins. Such Union Representative will not interfere with the Company's questioning of an employee. However, at the conclusion of the Company's questioning the Union Representative will be free to ask questions or clarify lack. The above does not apply to inquiries of employees by Supervisors in the normal course of work.
- J.** All disciplinary letters (letters of warning, reprimand, or suspension) will be removed from the employee's file after a period of two (2) years from the date they were issued. Decisions relating to appeals of disciplinary action may not be used by the Company as part of the employee's past record when assessing subsequent discipline if more than two (2) years have elapsed from the date of the disciplinary action taken.
- K.** The Union will designate a representative who will be furnished with a copy of all letters to an employee covered by this Agreement which constitute letters of warning, reprimand, suspension, or any disciplinary action.

**ARTICLE 12
ARBITRATION**

- A.** In compliance with Part V of the Canada Labour Code, there is hereby established an Arbitration Board for the purpose of adjusting and deciding disputes which may arise under the terms of the Agreement and which are properly submitted to it, which Board shall be known as the "United Air Lines, Inc. - Calgary Agents Arbitration Board," hereinafter known as the "Board."
- B.** The Arbitration Board shall consist of three (3) members, one (1) appointed by the Union (hereinafter referred to as the "Union Member"), one (1) appointed by the Company (hereinafter referred to as the "Company Member"), and for each dispute one (1) Neutral Member selected by the Union and the Company as provided in Paragraph H of this Article.
- C.** The Union Member and the Company Member shall serve until their successors are duly appointed.
- D.** The Board shall have jurisdiction over disputes between any employee covered by the Agreement and the Company and between the Company and the Union growing out of grievances concerning discharge or disciplinary action, rules, rates of pay or working conditions covered by the Agreement, or out of the interpretation or application of any terms of the Agreement. The jurisdiction of the Board shall not extend to proposed changes in rules, rates of compensation or working conditions covered by the Agreement or any amendments thereto. The Board shall not have jurisdiction or power to add or to subtract from the Agreement or any amendments thereto or any agreement between the parties.
- E.** The Board shall consider any dispute properly submitted to it by the System General Chairman of the Union or by the Chief Operating Officer of the Company when such dispute has not been previously settled in accordance with the terms provided for in the Agreement, provided that the dispute is filed with the Board within thirty (30) days after the procedure provided for in the Agreement has been exhausted. If a dispute is not filed within such time, the action of the Company or the Union shall become final and binding. No matter shall be considered by the Board which has not first been handled in accordance with applicable appeals provisions of the Agreement.
- F.** The Neutral Member of the Board shall be designated as Chairman of the Board and shall preside at meetings of the Board and at hearings. It shall be the responsibility of the Chairman to guide the parties in the presentation of testimony, exhibits, and arguments at hearings to the end that a fair, prompt, and orderly hearing of the dispute is afforded.

The Board shall meet in Calgary (unless a different place of meeting is agreed upon by the Board) when there is a case or cases before it on a date mutually convenient to the Board members and the parties.

G. All disputes properly referred to the Board for consideration shall be submitted in written form and addressed to the Union Member and the Company Member jointly. The submission of the dispute to the Board shall include:

1. Question or questions at issue.
2. Statement of facts.
3. Position of employee or employees.
4. Position of Company.

Copies of the submission shall be served on the other party or parties.

H. Upon the filing of the submission with the Union Member and the Company Member, these members shall promptly confer and endeavor to reach agreement upon the selection of a Neutral Member to sit with the Board for the purpose of deciding the case. Should the Union Member and the Company Member fail within a reasonable time to agree upon the selection of a Neutral Member, the Minister of Labour for Canada shall be requested by the above-mentioned representatives to appoint to the Arbitration Board a Neutral Referee to sit with the Board as the Neutral Member thereof for consideration and disposition of the case.

Within thirty (30) days after the selection of the Neutral as provided above, and after notice to the referee of his or her selection, the Board, including the Neutral, shall meet for the purpose of hearing the case. The decision of the Board shall be rendered within thirty (30) days after consideration and hearing or after the close of any further hearing, and a majority vote of the members of the Board, including the Neutral, shall be necessary to reach such decision, which shall be final and binding upon the parties hereto.

The expenses and reasonable compensation of the Neutral Members selected as provided herein shall be borne equally by the parties hereto. The time limits specified in this Paragraph may be extended by mutual agreement of the parties to the Agreement.

I. Employees covered by the Agreement may be represented at Board meetings by such person or persons as they may choose and designate, and the Company may be represented by such person or persons as it may choose and designate. Evidence may be presented either orally or in writing or both. At the request of either party, a witness testifying will be required to do so under oath.

The number of witnesses called by the parties at any one time shall not be greater than the number which can be spared from the operations without interference with the services of the Company.

- J.** A majority vote of all members of the Board shall be competent to make a decision.
- K.** Decisions of the Board in all cases properly referable to it shall be final and binding upon the parties thereto.
- L.** Nothing herein shall be construed to limit, restrict or abridge the rights or privileges accorded either to the employees or to the Company or to their duty accredited representatives under the provisions of the Canada Labour Code.
- M.** The Board shall maintain a complete record of all matters submitted to it for its consideration and of all findings and decisions made by it.
- N.** Each of the parties hereto will assume the compensation, travel expense and other expenses of the Board Members selected by it.
- O.** Each of the parties hereto will assume the compensation, travel expense and other expenses of the witnesses called or summoned by it.
- P.** The Union Member and the Company Member, acting jointly, shall have the authority to incur such other expenses as in their judgment may be deemed necessary for the proper conduct of the business of the Board, and such expenses shall be borne one-half (1/2) by each of the parties hereto. Board Members who are employees of the Company shall be granted necessary leave of absence for the performance of their duties as Board Members.
- Q.** It is understood and agreed that each Board Member shall be free to discharge his duty in an independent manner without fear that his individual relations with the Company or with the employees may be affected in any manner by the action taken by him in good faith in his capacity as a Board member.

ARTICLE 13
GENERAL AND MISCELLANEOUS

- A. The Company retains the rights customarily and traditionally reserved to management except to the extent expressly abridged by this Agreement. Such rights include, but are not limited to, sole jurisdiction of the management and operation of its business; the direction and scheduling of its working force; promotion to positions not covered by this Agreement; the maintenance of discipline and efficiency in its hangars, stations, shops, offices, and other places of employment; the right to hire, discipline, and discharge employees for just cause. It is further understood and agreed that the duties to be flown; the equipment to be used; the location of plants, hangars, facilities, stations, and offices; the scheduling of airplanes, the scheduling of overhaul, repair, and servicing of equipment; the methods to be followed in the overhaul, repair, and servicing of airplanes are the sole and exclusive function and responsibility of the Company.
- B. It is the intent of the parties to this Agreement that the procedures herein shall serve as a means of peaceable settlements for all disputes that may arise between them. During the life of this Agreement, the Company will not lock out any employee; the Union will not cause, take part in or authorize its members to cause or take part in any sit-down, stay-in, or slowdown in any plant, hangar, facility, station or office of the Company or in picketing or other curtailment or restriction of operations, overhaul, repair or servicing of airplanes, or any work of the Company. Nor will the Union or any member of the Union, unless on strike, picket any of the Company's plants or premises, or strike, until the bargaining procedures outlined in this Agreement and provided for in the Canada Labour Code have been exhausted; and in no case where a grievance or dispute comes under the jurisdiction of the Board of Arbitration as provided for herein. The Company reserves the right to discipline or discharge any employee taking part in any violation of this provision of the Agreement.
- C. All orders or notices to employees covered by this Agreement of promotion, demotion, transfer, layoff, or leave of absence shall be given in writing. Furnishing the employee with a copy of Form UG100 shall normally constitute sufficient notification.
- D. The Company will provide death and disability insurance coverage, at no cost to the employee and in the amounts set forth below, for any employee who in the course of his employment is killed, permanently disabled, or loses a member (as described herein) by a bomb explosion or felonious assault.

Death\$100,000
 Total Permanent Disability.....100,000

Total Loss of Two Members.....100,000

Total Loss of One Member.....50,000

A "member" as described herein defined as an arm, leg, or eye.

No employee will be required to participate in a "bomb scare" investigation against his wishes.

- E.** Upon approval by the Company, and upon reasonable advance written notice by the Union, the Company will grant time off without pay to the employee for the purpose of carrying out business for the Union.
- F.** When an employee is required by the Company to travel to alternate airports to carry out his/her duties, the Company will supply necessary transportation to the point of assignment and return, provided it is practicable to do so. This shall not be construed as precluding the Company from requesting employees voluntarily to utilize their own vehicles when circumstances warrant.
- G.** Employees covered by this Agreement shall be entitled to time off without loss of pay up to a maximum of three (3) days in the event of death in the immediate family of the employee or the employee's spouse. "Immediate family" includes husband, wife, children, parents, brothers, sisters, daughters-in-law, sons-in-law, grandparents, grandchildren and any other relative living with the employee at the time of death. In case of the death of other relatives, and after reviewing the circumstances with the employee the supervisor may grant one-half day off without loss of pay and may approve up to one full day off in unusual cases where the additional time off is warranted.
- H.** In the event of technological change within the meaning of Section 51 of the Canada Labour Code, the company confirms that it will comply with any requirement for notice to or meeting with the Union which may apply under Sections 51, 52, 53, 54 or 55 of the Code. It is acknowledged and agreed that any order which may be required under the technological change provisions of the Code will be sought from the Canada Labour Relations Board in accordance with the procedures set out in the Code.

**ARTICLE 14
UNIFORMS**

- A.** Uniforms, where and as required by **the** Company, shall be **worn** by all employees covered by this Agreement.
- B.** Employees entering positions which require uniforms will be provided complete uniforms by the Company at the time of **entry** into such positions at no cost to the employee. The amount and types of uniform items to be furnished will be in accordance with Company Regulations provided **that a parka will be included as such an item. In the event there is a new uniform design reflecting a change in style, color, etc., United will absorb costs related to the changeover to the new uniform. In cases of employee carelessness or abuse of garments, the employee will bear the cost of replacement. It will be local management's responsibility to review the circumstances and determine the appropriate action to be taken.**
- C.** The Company will furnish replacement uniforms thereafter when and as deemed necessary by the Company.
- D.** Employees who wear uniforms will keep them clean and presentable. Employees required to wear Passenger Service uniforms will be paid a cleaning allowance of \$15.00 per month. Employees will receive the \$15.00 cleaning allowance in the last paycheck of each month. The Company will provide laundering service or pay the laundering cost for work shirts, pants or overalls at a location(s) where it maintains its own ramp operation.

ARTICLE 15
CHECK-OFF OF UNION DUES

- A.** Effective May 1, 2001, the Company shall deduct from the second paycheck of each month ~~from wages~~ due and payable to each employee coming within the scope of ~~this~~ collective Agreement an amount equivalent ~~to~~ the monthly union dues of the Union, subject ~~to~~ the conditions set forth ~~hereunder~~.
- B.** The amount to be deducted ~~shall be~~ equivalent ~~to~~ the regular dues payment of the Union and ~~shall not include~~ initiation fees or special assessments. The ~~amounts~~ to be deducted shall not be changed ~~during the~~ term of Agreement excepting ~~to~~ conform with a change in ~~the~~ amount of ~~regular~~ dues of ~~the~~ Union in accordance ~~with~~ its constitutional provisions.
- C.** Membership in the Union ~~shall be~~ available to any employee eligible under the constitution of the Union on payment of the initiation ~~or~~ reinstatement fees uniformly required of ~~all~~ other such applicants by the local lodge. Membership shall not be denied for reasons of ~~race~~, national ~~origin~~, colour, or religion.
- D.** Deductions shall ~~commence from~~ the second paycheck of the calendar month following completion of ~~thirty (30) calendar~~ days after date of employment in a position covered by this Agreement, but in no case shall deductions ~~commence earlier~~ than from the second paycheck of the calendar month following completion of thirty (30) days after date of last entry into the Company.
- E.** If the wages of an employee payable in the second paycheck of any month are insufficient to ~~permit the~~ deduction of a full amount of dues, no such deduction shall be made ~~from~~ the wages of such employee by the Company in such ~~month~~. The Company shall not, because the employee did ~~not~~ have sufficient wages payable ~~to him on~~ the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- F.** Only payroll deductions ~~now or~~ hereafter required by law, deduction of ~~monies~~ due or owing the Company, pension deductions and deductions for provident funds shall be ~~made from wages~~ prior to the deduction of dues.
- G.** The amount of dues ~~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 (3.0) calendar days following the pay period in which ~~the~~ deductions ~~are~~ made.
- H.** The Company shall not be responsible financially or ~~otherwise~~ either ~~to~~ the ~~Union~~ or to any employee, for any failure to make deduction or for making improper or inaccurate deductions ~~or~~ remittance. However, in ~~any~~ instance in which an error occurs in the ~~amount~~ of any deduction of dues from ~~an employ-~~

ee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article shall terminate at the time it remits the amounts payable to the Union.

- I.** The question of what compensation, if any, 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.
- J.** In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by the Company pursuant to the first Paragraph of this Article, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if at the request of the 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.

ARTICLE 16
SAFETY AND HEALTH

- A.** An employee entering the service of the Company may be required to take a physical examination specified by the Company. The cost of such examination will be paid by the Company. Thereafter, the Company may request an employee to submit to further physical examinations during the course of his employment or recall to service after a layoff due to reduction in force. If it becomes necessary to hold an employee out of service due to his physical condition, the Union will, on the employee's request, be fully informed of the circumstances and every effort will be made to return the employee to service at the earliest possible date after the employee has passed a physical examination. The cost of such further examinations shall be paid by the Company.
- B.** The Company hereby agrees to maintain safe, sanitary and healthful working conditions in all offices and facilities and to maintain on all shifts emergency first aid equipment to take care of its employees in case of accident or illness and that certain employees will be given first-aid training in order to maintain qualified employees to administer first-aid. It is understood that this does not require the Company to maintain a nurse or doctor on the property, but the Company will designate a doctor to call in an emergency.
- C.** Where provided by the Company, washrooms will be kept in a clean and sanitary condition. Lunch rooms shall be provided and maintained in a clean and sanitary condition, complete with tables, chairs, and hot and cold water. Employees will cooperate in maintaining the foregoing conditions. Individual lockers will be provided for each employee.
- D.** No employee will be required to work under unsafe or unsanitary conditions, and, in order to eliminate as far as possible accidents and illness, a joint safety committee composed of one (1) Union member and one (1) Company member will be established at the Calgary station. It shall be the duty of the safety committee to see that all applicable safety and sanitary regulations and ordinances are complied with and to make recommendations for the maintenance of appropriate safety and sanitary standards.

The committee shall receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations concerning such complaints. The Union safety committee member, as designated by the Union, shall be allowed a reasonable amount of time during working hours without loss of pay for these purposes.

- E.** The Company shall furnish all necessary safety devices for employees working on hazardous or unsanitary work, and employees will be required to use or wear such devices in performing such work. The Co
available to employees who are required to work in aircraft pits while loading or unloading baggage or cargo.
- F.** Suitable garments shall be kept available for use of employees covered by this Agreement when they are required to work outside.
- G.** Employees taken sick or injured while at work shall be given medical attention as promptly as reasonably practicable. Employees will not be refused permission to return to work because they have not signed releases of liability pending the disposition or settlement of any claims which they may have for compensation arising out of such sickness or injury.
- H.** Periodic audiometric examinations will be provided by the Company for all employees whose regular assignment exposes them to high levels of noise concentration. Upon request, an affected employee will be advised of the results of his or her examination.
- I.** In the event the Company-designated physician considers that an employee does not meet the physical requirements of the job as determined by the Company, or in the event the Company-designated physician considers that the employee meets the physical requirements of the job as determined by the Company, and in either event the employee-designated physician has made a contrary determination, these two (2) physicians shall select a third impartial qualified physician to examine the employee, and the decision of the majority as to the employee's physical condition shall be binding upon the Company and the employee. The expense of the employee-designated physician shall be borne by the employee; the expense of the Company-designated physician shall be borne by the Company; and the expense of the impartial physician shall be borne one-half (1/2) by the employee and one-half (1/2) by the Company. The procedure may be initiated by either the Company or the employee when the dispute arises and no grievance will be filed to commence such procedure.

ARTICLE 17
SAVING CLAUSE

Should any part or provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. In the event of any invalidation, either party may, upon thirty (30) days' written notice, request negotiations for the modification or amendment of this Agreement necessitated by such invalidation and negotiations shall commence within thirty (30) days from the receipt of said notice.

**ARTICLE 18
EFFECTIVE DATE AND DURATION**

This Agreement shall become effective ~~as~~ of ~~the~~ date of signing except as otherwise provided herein. All provisions of the Agreement shall remain in full force and effect until April 1, 2011 and the Agreement shall renew itself without change each succeeding April 1 thereafter, unless written notice of intended change is served in accordance with Part V of the Canada Labour Code as amended by either party hereto not less than thirty (30) days nor more than ninety (90) days prior to April 1 in any year.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 20th day of August, 2008.

**FOR THE INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

FOR UNITED AIR LINES, INC.

/s/ Mike Ambler
Mike Ambler
Airline General Chairperson
District Lodge No. 140

/s/ Richard Rosinia
Richard Rosinia
Sr. Staff Advisor, Arbitration
Labor Relations

WITNESSES:

WITNESSES:

/s/ Jason Wright

/s/ Lily Iang Yuen

/s/ Shauna Dafee-Drinnan

**WAGE SCHEDULE
WAGE RULES**

- A. The minimum hourly rates of pay for permanent employees shall be as follows provided, however, that the Company may, at its discretion, pay higher rates of pay than the established minimum:

Customer Service Agent

	Effective 4/1/08	Effective 4/1/09	Effective 4/1/10
10th year	26.26	26.65	26.92
9th year	24.78	25.15	25.40
8th year	23.32	23.67	23.91
7th year	21.84	22.17	22.39
6th year	20.38	20.69	20.90
5th year	18.91	19.19	19.38
4th year	17.43	17.69	17.87
3rd year	15.98	16.22	16.38
2nd year	14.50	14.72	14.87
2nd 6 months	13.03	13.23	13.36
1st 6 months	11.56	11.73	11.85

Hourly equivalent of monthly wages will be determined by multiplying the monthly wage rate by twelve (12) and dividing by two thousand eighty (2,080).

- B. ~~A permanent employee who is assigned to perform the duties of an employee in a higher classification shall be paid no less than the minimum rate of the higher classification or his or her own rate, whichever is higher.~~
1. All full-time employees covered by this Agreement shall be paid fifty-one cents (51¢) per hour and fifty-eight (58¢) per hour, respectively, for afternoon and night shifts as additional compensation for the rate paid on day shifts for all hours worked. Any shift starting at 11:00 AM or later and before 5:00 PM shall be considered an afternoon shift. Any shift starting at 5:00 PM or later and before 6:00 AM shall be considered a night shift.
 2. An employee on a rotating relief or other rotating schedule who is scheduled to work on the day and afternoon shifts between the regular days off will receive fifty-six cents (56¢) per hour additional compensation above the day-shift rate for all regular hours worked in that calendar week. Such an employee who is scheduled to work on the afternoon and night shifts

Wage Schedule - Wage Rules

or day and night shifts between **the** regular days off **will** receive sixty-one (**61¢**) per hour additional compensation above the day-shift rate for all regular hours worked. Such employees shall not receive shift premium as provided in Subparagraph 1 of this Paragraph, but shall have the additional compensation provided for in this Subparagraph treated for pay purposes the same as a shift premium.

- C.** An employee on a relief schedule who is scheduled to work **two (2)** or more different starting times within either the afternoon or night shifts between regular days off shall be paid, for all hours worked, in lieu of the shift premium provided in Subparagraph 1 of this Paragraph, **fifty-six cents (56¢)** per hour or **sixty-one cents (61¢)** per hour, respectively, additional compensation above the ~~day-shift~~ rate for all regular hours worked. This additional compensation shall be treated, for pay purposes, the same as shift premium.
- D.** Part-time employees covered by this Agreement shall be paid afternoon shift premium of **fifty-one cents (51¢)** per hour for all hours worked during work periods scheduled to end between **7:30 PM** and **12:59 AM** and shall be paid night shift premium of **fifty-eight cents (58¢)** per hour for all hours worked during work periods scheduled to ~~start~~ or end between **1:00 AM** and **5:59 AM**.

**ARTICLE 19
BENEFITS**

A. Extended Health and Dental

Benefit coverage under the Plan will continue at 100% of eligible expense **in excess of an overall twenty-five dollar (\$25.00) deductible per person or family** each calendar year subject to a lifetime maximum payment for each employee and eligible dependent of one million dollars (1,000,000).

The Company-paid benefit level for Plan "A" (Basic Services) will be 100%. The Company-paid benefit level for Plans "B" (Prosthetic Appliances and **Crown and Bridge Procedures**) will be 80% and "C" (Orthodontics) will be 60% up to a maximum payment under Plan "C" of fifteen hundred dollars (\$1,500).

B. Post-Retirement Coverage

An employee **who** works for the Company for ten (10) or more years and retires under the Retirement Plan applicable to employees covered by the Agreement, will have all medical coverage other than dental insurance continued at Company expense until he/she becomes age sixty-five (65). The spouse's coverage will also be continued until he/she becomes age sixty-five (65). Eligible children will be insured as long as either the employee or the spouse is covered under the medical plan.

In the event the retired employee dies while he is being continued in the retiree medical insurance plan, the spouse's coverage will be continued for a maximum of two (2) calendar years or until the spouse becomes age sixty-five (65), whichever occurs first. Additionally, if the spouse remarries medical coverage will cease.

C. Life Insurance

1. Company-paid life insurance will be thirty thousand dollars (\$30,000) for all employees covered by the Agreement.
2. The amount of contributory life insurance available to employees covered by the Agreement will be forty thousand dollars (\$40,000). An employee will have the option of buying either twenty thousand dollars (\$20,000) or forty thousand dollars (\$40,000) contributory life insurance at the rate of forty cents (40¢) per month per thousand dollars (\$1,000).
3. The life insurance schedule for spouse and dependent children is increased to:

Spouse:	\$3,500	
Children:	Age at death	
	Under 6 months	\$1,500.00
	6 mos. to age 22	\$2,000.00

4. Post-Retirement Life Insurance

If the employee has contributed to additional life insurance coverage covered under item #2 of the Life Insurance Clause of this Article for the last five years of work immediately before retirement and is at least age sixty (60) with ten (10) or more years of service or is at least fifty-five (55) and age plus years of service equals eighty-five (85), life insurance is continued at Company expense based on the following schedule:

Years of Service	Amount of Coverage
10 but less than 15	\$4,500
15 but less than 20	\$4,750
20 but less than 25	\$5,000
25 but less than 30	\$5,500
30 or more	\$6,000

5. The Company agrees that the employees covered by this Agreement may continue to participate in the Group Life Insurance Plans which presently cover these employees, and will not substantially reduce or discontinue their benefits thereunder during the term of this Agreement without first informing the Union of the reason therefor and giving the Union an opportunity to discuss the matter with the Company but, in any event, will not substantially reduce or discontinue such benefits without first giving the Union sixty (60) days notice in writing.

D. Long-Term Disability Eligibility

Calgary Agents who have completed one (1) year of service. Enrollment after thirty (30) days from the date first eligible will require evidence of insurability at employee expense.

The Benefit

To those employees who became totally disabled, the plan will pay an income equivalent to fifty percent (50%) of base monthly earnings in effect at the beginning of the disability. Regular part-time employees who become totally disabled will receive an income equivalent to fifty percent (50%) of the average of their actual pay for the twelve (12) months immediately preceding the date of disability. The LTD benefit is subject to a maximum of one thousand six hundred

dollars (\$1,600) per month less any amounts for which an employee may also be eligible. under: a) Total and Permanent Disability Benefits of the Group Life Insurance of the Company (if the employee elects to receive this benefit); b) Workers' Compensation; c) any state or provincial disability benefits law; d) the "Primary" benefit of Canadian Pension Disability.

The plan will provide a guaranteed minimum Long Term Disability benefit of fifty dollars (\$50) per month in addition to benefits payable from other sources such as TPD, Workers' Compensation, Canadian Pension Disability, etc.

Benefit Period

Benefits begin on the 181st day of total disability, provided the employee is under a doctor's care. The disability benefits will continue until the earlier of a) 65th birthday; b) no longer disabled; c) no longer under a doctor's care; d) retirement under the Retirement Plan.

Definition of Disability

Total disability means that during the first two (2) years of benefits, the employee cannot perform the Agent job. After two (2) years, total disability means the employee cannot do any job for which he/she is or could reasonably become qualified by means of training, education or experience.

Limitations

LTD benefits are not paid for disability resulting from: a) acts of war; b) service in the Armed Forces; c) attempted suicide.

Receiving New Benefits

If an employee was receiving LTD benefits, returns to work for less than ninety (90) days, and is again unable to work because of the same or related disability, benefits will begin again immediately. If an employee returns to work for longer than ninety (90) days or if the new disability is from an unrelated cause, that employee will have to wait one hundred eighty (180) days before receiving new benefits.

Termination of Coverage

Coverage ends when the First of the following events occur:

- a) the employee ceases to be an eligible employee.
- b) the employee no longer makes the necessary contributions.
- c) the Group Policy is discontinued.

Employee Contributions

Current employee contributions are sixteen cents (16¢) per one hundred dollars (\$100) of monthly earnings, as defined above, payable by payroll deductions. Any future change in contributions for other employees covered by this group policy will be extended to employees under this Letter of Agreement effective with the next payroll deduction.

ARTICLE 20 PENSION PLAN

A. Pension Plan

- 1.** The Company agrees that the benefits provided in the United Air Lines, Inc. Canadian Management and Salaried Employees' Retirement Plan (the "Plan") will not be reduced without the prior agreement of the Union.
- 2.** The Plan is registered with Canada Revenue Agency (#0590265) and the Office of the Superintendent of Financial Institutions (#55598), in the event that there are changes to the Canadian Income Tax Act and Regulations and the federal Pension Benefits Standards Act (1985) and related Regulations, the Union and the Company agree to effect the revisions necessary to maintain the Plan's registration. Further, in the event of any change in Canadian or Provincial law which materially affects the Plan or the Canada Pension Plan, the Company will so advise the Union and the parties will negotiate, in accordance with Part V of the Canada Labour Code, appropriate changes in the Plan, notwithstanding the duration provisions of the Calgary Agents' Agreement which would otherwise apply.
- 3.** In the event of any conflict between the information contained in this Agreement and the terms of the Plan, the terms of the Plan will prevail.

Summary of Plan Provisions

Eligibility

Full-time and Part-time employees will be eligible to participate in the Plan as of the first day of the month following completion of one year of service.

Temporary, Supplemental Status, or Extra Help employees will be eligible to participate in the Plan as of the first day of the month following completion of 24 months of continuous employment with the Company provided that in each of two calendar years the employee's earnings were at least equal to 35% of the Canada Pension Plan Yearly Maximum Pensionable Earnings.

Service

Service means periods while receiving pay as an employee of the Company whether in active service or as sick pay, and periods while on extended illness status.

A year of service means a plan year in which the employee completed at least six (6) months of service. A month of service means each calendar month or any

portion of which the employee is directly or indirectly paid by the Company, including payment for sickness, disability or vacation taken prior to retirement. A month of service also includes each calendar month during any portion of which the employee is absent from active employment with the Company without pay for reason of layoff, furlough, military leave, extended illness status or any other leave granted under the rules uniformly applied to employees in like situations, provided the employee returns to paid employment immediately following termination of such leave or layoff, except that in cases of extended illness status, the employee need not return to paid employment.

Participation

Participation (benefit accrual) begins when an employee meets the eligibility requirements and ends when he terminates employment. An employee will receive a month of participation for each month of service for which he is paid and continues to be a participant under the Plan.

Accrued Benefit

The annual accrued benefit at any date, is equal to 1.6% of final earnings multiplied by the number of years of participation (to a maximum of 40 years), subject of maximum limitations prescribed by law.

Final earnings is the highest 60 consecutive months of earnings during the last 120 months of participation. Earnings are the employee's total cash compensation, excluding incentive compensation, expense allowances and vacation pay.

Vesting

Accrued benefits are vested when a participant has completed two (2) years of continuous employment with the Company.

Pre-Retirement Death Benefits

1. A survivor, if any, of an employee who dies on or after age 52 and after completing two years of participation, will be entitled to a pre-retirement survivor's benefit. A survivor means a surviving spouse, a common-law partner of at least one (1) year or a dependent child under age 19 or older, if attending school or mentally and physically disabled. The survivor's benefit is 60% of the accrued vested benefit determined at the time of the employee's death and is payable on a monthly basis for the surviving spouse's lifetime. If the survivor is other than the spouse, the payment will cease on December 31 of the calendar year in which the survivor reaches age 18, or if later, the day on which the survivor ceases to be a full-time student, or the day on which the survivor ceases to be disabled.

2. The surviving spouse of an employee who is not eligible for early retirement at the time of the employee's death, will receive the actuarial equivalent value of the accrued vested benefit which was earned after December 31, 1986, determined at the time of the employee's death.

Retirement Forms of Payment

The normal form of pension is the single life annuity (benefits terminate at death). A 10-Year Certain Form, Contingent Annuitant Forms (60%, 66 2/3%, or 100%), and Level Payment Option (benefits are adjusted to provide an approximately uniform monthly income from the sum of Plan benefits, Canadian Pension Plan benefits, and Old Age Security benefits) are also available on an actuarial equivalent basis. Unless a participant's spouse consents to his election of a different form of payment by signing a spousal waiver form, the participant will be paid in the 60% Contingent Annuitant Form.

Vested Termination Benefit

If the employment of a participant terminates after two (2) years of service, the participant will be entitled to his accrued benefit determined at the date of termination.

Early Retirement

A participant will be eligible for early retirement at age 52 or at any time thereafter, provided that he had completed two years of participation (other than early retirements involving permanent and total disability, which may occur as early as age 50). Accrued benefits will be reduced by 3.0% per year for early retirement prior to age 62 plus an additional reduction of 1.5% per year that retirement precedes age 60, if any.

A Participant who is entitled to a vested termination benefit may elect to retire at any time on or after age 52 and will receive the actuarial equivalent of his accrued benefits that would have been payable at age 62.

Late Retirement

When a participant continues his employment beyond age 65, his benefits will continue to accrue, provided that the number of years of Plan participation will be limited to 40. A participant's late retirement date cannot be later than the end of the calendar year in which the participant attains age 69.

Portability of Benefits

Upon termination of employment (or death), a participant (or a surviving spouse), may elect to have the actuarial equivalent value of the accrued vested benefit transferred to:

1. another retirement plan of an employer, if that plan allows such transfers,
2. a locked-in Registered Retirement Savings Plan, or,
3. a life insurance company to purchase a deferred or an immediate annuity.

Distribution of **Benefits on Divorce**

In the event of a participant's divorce, annulment of marriage or separation from his spouse, the accrued benefits payable to the spouse will be determined in accordance with the court order or written agreement between the spouses, subject to applicable provincial property law and the Pension Benefits Standards Act (1985) and related Regulations.

Reemployment

If an employee were to leave the Company and were later rehired prior to retirement, he could again become a participant in the Plan, if he meets the one (1) year waiting period.

Any years of service and years of participation accrued during the period of reemployment will be added to his prior years of service and participation for the purpose of calculating his new retirement benefit. The benefit will be actuarially adjusted to recognize the benefits such employee received prior to reemployment.

Reclassification

If an employee is reclassified into a Calgary Agent job, participation under the Plan will include any years of participation under any other fixed benefit retirement income plan sponsored by the Company and benefits payable under the Plan will be reduced by the prior job's plan. If a Calgary Agent is reclassified out of a Calgary Agent job, the employee's accrued benefits under the Plan will be adjusted for any differences in the normal retirement age of the new job's plan (including adjustment for currency applicable to the new job's plan if the new job is not a Canadian job).

Mr. Terry Hodge
Airline General Chairperson
International Association of Machinists
and Aerospace Workers
11871 Horseshoe Way
Richmond, B. C., Canada

Dear Mr. Hodge:

This will confirm statements made to you by representatives of United Airlines in the negotiations leading to the 2001 Agreement covering agent employees in **Calgary**. The Company will permit employees to maintain the existing practice of personal day trades, subject to the continuing approval by the Department of Labour of the Company's current "averaging-"methods. The Company will not discontinue such practice unless required to do so by the Department of Labour, without first informing the Union of the reasons thereof and giving the Union an opportunity to discuss the matter with the Company.

Sincerely,

/s/ Richard Rosinia
Richard Rosinia
Sr. Specialist-Labor Relations

Accepted and agreed to this
18th day of April, 2006

/s/ Terry Hodge
Terry Hodge
Airline General Chairperson

Letter 01-2

Mr. Terry Hodge
Airline General Chairperson
International Association of Machinists
and Aerospace Workers
11871 Horseshoe Way
Richmond, B. C., Canada

Dear Mr. Hodge:

This will confirm our discussion concerning possible civil liability actions against Calgary Agents which could arise out of an Agent's proper performance of his duties for the Company.

I advised you that the Calgary Agents were currently covered under a blanket insurance policy carried by United Airlines which covers all employees. Under this policy, employees are generally insured against actions arising out of most potential liability claims, including accidental bodily injury or property damage, false arrest, unintentional slander, unintentional discrimination, etc.

Accordingly, while not all acts are covered under the policy, employees are protected in large measure against liability claims arising from proper performance of duty.

Sincerely,

/s/ Richard Rosinia
Richard Rosinia
Sr. Specialist-Labor Relations

Terry Hodge
Airline General Chairperson
IAMAW
Suite 2131
11871 Horseshoe Way
Richmond, B.C. WA 5H5

Dear Mr Hodge:

This will confirm the agreement reached between the IAMAW and United Airlines in the negotiations leading to the 2001-2005 Agreement covering the Calgary Agents.

1. In the event employees covered by the Calgary Agents' Agreement are to be laid off, or otherwise adversely affected, as the direct result of a decision by the Company to contract out any or all of the work of the bargaining unit or to discontinue operations at Calgary, the Company will advise the Union at least ninety (90) days in advance of such intended change and will negotiate with the Union the protection to be afforded the employees who are to be laid off. In the case of layoff contemplated by Letter 01-4, the Company agrees to discuss with the Union whether any protection in addition to the terms of Letter 01-4 is appropriate. The Company will meet with the Union to review any viable alternative which the union may wish to propose to maintain the work within the bargaining unit.
2. Any employee who is laid off will be afforded the protection of Article 6 of this Agreement and, in addition, any benefits provided by Company Regulations for other furloughed employees, not addressed in Article 6 of the Agreement, and any additional protections as negotiated.
3. Coverage under the Medical Services Association, Extended Health Benefits Plan and Dental plan which is being provided to an employee and his eligible dependents, if any, at the time of layoff from the Company, will be continued at no cost to the employee, for a period of ninety (90) days from the date of layoff for either of the reasons specified in Paragraph 1, above.

If this letter conforms to your understanding of the agreement reached, please date and sign this letter in the space provided below.

Sincerely,

/s/ Richard Rosinia
Richard Rosinia
Sr. Specialist-Labor Relations

Accepted and agreed to this
18th day of April, 2006

/s/ Terry Hodge
Terry Hodge
Airline General Chairperson

Letter O1-4

Terry Hodge
Airline General Chairperson
IAMAW
Suite 2131
11871 Horseshoe Way
Richmond, B.C. **WA** 5H5

Dear Mr. Hodge,

As a member airline in the Star Alliance, United participates in a code sharing program with other international airlines, including Air Canada and Lufthansa. The Union has expressed concern that United may, at some point in the future, enter into an arrangement with an alliance partner to provide services now performed by members of the bargaining unit with the result that bargaining unit employees would be laid off. United confirms that it has no such plan at present. However, for the purpose of responding to the Union's concern, United agrees to proceed as follows in the event that it decides to enter into any such arrangement for services in the future which directly results in the layoff of bargaining unit employees:

- 1.** As part of any commercial discussions with an alliance partner or partners concerning the provision of services currently performed by employees in the bargaining unit, United will diligently explore the possibility of the Alliance partner offering any employment opportunities that arise from the arrangement for services to laid-off regular employees on terms and conditions that are as close as possible to the then existing terms and conditions of the employees in the bargaining unit.
- 2.** In lieu of the severance allowance provided pursuant to Article 6-E, a laid-off regular employee will be eligible for two (2) weeks severance pay for each year of service, up to a maximum of fifty-two (52) weeks of pay.
- 3.** Notwithstanding the provisions of Article 6-C, all laid-off regular employees will retain recall rights for five (5) years from the date they are laid-off.
- 4.** For regular employees who are laid-off and not offered recall to the classification during the 5 year recall period or offered any employment at another United location, the final average earnings component of the retirement benefit formula of the Agreement in effect on the date of layoff, will be increased by 5%.
- 5.** For those laid-off regular employees who have the necessary qualifications, the Company will offer placement assistance in transferring to available openings system-wide for a two (2) year period following the date of layoff.

Sincerely,

/s/ Richard Rosinia
Richard Rosinia
Sr. Specialist-Labor Relations

Mike Ambler
General Chairperson
IWAMAW
District Lodge No. 140

The Company and the Union have agreed that effective with the signing of the **2008-2011 Agreement**, the sick leave pay provisions of Section 8.02 will include the following exemption. **Any sick leave occurrence(s) in excess of three (3) occurrences in any January through December calendar year will be paid at 80% of the employee's rate of pay from their accumulated sick leave balance.** The employee's accumulated sick leave balance will be debited for all hours absent from work. **When** an employee **who is** receiving sick leave pay at 80% of their rate of pay **is** absent for **more** than 7 consecutive work days, all continuing consecutive workday absences thereafter will be paid at 100% from the employee's accumulated sick leave balance.

/s/ Richard Rosinia _____
Richard Rosinia
Senior Staff Advisor-Arbitration

Letter 08-1

August 19, 2008

Mike Ambler
General Chairperson
IAMAW
District Lodge No. 140

Dear Mr. Ambler,

This will confirm the agreement reached between the IAM & AW and United Airlines in negotiations leading to the 2008-2011 Collective Agreements covering both the Calgary and Vancouver Agents.

Permanent employees covered by the provisions of either the Vancouver or Calgary Collective Bargaining Agreements effective the date of ratification will establish a seniority date in the alternate base to which they are currently employed. They shall be reflected on the opposing seniority list in the same order as their primary base of employment. Employees hired following the date of ratification shall have their hire/seniority date reflected on both seniority lists.

Employees will be able to access this seniority only in the following circumstances:

1. In the event of a layoff to the street in order to displace a junior employee at the alternate base or:
2. To transfer to a permanent vacancy at the alternate base.

In order for employees to transfer or displace they must meet the qualification requirements or be able to meet the qualification requirements within a period of ninety (90) calendar days, where the qualification requirements differ from the employees' current position.

Should a reduction in staff occur at both bases simultaneously, the parties agree to meet and review all requests to displace prior to actioning any movement.

The intent of this process is to afford opportunities to existing bargaining unit personnel prior to resorting to external hiring and shall have no detrimental effect on right of recall.

Any issues concerning the interpretation or application of this understanding shall be addressed and mutually agreed to by the parties.

/s/ Richard Rosinia
Richard Rosinia
Senior Staff Advisor
Arbitration

August 19, 2008

Mike Ambler
General Chairperson
IAMAW
District Lodge No. 140

Dear Mr. Ambler,

This will confirm the agreement reached between **the IAM & AW and** United Airlines in negotiations leading to **the 2008-2011 Collective Agreements** covering both **the** Calgary and Vancouver Agents.

The Company **agrees** to make available to the Vancouver and Calgary Agents the Early Out program made available to Public Contact Employees in the U.S. on the **same** terms and conditions. For 2008, **the** Company will make available the following early out options:

YVR 2

YYC 1

The Company **reserves** the right to **offer** packages in **excess** of the numbers **above** should **the program** be oversubscribed.

For the remaining duration of the 2008-2011 **YVR/YYC** Agents agreement, the Company will make available early **out** packages only **when the** following **two** conditions are met:

- 1.** A furlough is contemplated at the location
- 2.** An Early **Out** program is in effect in **the U.S.** for Public Contact employees

/s/ Rich _____
Richard Rosinia
Senior Staff Advisor
Arbitration

Letter 08-3

August 19, 2008

Mike Ambler
General Chairperson
IAMAW
District Lodge ~~NO.~~ 140

Dear Mr. Ambler,

This will confirm the agreement reached between the IAM & AW and United Airlines in negotiations leading to the 2008-2011 Collective Agreements covering **both the Calgary and Vancouver Agents.**

So long as LOA 02-15P (dated May 14,2002) in the U. S. Public Contact Employees Agreement remains in full force and effect, the provisions of this letter will apply to Vancouver and ~~Calgary Agents under~~ the same terms and conditions.

/s/ Richard Rosinia
Richard Rosinia
Senior Staff Advisor
Arbitration

LETTER OF AGREEMENT
between
UNITED AIR LINES, INC.
and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

The Company and the Union **agree to create** Lead Customer Service Representatives (LCSR) positions for the Vancouver and Calgary Stations **as follows:**

- 1.** The Lead positions will handle defined duties such as those outlined in Attachment **A** for both Passenger Service and Operation functions (inside and outside). Lead Customer Service Representatives (LCSR) shall **be** responsible for leading and directing the work of other Customer Service Representatives while performing similar work. In addition, they will be required **to** perform on-the-job training. However, this position **will** not be construed **as** a management position.
- 2.** **To be eligible** for the LCSR position employees must have **a** minimum of three (3) years UAL classification experience, must **have a** satisfactory record of attendance, and **must not be** in the disciplinary process beyond level 2 or for an infraction that would adversely reflect **on** their **ability to perform** the job.
- 3.** Eligible applicants for the LCSR position must have successfully completed **a** qualification process mutually agreed to by the Union and the Company, and will **on a trial** basis, bid shifts identified as lead positions. Within **the** customer service representative classification, qualified applicants **will** fill positions by classification seniority, in conjunction with shift bids. The **introduction** of Lead shifts will not result in an increase in manpower. **If** the separate bid **does not** result in **leads** covering all shifts, the Company shall have **the option** of canceling the **separate** bid and the Lead Program will revert to its previous **form**.
- 4.** Lead Customer Service Representatives will receive an hourly pay premium of **\$1.09** for all **hours** worked in the LCSR position.
- 5.** A joint committee consisting of union and management will be established to review and monitor lead minimum requirements, determine **assessment** standards, **as well as** redefine job functions and responsibilities, **as necessary**, based upon actual experience. In addition, it shall be the committee's mandate to **determine** that all LCSR s in **the** resource pool are able to **satisfactorily perform** the job functions.
- 6.** This letter may be modified by mutual agreement **as** experience is gained. **This** letter may be canceled with ninety (90) days written notice by either the Union or the Company.

Letter 08-04

IN WITNESS WHEREOF the parties have signed this Letter of Agreement this 20th day of August, 2008.

/s/ Mike Ambler _____
Mike Ambler
General Chairperson
IAMAW
District Lodge No. 140

/s/ Richard Rosinia _____
Richard Rosinia
Senior Staff Advisor
Arbitration

ATTACHMENT A

Responsibilities of Lead Position

- 1.** Working member of the Customer Service Team
- 2.** Lead, coach and support CSR s at all times
- 3.** Monitor and observe safety at all times. Work **with** the local Safety Committee to help coach and observe safety in **the** work place.
- 4.** Coordinate manpower on a daily basis
- 5.** Ensure company performance **goals** are met, such as lobby line **waits**, on-time departures, baggage loading standards, inbound baggage delivery times and first class baggage handling. **This** also includes mail and freight handling.
- 6.** Maintain communication **with** Gate Agent to ensure PPBM compliance, follow through **of** last customer, maintain **cutoff** times loading of gate checked baggage and standby baggage
- 7.** Ensure that company cleaning standards are met and that proper inventory levels of cleaning supplies are maintained
- 8.** Ensure daily user checks are complete and coordinate with ground equipment mechanic that equipment is safe to operate
- 9.** **Ensure** passenger and rump handling **standards** are maintained for contract carriers
- 10.** Provide technical support and on the job training
- 11.** **Preplan** for irregular **operations** and oversold **flights**
- 12.** **Verify** that station accounting and open / close-out procedures are followed
- 13.** Act **as a** station security resource and future GSC
- 14.** Assist in station communications
- 15.** Assist in Customer Problem Resolution (CPR)
- 16.** Performance of Station Training Coordinator