

# **COLLECTIVE AGREEMENT**

between

**WESTJET, AN ALBERTA PARTNERSHIP**



and

**CALDA (CANADIAN AIRLINE DISPATCHER ASSOCIATION)**



**Effective June 1, 2022 to May 31, 2032**

## Table of Contents

ARTICLE 1 - DEFINITIONS .....	6
ARTICLE 2 - MANAGEMENT RIGHTS .....	8
ARTICLE 3 - ASSOCIATION RECOGNITION .....	9
ARTICLE 4 - DISCRIMINATION OR HARASSMENT .....	10
ARTICLE 5 - SCOPE .....	11
ARTICLE 6 - AMENDMENTS TO THE AGREEMENT .....	12
ARTICLE 7 - STRIKE/LOCKOUT .....	13
ARTICLE 8 - DEDUCTION OF DUES .....	14
ARTICLE 9 - ASSOCIATION TIME RELEASE .....	15
9-1    GENERAL .....	15
9-2    REQUEST FOR TIME OFF PROCESS .....	15
9-3    ASSOCIATION TIME RELEASE TIME CREDITS .....	15
9-4    ALLOTMENT OF ATR FOR CONTRACT PREPARATION, NEGOTIATIONS, AND RATIFICATION.....	16
9-5    REIMBURSEMENT TO THE COMPANY .....	16
9-6    ATR FOR CALDA NATIONAL ELECTED OFFICIALS .....	17
9-7    ASSOCIATION TRAVEL .....	17
ARTICLE 10 - PROBATION.....	18
ARTICLE 11 – SENIORITY .....	19
11-1    DISPATCH SENIORITY LIST.....	19
11-2    SENIORITY LIST RANKING.....	19
11-3    CORRECTION TO SENIORITY LIST .....	20
11-4    SENIORITY FOR POSITIONS NOT COVERED BY THIS AGREEMENT .....	20
ARTICLE 12 - NON-BARGAINING UNIT EMPLOYEES.....	22
ARTICLE 13 – ACCOMMODATION.....	23
13-1    GENERAL .....	23
13-2    ASSOCIATION REPRESENTATION .....	23
13-3    MEDICAL ACCOMMODATIONS.....	23
13-4    PREGNANCY ACCOMMODATION .....	24
13-5    BREASTFEEDING ACCOMMODATION .....	24

13-6	TRAVEL PRIVILEGES .....	24
ARTICLE 14 - BENEFITS .....		25
ARTICLE 15 - TRAVEL PRIVILEGES.....		27
ARTICLE 16 - LEAVES OF ABSENCE .....		28
16-1	GENERAL .....	28
16-2	UNPAID LEAVE OF ABSENCE .....	28
16-3	MATERNITY AND/OR PARENTAL LEAVE .....	29
16-4	COMPASSIONATE CARE LEAVE .....	29
16-5	BEREAVEMENT LEAVE .....	30
16-6	JURY DUTY .....	31
16-7	COURT APPEARANCE LEAVE .....	31
16-8	RESERVIST LEAVE .....	32
16-9	RETURN TO SERVICE .....	32
ARTICLE 17 – SICK AND PERSONAL DAYS.....		34
17-1	SICK LEAVE .....	34
17-2	PERSONAL LEAVE .....	35
ARTICLE 18 - FILLING OF ASSIGNMENTS .....		37
18-1	GENERAL .....	37
18-2	ASSIGNMENT PROCESS.....	37
18-3	ASSIGNING RELIEF .....	38
18-4	FILLING OF VACANCIES WHILE ON LEAVE .....	38
ARTICLE 19 - DISCIPLINE, SUSPENSIONS AND TERMINATIONS .....		39
19-1	GENERAL .....	39
19-2	OFF PENDING INVESTIGATION .....	39
19-3	INVESTIGATIVE AND DISCIPLINARY MEETINGS .....	40
19-4	PROGRESSIVE DISCIPLINE .....	40
19-5	DISCIPLINARY DOCUMENTS.....	41
ARTICLE 20 – GRIEVANCE PROCEDURE.....		42
20-1	INITIATION .....	42
20-2	TYPES OF GRIEVANCES .....	42
20-3	PROCEDURE .....	43
20-4	TIME LIMITS .....	44
ARTICLE 21 – ARBITRATION .....		46

ARTICLE 22 – HEALTH AND SAFETY .....	47
22-1    HEALTH AND SAFETY POLICY COMMITTEE AND WORK PLACE HEALTH AND SAFETY COMMITTEE .....	47
22-2    WORKLOAD COMMITTEE .....	48
ARTICLE 23 – SCHEDULING .....	49
23-1    SCHEDULING PARAMETERS .....	49
23-2    SCHEDULE BUILDING/RELEASE .....	49
23-3    SCHEDULING HOURS .....	51
23-4    SCHEDULE MODIFICATIONS .....	52
23-5    SHIFT TRADES .....	52
23-6    BANKED TIME .....	53
23-7    OPEN TIME.....	54
23-8    DRAFTING .....	56
23-9    SCHEDULE REVIEW .....	56
23-10   BREAKS.....	57
ARTICLE 24 – PASSPORT/VISA.....	58
ARTICLE 25 – FLIGHT DECK FAMILIARIZATION .....	59
ARTICLE 26 – TRAINING .....	62
ARTICLE 27 – DATA RECORDINGS .....	64
ARTICLE 28 – ACCIDENTS/INCIDENTS .....	65
28-1    CRITICAL INCIDENT RESPONSE TEAM.....	65
28-2    RELIEF FROM DUTY.....	65
ARTICLE 29 – PAY DISCREPANCIES.....	66
ARTICLE 30 – RATES OF PAY .....	67
30-1    PAY SCHEDULE.....	67
30-2    POSITION PAY STEPS .....	67
30-3    PAY PREMIUMS.....	69
30-4    OTHER .....	70
ARTICLE 31 – WESTJET SAVINGS PLAN, PROFIT SHARE, AND OPA.....	71
31-1    WESTJET SAVINGS PLAN .....	71
31-2    PROFIT SHARE .....	71
31-3    OWNERS’ PERFORMANCE AWARD.....	71
ARTICLE 32 - VACATION AND STATUTORY HOLIDAYS .....	72

32-1	VACATION - GENERAL.....	72
32-2	VACATION ALLOTMENT.....	72
32-3	VACATION PAY.....	73
32-4	VACATION BIDDING.....	73
32-5	STATUTORY HOLIDAYS – GENERAL.....	74
32-6	GUARANTEED DAYS OFF (GDOs) .....	75
ARTICLE 33 - SPECIAL DAYS OFF.....		76
ARTICLE 34 – WORKPLACE RELOCATION .....		77
ARTICLE 35 – LAYOFF AND RECALL .....		80
35-1	LAYOFFS .....	80
35-2	NOTICE OF LAYOFF .....	80
35-3	BUMPING.....	81
35-4	RECALL .....	82
35-5	DEFERRAL OF RECALL .....	83
35-6	GENERAL .....	84
35-7	SEVERANCE PAY.....	84
ARTICLE 36 – LEGAL / MISCELLANEOUS .....		86
36-1	INDEMNITY AND DEFENCE .....	86
36-2	PROFESSIONAL DISPATCHING .....	86
ARTICLE 37 - CHANGES TO LAW OR REGULATION.....		87
ARTICLE 38 – ISSUANCE OF THE AGREEMENT .....		88
ARTICLE 39 - DURATION.....		89
LETTER OF UNDERSTANDING (LOU) No. 2 – NEW AREA OF OPERATION FOR FLIGHT DECK FAMILIARIZATION FLIGHTS (FDF).....		90
LETTER OF UNDERSTANDING (LOU) No. 3 – Future Pandemics and Sick Leave Bank Refresh ....		91

## **ARTICLE 1 - DEFINITIONS**

1-1.01 In this collective agreement unless context otherwise requires:

“Active” shall mean a Dispatch Personnel who attends and performs work.

“ATR” shall mean Association Time Release.

“Dispatch Personnel” shall mean any person employed by the Company who is in the bargaining unit covered by this Agreement.

“Dispatch Schedule Plan” shall mean the planned number of shifts and associated start and end times for Dispatch Personnel.

“FDF” shall mean Flight Deck Familiarization.

“LCC” shall mean elected Local Council Chair.

“LT” shall mean local time at the Dispatch office.

“Position” shall mean the positions covered by this Agreement, specifically:

- Flight Dispatcher – Turboprop
- Flight Dispatcher – Turbojet
- Lead Flight Dispatcher
- Technical Dispatcher
- Lead Dispatcher

“Project Dispatcher” shall mean Dispatch Personnel selected to complete work outside of their normal job functions on a temporary basis.

“Relief Designation” shall mean Dispatch Personnel who are capable, qualified, and willing to be assigned to perform the duties of another Position for operational necessity.

“Rotation” shall mean consecutively scheduled shifts and/or training events.

“SDO” shall mean Special Days Off.

“Shift Surplus” shall mean shifts greater than the Dispatch Schedule Plan.

“Split Shift” shall mean a shift commencing on the same calendar day with two (2) or more different start and end times.

“Vacation Block” shall mean a seven (7) calendar day period, credited at forty (40) total hours and commences at 0000MT on the Monday and ends at 2359MT on the following Sunday.

“VLCC” shall mean elected Vice Local Council Chair.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2-1.01 Except to the extent expressly limited or modified by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of the inherent rights, powers, and authority to manage the business and direct its workforce and all matters relating thereto. These rights, powers, and authority include, but are not limited to, directing the Dispatch Personnel workforce; determining the appropriate number of Dispatch Personnel employed; hiring, assigning, promoting, demoting, classifying, transferring, lay-off, recall, suspending, discharging, or otherwise disciplining Dispatch Personnel; establishing and enforcing rules of conduct; maintaining order and efficiency; introducing new technologies; determining the location(s) of the workforce, operations, and facilities; planning, scheduling, directing, and controlling operations; selling all or part of its business; selling or leasing aircraft or facilities; determining where and when to operate scheduled or unscheduled flights; determining marketing arrangements with other carriers; and investing (including equity investments) in other business entities, including other air carriers.
- 2-1.02 The Association shall be advised of any changes to Company Policies governing Dispatch Personnel at least five (5) Calendar Days before such policies become effective unless the Parties mutually agree to a shorter advance notification period. This five (5) Calendar Day requirement will not apply when the Company is required by law to make immediate changes or in the event of emergency circumstances that reasonably require immediate change.



### **ARTICLE 3 - ASSOCIATION RECOGNITION**

- 3-1.01      The Company recognizes the Association as the sole and exclusive bargaining agent for the Dispatch Personnel of the Company, as certified by the Canada Industrial Relations Board (CIRB) in its certification order number 11314-U dated September 07, 2018.
  
- 3-1.02      An Association/Company meeting with a Representative of the Association and Dispatch Leadership will be held at least once each calendar quarter to discuss ongoing labour relations issues including but not limited to scheduling, workload and training concerns. The dates of these meetings will be established by mutual agreement and a summary of the discussion will be provided to both Parties. During these meetings the representatives of the Company may inform the Association of known changes to Company policies that will directly impact Dispatch Personnel, provided this information has no impact to the commercial strategies of the Company.
  
- 3-1.03      All subsequent newly-hired Dispatch Personnel, on their first day of classroom training, shall be members of the Association and deductions of Association dues per Article 8 – Deduction of Dues shall commence on their first pay following the first day of classroom training.
  
- 3-1.04      The Company and the Association agree that there will be no intimidation, discrimination, interference, restraint, or coercion, exercised or practiced by either them or their representatives because of a Dispatch Personnel's participation or non-participation in the Association or its lawful activities.

#### **ARTICLE 4 - DISCRIMINATION OR HARASSMENT**

- 4-1.01      The Company, the Association, and the Dispatch Personnel agree that they all have an obligation to create and maintain a respectful workplace free of discrimination or harassment in accordance with the provisions of the *Canadian Human Rights Act*, which may be amended from time to time.
  
- 4-1.02      The Company, the Association, and the Dispatch Personnel therefore agree that there shall be no discrimination by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability, and conviction for an offence for which a pardon has been granted or a record suspended.
  
- 4-1.03      All Dispatch Personnel should report any occurrences of discrimination or harassment to the Company, which will investigate such complaints in accordance with its policies.

## **ARTICLE 5 - SCOPE**

- 5-1.01 CALDA is recognized as the bargaining agent for Company Dispatch Personnel.
- 5-1.02 Flights operated by Company pilots will be dispatched by Dispatch Personnel.
- 5-1.03 In order to provide employment security for Dispatch Personnel, no Dispatch Personnel shall be laid off as a direct result of the Company's business relationships with other airlines, including capacity purchase agreements, code-sharing agreements, marketing agreements, interline agreements, block space agreements, joint ventures, or the transfer of any aircraft to an entity which has entered into a capacity purchase agreement for domestic and/or trans-border air carrier operations or entered into a trans-border and/or international codeshare or joint venture agreement, or the creation of another carrier by the WestJet Group.

## **ARTICLE 6 - AMENDMENTS TO THE AGREEMENT**

- 6-1.01 Any amendments to the Agreement agreed to during the term of this Agreement shall constitute part of the Agreement between the Parties.
- 6-1.02 This Agreement shall supersede all previous agreements, including but not limited to side letters of agreement, memoranda of agreement, or similar documents or individual agreements that were executed or applied to the effective date of the Agreement, unless such agreement or their terms and conditions are specifically incorporated into this agreement.
- 6-1.03 Any amendments to this Agreement must be agreed to and executed in writing by the appropriate Local Council Chair or their designate for the Association and the Vice President People and Employee Relations or their designate for the Company.
- 6-1.04 Should any amendment to this Agreement be for a set duration of dates, a start and expiration date of the amendment shall be clearly outlined and agreed upon in writing
- 6-1.05 Should the authorized signatories above change, the other Party shall be provided with written confirmation of such change as soon as possible.
- 6-1.06 The Company shall make such amendments to this Agreement available electronically.

## **ARTICLE 7 - STRIKE/LOCKOUT**

- 7-1.01 During the term of this Agreement the Parties agree to fully comply with the sections set out in this Agreement and the *Canada Labor Code* with respect to the peaceful settlement of disputes. Except as otherwise permitted by law, the Association, including its directors, officers, representatives, and agents will not engage in, promote, or cause any strike or work stoppage at the Company.
- 7-1.02 Except as otherwise permitted by law, the Company agrees to not engage in any lockout of its Dispatch Personnel.

## **ARTICLE 8 - DEDUCTION OF DUES**

- 8-1.01 The Company will deduct from the wages of each Company employee on the Dispatch Seniority List (DSL) an amount equal to the regular monthly Association dues designated by the Association in accordance with its bylaws and constitution. The Association dues may change from time to time per the Association's bylaws and constitution, and the Company agrees to deduct the new amount of dues from Dispatch Personnel's wages after receiving forty-five (45) calendar days' written notice from the Association.
- 8-1.02 Dues shall be deducted every pay period and shall be remitted to the Association within thirty (30) calendar days, accompanied by a statement of deductions for each Dispatch Personnel.
- 8-1.03 On any cheque that a Dispatch Personnel's wages are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made.
- 8-1.04 The Company shall not be responsible financially or otherwise, either to the Association or to any Dispatch Personnel, for any failure to make deductions or for making improper or inaccurate deductions or remittances once the Company has remitted payment to the Association. In the event of an error the Company shall adjust the amount in the subsequent remittance and will notify the Association and the affected Dispatch Personnel of any error and/or correction.
- 8-1.05 In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payroll made or to be made by the Company pursuant to this Article, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability, or expenses suffered or sustained by it as a result of any such payroll deduction(s).
- 8-1.06 The Association shall provide the Company with a minimum of forty-five (45) calendar days' notice prior to any proposed change in the amount of regular dues or properly authorized assessments.

## **ARTICLE 9 - ASSOCIATION TIME RELEASE**

### **9-1 GENERAL**

- 9-1.01 When a Dispatch Personnel is elected or appointed to fill a position in the Association, the Association will notify the Company in writing of the Dispatch Personnel holding such position(s) and the length or term of these position(s).
- 9-1.02 The Company will compensate an Association representative for time spent performing Association business ("Association Time Release" or "ATR") directly related to the Company during their scheduled working hours. Except as specified in provision 9-3.01 below, the Association will reimburse the Company for such costs as outlined in provision 9-5.01.
- 9-1.03 For the purposes of this section, one (1) scheduled day of ATR submitted to the Company shall be credited at eight (8) scheduling hours.

### **9-2 REQUEST FOR TIME OFF PROCESS**

- 9-2.01 The Local Council Chair (LCC) or Vice Local Council Chair (VLCC) or their designate(s) will submit requests via email for ATR to the Manager, Flight Dispatch or their designate.
- 9-2.02 The Association will make all reasonable effort to notify the Manager, Flight Dispatch or their designate of any known ATR prior to the release of bid sheets for the period in which the ATR is to occur. It is recognized that there likely will be ad hoc requests for ATR that arise. The Company will not unreasonably deny such ad hoc requests.
- 9-2.03 Dispatch Personnel who is granted ATR according to this Article shall be treated as an Active Dispatch Personnel and will continue to retain and accrue seniority, service for pay progression purposes, sick leave, vacation, and statutory holiday entitlements. The Dispatch Personnel shall retain travel privileges and benefits in accordance with the Company Travel Privileges Policy and the Company's benefit plans, respectively.

### **9-3 ASSOCIATION TIME RELEASE TIME CREDITS**

- 9-3.01 The Association will be allotted up to two hundred and eighty-eight (288) Company paid hours annually as of January 1st of each year. Any ATR in excess of two hundred and eighty-eight (288) hours shall be reimbursed to the

Company in accordance with the Reimbursement to the Company provisions as per 9-5 Reimbursement to the Company outlined below.

9-3.02 The Company will track and maintain a record of all ATR time and shall provide the Association an updated total upon request.

9-3.03 The balance of unused ATR hours remaining on December 31st shall be carried over to the following year for the duration of the Agreement.

#### **9-4 ALLOTMENT OF ATR FOR CONTRACT PREPARATION, NEGOTIATIONS, AND RATIFICATION**

9-4.01 The Company shall permit requested ATR by the Association of the LCC, VLCC, and one (1) additional Association representative as designated by the Association on a regular and ongoing basis for the purposes of contract preparation, negotiations, and ratification. The de shall notify the company of the name of the one (1) additional Association representative designated by the Association for each scheduling period through the process provided in the provisions 9-2.01 and 9-2.02. ATR time credits shall be allotted per 9-3.01 and may be used for Association designates upon notification in writing by the Association.

9-4.02 When an Association representative is attending contract negotiations during their scheduled vacation block they will be permitted to re-schedule said vacation subject to operational requirements.

#### **9-5 REIMBURSEMENT TO THE COMPANY**

9-5.01 The Company shall provide the Association with a detailed invoice of any ATR in excess of 9-3.01 above no later than forty-five (45) calendar days following the month in which the expenses were incurred, or as otherwise mutually agreed. The invoice shall contain the following:

- a) The name(s) of the Dispatch Personnel claiming ATR(s)
- b) The date(s) of hours released
- c) The number of hours released
- d) The Dispatch Personnel hourly rate(s); and,
- e) The amount to be reimbursed to the Company

9-5.02 The Association will reimburse the Company within forty-five (45) calendar days from the receipt of the submitted invoice for the costs incurred when granting Dispatch Personnel's time off pursuant to this Agreement. Said costs



shall include a thirty percent (30%) premium to cover benefits and administration expenses.

#### **9-6 ATR FOR CALDA NATIONAL ELECTED OFFICIALS**

- 9-6.01 In the event that the CALDA National President, Vice President, or Treasurer is a Company Dispatch Personnel, the Company agrees to release the individual for CALDA National business, provided the release does not adversely affect the operations. The Company will utilize ATR hours to provide for the release of the CALDA National President, Vice President, or Treasurer Dispatch Personnel as per 9-3.01 of this Article.

#### **9-7 ASSOCIATION TRAVEL**

- 9-7.01 When an elected Association official or their designate is travelling for a scheduled meeting with the Company or an association executive meeting, they shall be eligible to use standby travel privileges in accordance with the Company Travel Privileges Policy.
- 9-7.02 When an Association representative is required to travel for special meetings that are approved by the Company, they shall be entitled to free positive space travel as per the Non-Revenue Business Travel Policy and Procedure between the Association representative's domicile location and the location of the meeting.

## **ARTICLE 10 - PROBATION**

- 10-1.01 A person hired, or for the first time entering, into a Classification covered by this Agreement, shall be required to serve a probationary period commencing upon their first day of classroom training and concluding twelve (12) months following the successful completion of their initial competency check.
- 10-1.02 In addition to 10-1.01 above, at the discretion of Management, the probationary period may be extended by an additional three (3) months. Any such extension must be made in writing and shall include the reason(s) and condition(s) to the probationary Dispatch Personnel with a copy provided to the Association.
- 10-1.03 Any leave of absence by a probationary Dispatch Personnel that is fourteen (14) consecutive workdays or longer shall result in the Company extending the probationary period for that Dispatch Personnel by an equivalent number of workdays.
- 10-1.04 The Company reserves the exclusive right to make any decision with respect to the discipline or dismissal of a Dispatch Personnel during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith. The Parties agree that an arbitrator has no jurisdiction to relieve against dismissal or to substitute or provide any other remedy in the case of the dismissal of a probationary Dispatch Personnel unless the dismissal was arbitrary, discriminatory, or made in bad faith. A probationary Dispatch Personnel will have recourse to Article 20 – Grievance Procedure and Article 21 – Arbitration with respect to any other working condition.

## **ARTICLE 11 – SENIORITY**

### **11-1 DISPATCH SENIORITY LIST**

- 11-1.01 The Company shall publish and maintain a Dispatch Seniority List (DSL). The DSL shall be updated twice annually (January 31 and July 31) with a copy sent to the Association. The DSL shall be posted electronically and shall remain there until replaced by an updated DSL.
- 11-1.02 Only Dispatch Personnel whose names appear on the DSL are authorized to exercise operational control over Company flight operations, except as otherwise provided for in this Agreement.
- 11-1.03 The DSL shall show the Seniority of each Dispatch Personnel by name, Classification, date of hire into the bargaining unit, and date of hire to the Company.
- 11-1.04 Except as otherwise provided in this Agreement, Seniority shall begin to accrue from a Dispatch Personnel's date of hire into the bargaining unit.
- 11-1.05 Any Dispatch Personnel on the DSL once having established a seniority ranking hereunder shall not lose that ranking except as provided in this Agreement.
- 11-1.06 Any Dispatch Personnel on the DSL who resigns, abandons, or retires from the Company, fails to return to employment upon recall, or is discharged for just cause from the Company, shall forfeit all seniority accrued and their name shall be removed from the DSL.
- 11-1.07 Any Dispatch Personnel who has been suspended, removed from service pending investigation, or that has been terminated but is undergoing a grievance or arbitration process will maintain and continue to accrue seniority.

### **11-2 SENIORITY LIST RANKING**

- 11-2.01 The Seniority number of a Dispatch Personnel shall be established from their entry date into the bargaining unit. In cases of duplicate date of entry into the bargaining unit, their Company date of hire will be used to establish seniority. In cases of duplicate company date of hire, the ranking will be based on a lottery draw to be conducted by the Local Council Chair or their designate in the presence of those with the duplicate date of entry.

- 11-2.02 In the event the Company hires a Dispatch Personnel within thirty (30) calendar days of their resignation from a CALDA represented position at another company, they shall be given a higher seniority number over any other new external hires that are hired on the same calendar day. In the event that there are two (2) or more new Dispatch Personnel to whom this would apply, the greater CALDA seniority number shall prevail.

### **11-3 CORRECTION TO SENIORITY LIST**

- 11-3.01 A Dispatch Personnel shall have a period of thirty (30) calendar days following the posting of the DSL to advise the Company and Association of any inaccuracy affecting their seniority. If a Dispatch Personnel is on leave, they will have a period of thirty (30) calendar days from their return to work to contest. A committee composed of a Company representative and a representative of the Association shall investigate the reported inaccuracy and issue a revised list, if necessary, which shall be posted in the above manner and marked as a revision.
- 11-3.02 Once the seniority list is finalized, a copy will be provided to the Association where it will also be posted to the CALDA website.

### **11-4 SENIORITY FOR POSITIONS NOT COVERED BY THIS AGREEMENT**

- 11-4.01 Dispatch Personnel who the Company appoints into the following positions will continue to hold and accrue seniority on the DSL and will be entitled to maintain currency:
- a) Manager, Flight Dispatch
  - b) Manager, Flight Dispatch Support
  - c) Senior Manager, Flight Dispatch and Load Control
  - d) Team Lead, Flight Dispatch
- 11-4.02 When an employee on the DSL accepts a permanent or term Position outside the bargaining unit, at the employee's request, the Company may agree to continue to provide necessary regulatory training in order for the employee to maintain currency for a period of up to two (2) years. The employee will continue to accrue seniority during this two (2) year period.
- 11-4.03 Nothing in this Agreement shall restrict the Company's right to promote a Dispatch Personnel to position outside the bargaining unit. Such employees may elect to return to a vacant Flight Dispatcher – Turboprop or Flight Dispatcher Turbojet Position providing the Company with a minimum of sixty (60) calendar days' notice prior to their intended date of return.

- 11-4.04 For professional development purposes, the Company may provide Dispatch training to individuals who hold positions outside the bargaining unit. This training will not include qualification in the Dispatch role and the individual will not establish seniority in the bargaining unit.
- 11-4.05 The scheduled exercising of operational control over Company flights by the incumbents addressed under the provisions 11-4.01 and 11-4.02 shall be limited to one (1) scheduled shift per thirty (30) calendar days.
- 11-4.06 In the event a Dispatch Personnel covered under this Agreement is displaced from their scheduled shift in order to meet the requirements of 11-4.01 and 11-4.02 by an incumbent addressed under those provisions, the Dispatch Personnel being so displaced shall be displaced with pay.
- 11-4.07 If a Dispatch Personnel as defined by 11-4.03 does not return to a Position in this bargaining unit within two (2) years from their start date outside of the bargaining unit, their name will be removed from the DSL, unless mutually agreed otherwise or as otherwise covered by this Agreement.

## **ARTICLE 12 - NON-BARGAINING UNIT EMPLOYEES**

- 12-1.01 It is recognized that non-bargaining unit employees will need to perform duties typically performed by Dispatch Personnel in the following situations:
- a) Where operationally required, after the open time process in Article 23 - Scheduling been followed;
  - b) Where required to meet regulatory competency requirements;
  - c) Where a Dispatch Personnel is released from duty due unforeseen circumstances and operational control must be maintained;
  - d) When required by the Company Operations Manual (COM);
  - e) to maintain proficiency as outlined in Article 11 – Seniority; and
  - f) as otherwise mutually agreed to by the Association and the Company by amendment to this Agreement.
- 12-1.02 In the event a Dispatch Personnel covered under this Agreement is displaced from their scheduled shift in order to meet the requirements of 12-1.01 by an incumbent addressed under this article, the Dispatch Personnel being so displaced shall be displaced with pay.

## **ARTICLE 13 – ACCOMMODATION**

### **13-1 GENERAL**

- 13-1.01 The Company recognizes its duty to reasonably accommodate Dispatch Personnel in relation to the prohibited grounds of discrimination under the *Canadian Human Rights Act*, unless doing so would impose undue hardship on the Company.
- 13-1.02 It is the responsibility of the Dispatch Personnel to actively participate in the accommodation process, including presenting evidence to support the need for an accommodation. Once the need for an accommodation is identified, the Company will commence efforts to identify an appropriate accommodation in accordance with the *Canadian Human Rights Act*.

### **13-2 ASSOCIATION REPRESENTATION**

- 13-2.01 A Dispatch Personnel will have the right to request the presence of Association representation in all non-medical accommodation and permanent medical accommodation meetings.
- 13-2.02 If the Company is unable to progress forward in determining an appropriate accommodation it shall meet with the Association and the Dispatch Personnel to discuss accommodation options.
- 13-2.03 Accommodation meetings may be held in person, by teleconference, or by video conference.
- 13-2.04 Should an Association representative not be available, the Company will consider any reasonable request by the Association for an extension to obtain one. Any Association request for an extension will not be unreasonably denied.

### **13-3 MEDICAL ACCOMMODATIONS**

- 13-3.01 The procedure to determine if a Dispatch Personnel is fit to perform the duties of their job or such other modified duties must be made in such a way as to protect the confidentiality of the Dispatch Personnel's medical information. The medical information the Company may seek to obtain shall be limited to the following:
- Objective medical information outlining restrictions or limitations;
  - Expected duration of such restrictions or limitations;

- The nature of the illness or injury and prognosis for recovery;
- The Dispatch Personnel's fitness to return to work and expected return to work date; and
- Diagnosis information, only where such information is essential to accommodate the Dispatch Personnel.

#### **13-4 PREGNANCY ACCOMMODATION**

- 13-4.01 The Company will provide accommodation to a Dispatch Personnel with medically validated pregnancy complications through modified work or scheduling, unless doing so would impose an undue hardship on the Company.

#### **13-5 BREASTFEEDING ACCOMMODATION**

- 13-5.01 A Dispatch Personnel may request an accommodation for the purposes of breastfeeding their child up to the point in time that the child is eighteen (18) months of age without the requirement to medically substantiate the accommodation. A Dispatch Personnel may request up to a six (6) month extension, however, the Company may require the Dispatch Personnel to provide information to support their ongoing need for breastfeeding accommodation. This may include medical evidence from the Dispatch Personnel's medical professional to confirm that they are breastfeeding.

#### **13-6 TRAVEL PRIVILEGES**

- 13-6.01 Unless it conflicts with a Dispatch Personnel's objective medical restrictions or limitations, the Dispatch Personnel on accommodation shall not be prevented from using their travel privileges.



## **ARTICLE 14 - BENEFITS**

- 14-1.01 The Company will maintain a group benefit program for Dispatch Personnel, which will consist of the following types of benefits:
- a) Extended Health;
  - b) Out of Country/Out of Province Emergency Travel Medical;
  - c) Dental;
  - d) Group Life;
  - e) Accidental Death and Dismemberment;
  - f) Short-Term Disability;
  - g) Long-Term Disability;
  - h) Critical Illness;
  - i) Health Spending Account; and
  - j) Personal Spending Account.
- 14-1.02 A Dispatch Personnel's participation in the group benefit program will commence on the Dispatch Personnel's first day of active work following their completion of the three (3) month waiting period and will be subject to the Dispatch Personnel meeting the eligibility requirements of the group benefit program.
- 14-1.03 Any matter respecting a Dispatch Personnel's eligibility or participation in the group benefits program or a Dispatch Personnel's entitlements under the group benefits program does not constitute a dispute with regard to the interpretation, application, administration, or alleged violation of this Agreement, and as such, is not a matter that would be subject to the grievance and arbitration procedure under this Agreement.
- 14-1.04 The Company shall pay the premiums and/or costs for the standard coverage option, as applicable, for the following benefits:
- a) Extended Health;
  - b) Out of Country/Out of Province Emergency Travel Medical;

- c) Dental;
- d) Group Life (1x);
- e) Accidental Death and Dismemberment (1x); and
- f) Short-Term Disability (Taxable Option).

- 14-1.05 Dispatch Personnel shall be responsible to cover any additional premiums and/or costs for coverage options selected other than the standard coverage option for the benefits outlined in 14-1.04 above.
- 14-1.06 Dispatch Personnel shall pay for one hundred per cent (100%) of their long-term disability premiums.
- 14-1.07 Dispatch Personnel shall be required to maintain coverage for the following mandatory coverage:
- a) Out of Country/Out of Province Emergency Travel Medical;
  - b) Group Life;
  - c) Accidental Death and Dismemberment;
  - d) Short-Term Disability; and
  - e) Long-Term Disability.
- 14-1.08 The coverage options, as existing at the time of ratification of this Agreement, shall not be reduced during the term of this Agreement without agreement of the Association.
- 14-1.09 The Company reserves the right to utilize an alternate insurance vendor(s) or an alternate plan(s) for the group benefit program. Coverage through any such alternate insurance vendor(s) or plan(s) shall be equal to or better than the coverage options existing at the time of ratification of this Agreement, unless otherwise agreed to by the Association.

## **ARTICLE 15 - TRAVEL PRIVILEGES**

- 15-1.01 Dispatch Personnel shall be permitted travel privileges pursuant to the Company's Travel Privileges Policy.
- 15-1.02 At no time will Dispatch Personnel receive lesser travel privileges than any other employee group pursuant to the Company's Travel Privileges Policy.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16-1 GENERAL**

- 16-1.01 Unless otherwise specified in this Agreement, a Dispatch Personnel on a leave of absence shall retain and continue to accrue seniority.

### **16-2 UNPAID LEAVE OF ABSENCE**

- 16-2.01 Upon successful completion of their probationary period, a Dispatch Personnel may request an unpaid leave of absence, for a period of up to three (3) calendar months, by providing a written request to the Manager, Flight Dispatch of their designate. The request must be submitted at least ninety (90) calendar days in advance of the scheduling period in which the leave will commence. The request shall include the requested commencement date, expected duration, and reason for the request. Approval of the request will be at the Company's discretion. A Dispatch Personnel on an approved unpaid leave of absence may request an extension of up to an additional three (3) calendar months. The approval of this additional request shall be approved subject to operational requirements and at the Company's discretion.
- 16-2.02 The Company may offer, at its sole discretion, Dispatch Personnel to voluntarily take an unpaid leave of absence. Unpaid leaves of absence will be awarded based on seniority, subject to Classification.
- 16-2.03 A Dispatch Personnel who is on an unpaid leave of absence shall be eligible to maintain benefits in accordance with the terms and conditions of the Company benefits plan.
- 16-2.04 Should an unpaid leave of absence extend into a new calendar year, a Dispatch Personnel shall be paid out the difference between any earned vacation and/or statutory holidays and any vacation and/or statutory holidays which were taken during the previous calendar year.
- 16-2.05 A Dispatch Personnel on an unpaid leave of absence shall maintain travel privileges in accordance with the Company Travel Privileges Policy.
- 16-2.06 A Dispatch Personnel on an unpaid leave of absence will not accrue service for pay progression purposes and will not be considered Active for the purpose of vacation and statutory holiday entitlements.

### **16-3 MATERNITY AND/OR PARENTAL LEAVE**

- 16-3.01 Dispatch Personnel are entitled to apply for maternity leave and/or parental leave in writing to the Company as provided for in the Canada Labour Code.
- 16-3.02 A Dispatch Personnel requesting maternity and/or parental leave shall submit a written notice to the Company stating the date on which the Dispatch Personnel desires to start the leave and the requested duration of the leave. Unless there is a valid reason for not doing so, this notice shall be given at least four (4) weeks in advance of the Dispatch Personnel's anticipated departure date and shall be accompanied by a medical certificate from a medical practitioner stating the expected delivery date.
- 16-3.03 Notwithstanding 16-3.02 above, the leave may end earlier at the written request of the Dispatch Personnel upon providing the Company at least four (4) weeks' notice in advance of the requested return to work date unless there is a valid reason why the notice cannot be given, in which case the Dispatch Personnel shall provide the Company with notice in writing as soon as possible.
- 16-3.04 A Dispatch Personnel on maternity and/or parental leave will not be considered Active for the purpose of vacation and statutory holiday entitlements.
- 16-3.05 During a period of maternity or parental leave, the Dispatch Personnel shall:
- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life, and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
  - b) Continue to accrue service for pay progression purposes; and
  - c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

### **16-4 COMPASSIONATE CARE LEAVE**

- 16-4.01 A Dispatch Personnel shall be granted unpaid Compassionate Care Leave as provided for in the *Canada Labour Code*.
- 16-4.02 During a period of unpaid Compassionate Care leave, the Dispatch Personnel shall:

- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
- b) Continue to accrue service for pay progression purposes; and,
- c) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

16-4.03 A Dispatch Personnel on an unpaid Compassionate Care leave will not be considered Active for the purpose of vacation and statutory holiday entitlements.

## **16-5 BEREAVEMENT LEAVE**

16-5.01 In the event of a death as outlined in 16-5.02 below, the Dispatch Personnel shall advise the Manager, Flight Dispatch or Designate of the requirement for Bereavement.

16-5.02 A Dispatch Personnel shall be entitled to bereavement leave as follows:

a) In the case of the death of a spouse, common-law partner, child, parent or parent-in-law, the Dispatch Personnel is entitled to a paid leave of up to five (5) Calendar Days, as well as an additional five (5) Calendar Days of unpaid leave.

b) In the case of the death of a grandparent, grandchild, sibling, or relative permanently residing with the Dispatch Personnel, the Dispatch Personnel is entitled to a paid leave of up to three (3) Calendar Days, as well as an additional seven (7) days of unpaid leave.

16-5.03 Bereavement leave days do not need to be taken consecutively but must be taken in no more than two (2) periods of absence, unless approved by the Manager, Flight Dispatch or Designate.

16-5.04 For the paid component of the bereavement leave entitlement specified in 16-5.02 above, the Dispatch Personnel will be pay protected for the actual scheduled hours they are absent due to bereavement leave.

16-5.05 A Dispatch Personnel's bereavement leave may be taken during the period that begins on the date on which the family member's death occurs and ends six (6) weeks after the latest date of any funeral, burial, or memorial service for that family member occurs.

## **16-6 JURY DUTY**

- 16-6.01 A Dispatch Personnel who is summoned for jury duty will provide a copy of the jury duty notice to the Manager, Flight Dispatch or Designate as far as possible in advance of the scheduled jury duty. The Manager, Flight Dispatch or Designate shall be notified by the Dispatch Personnel immediately after release from jury duty in order that the Dispatch Personnel may return to active duty. A Dispatch Personnel will be pay protected, at straight-time rates, for the scheduled shifts they are absent due to jury duty leave. Upon their return to active duty, the Dispatch Personnel must provide the Manager, Flight Dispatch documentation from the court showing the dates and times the jury duty was served.
- 16-6.02 During a period of jury duty leave, the Dispatch Personnel shall:
- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and
  - b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

## **16-7 COURT APPEARANCE LEAVE**

- 16-7.01 If a Dispatch Personnel receives a summons or a subpoena to appear in court or at a Federal Administrative/Regulatory Tribunal, for something related to their discharge of duties as a Dispatch Personnel, they shall provide a copy of the summons or subpoena to the Manager, Flight Dispatch or their designate as soon as possible and shall be granted leave with pay.
- 16-7.02 If a Dispatch Personnel who is summoned or is subpoenaed to appear in court or at a Federal Administrative/Regulatory Tribunal for something not related to the discharge of their duties as a Dispatch Personnel, they shall provide a copy of the summons or subpoena to the Manager, Flight Dispatch or their designate as soon as possible and shall be granted leave without pay.
- 16-7.03 During a period of court appearance leave, the Dispatch Personnel shall:
- a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and

b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

16-7.04 Unless otherwise provided for in this Agreement, the Company shall not pay for the time a Dispatch Personnel is absent from work for any legal proceedings against the Company.

#### **16-8 RESERVIST LEAVE**

16-8.01 A Dispatch Personnel who is a member of the reserve force and has completed at least three (3) consecutive months of continuous employment with the Company is entitled to and shall be granted a leave of absence from employment to take part in military activities in accordance with the provisions of the Canada Labour Code.

16-8.02 During a period of Reservist leave, the Dispatch Personnel shall:

a) Maintain all active health, dental, disability, employee/spouse optional life, employee/dependent life and AD&D benefits provided under and in accordance with the terms and conditions of the Company benefit plans; and

b) Maintain travel privileges in accordance with the Company Travel Privileges Policy.

#### **16-9 RETURN TO SERVICE**

16-9.01 A Dispatch Personnel shall coordinate their return to service from any type of leave (e.g. STD, LTD, LOA) with the Manager, Flight Dispatch or their designate.

16-9.02 While off on any type of leave, it is the responsibility of the Dispatch Personnel to maintain their external regulatory pre-requisites and will be the Company's responsibility to provide required internal training.

16-9.03 If eligible in accordance 16-9.02 above, the Dispatch Personnel will be scheduled for internal training within a reasonable timeframe of notifying the Company of their known return to work date and the Dispatch Personnel's pay will resume upon commencing internal requalification.

16-9.04 In the situation of an extended medical leave resulting in the lapse of a Dispatch Personnel's external regulatory pre-requisites, it will be the responsibility of the Dispatch Personnel to obtain the pre-requisites necessary to proceed with the Company on the job requalification procedures; however, the Company shall offer, if reasonably available,



modified or other work for a reasonable period of time while the Dispatch Personnel is in the process of obtaining the pre-requisites necessary to requalify.

## **ARTICLE 17 – SICK AND PERSONAL DAYS**

### **17-1 SICK LEAVE**

- 17-1.01 Effective January 1 of each year, Dispatch Personnel will be credited with (10) days of paid sick leave per calendar year. New hire Dispatch Personnel who are hired after January 1 of the calendar year will be credited paid sick leave hours on a pro-rated basis, provided such Dispatch Personnel shall receive no less than three (3) days of paid sick leave.
- 17-1.02 Paid sick leave days are not cumulative and will not be carried over to the next calendar year.
- 17-1.03 Paid sick leave days are utilized to pay protect the scheduled hours of work for which a Dispatch Personnel is unable to report to their scheduled shift due to illness or injury.
- 17-1.04 Paid sick leave days may not be used to cover any assigned or scheduled overtime work.
- 17-1.05 Sick leave may only be utilized in full-day increments. If a Dispatch Personnel utilizes a sick leave day for a portion of a shift, a full-day of sick leave will be utilized.
- 17-1.06 If a Dispatch Personnel has used all of their paid sick leave days in the calendar year, any additional sick time taken will be unpaid.
- 17-1.07 A Dispatch Personnel may be required by the Company to provide a doctor's certificate to substantiate their inability to work due to illness or injury if they are absent from work for five (5) or more consecutive workdays or if the Company has reasonable cause to doubt the validity of their absence. The Company's request for a doctor's certificate pursuant to this provision must be made no later than fifteen (15) calendar days after the date the Dispatch Personnel returns to work from the sick leave.
- 17-1.08 The cost of a doctor's certificate, if requested by the Company pursuant to 17-1.07 above, will be reimbursed by the Company provided proper proof of payment has been submitted. The maximum amount reimbursed by the Company per certificate shall be forty dollars (\$40).
- 17-1.09 A Dispatch Personnel may not utilize their paid sick leave hours for any period of time in which they are eligible to receive income replacement benefits

under workers' compensation legislation, Short-Term Disability, or Long-Term Disability.

17-1.10 A Dispatch Personnel shall continue to be deemed Active while utilizing paid sick leave days.

17-1.11 If a Dispatch Personnel is no longer employed by the Company, any unused paid sick leave days shall be forfeited.

## **17-2 PERSONAL LEAVE**

17-2.01 A Dispatch Personnel may, in a calendar year, take up to three (3) days of paid personal leave for those personal leave reasons specified in 17-2.03 below.

17-2.02 A Dispatch Personnel may, in a calendar year, also take up to two (2) additional days of unpaid personal leave for those personal leave reasons specified in 17-2.03 below.

17-2.03 For the purposes of 17-2.01 and 17-2.02 above, personal leave reasons shall include:

- a) Carrying out responsibilities related to the health or care of any of the Dispatch Personnel's family members;
- b) Carrying out responsibilities related to the education of any of the Dispatch Personnel's family members who are under eighteen (18) years of age;
- c) Addressing any urgent matter concerning themselves or the Dispatch Personnel's family members;
- d) Attending the Dispatch Personnel's citizenship ceremony under the *Citizenship Act (Canada)*; or
- e) For any other personal leave reason prescribed by regulations under the *Canada Labour Code*.

17-2.04 A Dispatch Personnel requesting a personal leave under 17-2.01 or 17-2.02 above shall be required to report to the Company the circumstances necessitating the personal leave at the time the leave request is made.

17-2.05 Personal leave may only be utilized in full-day increments. If a Dispatch Personnel utilizes a personal leave day for a portion of a shift, a full-day of personal leave will be utilized.

17-2.06 The Company may, in writing and no later than fifteen (15) calendar days after a Dispatch Personnel returns to work from a personal leave under 17-2.01 or 17-2.02 above, request that the Dispatch Personnel provide documentation to

support the reasons for the personal leave. The Dispatch Personnel shall provide such documentation if it is reasonably practicable for them to obtain and provide it.

## **ARTICLE 18 - FILLING OF ASSIGNMENTS**

### **18-1 GENERAL**

- 18-1.01 Pursuant to the Article 2 – Management Rights, all staffing requirements will be determined by the Company.
- 18-1.02 Flight Dispatcher Positions will be offered in order of seniority, subject to the requirements of the dispatch Position.
- 18-1.03 Lead Dispatcher, Lead Flight Dispatcher, and Technical Dispatcher Positions will be offered to candidates that the Company identifies as best candidates for the Positions. In the case where the Company determines there are two (2) or more candidates with equal ability, skill, and knowledge, the candidate possessing the greater seniority shall be awarded the Position.
- 18-1.04 Dispatch Personnel with active discipline will not be eligible to be considered for any vacancies in another Position. This restriction may be waived at the discretion of the Manager, Flight Dispatch or their designate.
- 18-1.05 Unless otherwise stated in this Agreement, the Company shall not assign any individual to perform the duties of a Classification within the bargaining unit.

### **18-2 ASSIGNMENT PROCESS**

- 18-2.01 The procedure for filling Positions covered under this Agreement is as follows:
  - a) All Dispatch Personnel will be advised of an open Position via Company email and will have the opportunity to apply via the Company internal posting process. The posting will include details of the assignment and will be active for a minimum of fourteen (14) calendar days. If, for operational necessity, a shorter timeframe is required for the posting, the Association will be notified in advance of the reasons for this requirement.
  - b) Dispatch Personnel must submit their application as directed in the posting prior to the closing date.
  - c) Candidates that complete the interview process will be notified in person or by telephone regarding the outcome of their application within a week of the Company decision.
  - d) Voicemails or email notification will not be used to notify those identified in 18-2.01 c) above of their application status unless the Company has not been able to successfully contact the candidate within a week of the Company decision.

- e) The results of the selection process will be communicated to all Dispatch Personnel after all candidates have been notified.

### **18-3 ASSIGNING RELIEF**

- 18-3.01 Should a Position covered under this Agreement become vacant and the Company has not immediately posted the vacancy as a permanent or term Position, Dispatch Personnel holding a Relief Designation in the respective Classification may be assigned to the vacant Position for a period of up to six (6) months. Those Dispatch Personnel shall fall under the scheduling requirements of the role being fulfilled. Should the anticipated duration of the vacancy be at least an additional six (6) months, the Company shall fill the vacancy as a term or full-time Position as per the requirements of provisions 18-1.02 and 18-2.01 of this Article. The timelines in this Article may be extended through mutual agreement between the Parties.
- 18-3.02 Only Dispatch Personnel on the DSL may be awarded vacant Position(s) under Article 18-1.02 and 18-2.01.
- 18-3.03 Notwithstanding 18-3.02 above, the Company may hire external candidates for Positions above the Flight Dispatcher Position (i.e. direct entry Lead Flight Dispatcher, Lead Dispatcher, and/or Technical Dispatcher), provided the posting is made available to all Dispatch Personnel and internal applicants are considered.

### **18-4 FILLING OF VACANCIES WHILE ON LEAVE**

- 18-4.01 A Dispatch Personnel on the DSL may apply for any vacant Positions while on leave provided the Company is in possession of their documented return to work date prior to the closing of the posting, and the Dispatch Personnel's return to work date is prior to the Position start date.

## **ARTICLE 19 - DISCIPLINE, SUSPENSIONS AND TERMINATIONS**

### **19-1 GENERAL**

- 19-1.01 No Dispatch Personnel who has completed their probationary period shall be disciplined or terminated without just cause.
- 19-1.02 Any Dispatch Personnel who has been disciplined may file a grievance in accordance with this Agreement pursuant to Article 20 - Grievance Procedure.
- 19-1.03 A Dispatch Personnel will be notified of the reason or incident under investigation, except where doing so may reasonably compromise the investigation.
- 19-1.04 The Dispatch Personnel will have the right to request the presence of Association representative at any meeting that may lead to discipline and any meeting where discipline is issued. Should an Association representative not be available, the Company will consider any reasonable request by the Association for an extension to obtain one. Any Association request for an extension will not be unreasonably denied.
- 19-1.05 In the event that discipline is modified through either the grievance or arbitration procedures, the original letter shall be removed and be replaced with the modified letter, applicable on the original date of discipline, where the Dispatch Personnel is not completely exonerated.
- 19-1.06 If discipline or termination is issued, the Dispatch Personnel will be notified in writing stating the reason for and the level of discipline imposed, and a copy will be provided to the Association.

### **19-2 OFF PENDING INVESTIGATION**

- 19-2.01 If disciplinary action is contemplated, the Dispatch Personnel involved may, where necessary, be held out of service pending investigation, with no loss of pay, benefits, or seniority, to provide the Company with sufficient time to investigate.
- 19-2.02 No later than twenty-four (24) hours after a Dispatch Personnel is held out of service pending investigation, the Company will advise the Dispatch Personnel, in writing, of the reason for the Company's decision to hold them out of service.

- 19-2.03 During the period a Dispatch Personnel is off pending investigation, the Dispatch Personnel shall remain available to participate in any reasonably scheduled meetings being conducted as part of the investigation.
- 19-2.04 A Dispatch Personnel who is off pending investigation shall be entitled to bid for vacancies, schedules, and vacations so that if and when returned to duty, the Dispatch Personnel shall resume their duties to which they are entitled.
- 19-2.05 Any off pending investigation is not considered as discipline and shall not form part of the Dispatch Personnel's personnel file.

### **19-3 INVESTIGATIVE AND DISCIPLINARY MEETINGS**

- 19-3.01 Any meeting or hearing shall be held at the Company Main Campus unless the Company determines that circumstances warrant a different location, video conference, or teleconference.
- 19-3.02 Meetings that may result in discipline or termination shall be held in person unless the Company and Association agree otherwise.
- 19-3.03 If Dispatch Personnel are required by the Company to attend a meeting to act as a witness to an investigation, held during a Dispatch Personnel's scheduled shift, the Dispatch Personnel shall be displaced with no monetary loss.
- 19-3.04 A Dispatch Personnel who is required by the Company to act as a witness to an investigation on a day off shall be paid at their applicable rate of pay for three (3) hours or the actual meeting time, whichever is greater.
- 19-3.05 Once an investigation is complete, the Company will notify the Dispatch Personnel of the outcome.
- 19-3.06 If disciplinary action is taken, the Dispatch Personnel will be notified in writing, with a copy to the Association, stating the reason(s) for and the actions to be taken.
- 19-3.07 Notwithstanding any provision, the Company may use non-disciplinary letters of expectation to correct a Dispatch Personnel's conduct.

### **19-4 PROGRESSIVE DISCIPLINE**

- 19-4.01 Parties agree that disciplinary actions will be corrective and not punitive in nature.
- 19-4.02 Discipline will follow the principle of progressive discipline.



- 19-4.03        Depending on the infraction, one or more disciplinary steps may be bypassed, or repeated. This is determined by assessing the severity, previous incidents, intent, and other relevant factors on a case-by-case basis.
- 19-4.04        The Company shall not rely on any expired discipline for the purposes of progressive discipline, promotions, and/or transfers.

## **19-5   DISCIPLINARY DOCUMENTS**

- 19-5.01        Discipline will remain active for twenty-four (24) months of Active employment from the date of issuance. The Company shall not rely on any previous discipline after twenty-four (24) months of Active employment from the date of issuance provided there has been no further discipline issued.

## **ARTICLE 20 – GRIEVANCE PROCEDURE**

### **20-1 INITIATION**

- 20-1.01 Either the Company or the Association may file a grievance pursuant to this Article.
- 20-1.02 Prior to filing a grievance, the Dispatch Personnel shall discuss the complaint with the Manager, Flight Dispatch or their designate, who will make every effort to resolve the issue with the Dispatch Personnel.
- 20-1.03 If, after discussing the complaint, a satisfactory resolution to the issue has not been reached, the Association may file a written grievance to the Senior Manager, Flight Dispatch and Load Control or their designate, with a copy sent to Labour Relations or their designate containing the following information:
- a) The type of grievance (individual, group, or policy);
  - b) The signature of the grievor(s);
  - c) The date of the grievance;
  - d) The nature of the grievance and comprehensive details regarding the circumstances under which it arose;
  - e) The section(s) of the Collective Agreement that are alleged to have been violated; and
  - f) The requested remedy or relief sought.
- 20-1.04 The Company shall not be required to consider any grievance which has not been filed within fifteen (15) calendar days after the Dispatch Personnel or Association became aware or ought reasonably to have become aware of the circumstances giving rise to the dispute.

### **20-2 TYPES OF GRIEVANCES**

- 20-2.01 “Individual Grievances” are defined as grievances relating to the interpretation or application of the collective agreement affecting the terms and conditions of a specific individual’s employment.
- 20-2.02 “Group Grievances” are defined as grievances relating to the interpretation or application of the collective agreement affecting the terms and conditions of two or more Dispatch Personnel in the same way to prevent unnecessary duplicate proceedings.
- 20-2.03 “Policy Grievances” are defined as grievances on behalf of the Association or Company relating to the interpretation or application of the Collective Agreement.

- 20-2.04 The Parties agree that any Individual Grievances or Group Grievances filed that are related to a Policy Grievance will be held in abeyance and not proceed to a Level 2 Meeting pending the resolution of the Policy Grievance.

### **20-3 PROCEDURE**

- 20-3.01 If at any point throughout this procedure a grievance is not submitted to the next step by the Association within the prescribed time-limits, the grievance will be deemed abandoned. If the Company does not hold a grievance hearing or issue a written reply to a grievance within the prescribed time-limits, the grievance will proceed to the next step of the grievance procedure.
- 20-3.02 The Association agrees that the processing of any grievance shall be carried out by all parties with the minimum possible interruption to the Company's operations.

#### **LEVEL 1**

- 20-3.03 Upon receipt of a grievance filed in accordance with 20-1.03, the Senior Manager, Flight Dispatch and Load Control or their designate and Labour Relations or designate shall arrange a hearing regarding the grievance at a mutually convenient time for the Company and the Association within fifteen (15) calendar days. The Senior Manager, Flight Dispatch and Load Control or their designate will issue a written decision regarding the grievance within fifteen (15) calendar days following the Level 1 hearing.

#### **LEVEL 2**

- 20-3.04 If the decision of the Senior Manager, Flight Dispatch and Load Control or their designates at Level 1 is not acceptable to the Association or is not rendered within fifteen (15) calendar days of the hearing, then the grievance may be submitted in writing to the Vice President, Operations, or their designate, and the designated Labour Relations representative within fifteen (15) calendar days upon receipt of the decision rendered at Level 1, or within fifteen (15) calendar days after the final day upon which the Level 1 grievance response should have been received.
- 20-3.05 The Vice President, Operations, or designate and designated Labour Relations representative shall arrange a hearing regarding the Level 2 grievance at a mutually convenient time for the Company designates and the Association within fifteen (15) Calendar days upon receipt of the Level 2 grievance. The Vice President, Operations, or their designate will issue a written decision regarding the grievance within fifteen (15) calendar days following the Level 2 hearing.

## COMPANY GRIEVANCE

20-3.06 In the case of a grievance filed by the Company, the grievance will be submitted automatically as a Level 2 grievance within fifteen (15) calendar days of the Company becoming aware of the circumstances giving rise to the grievance. The grievance will be submitted to both the Local Council Chair and National President of the Association with a hearing arranged within fifteen (15) calendar days of the Level 2 grievance having been received. A response to the Level 2 grievance will be issued by the Association to the Vice President, Operations, or their designate within fifteen (15) calendar days of the Level 2 hearing.

### LEVEL 3

20-3.07 If any grievance is not settled upon receiving the level 2 reply or having received no reply within fifteen (15) calendar days after the final day upon which the Level 2 grievance response should have been received, then the grievance may be referred by the Association or the Company to arbitration in accordance with Article 21 - Arbitration. If the grievance is not submitted to arbitration within the time limits outlined above, then the grievance will be deemed abandoned.

20-3.08 The notice of intention to proceed to arbitration:

- a) By the Association, shall be made in writing to the Vice President, Operations, or designate and designated Labour Relations representative.
- b) By the Company, shall be made in writing to the Local and National Association, or their designates.

The notice to proceed to arbitration shall state the matter in dispute, the Articles that are alleged to have been violated, and the nature of the relief or remedy sought.

## 20-4 TIME LIMITS

20-4.01 If a grievance has been submitted for arbitration but has not had dates set for arbitration after twelve (12) months of being submitted, then the grievance will be deemed to have been abandoned. All Parties commit to taking all necessary steps to ensure arbitration dates are set as soon as possible. Should dates not be set for reasons beyond the control of the Association or the Company, this provision shall not apply.

- 20-4.02 The time limits prescribed herein for the performance of any step or proceedings in the grievance procedure are deemed to be matters of substance, not technicalities. These time limits may be extended only by mutual agreement in writing between the Association and the Company.
- 20-4.03 If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.

## **ARTICLE 21 – ARBITRATION**

- 21-1.01 Pursuant to Article 20 - Grievance Procedure of this Collective Agreement, when a notice of intent to proceed to arbitration is issued, the Parties shall jointly select a single arbitrator within thirty (30) calendar days, from an agreed to list of arbitrators in a rotation subject to availability. If all arbitrators from the agreed list have no available dates within a twelve (12) month period during the thirty (30) calendar day selection period, the Parties will then attempt to agree on a mutually acceptable alternate arbitrator. In the event that a suitable alternate cannot be agreed to, the Parties will petition the Minister of Labour for one to be appointed.
- 21-1.02 The finding of the arbitrator as to the facts and the interpretation, application, administration, or alleged violation of the provisions of this Agreement shall be conclusive and binding on all parties concerned, but in no case shall the arbitrator have any jurisdiction to alter, modify, amend, or make any decision inconsistent with the terms of this Collective Agreement, except in accordance with the law as specified in the *Canada Labour Code*.
- 21-1.03 The expenses incurred by the arbitrator and the arbitration facilities shall be borne equally by each Party.
- 21-1.04 At arbitration hearings, all Association witnesses and representatives who are reasonably required to be in attendance and are Dispatch Personnel of the Company shall be given the required time off without pay.
- 21-1.05 The arbitration award must state the grounds on which it is based and be rendered as expeditiously as possible. The arbitrator may render the decision immediately but must supply written reasons for their decision within sixty (60) calendar days after the arbitration has concluded.
- 21-1.06 The Parties agree that it is the goal of arbitration to resolve grievances outstanding between the Parties and agree to arbitrate on a First In, First Out (FIFO) principle in regard to any matters referred to arbitration, unless mutually agreed to otherwise.

## **ARTICLE 22 – HEALTH AND SAFETY**

### **22-1 HEALTH AND SAFETY POLICY COMMITTEE AND WORK PLACE HEALTH AND SAFETY COMMITTEE**

- 22-1.01 The Company and the Association recognize that occupational health and safety is a shared concern and agree to promote safe practices to ensure the health and safety of Dispatch Personnel, and to establish health and safety committees, in accordance with Part II of the *Canada Labour Code*.
- 22-1.02 There shall be a Health and Safety Policy Committee and a Work Place Health and Safety Committee. These committees shall perform duties outlined in Part II of the *Canada Labour Code*.
- 22-1.03 The Health and Safety Policy Committee and Work Place Health and Safety Committee shall each include one (1) Dispatch Personnel representative.
- 22-1.04 The Association shall select and appoint the Dispatch Personnel that will represent the interests of Dispatch Personnel to the Health and Safety Policy Committee and Work Place Health and Safety Committee.
- 22-1.05 Any Dispatch Personnel may contact the Dispatch Personnel representative on the Health and Safety Policy Committee and a Work Place Health and Safety Committee with health and safety concerns. This shall not alleviate the Dispatch Personnel's responsibility to ensure any health and safety concerns are properly reported through the Company's health and safety reporting procedures.
- 22-1.06 Dispatch Personnel appointed to the Health and Safety Policy Committee or Work Place Health and Safety Committee shall be pay protected for their time spent in attendance at meetings required for those committees if held during a scheduled work day. If the Dispatch Personnel is required to attend a committee meeting on a day off, they shall be compensated in accordance with Article 23 – Scheduling.
- 22-1.07 Any additional time required by a Dispatch Personnel to perform the responsibilities associated with their position on the Health and Safety Policy Committee or Work Place Health and Safety Committee must be pre-approved by the Manager, Flight Dispatch, or their designate. Requests will not be unreasonably denied.

## **22-2 WORKLOAD COMMITTEE**

- 22-2.01      Upon ratification of this Agreement, the Company, and the Association agree to, within sixty (60) days, establish a Workload Committee to make recommendations for continual improvement of operational control functions with a focus on area of operations, shift coverage requirements, and workload distribution.
- 22-2.02      The Workload Committee shall consist of two (2) Dispatch Personnel appointed by the Association.
- 22-2.03      The Workload Committee shall meet with Manager, Flight Dispatch, or their designate, at least quarterly, or as otherwise mutually agreed to.
- 22-2.04      Dispatch Personnel appointed to the Workload Committee shall be eligible to utilize ATR for time spent performing work related to their role as a representative on the Workload Committee.



## **ARTICLE 23 – SCHEDULING**

### **23-1 SCHEDULING PARAMETERS**

- 23-1.01 The Parties agree that the scheduling requirements as outlined in this Article are for the Positions of Flight Dispatcher and Lead Flight Dispatcher.
- 23-1.02 The Positions of Technical Dispatcher and Lead Dispatcher will maintain modified work schedules as agreed with their Manager, Flight Dispatch or their designate, in which they will be required to work forty (40) hours per week, except for scheduled vacation and approved leaves of absence. The standard hours of work for Technical Dispatchers and Lead Dispatchers under the modified work schedule may be up to twelve (12) hours per day.
- 23-1.03 A minimum of two (2) calendar days will be scheduled on or off consecutively, except in cases where a scheduling maximum is reached on the first day of a new scheduling period (e.g. a Flight Dispatcher or Lead Flight Dispatcher may be scheduled for one (1) calendar day on March 1st when they worked the last three (3) or four (4) calendar days of February).
- 23-1.04 A maximum of five (5) calendar days may be scheduled consecutively in one Rotation, including the final calendar days of one (1) scheduling period and the first calendar days of the next scheduling period. A maximum of fifty (50) hours in one (1) Rotation is permitted to be scheduled.
- 23-1.05 A minimum of forty-seven (47) hours free from duty will be scheduled between Rotations, with a minimum of fifty-nine (59) hours free from duty between a Rotation that ends after 0000MT and begins before 0900LT.
- 23-1.06 A minimum rest period of eleven (11) hours will be scheduled between consecutive shifts except when the next shift would be a training requirement shift, in which case the minimum rest would be ten (10) hours.
- 23-1.07 There will be no scheduled Split Shifts.
- 23-1.08 No scheduled dispatch shift will be less than eight (8) hours or greater than twelve (12) hours; however, there is no limit to the combinations of shift lengths that may be included in a scheduling period.

### **23-2 SCHEDULE BUILDING/RELEASE**

- 23-2.01 The Company shall provide the Association with advance notice of changes to the Dispatch Schedule Plan prior to bids going out. Once the bid sheets are

issued, changes to the Dispatch Schedule Plan will be reviewed with the Association with reasonable efforts made to keep the initial Dispatch Schedule Plan.

23-2.02 There will be six (6) averaging/scheduling periods in a calendar year:

<b>Averaging/Scheduling Period</b>	<b>Total Days</b>	<b>Full-Time Scheduled Hours</b>
January – February	59 (or 60 in a Leap Year)	332-348
March – April	61	332-348
May – June	61	332-348
July – August	62	332-348
September – October	61	332-348
November – December	61	332-348
Annual Total	365 (or 366 in a Leap Year)	2040 Annual Maximum

23-2.03 In order for a Flight Dispatcher or Lead Flight Dispatcher to participate in the schedule bidding process, the Company must have an approved return to work date in that scheduling period for the Flight Dispatcher or Lead Flight Dispatcher by the release of the bid sheets for the scheduling period.

23-2.04 Bid sheets for the scheduling period will be available by the first day of the month, two (2) months prior to the commencement of the scheduling period.

23-2.05 Schedule release is the first day of the month prior to the schedule period.

23-2.06 Bids must be submitted electronically by 1700MT on the ninth (9<sup>th</sup>) day two (2) months prior to the beginning of the schedule period according to the process set out by the Company.

23-2.07 Should a bid sheet not be received in the issued format, or by the applicable deadline, the bid sheet will not be accepted.

23-2.08 One thousand (1,000) points will be available to each Flight Dispatcher or Lead Flight Dispatcher for schedule bidding for each scheduling period. If the points are not used for the applicable scheduling period, they will be forfeited.

23-2.09 If a Flight Dispatcher or Lead Flight Dispatcher is being scheduled for less than the full scheduling period due to an approved leave of absence, the number of points available will be prorated to the number of days the Flight Dispatcher or Lead Flight Dispatcher is available in the scheduling period.

- 23-2.10 If a Flight Dispatcher or Lead Flight Dispatcher is awarded/assigned a new Position or qualification in the bargaining unit after bid sheets are issued or after their schedule has been assigned, the Company will make reasonable efforts to honour their bid or awarded days off; however, the Company maintains the right to assign a schedule for the applicable scheduling period.
- 23-2.11 Should a Flight Dispatcher or Lead Flight Dispatcher be scheduled a shift in violation of this Article, the Flight Dispatcher or Lead Flight Dispatcher may agree to work the shift. Should the Flight Dispatcher or Lead Flight Dispatcher not agree, their schedule will be adjusted to comply with this Article with no monetary or day off loss to the Flight Dispatcher or Lead Flight Dispatcher.
- 23-2.12 Flight Dispatchers and Lead Flight Dispatchers must check the training section on their bid sheet to ensure schedule bids do not interfere with required Company training. Reasonable efforts shall be made by the Company to not break bids for training requirements.

### **23-3 SCHEDULING HOURS**

- 23-3.01 No scheduled shift start times will be within the hours of 0000-0359.
- 23-3.02 In addition to awarded/assigned shifts, schedules will include vacation awards, approved leaves of absence, SDOs, events, and training requirements.
- 23-3.03 Day off bids shall be awarded before shift preference bids.
- 23-3.04 Flight Dispatchers and Lead Flight Dispatchers will be paid to two thousand eighty (2080) hours.
- 23-3.05 Flight Dispatchers and Lead Flight Dispatchers will be scheduled to as close to two thousand forty (2,040) hours as possible with the available Dispatch shift lengths and requirements. Should a Dispatch Personnel be scheduled more than two thousand forty (2,040) hours, they will be paid at their applicable overtime rate according to this Article for those incremental hours worked. This will not be inclusive of any hours that were compensated at a rate equal to or greater than one and one half (1.5) times the regular rate of wages.
- 23-3.06 Overtime eligible hours for Flight Dispatchers and Lead Flight Dispatchers will be those hours worked in excess of their total scheduled hours of work in the averaging/scheduling period. For the January/February averaging/scheduling period, if the Dispatch Personnel's total scheduled hours of work

exceed 337 (or 342 in a leap year), overtime hours will be those hours worked in excess of 337 (or 342 in a leap year).

- 23-3.07 The calculation of overtime hours in 23-3.06 above will not be inclusive of any hours that were compensated at a rate equal to or greater than one and one half (1.5) times the regular rate of wages. Hours of work changes as a result of shift trades will also not affect the calculation of overtime hours for the purposes of 23-3.06 above.
- 23-3.08 Subject to 23-6 Banked Time below, overtime hours will be paid out at one and one half (1.5) times the Flight Dispatcher's or Lead Flight Dispatcher's rate of pay.
- 23-3.09 There shall be no duplication of overtime payments for the same hours worked.

#### **23-4 SCHEDULE MODIFICATIONS**

- 23-4.01 All schedule modifications for Flight Dispatchers and Lead Flight Dispatchers must be processed by Manager, Flight Dispatch, or their designate.
- 23-4.02 When a schedule is modified, for Flight Dispatchers and Lead Flight Dispatchers, a maximum of seven (7) calendar days is permitted to be worked consecutively.
- 23-4.03 In the event of a schedule modification, there shall be a minimum of ten (10) hours rest between shifts and twenty-three (23) hours free from duty in between work Rotations for Flight Dispatchers and Lead Flight Dispatchers.
- 23-4.04 In the event a Dispatch Personnel covered under this Agreement is displaced from their scheduled shift by the Manager, Flight Dispatch, or their designate, and that shift is assigned to another Dispatch Personnel, the displaced Dispatch Personnel will be pay protected for the removed shift.

#### **23-5 SHIFT TRADES**

- 23-5.01 Shift trades shall be permitted between Dispatch personnel.
- 23-5.02 All shift trades must be of equal hours and equal qualifications.
- 23-5.03 All shift trades must be submitted as per Company process.
- 23-5.04 All shift trades will be subject to the approval of the Manager, Flight Dispatch, or their designate, and will be processed within five (5) calendar days of the

date the shift trade request was submitted. If there are not five (5) calendar days remaining between the shift trade request date and the earliest start time of a shift involved in the trade, the shift trade request will be processed as soon as practicable.

- 23-5.05 All shift trades must be traded and worked between one (1) month prior to the beginning of the applicable scheduling period and the end of the applicable scheduling period. For example, for a March-April scheduling period all shifts must be traded and worked between February 1 and April 30.
- 23-5.06 Shift trades between Dispatch Personnel that include a date within the final three (3) days of a scheduling period will not be approved until the release of the schedule for the following scheduling period.
- 23-5.07 The Company will determine what shifts are surplus in a schedule.
- 23-5.08 Upon schedule release, shift trades for surplus shifts shall be processed on the fourteenth (14<sup>th</sup>) of the month. Shift trades for surplus shifts shall be processed prior to assigning them as overtime.
- 23-5.09 After the fourteenth (14<sup>th</sup>) of the month, all shift trades for surplus shifts will be approved by the Manager, Flight Dispatch, or their designate, as soon as reasonably practicable based on operational requirements. Such requests will not be unreasonably denied.
- 23-5.10 In order to ensure operational integrity, shift trades for surplus shifts on statutory holidays, between December 15 and January 15 of each calendar year and greater than sixty (60) days from the original shift date shall be approved by Manager, Flight Dispatch, or their designate.

## **23-6 BANKED TIME**

- 23-6.01 Dispatch Personnel shall be permitted to bank overtime hours worked. Overtime hours will be banked at a rate of one and one half (1.5) hours for each overtime hour worked, to a maximum of ninety-six (96) banked hours.
- 23-6.02 Any overtime hours that would result in the time bank exceeding ninety-six (96) shall be paid out in accordance with 23-3.08 above on the pay period for when the shift was worked.
- 23-6.03 If a Dispatch Personnel requests to have their time bank paid out instead of taking time off with pay, the banked time will be paid at their regular rate of pay.

- 23-6.04 A Dispatch Personnel who is awarded or assigned a new Position, or a Position which requires a different qualification to operate, will have the hours in their time bank set to zero (0) and those banked hours will be paid out at the regular rate of pay associated with their former Position.
- 23-6.05 Requests to use banked time for scheduled shifts shall be submitted as per the Company process.
- 23-6.06 Requests for bank time usage will be approved or denied on a first come, first served basis, based on operational requirements and is at the discretion of the Manager, Flight Dispatch, or their designate.
- 23-6.07 Shift Surplus trades will be processed prior to bank time requests.
- 23-6.08 Bank time requests for shifts starting inside twelve (12) hours may be approved at the discretion of the Manager, Flight Dispatch, or their designate.
- 23-6.09 If operationally feasible, Flight Dispatchers and Lead Flight Dispatchers may apply pre-existing bank time credit to the scheduling bid period. If approved by the Manager, Flight Dispatch, or their designate, the Flight Dispatcher's or Lead Flight Dispatcher's bank time will be reduced.
- 23-6.10 Dispatch Personnel may not enter into a negative time bank balance.

## **23-7 OPEN TIME**

- 23-7.01 Open Time is work that becomes available during the scheduling period. Such work can include new shifts, shifts that become open due to illness or injury, vacations, leaves of absence, training, or work not awarded or assigned in the schedule construction process. Open Time is assigned and/or awarded at straight time or overtime rates as applicable in accordance with this Agreement.
- 23-7.02 The Company will publish Open Time at its discretion after schedule release.
- 23-7.03 Upon schedule release, shifts may appear on the schedule as Open Time shifts. Once surplus shift trades have been processed, these Open Time shifts will be assigned as overtime.
- 23-7.04 Dispatch Personnel have the option to list available for Open Time.
- 23-7.05 Open Time tracking is divided into three (3) periods annually:
1. January 1 to April 30

2. May 1 to August 31
3. September 1 to December 31

- 23-7.06 Open Time shifts will be awarded according to the process established by the Company, in consultation with the Association.
- 23-7.07 Open Time shifts will first be offered to those Dispatch Personnel listed as available in the applicable Position based on the lowest Open Time hour total for the applicable Open Time period.
- 23-7.08 Open Time awards for shifts outside seven (7) calendar days will be automatically assigned and it shall be considered the Dispatch Personnel has accepted the shift.
- 23-7.09 Open Time awards for shifts inside seven (7) days shall be with the Dispatch Personnel's approval.
- 23-7.10 Open Time will only be assigned once surplus shift trade and bank time requests have been considered.
- 23-7.11 In order to maintain the integrity of the operation, Open Time shifts will be covered as soon as operationally required.
- 23-7.12 For Open Time assignment inside ten (10) hours of shift start, should Dispatch Personnel listed for Open Time be eligible for an Open Time shift while on a rest period after working a shift, they shall be passed over for the Open Time assignment unless prior arrangement with the Manager, Flight Dispatch, or their designate, has been made to automatically assign the shift. In this case, the Manager, Flight Dispatch, or their designate, will notify the Dispatch Personnel and they are considered to have accepted the shift.
- 23-7.13 Should the shift not be covered, a notification will be sent out to all qualified Flight Dispatch Personnel and will be awarded on a first come, first served basis.
- 23-7.14 The Parties agree that any disputes relating to or arising from the administration, publishing, offering, awarding, or assignment of Open Time under this Article shall not be subject to the grievance and arbitration procedure set out in Article 20 – Grievance Procedure. In the event either Party has a concern relating to or arising from the administration, publishing, offering, awarding, or assignment of Open Time under this Article, the Parties shall meet to review the concern.

## **23-8 DRAFTING**

- 23-8.01 The Company and the Association are committed to ensuring that the operation is not negatively impacted due to a lack of Dispatch Personnel. In keeping with this commitment, a draft will be considered as an option of last resort.
- 23-8.02 If the Company has exhausted the available options to cover Open Time, the Company will draft a qualified Dispatch Personnel who is on a day off for the shift. In such circumstances, the Company will draft a qualified Dispatch Personnel in reverse seniority order.
- 23-8.03 A Dispatch Personnel will not be drafted more than three (3) times in a calendar year.
- 23-8.04 A Dispatch Personnel will not be drafted while they are on GDO, SDO, or vacation.
- 23-8.05 If a Dispatch Personnel is drafted for a shift, the Dispatch Personnel will receive premium pay at two (2) times the Dispatch Personnel's rate of pay for the Position being worked in accordance with Article 30 – Rates of Pay.
- 23-8.06 If a Dispatch Personnel advises the Company at the time of the draft callout that they believe they are not fit for duty or are physically unavailable to report for duty, the Company shall not allow the Dispatch Personnel to begin the duty period.

## **23-9 SCHEDULE REVIEW**

- 23-9.01 Prior to publishing the finalized schedule, the Association Local Council Chair, or their designate, will be provided the schedule for review and feedback.
- 23-9.02 The Association Local Council Chair, or their designate, will review the schedule for the limited purposes of notifying the Company of any concerns arising from the shift bid process.
- 23-9.03 If the schedule release is delayed for an operational reason, the Association will be provided as much notice as possible.
- 23-9.04 Should the Association Local Council Chair, or their designate, not be available to review the schedule prior to release, the schedule will be released according to 23-2.05 above.



## **23-10 BREAKS**

- 23-10.01 Dispatch Personnel are entitled to take: (a) one (1) thirty (30) minute paid break during any shifts that are at least five (5) hours but less than ten (10) hours in length; or (b) two (2) thirty (30) minute paid breaks during any shift that are ten (10) hours or longer in length. Since breaks are paid, the Company may require the Dispatch Personnel to be at the Company's disposal during their break.
- 23-10.02 The Company may postpone or cancel a Dispatch Personnel's break if it is necessary for the Dispatch Personnel to work in order to deal with a situation that the Company could not have reasonably foreseen and that presents or could reasonably be expected to present an imminent or serious:
- (a) threat to the life, health, or safety of any person;
  - (b) threat of damage to or loss of property; or
  - (c) threat of serious interference with the ordinary working of the Company's industrial establishment.

## **ARTICLE 24 – PASSPORT/VISA**

- 24-1.01 Having a valid passport is a condition of employment as a Dispatch Personnel.
- 24-1.02 Should the Company require Dispatch Personnel to have a valid passport, the Company will reimburse a Dispatch Personnel for the cost of a passport, replacement passport, and passport photos once every ten (10) years for a ten (10) year passport.
- 24-1.03 If a Dispatch Personnel applies for passport reimbursement then changes their name before they are eligible for another reimbursement, the Dispatch Personnel will be responsible for all associated fees/costs. Any fees/costs associated with the replacement of a lost or damaged passport will not be reimbursed.
- 24-1.04 A Dispatch Personnel shall use the normal service whenever possible for obtaining their passport. In the event a Dispatch Personnel is unable to reasonably use the normal service to obtain a passport, the Company shall reimburse the Dispatch Personnel for the “Express Service” passport acquisition fee. The Dispatch Personnel will be required to obtain pre-approval from the Manager, Flight Dispatch, or their designate, for the “Express Service” option.
- 24-1.05 In the event a Dispatch Personnel’s passport is stolen while on Company business, the Company shall reimburse the Dispatch Personnel for the cost of a replacement passport, including passport photos. Such reimbursement eligibility will be conditional on the Dispatch Personnel providing the Company a copy of the declaration provided to the Government of Canada confirming the passport theft.
- 24-1.06 For the purpose of carrying out their duties as a Dispatch Personnel, the cost of any mandatory travel visas shall be borne by the Company.
- 24-1.07 Dispatch Personnel shall bear all responsibility to ensure their passport information is up to date with the Company. Should a Dispatch Personnel be unable to perform their duties due to invalidity of a passport for reasons other than those outlined in this Article, they shall be removed from the schedule without pay until their passport becomes valid.

## **ARTICLE 25 – FLIGHT DECK FAMILIARIZATION**

- 25-1.01 Dispatch Personnel are required to and will be scheduled for regulatory required Flight Deck Familiarization (FDF) training with the dates and destinations as determined by the Company. The scheduling of such training will be done without affecting a Dispatch Personnel's awarded or assigned schedule.
- 25-1.02 A FDF will not be scheduled to exceed twelve (12) hours, commencing one (1) hour prior to scheduled flight departure at the origin airport, unless the actual flight length of a single leg exceeds eleven (11) hours.
- 25-1.03 The Company will arrange Company Business Travel for the Dispatch Personnel between Calgary and the airport of the scheduled FDF. Upon request, and as required for the period of the FDF, the Company will provide a Company parking pass for the Calgary airport to the Dispatch Personnel. If a Company parking pass is not available, economy Calgary airport parking expense will be approved by the Manager, Flight Dispatch, or their designate.
- 25-1.04 The Company will provide, and will make efforts to directly pay, for single-occupancy hotel accommodations for Dispatch Personnel when:
- a) At the request of the Dispatch Personnel, a scheduled one (1) day FDF cannot be completed within twelve (12) hours from one (1) hour prior to scheduled flight departure at origin airport due to unforeseen/irregular operations; or
  - b) required to layover prior to, during, or after scheduled multi-day FDF's.
- 25-1.05 Dispatch Personnel will be responsible for incidental expenses and damage to hotel property on layovers.
- 25-1.06 If hotel accommodation is required in a destination where the Company, WestJet Encore Ltd., or Swoop, Inc. regularly arranges accommodation for Flight Crew or Cabin Personnel/Flight Attendants, accommodation shall be provided at the applicable crew hotel, subject to availability.
- 25-1.07 If the Company is unable to provide accommodation at a Flight Crew or Cabin Personnel/Flight Attendant hotel, accommodation shall be provided in an alternate location that has reasonable access to amenities such as meals, transportation, and general services. Should this not be possible, the Association shall be notified.

25-1.08 The Company shall provide reasonable transportation to and from the airport when a Dispatch Personnel is required to layover.

25-1.09 In the event of unforeseen/irregular operations, Dispatch Personnel will be reimbursed for the actual expenses incurred for taxi/rideshare transportation between the airport and hotel. A receipt must be provided for reimbursement.

25-1.10 The Company shall reimburse Dispatch Personnel for meal cost specified below for the period between the actual departure time and the actual arrival time of the FDF at the origin airport.

Travel within Canada/mainland USA:

- Breakfast \$17.20
- Lunch \$25.02
- Dinner \$35.98

International Travel

- Breakfast \$18.18
- Lunch \$26.44
- Dinner \$38.00

25-1.11 The rates in 25-1.10 above shall be increased by 2% on January 1<sup>st</sup> of each year for the duration of this agreement.

25-1.12 For the purpose of 25-1.10 above the following meal periods are to be used for reimbursement:

Breakfast	0000-1159L
Lunch	1200-1659L
Dinner	1700-2359L

25-1.13 Should a Dispatch Personnel elect to remain at destination/origin of their scheduled FDF outside the scheduled FDF dates, they shall forfeit their right to accommodation, business travel to/from area of operation (except as operationally required to conduct the scheduled FDF), transportation, parking reimbursement, and applicable meal cost replacement except for the hours and costs incurred while the FDF is being conducted, ending at the actual arrival time at the destination airport.

- 25-1.14 Dispatch Personnel will be credited in their schedule the following for FDF:
- Single day FDFs: 8 hours
  - Caribbean and Pacific/North Atlantic/Europe: 24 hours
- 25-1.15 FDFs shall not be conducted on a flight which is scheduled to operate through 0200 local time at the airport where the flight departed, unless required by the area of operation (e.g. North Atlantic) or agreed to by the Dispatch Personnel.
- 25-1.16 If a scheduled FDF is not completed within the scheduled dates due to unforeseen delay/irregular operations, the Dispatch Personnel shall be pay protected for any scheduled hours and/or paid at their applicable rate up to a maximum of eight (8) hours for each calendar day that they are not already scheduled to work.
- 25-1.17 All regulatory FDF requirements must be completed a minimum of ten (10) calendar days prior to the annual expiry date.
- 25-1.18 All regulatory FDF records must be submitted within seven (7) days of completion of the scheduled FDF.
- 25-1.19 The Association will be notified in advance of any changes to the FDF procedures.

## **ARTICLE 26 – TRAINING**

- 26-1.01 To exercise operational control, Dispatch Personnel must remain qualified in accordance with the Company Dispatch Training Manual. The Company is responsible for recording and reporting these qualifications.
- 26-1.02 A Dispatch Personnel may review their training records by submitting a request in writing to the Manager, Flight Dispatch, or their designate. Such request will be granted at a mutually convenient time in the presence of a Company representative.
- 26-1.03 Dispatch Personnel retain the right to refuse observers/job shadows at all times with the following exceptions;
- a) Transport Canada Inspector
  - b) Approved Company Check Dispatcher
  - c) Company Operations Personnel
- 26-1.04 To ensure scheduling integrity and the prevention of de-qualifications due to incomplete training requirements, Dispatch Personnel are prohibited from modifying or changing scheduled training (e.g. Flight Deck Familiarization, Crew Resource Management, and the Dispatch Competency Check) without the approval of the Manager, Flight Dispatch, or their designate.
- 26-1.05 If a Dispatch Personnel does not successfully complete their required training prior to their expiration date, they will be pulled from the schedule and placed on an unpaid leave until these training requirements are met.
- 26-1.06 Upon failure, the Company, following an examination of the reason(s) for the failure and discussion with the Flight Dispatcher involved, shall establish the scheduling of any subsequent training after a failure. A Dispatch Personnel may request the presence of an Association representative at this discussion.
- 26-1.07 If the Dispatch Personnel fails the second Dispatch Competency Check, they may be given further instruction in accordance with the Transport Canada approved training syllabus in the subject matter that constituted the failure, followed by another Dispatch Competency Check. If the Dispatch Personnel fails the third Dispatch Competency Check their employment with the Company will be terminated for just cause.
- 26-1.08 Classroom training shall not be scheduled to be greater than eight (8) hours per day, unless mutually agreed to by the Company and the Association.

- 26-1.09 Dispatch Personnel are expected to complete on-line training during regularly scheduled shifts. If Dispatch Personnel chooses to complete on-line training outside of their scheduled hours, it will not be paid.
- 26-1.10 The Approved Check Dispatcher will receive additional compensation when performing Approved Check Dispatcher responsibilities, as per Article 30 – Rates of Pay.
- 26-1.11 A Dispatch Personnel will be given a minimum of forty-eight (48) hours' notice of all Dispatch Competency Checks, which are conducted by a Transport Canada Company authorized person. The Dispatch Personnel may waive this notice. The notice requirement does not apply in the case of the reassignment of a previously scheduled check.
- 26-1.12 Observers/job shadowers shall not be permitted in the Dispatch area while a Flight Dispatcher is undergoing a Dispatch Competency Check unless mutually agreed upon in advance by the Dispatch Personnel and the Manager, Flight Dispatch, or their designate.
- 26-1.13 In the event that either the Company or the Association has any concerns with the training of Dispatch Personnel, they may raise these concerns to the other Party, including at the quarterly Company/Association meeting in accordance with Article 3 – Association Recognition.

## **ARTICLE 27 – DATA RECORDINGS**

- 27-1.01      The Parties recognize that information from electronically recorded data can be used to enhance flight safety and offer economic savings as well as to provide relevant information to assist in Incident Hazard Reports or accident/incident investigations.
- 27-1.02      The Company and the Association recognize and support the mandate of Flight Dispatch Personnel to optimize fuel planning. Optimal fuel planning means planning the correct fuel for the operation, including additional fuel when required.
- 27-1.03      Personal and aggregate fuel statistics may be provided to Flight Dispatchers and Lead Flight Dispatchersto support consistent and optimal fuel planning on the part of Flight Dispatchers and Lead Flight Dispatchers. A Flight Dispatchers and Lead Flight Dispatchers Personal fuel statistics will not be utilized for any progressive discipline purposes.



## **ARTICLE 28 – ACCIDENTS/INCIDENTS**

### **28-1 CRITICAL INCIDENT RESPONSE TEAM**

- 28-1.01 The Company acknowledges that CALDA has a Critical Incident Response Team (CIRT). When allowed by an investigating external agency, the Association may deploy this team for purposes of providing support and representation to Dispatch Personnel involved in an aviation accident, as defined by the Transportation Safety Board of Canada. The Association and the CIRT shall not interfere with or obstruct any internal or external investigation.
- 28-1.02 The Company shall in no way be expected to cover the costs related to the activities of the Critical Incident Response Team.

### **28-2 RELIEF FROM DUTY**

- 28-2.01 In a Category “A” or “B” accident as defined in the Company Operations Manual, the Dispatch Personnel shall, subject to completing their responsibilities pursuant to the Company Operations Manual, be relieved from their duties as soon as possible. The Dispatch Personnel being relieved will be pay protected for any scheduled time remaining on their shift. The Dispatch Personnel involved will have the opportunity to contact an Association representative prior to being interviewed by the Transport Canada designated Operations Manager, or their designate, for the accident investigation process.
- 28-2.02 If Dispatch Personnel is involved in an incident or accident related to the operational control of a flight while on duty, the Company may hold the Dispatch Personnel out of service, pending the outcome of any investigations into the incident or accident undertaken by the Company, Transport Canada, the Transportation Safety Board, or any other investigative body with jurisdiction.
- 28-2.03 A Dispatch Personnel held out of service according to 28-2.02 above shall be pay protected.
- 28-2.04 A Dispatch Personnel requested or required by the Company, or an appropriate government agency, to participate in an aircraft accident investigation involving Company aircraft will do so without loss of pay. The Company will provide transportation to and from such investigation in accordance with the Non-Revenue Business Policy for the Dispatch Personnel.

## **ARTICLE 29 – PAY DISCREPANCIES**

- 29-1.01 Underpayments will be paid to a Dispatch Personnel on the next regular pay date. At the Dispatch Personnel's request, underpayments greater than three hundred dollars (\$300) will be reimbursed on a separate deposit. The Company shall normally confirm and issue payment within seven (7) days of the pay discrepancy being confirmed.
- 29-1.02 In the case of an overpayment, the Company shall notify the Dispatch Personnel in writing that an overpayment has been made and will include an explanation of all relevant calculations.
- 29-1.03 Overpayments less than or equal to two thousand five hundred dollars (\$2,500) shall be recovered from the Dispatch Personnel in two hundred and fifty dollar (\$250) increments per pay period. The Dispatch Personnel may make arrangements with Payroll to make additional payments at their discretion. In the event Dispatch Personnel is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 29-1.04 For overpayments greater than two thousand five hundred dollars (\$2,500), the Company and the Dispatch Personnel, with an Association representative if requested, will discuss a reasonable alternate payment plan. If the Company and the Dispatch Personnel cannot reach a mutually agreeable repayment plan, the Company will implement a repayment plan which, barring exceptional circumstances, shall not exceed twenty-five (25) months in duration. The Dispatch Personnel may make arrangements with Payroll to make additional payments at their discretion. In the event the Dispatch Personnel is terminated or resigns from the Company, the balance of the overpayment shall be deducted from their final pay deposit.
- 29-1.05 Payroll errors are to be identified by the Dispatch Personnel and brought to the Manager, Flight Dispatch or their designate for resolution within fifteen (15) calendar days of the pay date.

## ARTICLE 30 – RATES OF PAY

### 30-1 PAY SCHEDULE

30-1.01 Dispatch Personnel will be paid on a semi-monthly cycle on both the fifteenth (15th) of the month and the last day of the month. In the event that a scheduled pay date occurs on a weekend or Statutory Holiday, the pay will be deposited on the last business day prior to the scheduled pay date.

### 30-2 POSITION PAY STEPS

30-2.01 The effective date of a pay step increase, as detailed in the steps listed in 30-2.02 below, will be the first day of the semi-monthly pay period following the Dispatch Personnel's completion of the Active service year requirement to move to that next pay step.

30-2.02 The hourly wage rates applicable for each Position shall be as follows:

#### Flight Dispatcher - Turboprop

Step	Active Service Completed as a Dispatch Personnel	Rate of Pay per Hour, effective June 1									
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Step 1	Start rate	21.22	21.64	22.08	22.52	22.97	23.43	23.90	24.38	24.86	25.36
Step 2	Completed 1 year	22.07	22.51	22.96	23.42	23.89	24.37	24.85	25.35	25.86	26.37
Step 3	Completed 2 years	23.25	23.72	24.19	24.68	25.17	25.67	26.19	26.71	27.25	27.79
Step 4	Completed 3 years	24.51	25.00	25.50	26.01	26.53	27.06	27.61	28.16	28.72	29.30
Step 5	Completed 4 years	25.83	26.35	26.88	27.41	27.96	28.52	29.09	29.67	30.27	30.87

#### Flight Dispatcher – Turbojet

Step	Active Service Completed as a Dispatch Personnel	Rate of Pay per Hour, effective June 1									
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Step 1	Start rate	23.60	24.07	24.55	25.05	25.55	26.06	26.58	27.11	27.65	28.21
Step 2	Completed 1 year	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.71	29.28	29.87
Step 3	Completed 2 years	26.45	26.98	27.52	28.07	28.63	29.20	29.79	30.38	30.99	31.61
Step 4	Completed 3 years	28.58	29.15	29.73	30.33	30.93	31.55	32.18	32.83	33.48	34.15
Step 5	Completed 4 years	29.65	30.24	30.85	31.46	32.09	32.74	33.39	34.06	34.74	35.43

Step 6	Completed 5 years	31.39	32.01	32.65	33.31	33.97	34.65	35.34	36.05	36.77	37.51
Step 7	Completed 6 years	33.23	33.90	34.57	35.26	35.97	36.69	37.42	38.17	38.94	39.71
Step 8	Completed 7 years	35.18	35.88	36.60	37.33	38.08	38.84	39.62	40.41	41.22	42.04
Step 9	Completed 8 years	37.24	37.98	38.74	39.52	40.31	41.11	41.94	42.77	43.63	44.50
Step 10	Completed 9 years	39.42	40.21	41.02	41.84	42.67	43.53	44.40	45.29	46.19	47.12
Step 11	Completed 10 years	41.74	42.57	43.42	44.29	45.18	46.08	47.00	47.94	48.90	49.88
Step 12	Completed 11 years	44.19	45.07	45.97	46.89	47.83	48.79	49.76	50.76	51.77	52.81

### Lead Flight Dispatcher

Step	Active Service Completed as a Dispatch Personnel	Rate of Pay per Hour, effective June 1									
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Step 1	Start rate	25.96	26.48	27.01	27.55	28.10	28.66	29.23	29.82	30.42	31.02
Step 2	Completed 1 year	27.49	28.04	28.60	29.17	29.75	30.35	30.96	31.58	32.21	32.85
Step 3	Completed 2 years	29.10	29.68	30.28	30.88	31.50	32.13	32.77	33.43	34.10	34.78
Step 4	Completed 3 years	30.80	31.42	32.05	32.69	33.34	34.01	34.69	35.38	36.09	36.81
Step 5	Completed 4 years	32.61	33.26	33.93	34.61	35.30	36.00	36.72	37.46	38.21	38.97
Step 6	Completed 5 years	34.53	35.22	35.92	36.64	37.37	38.12	38.88	39.66	40.45	41.26
Step 7	Completed 6 years	36.55	37.28	38.02	38.78	39.56	40.35	41.16	41.98	42.82	43.68
Step 8	Completed 7 years	38.70	39.47	40.26	41.07	41.89	42.73	43.58	44.45	45.34	46.25
Step 9	Completed 8 years	40.96	41.78	42.62	43.47	44.34	45.23	46.13	47.05	47.99	48.95
Step 10	Completed 9 years	43.37	44.24	45.12	46.03	46.95	47.88	48.84	49.82	50.82	51.83
Step 11	Completed 10 years	45.91	46.83	47.76	48.72	49.69	50.69	51.70	52.74	53.79	54.87
Step 12	Completed 11 years	48.60	49.58	50.57	51.58	52.61	53.66	54.73	55.83	56.95	58.09

### Lead Dispatcher and Technical Dispatcher

Step	Active Service Completed as a Dispatch Personnel	Rate of Pay per Hour, effective June 1									
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Step 1	Start rate	27.14	27.69	28.24	28.80	29.38	29.97	30.57	31.18	31.80	32.44
Step 2	Completed 1 year	28.74	29.32	29.90	30.50	31.11	31.74	32.37	33.02	33.68	34.35
Step 3	Completed 2 years	30.42	31.02	31.65	32.28	32.92	33.58	34.25	34.94	35.64	36.35
Step 4	Completed 3 years	32.20	32.85	33.50	34.17	34.86	35.55	36.26	36.99	37.73	38.48
Step 5	Completed 4 years	34.10	34.78	35.48	36.19	36.91	37.65	38.40	39.17	39.95	40.75
Step 6	Completed 5 years	36.10	36.82	37.56	38.31	39.07	39.85	40.65	41.47	42.29	43.14

Step 7	Completed 6 years	38.21	38.97	39.75	40.55	41.36	42.19	43.03	43.89	44.77	45.66
Step 8	Completed 7 years	40.45	41.26	42.09	42.93	43.79	44.66	45.56	46.47	47.40	48.35
Step 9	Completed 8 years	42.83	43.69	44.56	45.45	46.36	47.29	48.23	49.20	50.18	51.19
Step 10	Completed 9 years	45.34	46.25	47.17	48.11	49.08	50.06	51.06	52.08	53.12	54.18
Step 11	Completed 10 years	48.00	48.96	49.94	50.94	51.96	53.00	54.06	55.14	56.24	57.37
Step 12	Completed 11 years	50.82	51.83	52.87	53.93	55.01	56.11	57.23	58.37	59.54	60.73

30-2.03 Dispatch Personnel who maintain currency will progress through the pay steps applicable to their Position in accordance with the Active service requirements set out in 30-2.02 above. Dispatch Personnel who lose currency will be held at their current pay step until they regain currency and meet the Active service requirement associated with the pay step increase.

30-2.04 In the event that a Dispatch Personnel fails a dispatch competency check, they will not be eligible for a pay step increase until they have successfully passed the required dispatch competency check. Provided the Dispatch Personnel has the requisite Active service accrual for the pay step increase, upon passing the required competency check, that pay step increase will take effect on the first day of the month following the successful dispatch competency check. This will not affect the anniversary date for any future pay step increase(s).

### **30-3 PAY PREMIUMS**

30-3.01 A Flight Dispatcher selected to perform the Project Dispatcher role shall receive a premium of five per cent (5%) on their Flight Dispatcher hourly pay rate for hours worked in the Project Dispatcher role.

30-3.02 A Dispatch Personnel who is scheduled to provide on-the-job or in-class training shall receive, in addition to their regular pay, a shift premium of ten percent (10%) on their applicable hourly pay rate for the shift in which they provide the training.

30-3.03 A Dispatch Personnel who is selected by the Company and certified by Transport Canada to perform dispatch competency checks shall receive, in addition to their regular pay, a shift premium of one hundred dollars (\$100.00) for each shift in which they perform a dispatch competency check.

#### **30-4 OTHER**

- 30-4.01      If two (2) Dispatch Personnel who hold the same Relief Designation trade shifts, the Dispatch Personnel who actually works the designated relief position shift will be compensated at their applicable relief rate for that shift.
  
- 30-4.02      If a bargaining unit member performs work in a position outside of the bargaining unit, they will be compensated in accordance with the current Company practice.

## **ARTICLE 31 – WESTJET SAVINGS PLAN, PROFIT SHARE, AND OPA**

### **31-1 WESTJET SAVINGS PLAN**

- 31-1.01 Dispatch Personnel shall be eligible to participate in the Company's voluntary WestJet Savings Plan (WSP), in accordance with the terms and conditions of the plan, as they may be amended by the Company. A Dispatch Personnel's elected contributions pursuant to the WSP shall be limited to a maximum of twenty percent (20%) of the Dispatch Personnel's eligible earnings.

### **31-2 PROFIT SHARE**

- 31-2.01 Dispatch Personnel shall be eligible to participate in the Company's profit share plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company. Dispatch Personnel shall not have a lesser ability to participate than any other employee group.

### **31-3 OWNERS' PERFORMANCE AWARD**

- 31-3.01 Dispatch Personnel shall be eligible to participate in the Company's Owners' Performance Award (OPA) plan, in accordance with the terms and conditions of the plan, as they may be amended by the Company.

## **ARTICLE 32 - VACATION AND STATUTORY HOLIDAYS**

### **32-1 VACATION - GENERAL**

- 32-1.01 Vacation time is to be taken in the same year that it is accrued. Vacation time that is not taken in the same year that it is accrued will be forfeit. Vacation pay that has been accrued but not paid will be reconciled as part of the year end reconciliation process.
- 32-1.02 A Dispatch Personnel who transfers to a new Position will have their awarded/assigned Vacation Blocks transfer with them, subject to operational requirements. If it is not possible to honour the previously awarded/assigned Vacation Blocks, the Dispatch Personnel shall be contacted by the Manager, Flight Dispatch, or their designate, to select new Vacation Blocks from those available.

### **32-2 VACATION ALLOTMENT**

- 32-2.01 A Dispatch Personnel's vacation allotment will be based on completed years of continuous service with the Company.
- 32-2.02 Annual vacation allotment for Flight Dispatchers and Lead Flight Dispatchers is as follows:
- a) During the first three (3) years of employment: two (2) Vacation Blocks per year.
  - b) At the commencement of the fourth (4<sup>th</sup>) year of employment until the end of the sixth (6<sup>th</sup>) year of employment: three (3) Vacation Blocks per year.
  - c) At the commencement of the seventh (7<sup>th</sup>) year of employment: four (4) Vacation Blocks per year.
- 32-2.03 Annual vacation allotment for Technical Dispatcher and Lead Dispatcher is as follows:
- a) During the first three (3) years of employment: two (2) weeks per year.
  - b) At the commencement of the fourth (4<sup>th</sup>) year of employment until the end of the sixth (6<sup>th</sup>) year of employment: three (3) weeks per year.
  - c) At the commencement of the seventh (7<sup>th</sup>) year of employment: four (4) weeks per year.



- 32-2.04 New hire Dispatch Personnel will have their vacation allotment prorated for the year.

### **32-3 VACATION PAY**

- 32-3.01 Vacation pay for full-time Dispatch Personnel is calculated and accrued on each pay period in which Dispatch Personnel is Active. A Dispatch Personnel shall receive this accrual each pay period in which they are Active. A Dispatch Personnel on an Inactive status for the full pay period does not receive an accrual; however, if the Dispatch Personnel is Active at least one (1) day in the pay period, the full accrual for that pay period is granted.

### **32-4 VACATION BIDDING**

- 32-4.01 Vacation Blocks are bid upon by Flight Dispatchers and Lead Flight Dispatchers according to the Company's Vacation Bidding Policy. The forty (40) hours credited to Flight Dispatcher or Lead Flight Dispatcher for a Vacation Block will be subtracted from their vacation entitlement for the calendar year and credited towards the hours comprising that scheduling period for each successfully bid Vacation Block.
- 32-4.02 The Company will determine the maximum number of Vacation Blocks available for each Position of Flight Dispatcher and Lead Flight Dispatcher for each week in the annual vacation calendar based on operational requirements.
- 32-4.03 Vacation Blocks that have been set in the annual vacation calendar may be exchanged to blocks open and available for vacation in the annual vacation calendar upon submitting the request to the Manager, Flight Dispatch or their designate, and the Operations Control Centre Workforce Coordinator or their designate. Such exchanges will be processed on a first come, first served basis.
- 32-4.04 Vacation Blocks may be exchanged between two Flight Dispatchers or Lead Flight Dispatchers in the same Position and holding the same qualifications. Any requests for changes and exchanges of Vacation Blocks are subject to approval by the Manager, Flight Dispatch, or their designate. No changes or exchanges of Vacation Blocks for a scheduling period will be approved if the request is received by the Operations Control Centre Workforce Coordinator or their designate after the 24<sup>th</sup> at 0800MT of the month that the bid sheets are distributed for that next scheduling period.

- 32-4.05 Upon approval of the Manager, Flight Dispatch, or their designate, a Vacation Block may become open and available in the annual vacation calendar. In such circumstances, the Company will provide fourteen (14) calendar days' notice to eligible Dispatch Personnel to express interest in exchanging one (1) of their awarded or assigned Vacation Blocks for the newly available Vacation Blocks. The newly available Vacation Block will be awarded based on a lottery draw amongst those Flight Dispatchers or Lead Flight Dispatchers who have expressed interest according to this process. The fourteen (14) calendar day notice period requirement will not apply if there are less than twenty-one (21) calendar days remaining between the date the Vacation Block becomes available and its start date.
- 32-4.06 In the event the number of vacation hours available to a Flight Dispatcher or Lead Flight Dispatcher does not equal the forty (40) hours necessary for a full Vacation Block, the hours will be converted into a 'vacation day' for every eight (8) hours of available vacation hours and assigned by the Operations Control Centre Workforce Coordinator, or their designate, to an open vacation block, or another vacation block if it is determined by the Company to be operationally feasible. If the Company cannot assign the available vacation hours to an open vacation block or another vacation block, the available vacation hours will be paid out.

### **32-5 STATUTORY HOLIDAYS – GENERAL**

- 32-5.01 The Company observes eleven (11) "Statutory Holidays" defined as the following:
- The ten (10) general holidays defined under the *Canada Labour Code*; and,
  - The Civic Holiday.
- In the event an additional general holiday is proclaimed by the Federal Government, such holiday shall replace the Civic Holiday.
- 32-5.02 For full-time Dispatch Personnel, each Statutory Holiday is credited at eight (8) hours for a total of eighty-eight (88) hours for the calendar year.
- 32-5.03 Statutory Holidays are allocated on January 1 of each calendar year and for Flight Dispatchers and Lead Flight Dispatchers, will be added to vacation credit hours, resulting in an additional two (2) Vacation Blocks and eight (8) vacation hours allowable to be bid as part of the vacation bidding process.

- 32-5.04 In the event the number of Statutory Holiday hours available to a Flight Dispatcher or Lead Flight Dispatcher does not equal the forty (40) hours necessary for a full Vacation Block, the hours will be converted into a 'vacation day' for every eight (8) hours of available vacation hours and assigned by the Operations Control Centre Workforce Coordinator, or their designate, to an open vacation block, or another vacation block if it is determined by the Company to be operationally feasible. If the Company cannot assign the available vacation hours to an open vacation block or another vacation block, the available vacation hours will be paid out.
- 32-5.05 Dispatch Personnel hired during the calendar year or returning from a leave of absence will be entitled to Statutory Holidays at a rate of eight (8) hours for each Statutory Holiday remaining outstanding for the remainder of the calendar year.
- 32-5.06 If a Dispatch Personnel has utilized more Statutory Holiday hours than they have earned, the Company will reconcile any payments for those Statutory Holidays as part of the year end reconciliation process or on the Dispatch Personnel's final paycheck upon cessation of employment.

## **32-6 GUARANTEED DAYS OFF (GDOs)**

- 32-6.01 Flight Dispatchers and Lead Flight Dispatchers are eligible to bid for an additional two (2) GDOs for each awarded or assigned Vacation Block.
- 32-6.02 GDOs may be placed together on either side, or split on either side, of the Vacation Block. Should a Dispatch Personnel not place a GDO on the calendar day preceding the start of their Vacation Block, the Dispatch Personnel is acknowledging that they may be awarded a shift with an end time after the start of the Vacation Block.
- 32-6.03 In the event a Flight Dispatcher or a Lead Flight Dispatcher has multiple consecutive Vacation Blocks, GDOs may only be placed such that a maximum of half of the GDOs are placed on either side of the consecutive Vacation Blocks. The Manager, Flight Dispatch, or their designate, may approve a bid for more than half of the GDOs to be placed on either side of the consecutive Vacation Blocks.
- 32-6.04 If GDOs are not bid, they will be forfeited.
- 32-6.05 A scheduled shift that commences on the day prior to a GDO attached to a Vacation Block may overlap into the first GDO attached to that Vacation Block. However, a shift may not be scheduled to start on a GDO.

## **ARTICLE 33 - SPECIAL DAYS OFF**

- 33-1.01      There are events that occur in a Dispatch Personnel's life where their attendance is crucial (e.g. their wedding or a wedding of a dependent) for monumental, non-annually reoccurring events. In order to address such a requirement, a Dispatch Personnel may request (a) Special Day(s) Off. Such requests are limited to once per calendar year to a maximum of four (4) consecutive unpaid calendar days and shall be made to the Manager, Flight Dispatcher, or designate, at least sixty (60) calendar days in advance of the date of the event. Such requests will not be unreasonably denied.

## **ARTICLE 34 – WORKPLACE RELOCATION**

- 34-1.01 In the event the Company has made the decision to relocate the Flight dispatch office from its current location to one that is greater than one hundred (100) kilometres away, the Company will notify the Association upon the decision being made and provide a minimum of one (1) year notice, except in extenuating circumstances, of the location change.
- 34-1.02 Within seven (7) calendar days of the notice in 34-1.01 being provided, the Parties will meet to discuss potential opportunities to mitigate the impact of the relocation to Dispatch Personnel. As part of these discussions the Parties will mutually agree on a reasonable severance should Dispatch Personnel choose not to relocate.
- 34-1.03 The discussions in 34-1.02 above shall not delay the effective dates of the relocation outlined in the notification.
- 34-1.04 The Company will only provide relocation assistance to Dispatch Personnel when the Company relocates the flight dispatch office according to 34-1.01 above and the Dispatch Personnel is required by the Company to transfer to the new location of the Flight dispatch office.
- 34-1.05 Eligible relocation will be paid by the Company provided the Dispatch Personnel physically and for all purposes relocates their primary residence to the new location of the Flight dispatch office and provided all the following conditions are met:
- a) The relocation is from a residence located outside a 160 km radius of the location of the new Flight dispatch office;
  - b) The relocation is to a primary residence located inside a 160 km radius of the location of the new Flight dispatch office (relocation radius);
  - c) The distance from the previous primary residence to the new primary residence is at least 80 km; and
  - d) The Dispatch Personnel relocates their primary residence no more than twelve (12) months after their start of work at the location of the new Flight dispatch office.
- 34-1.06 The Company shall provide the services of a relocation services provider per the Employee Relocation Policy. The Dispatch Personnel will be assigned with a relocation services counsellor for the full duration of the relocation. Eligible Dispatch Personnel are required to manage relocations through the Company's relocation services provider.

- 34-1.07 The maximum of all associated relocation costs shall not exceed a total of forty thousand dollars (\$40,000) for relocation costs, and twelve thousand five hundred dollars (\$12,500) for land transfer tax.
- 34-1.08 Eligible relocation expenses will be reimbursed only if the Dispatch Personnel submits a detailed receipt for each applicable item to the relocation administrator. Expenses must be submitted within six (6) months of the move to the new primary residence.
- 34-1.09 If a Dispatch Personnel rents a primary residence, the fees paid because of early termination of the lease on the Dispatch Personnel's primary residence will be reimbursed up to a maximum of three (3) months' rent. Any amount charged for damages to the rental property will not be covered by the Company.
- 34-1.10 The Company will cover the expense(s) of relocating one (1) vehicle that is either moved, shipped, or driven. If a car is driven for relocation purposes, the Dispatch Personnel shall be reimbursed in accordance with the automobile allowance rates as per the Canadian Revenue Agency.
- 34-1.11 The Company will pay to move up to fourteen thousand (14,000) pounds of the Dispatch Personnel's household goods. The household move will include packing, shipping, and storage of goods to a maximum of thirty (30) calendar days. Only relocations to and from Canadian residences will be covered.
- 34-1.12 The Company will provide a house hunting trip and reimburse reasonable costs in accordance with the Employee Relocation Policy. The house-hunting trip must be completed on the Dispatch Personnel's personal days off and will not be paid time.
- 34-1.13 Dispatch Personnel who are eligible for relocation assistance shall receive five (5) guaranteed consecutive days off with pay.
- 34-1.14 A Dispatch Personnel must submit their request for the above leave to the Company, at least seventy-two (72) hours prior to the close of bidding for the scheduling period they are requesting the leave.
- 34-1.15 Leave requests made under 34-1.14 will be granted subject to operational requirements or at another mutually agreed time.
- 34-1.16 Dispatch Personnel will be required to provide proof of relocation including, but not limited to, lease and real estate documents, as applicable.

34-1.17

Any Dispatch Personnel who has received any relocation payment and leaves the employment of the Company for any reason within twelve (12) months of relocating will be required to reimburse the Company on a prorated basis for any time remaining in the amortization period. Any repayment owed by the Dispatch Personnel may be deducted from the Dispatch Personnel's final pay.

## **ARTICLE 35 – LAYOFF AND RECALL**

### **35-1 LAYOFFS**

- 35-1.01 The Company shall notify the Association a minimum of forty-five (45) calendar days prior to the anticipated layoff date.
- 35-1.02 Dispatch Personnel on a leave of absence shall not be excluded from the Dispatch Seniority List (DSL) for this purpose.
- 35-1.03 Prior to any layoff(s), all surplus Position(s) shall be to the extent possible first dealt with through the following adjustment plan measures:
- a) Personal Leave of Absence program
  - b) Voluntary Layoff
- 35-1.04 Within seven (7) Calendar days of the notice in 35-1.01 above being provided, the Parties will meet to discuss potential opportunities to mitigate any potential layoff. These discussions shall not delay the effective dates of the layoff outlined in the notification as per 35-2.01 below.
- 35-1.05 In the event of a layoff of Dispatch Personnel, the most junior Dispatch Personnel shall be laid-off. Layoffs shall be made in reverse seniority order, in the Position affected.
- 35-1.06 A Dispatch Personnel on layoff will be eligible for benefits in accordance with the terms and conditions of the Company benefit plan.
- 35-1.07 Upon layoff, a Dispatch Personnel's vacation, Statutory Holiday, and banked time taken/accrued will be reconciled.

### **35-2 NOTICE OF LAYOFF**

- 35-2.01 The Company shall give at least fourteen (14) calendar days' written notice, pay in lieu of notice, or combination thereof to the Dispatch Personnel that it intends to lay off by email to their Company email address.
- 35-2.02 The fourteen (14) calendar day notice period in 35-2.01 above shall not apply due to conditions beyond the Company's control. This shall include but not be limited to the following:
- a) A natural disaster;
  - b) A strike by any other Company employee group or by employees of an airline operating on behalf of the Company;



- c) A national emergency;
- d) A pandemic;
- e) A terrorist act;
- f) An act of god;
- g) A humanitarian crisis;
- h) A war emergency;
- i) Involuntary revocation of the Company's operating certificate(s);
- j) Grounding of a substantial number of aircraft that the Dispatch Personnel provides operational control services for;
- k) A reduction in the Company's operation resulting from a decrease in available fuel supply caused by either governmental action or by commercial suppliers being unable to meet the Company's demands; or,
- l) The unavailability of multiple aircraft scheduled for delivery.

35-2.03 Should the Company invoke provision 35-2.02 above, it will provide the Association with written reasons within forty-eight (48) hours or as reasonably possible.

### **35-3 BUMPING**

35-3.01 Should there be a layoff, the Dispatch Personnel shall be placed on layoff status. The Dispatch Personnel may elect to bump the most junior Dispatch Personnel on the Dispatch Seniority List (DSL). Dispatch Personnel will not be eligible to bump into the Lead Dispatcher, Lead Flight Dispatcher, or Technical Dispatcher Positions unless they have been Active in that Position within the twenty-four (24) month period immediately preceding the issuance date of the Notice of Layoff.

35-3.02 For the purposes of 35-3.01 above, a Dispatch Personnel who elects to bump a junior Dispatch Personnel must notify the Company in writing of such intent within three (3) calendar days of the date the Company sends the email with the Notice of Layoff to the Dispatch Personnel.

35-3.03 A Lead Flight Dispatcher, a Technical Dispatcher, or a Lead Dispatcher who elects to bump or accept recall in a different Position will not retain any rights to their former Position.

35-3.04 A Dispatch Personnel who elects to bump will be subject to a six (6) month freeze in their new Position, starting from the effective date of their transfer to the new Position. During this freeze period, the Dispatch Personnel shall not be eligible to transfer to any other Positions covered under this

Agreement. This six (6) month freeze period may be waived, in whole or in part, by the Company.

- 35-3.05 Dispatch Personnel who exercises their bumping rights and moves into another Position as a result of a Notice of Layoff be paid according to their step and rate in the new Position as set out in this Agreement, starting on the effective date of their transfer to the new Position or the first day of training, whichever is first. A Dispatch Personnel who returns to a prior Position through recall or filling a vacancy will be paid according to their step and rate in the new Position as set out in this Agreement, starting on the effective date of their transfer to the new Position or the first day of training, whichever is first.

#### **35-4 RECALL**

- 35-4.01 If a Flight Dispatcher – Turbojet vacancy arises, the vacancy will first be filled by Dispatch Personnel in order of seniority. Subject to 35-3.04 above, those Dispatch Personnel eligible to fill the vacancy will be those Dispatch Personnel on layoff and those who are Active and occupying a Flight Dispatcher – Turboprop Position. Notices of Recall will be issued concurrently with the vacancy offers made to the Active Dispatch Personnel in Flight Dispatcher – Turboprop Positions in accordance with Article 18 - Filling of Assignments.
- 35-4.02 If a Flight Dispatcher – Turboprop vacancy arises, the vacancy will first be filled by Dispatch Personnel in order of seniority. Those Dispatch Personnel eligible to fill the vacancy will be those Dispatch Personnel on layoff.
- 35-4.03 Subject to 35-3.03 above, if a Lead Flight Dispatcher, Technical Dispatcher, or Lead Dispatcher vacancy arises, the vacancy will first be filled by recalling Dispatch Personnel who held that Position at the time of layoff. If the recall list is exhausted for one of these Positions, any further vacancies for that Position will, subject to 35-3.04 above, be filled in accordance with Article 18 – Filling of Assignments.
- 35-4.04 A written notice of recall (“Notice of Recall”) will be sent by email to the last email address provided to the Company. The email shall be clearly marked as “Recall Notice” on the subject line of the email. The Dispatch Personnel shall be deemed to have received the Notice of Recall on the date the Company sends the email to the Dispatch Personnel. The email shall be formatted to ensure “delivery receipt”.
- 35-4.05 A Dispatch Personnel on layoff must inform the Company of their contact information, including their current address, telephone number, and

personal e-mail address and they must ensure that their contact information on file remains up to date during layoff with the People Department. Dispatch Personnel who do not maintain a valid email address with the Company shall be deemed to have received proper notice upon delivery to the last email address on file and will not be entitled to preference in recall if they do not comply with this requirement.

- 35-4.06 The period of eligible recall shall be sixty (60) months from date of lay-off. After this period expires, the Dispatch Personnel shall be permanently terminated from the employ of the Company and they shall be removed from the Dispatch Seniority List (DSL).
- 35-4.07 A Dispatch Personnel who is recalled to employment will have three (3) calendar days from the date the Company sent the email with the Notice of Recall to advise the Company in writing of whether they accept or decline the Notice of Recall. A Dispatch Personnel will forfeit recall rights if they do not respond within three (3) calendar days of having received the Notice of Recall and will be deemed to have declined the Notice of Recall, will no longer be employed by the Company, and be removed from the Dispatch Seniority List (DSL).
- 35-4.08 If a Dispatch Personnel accepts a Notice of Recall to the Position and qualification that they were operating at the time of layoff, the Dispatch Personnel must report to work by the specified date in the Notice of Recall, which will be no earlier than fourteen (14) calendar days (or less if mutually agreed) from the date the Company sent the email with the Notice of Recall, or the Dispatch Personnel will be deemed to have resigned from their employment with the Company and will be removed from the Dispatch Seniority List (DSL).
- 35-4.09 Dispatch Personnel covered by this Agreement shall be recalled to work for a minimum period of two (2) months.

### **35-5 DEFERRAL OF RECALL**

- 35-5.01 If a Dispatch Personnel is offered recall by the Company, they may decline the Notice of Recall and remain on layoff status, provided there are more junior Dispatch Personnel on layoff who held the same Position at the time of layoff.
- 35-5.02 Any Dispatch Personnel who declines their Notice of Recall pursuant to 35-4.07 above will have no further right to recall until the next Notice of Recall.
- 35-5.03 If all junior Dispatch Personnel who held the same Position at the time of layoff are recalled, the Dispatch Personnel must accept the recall or they will

be deemed to have resigned from their employment with the Company and will be removed from the Dispatch Seniority List (DSL).

### **35-6 GENERAL**

- 35-6.01 A Dispatch Personnel shall retain and continue to accrue seniority during their layoff.
- 35-6.02 A Dispatch Personnel whose qualifications have expired while on layoff shall be re-qualified in the required qualifications at the Company's expense upon accepting recall.
- 35-6.03 The provisions of Article 34 – Workplace Relocation will apply to a Dispatch Personnel on layoff upon their acceptance of a Notice of Recall.
- 35-6.04 Any errors in the administrative process of a Recall within the provisions of this Article will be corrected within seventy-two (72) hours of the error being identified to the Company by either the affected Dispatch Personnel or the Association. Such errors will not be subject to the grievance procedure or any compensation for the period of the time involved.

### **35-7 SEVERANCE PAY**

- 35-7.01 The Company shall provide a Dispatch Personnel, who has completed at least three (3) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, with the minimum termination notice or termination pay in lieu of notice required pursuant to Part III, Division X of the *Canada Labour Code*, as it may be amended.
- 35-7.02 In addition to the termination notice or termination pay in lieu of notice set out in 35-7.01 above, a Dispatch Personnel, who has completed at least twenty-four (24) months of continuous employment with the Company and whose employment is terminated as a result of staff reductions, shall also be entitled to receive one (1) of the following severance options:

Option 1:

- Five (5) days' pay for each completed year of continuous employment the Dispatch Personnel has with the Company as of their effective termination date, up to a maximum of ninety (90) days' pay.

Option 2:

- Two (2) days' pay for each completed year of continuous employment the Dispatch Personnel has with the Company as of their effective termination

date, up to a maximum of ninety (90) days' pay, or five (5) days' pay, whichever is greater; and

- One (1) year of Company standby travel benefits for the Dispatch Personnel, their designated travel companion, and their eligible dependants for each completed year of continuous employment the Dispatch Personnel has with the Company as of their effective termination date.

35-7.03 A "days' pay" for the purposes of this 35-7 Severance Pay shall be calculated as eight (8) hours of wages at the pay rate applicable to the Dispatch Personnel as of the effective date of their layoff.

35-7.04 The use of Company travel benefits by a Dispatch Personnel, or by their eligible dependents or designated travel companions, shall be governed by and must be in compliance with the Company's Travel Privileges Policy.

35-7.05 A Dispatch Personnel, whose employment with the Company is terminated as a result of staff reductions, shall not be entitled to any termination notice, termination pay in lieu of notice, severance pay, or any other pay or entitlements beyond that which is specified in this 35-7 Severance Pay.

## **ARTICLE 36 – LEGAL / MISCELLANEOUS**

### **36-1 INDEMNITY AND DEFENCE**

- 36-1.01 The Company shall hold harmless, indemnify, and provide legal counsel for any Dispatch Personnel in the employ of the Company if they are named as a defendant, or subpoenaed as a witness, by a claimant in legal proceedings arising out of any act or omission of such Dispatch Personnel occurring during the performance of any required or requested duties in the service of the Company, provided the Dispatch Personnel is acting within the course and scope of such duties.
- 36-1.02 The Company's obligations as set out in 36-1.01 above shall not apply if the Dispatch Personnel fails to provide the Company with timely notification of the legal proceedings against them.
- 36-1.03 The Company's obligations as set out in 36-1.01 shall not apply to proceedings initiated by the Company directly against the Dispatch Personnel or to acts or omissions that are the result of willful misconduct or gross negligence.

### **36-2 PROFESSIONAL DISPATCHING**

- 36-2.01 Professional dispatching shall be defined as acting as a Dispatch Personnel providing operational control for remuneration.
- 36-2.02 This Agreement contemplates that all Dispatch Personnel shall devote all of their entire professional dispatching services to the Company unless Company approval is granted. Requests will be considered on a case-by-case basis and will be reviewed based on the nature of the request and operational and business requirements.

## **ARTICLE 37 - CHANGES TO LAW OR REGULATION**

- 37-1.01 Where a regulatory or legislative change affects a term of this Agreement, the Company will, in consultation with the Association, make any changes necessary to comply with the regulatory or legislative change. Nothing in this Article will be construed as preventing the Company from making any changes necessary to comply with the regulatory or legislative changes. The remainder of the Agreement will remain in full force and effect.
- 37-1.02 Should the Company and Association fail to agree on the interpretation or implementation of any changes to the *Canada Labour Code* or the *Canadian Human Rights Act* that affects a term of this Agreement, either Party may file a grievance according to the process outlined in Article Grievance Procedure.
- 37-1.03 If the grievance under 37-1.02 above relates to the implementation of a change by the Company in accordance with 37-1.01 above, the scope of that grievance shall be limited to only consider whether the change implemented by the Company meets the requirements of the change(s) to *Canada Labour Code* or the *Canadian Human Rights Act*, as applicable.

## **ARTICLE 38 – ISSUANCE OF THE AGREEMENT**

- 38-1.01      The Company shall, no later than sixty (60) calendar days after this Agreement becomes effective, publish and maintain the Agreement electronically for the Dispatch Personnel.



## **ARTICLE 39 - DURATION**

- 39-1.01 Except as otherwise provided, this collective agreement shall take effect as of June 1, 2022 and shall remain in full force and effect until May 31, 2032.
- 39-1.02 This Agreement will renew itself upon expiry without change each year thereafter, unless written Notice to Bargain is served by either party within four (4) calendar months immediately preceding the date of expiration of the term of this Agreement. In the event that the Notice to Bargain is provided the Agreement will remain in full force and effect while negotiations are being carried out for renewal of the Agreement or until such time as the parties are in a strike or lockout position as prescribed by the *Canada Labour Code*.

**LETTER OF UNDERSTANDING (LOU) No. 2 – NEW AREA OF OPERATION FOR FLIGHT DECK FAMILIARIZATION FLIGHTS (FDF)**

1. In the event that a new Area of Operation is added to the Company's Air Operator Certificate (AOC) that requires Dispatch Personnel to conduct FDFs for that new Area of Operation, the Company and the Association shall, upon either Party's request, meet to discuss modifying those terms and conditions of the Collective Agreement relating to FDFs in order to meet the new regulatory requirements.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 2 this 6<sup>th</sup> day of May 2022 at Calgary, A.B.

FOR THE COMPANY



---

Scott Wilson  
Vice President, Operations

FOR THE ASSOCIATION



---

Ron Roche  
Local Council Chair, CALDA

**LETTER OF UNDERSTANDING (LOU) No. 3 – Future Pandemics and Sick Leave Bank Refresh**

1. Upon the ratification date of the Collective Agreement, each Dispatch Personnel shall receive a pro rata allotment of their annual sick leave days allotment as set out in Article 15-1 – Sick leave, based on the remaining time left in the calendar year (e.g. a July 1 ratification date would result in a five (5) day paid sick leave allotment). This new allotment will replace any remaining sick leave accrual that the Dispatch Personnel had access to prior to the ratification date.
2. In the event a new global health pandemic with government mandated quarantine measures arises, the Parties will, upon request of either Party, meet to discuss the process for how those quarantine measures will be implemented for Dispatch Personnel and how this will interact with a Dispatch Personnel's sick leave entitlements.

IN WITNESS WHEREOF, the Parties hereto have signed this LOU No. 3 this 6<sup>th</sup> day of May, 2022 at Calgary, A.B.

FOR THE COMPANY



Virginia Swindall  
Senior Manager – Labour Relations

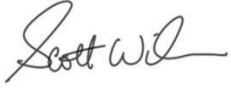
FOR THE ASSOCIATION



Ron Roche  
Local Council Chair, CALDA

Dated at Calgary, the 13<sup>th</sup> day of May, 2022:

**FOR THE COMPANY:**



---

Scott Wilson – Vice-President, Operations



---

Paul Malott – Senior Manager, Flight Dispatch &  
Load Control



---

Virginia Swindall – Senior Manager, Labour  
Relations

**FOR THE ASSOCIATION:**



---

Ron Roche – Local Council Chairperson



---

Andy Farmer – Local Council Vice-Chairperson