



AGREEMENT

BETWEEN

AIR CANADA

AND THE

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS**

EFFECTIVE: April 1, 2011

**AGREEMENT
BETWEEN
AIR CANADA
and the
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
as represented through
DISTRICT LODGE 140
on behalf of
Employees of the Technical Services;
Airport & Cargo Operations
and Logistics & Supply Business Units
of Air Canada
Effective: April 1, 2011**

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DEFINITIONS

- (1) **Company** – means Air Canada as represented through Officers and Supervisors at appropriate levels or their delegated representative.
- (2) **Union** – means the International Association of Machinists and Aerospace Workers as represented through District Lodge 140 by means of General Chairpersons, Committees and Stewards or their delegated representative duly elected and/or approved in accordance with the Union Constitution By-Laws.
- (3) **Agreement** – means that Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed and/or confirmed by responsible Company and Union Officers.
- (4) **Supervisory Personnel** – means any employee whose duty includes the administrative supervision of others and who is not covered by this Agreement.
- (5) **Category** – means a recognized trade or scope of work assignment recognized and agreed to herein.
- (6) **Classification** – means the status of any employee, i.e., Lead Mechanic, Mechanic, Learner, Customer Service Agent, etc.
- (7) **Group** – means the personnel within a specific classification of category, i.e., Lead Mechanic.
- (8) **Point** – means a designated station within which seniority privileges are confined for certain employees.
- (9) **Seniority Division** – means a designated grouping of stations within which seniority privileges are available to certain employees.
- (10) **System** – means the designated Seniority Divisions of each Business Unit within which seniority privileges are available to certain employees.
- (11) **Bumping** – means the adjustment process by which personnel laid-off may assert their seniority rights over less senior personnel.
- (12) **Set-Back** – means a reclassification to a lower classification because of changes in classification strength under circumstances where vacancies exist in the lower classifications.
- (13) **Demotion** – means a reclassification to a lower classification because of lack of ability or disciplinary action.

(14) **Business Unit** – means, for the purpose of this Agreement, Business Units designated as such in the Organization Section of the Company Regulations Manual;

i.e., Technical Services
Airport & Cargo Operations
Logistics & Supply

(15) **Requirements of the Service** – means an unforeseen circumstance, or combination of circumstances which calls for immediate action, as well as that planning which is intended both to prevent such situations and to maintain normal operations.

(16) **Gender** – whenever male gender (he) is used, it is meant to reflect he/she.

(17) **Single Vertical Line** – means a paragraph revision effective with the current Agreement.

ARTICLE 1 – PREAMBLE

1.01 This Agreement, made and entered into this 1st day of April 2011, by and between Air Canada, hereinafter referred to as the "Company" and the International Association of Machinists and Aerospace Workers, hereinafter referred to as the "Union", supersedes the Agreement between the Company and the Union dated the 1st day of July 2009.

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

It is in the mutual interest of the Company, the Union and the employees to continually strive for a viable and economic operation.

Collaborative efforts towards achieving and sustaining efficiency and economy of operations, will provide to the fullest extent possible, continued employment for all employees. Therefore, there is a constant need to derive the full benefits of changes in technology, optimum utilization of manpower and to avoid inflexible lines of work jurisdiction, outmoded procedures and inefficiencies, with their inherent costs.

No employee covered by this Agreement will be interfered with, restrained, coerced, or discriminated against by the Company, its officers or agents, because of membership in or lawful activity on behalf of the Union.

1.03 The Company and the Union agree to abide by all the procedures provided by this Agreement and the Canada Labour Code, Part I for the purpose of peaceful settlement of disputes. This Code provides that employees may legally strike and the Company may lockout, following completion of the bargaining and conciliation process at the termination of an Agreement. However, in view of the orderly procedure established by this Agreement, as required by the Code, for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial and the Company agrees that there shall be no lockout, either complete or partial.

- 1.04 The parties agree that it is to their mutual advantage to expeditiously respond to the need for temporary or permanent changes to the terms and conditions of this agreement in order to meet corporate, system or local business initiatives, or to meet competitive or performance requirements. It is agreed that the appropriate explanation of the situation and the specific change to the Collective Agreement will be identified, in writing to the Director, Labour Relations – Technical Services and the National President and Directing General Chairperson (or his delegate), District Lodge 140, by the party requesting the change.

Approval of such requests will be by means of a Memorandum of Agreement between the Committee of General Chairpersons (Subject to District Lodge 140 Bylaws) and Corporate Labour Relations. Decisions on such matters will be made within thirty (30) calendar days of receipt of the request. In special situations where the business priority or competitive requirement necessitates, a decision within seven (7) calendar days may be requested.

ARTICLE 2 – UNION RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for employees of the Technical Services Business Unit, Airport and Cargo Operations Business Unit, and Logistics & Supply Business Unit in the categories and classifications as listed in Articles 4, 6 and 8 of this Agreement.
- 2.02 Hours of labour, wages and other conditions of employment, as governed by this Agreement, apply only to those employees within the territorial limits of Canada and those classifications specifically mentioned herein, subject only to provisions in Article 16.11.10.
- 2.03 Those employees assigned to any station or base outside of the territorial limits of Canada will be covered by a Letter of Contract for the duration of such assignment. A copy of each such letter shall be supplied to the Union.
- 2.04 For the purposes of the application of certain provisions of this Agreement, the Technical Services Business Unit, Airport & Cargo Operations Business Unit and Logistics & Supply Business Unit are each divided into areas, hereinafter referred to as "Seniority Divisions".
- 2.05 These Seniority Divisions and the stations or points therein are listed in Article 4.01 for the Technical Services Business Unit, in Article 6.01 for the Airport & Cargo Operations Business Unit, in Article 8.01 for the Logistics & Supply Business Unit.

ARTICLE 3 – RESERVATIONS OF MANAGEMENT

- 3.01 Subject to the provisions of this Agreement, the control and direction of the working forces, including the right to hire, suspend or discharge for just cause, dispense with, to advance or set back in classification, to reassign, to transfer or lay-off because of lack of work or for other legitimate reasons, is vested solely in the Company.
- 3.02 These enumerations shall not be deemed to exclude other prerogatives not enumerated and any of the rights, powers or authority of the Company are retained by the Company, except those which are subject to the provisions of this Agreement.
- 3.03 It is understood that none of the foregoing shall detract from the right of the employee to lodge a grievance in the manner and to the extent herein provided

ARTICLE 4 – SCOPE OF AGREEMENT – TECHNICAL SERVICES

4.01 SENIORITY DIVISIONS

The Seniority Divisions into which the Technical Services Business Unit is divided are as follows:

EASTERN – that part of Canada lying east of Thunder Bay.

WESTERN – that part of Canada lying west of and including Thunder Bay.

4.02 CATEGORIES

All personnel within Technical Services within the following work categories and in classifications, as enumerated in Article 4.03, are covered by this Agreement.

Nothing in this agreement prevents an employee from performing either on a day to day or regular basis, any function or task that is generally performed by any category, provided that the employee is competent to perform the work required.

Any efficiencies attained out of this flexibility is not intended to eliminate a category.

Category 1 – Aircraft Line Maintenance

Comprising those employees engaged in the line maintenance of the aircraft and power plants and in the overhaul of the aircraft proper.

Personnel hired into this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

Category 2 – Unassigned

Category 3- Unassigned

Category 4 – Process Auditor – Aircraft

Comprising those employees engaged in the audit of any work or work process related to the maintenance of aircraft.

Personnel hired into this category will be required to maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License.

Category 5 – Unassigned**Category 6 - Unassigned****Category 7 – Unassigned****Category 8 – Unassigned****Category 9 – Unassigned****Category 10 – Unassigned****Category 11 – Unassigned****Category 12 – Unassigned****Category 13 – Upholstering, Trim Overhaul and Fabrication**

Comprising those employees engaged in the overhaul and repair of all aircraft furnishings, fabric work and fabrication of parts, etc.

Category 14 – Painting

Comprising those employees engaged in performing all paint work required, relative to the aircraft, engines, propellers, instruments, accessories, buildings and ground equipment.

Category 15 – Unassigned**Category 16 – Unassigned****Category 17 – Unassigned****Category 18 – Unassigned****Category 19 – Structures**

Comprising those employees engaged in the repair, installation, modification and fabrication of aircraft structural components and parts and aircraft plumbing systems.

Personnel hired into this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

Category 20 – Unassigned**Category 21 – Welding**

Comprising those employees engaged in the welding of aircraft or engine parts or related work.

Category 22 – Unassigned**Category 23 – Ground Support Equipment (GSE)**

Comprising those employees engaged at certain points and to the extent required by the Company, in the trade of mechanic, including the repair and overhaul of ground equipment and of automotive equipment.

Category 24 – Plant Maintenance (Electrical)

Comprising those employees engaged in the installation and maintenance of service and distribution electrical systems, forming an integral part of the buildings occupied by the Company.

NOTE: In addition to the above, personnel in this category may be required, by the Company, to carry out specialized electrical functions associated with the maintenance and overhaul of ground equipment, the prime responsibility for which is assigned to Category 23 employees.

It is agreed that where an individual is in effect responsible for that plant electrical systems by virtue of either:

- a) Being assigned as a Lead Mechanic to the maintenance of plant electrical systems or otherwise being considered as in charge of that function at facilities where only single shift five (5) day coverage is required, or
- b) Being assigned to provide plant electrical system maintenance coverage on week-ends or shifts other than the day shift, where the Company requires such additional coverage because of the complexity of the facility,

the Company will pay Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, as added compensation for such additional responsibility.

Category 25 – Woodworking

Comprising those employees engaged in the trade of carpentry in all Business Units.

Category 26 – Aircraft Support Equipment (ASE)

Comprising those employees engaged at certain points and to the extent required by the Company, in the trade of millwright or mechanic, including the repair of Aircraft Support Equipment.

Category 27 – Facilities Maintenance (CRE)

Comprising those employees engaged at certain points and to the extent required by the Company, in the trade of mechanic, including the repair and overhaul of Company facilities, including Heating, Ventilation and Air Conditioning (HVAC) systems.

Category 28 – Unassigned**Category 29 – Unassigned****Category 30 – Helping**

Comprising those employees engaged as Mechanics' helpers.

Category 31 – Unassigned**Category 32 – Unassigned****Category 33 – Aircraft Cleaning**

Comprising those employees engaged in the cleaning of aircraft exteriors (including furnishings) and other operational cleaning functions relative to aircraft, parts and associated equipment.

Category 34 – Building & Facilities Cleaning

Comprising those employees engaged in the cleaning and care of the property and premises of the Company and any non-mechanical manual labour tasks.

Category 35 – Unassigned**Category 36 – Heating, Power and Stationary Plant Operation**

Comprising those employees engaged in the operation and maintenance of the power house/boiler room equipment and the monitoring and servicing of related systems, including running repairs and maintenance of that equipment as may be specified by the Company.

Category 37 – Plant Maintenance (Plumbing and Steamfitting)

Comprising those employees engaged in the installation and maintenance of service and distribution pipe line systems forming an integral part of the buildings occupied by the Company.

NOTE: In addition to the above, personnel in this category may be required, by the Company, to carry out specialized pipe fitting functions associated with the maintenance and overhaul of ground equipment, the prime responsibility for which is assigned to Category 23 employees.

It is agreed that where an individual is in effect responsible for the plant pipe line systems by virtue of either:

- a) Being assigned as a Lead Mechanic to the maintenance of plant pipe line systems or otherwise being considered as in charge of that function at facilities where only single shift five (5) day coverage is required, or
- b) Being assigned to provide plant pipe line systems maintenance coverage, on weekends or shifts other than the day shift, where the Company requires such additional coverage because of the complexity of the facility,

The Company will pay Ten Dollars (\$10.00) per month, in excess of the normal rate of pay, as added compensation for such additional responsibility.

Category 38 – Aircraft Avionics Maintenance

Comprising those employees engaged in the maintenance of aircraft electrical, electronic and instrument systems.

Personnel hired in this category after June 29, 2001 will be required to obtain and maintain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License and a Company approved Aircraft Certification Authority (ACA).

In addition, personnel in this category hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

ACM Communicator

Will be responsible for maintaining the integrity of work accomplishment documentation within ACM. Liaise and provide assistance to other departments as required such as Planning, Technical Records, Customer Billing, Contracts, Fleet Management.

Technical Data Control and Office Support -

Comprising those employees engaged in general clerical duties and the coordinating, controlling, and processing of data related to Technical Services. These employees also perform importing and exporting duties as they relate to the support of Technical Services.

In Ground Support Equipment (GSE) this may include billing, invoicing, maintaining employee records and asset management.

Technology Support

Comprising those employees engaged in providing technological support to end users of systems that are specifically designed and operated in support of Technical Services.

Planning -

Comprising those employees engaged in planning functions as they relate to the support of aircraft, component or engine maintenance work performed.

Technical Writing -

Comprising those employees engaged in the development, preparation and maintenance of technical instructions and documentation as required by Technical Services.

4.03 CLASSIFICATIONS – TECHNICAL SERVICES

The following are the employee classifications of the Technical Services Business Unit within the categories enumerated in Article 4.02, covered by this Agreement.

NOTE: See Memorandum No. 1, re Promotion to, Transfer and Bumping In and Retention of a Licensed Classification – Technical Services.

The Company will not replace a classification within the Agreement by a management classification.

4.03.01 Unassigned

4.03.02 Shift Foreman

Must possess the qualifications of a Lead Mechanic in the category in which he is employed and in addition, must be able to take complete charge of a shift when the Foreman is not on duty.

4.03.03 Process Auditor – Aircraft

Must, as minimum, possess the qualifications of a Licensed Aircraft Technician (LAT), in Category 1, 19 or 38, with sufficient knowledge and ability to audit any work or work process as it relates to the maintenance of aircraft.

4.03.04 Unassigned

4.03.05 Aircraft Technician –

Must be employed in Category 1, 19 or 38 with the ability to use the correct tools, methods, techniques and equipment required to perform aircraft maintenance.

Employees hired after June 29, 2001, must hold a suitably rated Aircraft Maintenance Engineer (AME) License.

Employees hired prior to June 30, 2001, are not required to hold an Aircraft Maintenance Engineer (AME) License.

4.03.06 Licensed Aircraft Technician –

Must be employed in Categories 1, 19 or 38 and possess the qualifications of an Aircraft Technician with an Air Canada “Aircraft Certification Authority” (ACA) applicable to the types of aircraft expected to be maintained. The LAT will exercise the privileges of their Aircraft Certification Authority (ACA) including providing technical job direction and mentoring to ATs and other LATs. In addition must possess any additional authorization as required for in the applicable category.

4.03.07 **Lead Licensed Aircraft Technician -**

Is a working member of the team and must possess the qualifications of a Licensed Aircraft Technician. The LLAT has the ability to direct and supervise the work of others. The LLAT will provide the leadership functions as required to co-ordinate the assignment of personnel to maximize the work plan with Team Leaders, Planners, other LLAT and Leads.

4.03.08 **Lead Mechanic -**

Must possess the qualifications of a Mechanic in the category in which he is employed, plus the ability to satisfactorily direct the work of others.

4.03.09 **Mechanic -**

Must have served a recognized apprenticeship or have served a minimum of four (4) years with the Company as a Learner One (1) through Junior Mechanic Four (4), or have equivalent experience at the trade at which he is employed and must possess the ability to carry out any work in his trade from blueprint or engineering drawings.

4.03.10 **Junior Mechanic -**

Must have served two (2) years with the Company as a Learner One (1) through Learner Four (4), or have had equivalent experience in other employment and as a condition of employment, must attend as applicable and graduate from "Trade Category Training" (Ref. Maintenance Technical Recruiting, Training and Certification Manual, Chapter 4, Section 22).

4.03.11 **Learner -**

Is employed by the Company to learn a trade associated with airline operations as defined under "Categories", Article 4.02 of this Agreement and as a condition of employment, must attend as applicable and graduate from "Basic and General Knowledge Training" (Ref. Maintenance Technical Recruiting, Training and Certification Manual, Chapter 4, Section 21).

4.03.12 **Unassigned**

4.03.13 **Unassigned**

4.03.14 **Unassigned**

4.03.15 Helper -

Must be familiar with procedures and equipment used by tradesmen and have the ability to act as an assistant to mechanical classification as required. While performing such duties, they will not be required to accept responsibility for their workmanship, their work being solely that of an assistant.

NOTE: This Agreement covers only Helpers employed solely as such and nothing herein shall prevent the Company from requiring any qualified employee to perform work of this nature when necessary.

4.03.16 Unassigned**4.03.17 Cleaner -**

Is employed by the Company to clean aircraft exteriors, interiors (including furnishings), perform other operational cleaning functions relative to aircraft, parts and associated equipment.

4.03.18 Lead Cleaner -

Must know the requirements necessary to properly clean aircraft exteriors, interiors (including furnishings), other operational cleaning functions relative to aircraft, parts and associated equipment and as a working member of a group, have the ability to direct the work of others.

4.03.19 Lead Building Attendant -

Must know the requirements necessary for the proper care and cleaning of Company property and premises and have the ability to direct the work of others.

4.03.20 Building Attendant -

Is employed by the Company to clean and care for the property and premises of the Company and may be called upon to perform other non-mechanical duties.

4.03.21 Licensed Stationary Plant Operator (Third Class or Equivalent) -

Is employed by the Company to handle the monitoring, operating and servicing of power house/boiler room equipment and related systems, including running repairs and minor maintenance of that equipment, as may be specified by the Company. Must possess a valid Third Class Certificate issued by the appropriate authorities.

4.03.22 Licensed Stationary Plant Operator (Fourth Class) -

Is employed by the Company to handle the monitoring and operating of power house/boiler room equipment and related systems, including such servicing of that equipment, as may be specified by the Company. This classification shall only apply at those locations where a license is required by law.

NOTE: Reclassification to Licensed Stationary Plant Operator (Third Class or Equivalent), will be automatic, following completion of qualifications and receipt of a valid Third Class Certificate issued by the appropriate authorities.

4.03.23 Stationary Plant Operator -

Is employed by the Company to handle the monitoring, operating of power house/boiler room equipment and related systems, including such servicing of that equipment, as may be specified by the Company.

4.03.24 Facilities Cleaner -

Is employed by the Company to perform light cleaning (e.g., washrooms, lunchrooms, etc.) and other duties of a like nature.

4.03.25 Licensed Stationary Plant Operator (Second Class) -

Is employed by the Company to operate and maintain the power house/boiler room equipment. In addition, will be required to monitor, operate and service related systems, including running repairs and maintenance of that equipment, as may be specified by the Company. Must possess a valid Second Class Certificate issued by the appropriate authorities and have the ability to satisfactorily coordinate the function.

Note: In addition to the above, it is agreed that where an individual is assigned as a leader of a shift and is considered in charge, the Company will pay one dollar and eighty-four cents (\$1.84) per hour worked in addition to their normal rate of pay for such additional responsibility.

4.03.26 **Unassigned**

4.03.27 **Unassigned**

4.03.28 **Unassigned**

4.03.29 **Unassigned**

4.03.30 **Unassigned**

4.03.31 **Unassigned** |4.03.32 **System Support Analyst -**

Must be knowledgeable in computer technology in order to provide assistance, as required, to end users of systems that are specifically designed in support of Technical Services.

4.03.33 **Unassigned** |4.03.34 **Technical Data Processor –**

Must have the ability to provide general clerical and administrative tasks and duties as required in Technical Services and to provide support by maintaining various types of reports, files and systems such as Sinex, Artos, Promis, etc. In addition, may be assigned to provide administrative support to the Customs & Transportation work group and any other related clerical or auditing duties.

4.03.35 For the following classifications an employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

4.03.36 **Technical Data Controller -**

Must have the qualifications of a Technical Data Processor and the ability to update manuals and automated records systems including the control of critical life-limited units, as well as collect and report fleet reliability data and perform required associated duties. In addition, may be assigned to process required regulatory documentation for material or property through various ports of entry.

4.03.37 **Technical Data Controller – Configuration Control**

Must have the qualifications of a Technical Data Controller, knowledge of aircraft configuration control and demonstrated knowledge of the configuration modules of the applicable database systems.

4.03.38 **Senior Technical Data Controller-**

Must have the qualifications of a Technical Data Controller and, as a working member of a group, have the ability to train and satisfactorily direct the work of others with minimum supervision.

4.03.39 Senior Technical Data Controller - Customs

Must have the qualifications of a Technical Data Controller and, as a working member of a group, have the ability to train and satisfactorily direct the work of others with minimum supervision. Personnel in this classification will be required to liaise with Canada Customs and any other agency, as required, in order to arrange customs clearance for aircraft and aircraft-related materials or parts.

4.03.40 Senior Technical Data Controller – Ground Support Equipment (GSE)

Must have the qualifications of a Technical Data Controller and, as a working member of a group, have the ability to train and satisfactorily direct the work of others with minimum supervision. Personnel in this classification perform system wide general administrative duties in GSE. This includes tasks related to support for internal and external customers such as billing, database maintenance and other related duties.

4.03.41 Planner:

Must, as a minimum, have proven ability and skills required in order to plan work and work events.

In addition, personnel in this classification who hold seniority in Category 1, 19 or 38 hired prior to June 30, 2001, who obtain a suitably rated Transport Canada Aircraft Maintenance Engineer (AME) License through self-study, in order to credit towards their Aircraft Certification Authority (ACA), shall receive a five-hundred dollar (\$500.00) payment.

4.03.42 Licensed Planner:

Must, as a minimum, possess the qualifications of a Licensed Aircraft Technician in Categories 1, 19 or 38 and have the ability to plan work or work events.

4.03.43 Unassigned

4.03.44 Unassigned

4.03.45 **Technical Writer (Aeronautics) -**

Must, as a minimum, possess the qualifications of a Mechanic/Aircraft Technician in an aviation-related category and be knowledgeable in computer technology in order to update aircraft maintenance program documentation, manuals, instructions for aircraft and related components operated by the Company and perform associated duties as required.

4.03.46 **Licensed Technical Writer -**

Must, as a minimum, possess the qualifications of a Licensed Aircraft Technician in Category 1, 19 or 38 and be knowledgeable in computer technology in order to update aircraft maintenance program documentation, manuals, instructions for aircraft and related components operated by the Company and perform associated duties as required.

4.03.47 **Unassigned**

4.03.48 **Unassigned**

4.03.49 **Unassigned**

4.03.50 **Technical Instructor – Ground Support Equipment Maintenance**

Must meet the occupational standards for the subject to be taught, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver technical training using various methods and strategies, in addition act as subject matter experts in the development of courseware in compliance with Company and the applicable regulatory standards.

4.03.51 **Technical Writer – Control Manual**

Must be knowledgeable in the development of procedures, policies and standards and must possess sufficient skills in the use of process improvement techniques and business tools, including but not limited to software applications and protocols such as Visio and SGML. In addition, employees must be knowledgeable of the Canadian Aviation Regulations and other applicable regulations and standards to ensure continued compliance of the Control Manual.

4.03.52 **Unassigned**

4.03.53 **Unassigned**

4.03.54 **Unassigned**

4.03.55 **Business Analyst – Technical Services**

Must be knowledgeable in computer technology in order to analyze, specify, document and validate business needs as it relates to Technical Services

4.03.56 **Unassigned**

4.04 **GENERAL**

- 4.04.01 The number of Lead Licensed Aircraft Technicians, in Categories 1, 19 or 38 shall be established solely by the Company.
- 4.04.02 The number of Lead Mechanics will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Mechanics, Juniors and Learners to the Lead Mechanics in a category, at any one point, will not exceed sixteen (16) to one (1).
- 4.04.03 It is agreed that a Lead Licensed Aircraft Technician may assign work to Licensed Aircraft Technicians, Aircraft Technicians, Mechanics, Juniors and Learners from any category.
- 4.04.04 Notwithstanding the terms of the ratio as provided for in Article 4.04.02 above, it is further agreed that the number of Mechanics, Juniors and Learners assigned to any one (1) Lead Mechanic shall not exceed sixteen (16).
- 4.04.05 Personnel in Categories 1, 4, 38 and in the Planning and the Technical Writing categories holding more than one (1) active "Aircraft Certification Authority" (ACA) for aircraft currently operated by the Company, will receive an endorsement premium of Ninety Dollars (\$90.00) per month, in addition to their normal rate of pay. This premium will be paid for each active "Aircraft Certification Authority" (ACA) in excess of the first ACA. Effective April 1, 2015, the monthly premium will increase to One Hundred Dollars (\$100.00) for all LAT 5 employees.
- 4.04.06 Unassigned
- 4.04.07 Aircraft Technicians in Category 19 who hold a Composite Repair endorsement shall receive a premium of Ninety Dollars (\$90.00) per month.
- Should a Category 19 Aircraft Technician obtain an AME, he shall forfeit the \$90.00 premium and will be compensated at the applicable LAT rate of pay.
- 4.04.08 A monthly skills premium of Fifty Dollars \$50.00 will be paid to employees in Categories 14, 21, 23, 24, 25, 36 and 37.

4.05 **Vacancies**

The filling of vacancies to classifications listed below shall be as follows:

Vacancy Notices (unless stated otherwise) will be as follows:

NOTE 1: It is agreed that the procedures and principle of Promotion Bulletins and the privileges of above basic will be applied for administrative purposes for the vacancy notice listed below.

NOTE 2: In the event of no qualified applicants, the Company will hire externally as required.

NOTE 3: An employee who does not successfully meet the requirement of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

4.05.01 **Technical Data Controller**

Transfers to Technical Data Controller will be offered in order of seniority, at the point, to the permanent senior Data Processor who has met the requirements of Article 4.05.16 prior to the vacancy being available.

Note: Technical Data Controller employee requested transfers from other stations will be actioned if the employee's seniority in the Technical Data Processor classification is greater than that of the above eligible candidates.

4.05.02 **Technical Data Controller – Configuration Control**

Promotional Bulletins for Technical Data Controller – Configuration Control will be addressed to Technical Data Controllers who have 5 years data control experience in aircraft/engines records and meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.03 **Senior Technical Data Controller**

Promotional Bulletins for Senior Technical Data Controllers will be addressed to Technical Data Controllers who have 5 years of data/reliability experience and meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Note: Secondary consideration will be given to qualified candidates who have less than five (5) years experience.

4.05.04 **Senior Technical Data Controller – Customs**

Promotional Bulletins for Senior Technical Data Controllers - Customs will be addressed to Technical Data Controllers who have 5 years of customs experience and meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Note: Secondary consideration will be given to qualified candidates who have less than five (5) years experience in customs.

4.05.05 **Senior Technical Data Controller – GSE**

Promotional Bulletins for Senior Technical Data Controller – GSE will be addressed to Technical Data Controllers who have 5 years of GSE experience and meet the qualifications of article 4.05.16. Selection will be in accordance with article 16.11.05 and Letter of Understanding No. 4.

Note: Secondary consideration will be given to qualified candidates who have less than five (5) years experience in GSE.

4.05.06 **Planner**

Addressed to all employees covered by the Agreement at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

Secondary consideration will be given to qualified applicants from classifications within Logistics & Supply or Airports & Cargo Operations.

4.05.07 **Licensed Planner**

Addressed to Licensed Aircraft Technicians or Planners at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.08 **Unassigned**

4.05.09 **Unassigned**

4.05.10 **Technical Writer (Aeronautics)**

Addressed to Mechanics/Aircraft Technicians in aircraft related technical categories at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.11 **Licensed Technical Writer**

Addressed to Technical Writer (Aeronautics) and Licensed Aircraft Technicians in Categories 1, 19 or 38 at the point who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.12 **Unassigned**

4.05.13 **Unassigned**

4.05.14 **Unassigned**

4.05.15 **Technical Instructor – Ground Support Equipment Maintenance**

Addressed to all employees covered by the agreement who, as a minimum meet the requirements of article 4.05.16 (GSE (Automotive) Technical Instructor) and who possess an Automotive Service Technician, Commercial Transport Mechanic and/or Heavy-Duty Mechanic certification. Selection will be in accordance with article 16.11.05 and Letter of Understanding No.4.

Secondary consideration will be given to qualified applicants from classifications within Logistics and Supply or Airports and Cargo Operations.

4.05.16 Please refer to the chart at the end of this article

4.05.17 **Business Analyst – Technical Services**

Addressed to System Support Analysts who, as a minimum meet the requirements of Article 4.05.16. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.18 **Technical Writer – Control Manual**

Addressed to all employees covered by the agreement at the point who, as a minimum meets the requirements of Article 4.05.16. Selection shall be in accordance with Article 16.11.05 and Letter of Understanding #4.

Secondary consideration will be given to qualified applicants from classifications within Logistics and Supply or Airports and Cargo Operations.

4.05.19 **Unassigned**

4.05.20 **Unassigned**

4.05.21 **Unassigned**

4.05.22 Employees selected to Promotional Bulletins or Vacancy Notices for the above classifications will normally be required to remain in their positions for a minimum of twenty four (24) months.

4.05.23 Process Auditor

Promotional Bulletins addressed to those employees who hold the qualifications of a Licensed Aircraft Technician in Category 1, 19 or 38 who meet the requirement of Article 4.03.03. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.24 Unassigned**4.05.25 Lead Licensed Aircraft Technician**

Promotional Bulletins addressed to those employees who hold the qualifications of a Licensed Aircraft Technician in Category 1, 19 or 38 who meet the requirement of Article 4.03.07. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.26 Lead Mechanic

Promotional Bulletins addressed to those employees who hold the qualifications of a mechanic in the category concerned who meet the requirement of Article 4.03.08. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.27 Unassigned**4.05.28 Unassigned****4.05.29 Lead Cleaner**

Promotional Bulletins addressed to Cleaners Category 33 who meet the requirement of Article 4.03.18. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.30 Lead Building Attendant

Promotional Bulletins addressed to Building Attendants Category 34 who meet the requirement of Article 4.03.19. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.31 Unassigned**4.05.32 Unassigned****4.05.33 Unassigned****4.05.34 Unassigned**

4.05.35 **Shift Foreman**

Promotional Bulletins addressed to Lead Mechanics in which he is employed who meet the requirement of Article 4.03.02. Selection will be on the basis of basic category seniority and in accordance with Article 16.11.05 and Letter of Understanding No. 4.

4.05.36 Seniority privileges for external employees hired into the above classifications will be limited to those categories and classifications in which an employee establishes seniority

4.05.16

	Qualifications of Technical Data Processor	Qualifications of Technical Data Controller	Customs Background	Five (5) years Technical Services or Logistics & Supply experience	Five (5) years experience as a Technical Data Controller in Aircraft/engine Technical Records	Two (2) Years Material Control Experience	Years of EMC Experience	Hold a valid Transport Canada AME License (M2, E, S as applicable)	Aircraft Certification Authority (ACA)	Minimum of two (2) years of experience in the maintenance of transport category aircraft	Word Level 1	Excel Level 1	Power Point Level 1	Artos	RES	AMTAC	ACCESS	Ability to write clear/concise Tech Instructions	Free of any restrictions that will prevent entry into other countries (ability to hold a passport)	Demonstrated Skill in area of expertise	Qualifications of GSE Station Coordinator	College Diploma in Computer Science and 4 years experience in computer transcription	College Diploma from a recognized Aeronautical College	College Diploma from a recognized technical institute in a chemical science discipline	LOU #4
Planner										X	X		X							X					X
Licensed Planner								X	X	X	X		X							X					X
Material Planner						X				X	X		X												
Line Expeditor				X						X	X		X	X	X					X					X
Sr Tech. Data Cntrl (Customs)		X	X							X	X	X					X								X
Sr Tech. Data Controller		X								X	X	X					X								X
Tech. Data Controller Config. Cont		X			X					X	X	X					X			X					X
Tech. Data Controller	X									X	X						X								
Tech. Writer (Aeronautics)										X	X							X		X					X
Tech. Writer (Control Manual)										X	X	X						X		X					X
Licensed Technical Writer								X	X	X	X							X		X					X
Business Analyst – Technical Services										X	X	X	X			X	X					X			X
Sr Tech Data Cntrl GSE		X								X	X	X								X	X				X

X = Essential qualifications

4.05.16

	Hold a valid Truck & Coach, Heavy Duty or Automotive Certification	Minimum of two (2) years of experience in the maintenance of Airline Ground Support Equipment	Hold a valid Transport Canada AME License (M2, E, S as applicable)	Aircraft Certification Authority (ACA)	Minimum of two (2) years of experience in the maintenance of transport category aircraft	Word Level 1	Power Point Level 1	M5 Maintenance Program	UPS Fleet Maintenance Program	Ability to write clear/concise Tech Instructions	Free of any restrictions that will prevent entry into other countries (ability to hold a passport)	Demonstrated Skill in area of expertise	LOU #4
GSE (Automotive) Technical Instructor	X	X				X	X	X	X	X	X	X	X
ACM Trainer				X*		X	X			X		X	X

X = Essential qualifications

* = Applicable aircraft certification authority (ACA) when required for licensed categories

NOTE: For the second posting of Promotional Bulletins and for the posting of Vacancy Notices, the requirement to qualify thirty (30) days prior is not applicable.

4.06 JOINT TRAINING AND LICENSING COMMITTEE

4.06.01 The purpose of this Joint Committee is to discuss and resolve issues, thereby enhancing the overall effectiveness and quality of technical training in Technical Services. The Joint Training and Licensing Committee will also determine the contents of Chapter 4 of the Maintenance Technical Recruiting, Training and Certification Manual (Publication 831). Revisions shall be agreed to by the Joint Training and Licensing Committee unless required by a Government Regulatory authority.

4.06.02 This Joint Committee will:

A) Maintain all agreements, policies and procedures related to the sections of Chapter 4 of Publication 831.

NOTE: The J.T.L.C is not considered part of the grievance procedure as provided for in Article 17.03 although, subject to agreement between the Company and the Union, matters may be referred to the J.T.L.C.

B) Act as a resource body to provide meaningful input to issues related to training and licensing.

4.06.03 This Joint Committee will be comprised of the following:

A) Three (3) representatives appointed by the Union.

B) Management representatives (not to exceed Three (3) in number).

NOTE: In addition, the Joint Training and Licensing Committee may establish sub-committees to assist in the carrying out of its mandate.

4.06.04 In the event the Joint Training and Licensing Committee is unable to reach consensus on any issue within their mandate, the matter will be referred to the Director, Airworthiness. Failing resolution the matter will be reviewed by the Parties at the U.M.C.M. level. Failing agreement at U.M.C.M., the matter may be referred to third party mediation. Pending resolution of any disputes provided for in this paragraph, the status quo shall prevail.

4.06.05 Members of the Joint Training and Licensing Committee shall be provided with a Terms of Reference, agreed to between the Company and the Union, for the operation of the Joint Committee.

4.06.06 Monetary and collective bargaining issues are not included in the mandate of the Joint Training & Licensing Committee (unless input is requested by the UMCM).

- 4.06.07 Meetings of the Joint Training and Licensing Committee may be called as necessary by either the Union or the Company.

ARTICLE 5 – RATES OF PAY – TECHNICAL SERVICES

- 5.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty two and one half (42 1/2) hours with a one half hour unpaid meal period; if the scheduled working hours are reduced below forty two and one half (42 1/2) hours, the rate of pay shall be correspondingly reduced.
- 5.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.
- 5.03 Scheduled advancement in pay within the salary scales established for Learners and Junior Mechanics shall, subject to other provisions of this Agreement, be automatic upon the first day of the pay period following completion` of the requirements (in any one category) specified below.
- a) Twenty-six (26) weeks must have elapsed since the date of his last reclassification in the category.
 - b) During the twenty-six (26) week period, the employee must have actually worked a minimum of 952 hours on a 5/2 type work schedule or 880 hours on a 6/3 type work schedule (or their equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time actually worked in the category.
 - c) Time worked in a higher classification in the category, shall be considered as time actually worked in accordance with b).

NOTE: For out-of-category assignments see Article 5.03.12

- 5.03.01 Employees hired into the classifications of Cleaner, Building Attendant, Facilities Cleaner, scheduled advancement in pay will be automatic upon the first day of the pay period, following completion of one (1) year's service for each level of the salary scale.

NOTE 1: Employees with a Company Service Date prior to November 9, 1985, transferring into the above-mentioned classifications, will commence at the third (3rd) level of the salary scale.

NOTE 2: For out-of-category assignments see Article 5.03.12

- 5.03.02 In the case of the Helper 1 classification, advancement in pay to Helper 2 classification shall be automatic upon the first day of the pay period, following completion of one (1) year's service in the Helper 1 classification.

NOTE: For out-of-category assignments see Article 5.03.12

5.03.03 In the case of the Mechanic, Aircraft Technician (AT) or Licensed Aircraft Technician, advancement in pay within the classification shall be automatic for each level, up to level 4, upon the first day of the pay period following completion of one (1) year's service in the currently held level (including time served in a higher classification).

NOTE 1: For out-of-category assignments see 5.03.12.

NOTE 2: AT's who obtain an Aircraft Certification Authority (ACA), will be migrated over to the LAT level equivalent to their AT level with their AT review date.

NOTE 3: In the case of Licensed Aircraft Technician advancement to level 5 will be based on an annual performance and technical readiness evaluation as detailed in MOA 10.

5.03.04 **Unassigned**

5.03.05 In the case of Lead Licensed Aircraft Technician I advancement in pay to the Lead Licensed Aircraft Technician II classification, shall be automatic upon the first day of the pay period, following completion of two (2) years' service in the Lead Licensed Aircraft Technician I classification.

5.03.06 In the case of the Process Auditor – Aircraft I classification, advancement in pay to Process Auditor – Aircraft II shall be automatic upon the first day of the pay period, following completion of one (1) year's service in the Process Auditor - Aircraft I classification.

5.03.07 **Unassigned**

5.03.08 **Unassigned**

5.03.09 In the case of Stationary Plant Operator and Licensed Stationary Plant Operator (4th class and 3rd class) classifications, advancement in pay shall be automatic on the first day of the pay period following the completion of the requirements specified below:

a) One (1) year must have elapsed since the date of his last reclassification.

- b) During the one (1) year period, the employee must have actually worked a minimum of 1904 hours on a 5/2 type work schedule or 1760 hours on a 6/3 type work schedule (or the equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time worked.

NOTE 1: In the case of Licensed Stationary Plant Operator (4th class), advancement in pay to Licensed Stationary Plant Operator (3rd class or equivalent) shall be automatic upon the first day of the pay period following receipt of a valid Third Class Certificate by the Company.

In the case of a Licensed Stationary Plant Operator (2nd class), advancement in pay shall be automatic upon the first day of the pay period following completion of:

- a) One (1) year's service in the Licensed Stationary Plant Operator (2nd class) classification;
- b) Two (2) years' service in the Licensed Stationary Plant Operator (2nd class) classification.

NOTE 2: For out-of-category assignments see Article 5.03.12

- 5.03.10 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression in the higher classification.

NOTE: Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions of their classification.

- 5.03.11 Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.

5.03.12 Employees in the Junior Mechanic, Mechanic, Aircraft Technician, Licensed Aircraft Technician, Stationary Plant Operator (all classes), Cleaner, Building Attendant, Facilities Cleaner and Technical Data Control & Office Support classifications shall be eligible for scheduled advancement in pay, subject to other provisions of the Collective Agreement in accordance with the category groupings listed below:

GROUP 1

01, 13, 14, 19, 21, 23, 24, 25, 26, 27, 36,
37, 38

GROUP 2

30, 33, 34, Technical Data Control & Office
Support, Technology Support and ACM
Communicator

- a) Employees working temporarily in another category within Group 1 shall be eligible for scheduled advancement in pay while in out-of-category assignments.
- b) Employees in categories listed in Group 1 assigned to a category listed in Group 2, shall be eligible for scheduled advancement in pay for the first sixty (60) calendar days of the out-of-category assignment.
- c) Employees in Group 2 shall be eligible for scheduled advancement in pay regardless of out-of-category assignments.

5.03.13 Employees hired into the classifications within the Technical Data Control and Office Support, Planning, Technical Writing categories scheduled advancement in pay will be automatic upon the first day of the pay period, following completion on one (1) year's service in the classification for each level of the salary scale.

Note: Personnel in the Planner classification must meet the requirements of a technical exam in accordance with LOU 4 or hold the qualifications of a Mechanic in order to progress beyond the fifth level rate of pay.

- 5.04 It is understood that the Company reserves the right to amend or delete the graduated salary scale for the Mechanic classification at the termination date of this Agreement, in the event that, at that time, overall Company policy, or the development of Business Unit employee grading or other procedures provide for similar or identical compensation.
- 5.05 a) Qualified Tank Sealers will be paid a premium of One Hundred and Fifty dollars (\$150.00) per month.

Vacancy Notices for these positions will be issued as required in Dorval, Winnipeg, Toronto, Calgary and Vancouver, soliciting volunteers (excluding Learners) from in Category 1, Category 13, Category 19, and Category 38. Priority for selecting volunteers shall be in order of basic Seniority from Category 1. In the event there are insufficient volunteers, selection will then be made from the remaining Categories in order of basic Seniority. Volunteers will be selected for a two (2) year term.

In the event there are insufficient volunteers, employees will be assigned from Category 1 in reverse order of seniority. Employees assigned will be required to serve a one (1) year term only.

b) Qualified ACM Trainer will be paid a premium of One Hundred and Fifty dollars (\$150.00) per month. Vacancy Notices for these positions will be issued as required in Dorval, Toronto, Calgary and Vancouver.

- 5.06 The following are the rates of pay for all classifications in the Technical Services Business Unit covered by this Agreement.

TECHNICAL SERVICES	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	Shift Foreman	\$1,353.25	\$33.83	\$5,880.18	\$1,380.31	\$34.51	\$5,997.78	\$1,407.92	\$35.20	\$6,117.74	\$1,450.15	\$36.25	\$6,301.27	\$1,493.66	\$37.34
Process Auditor 2	\$1,407.15	\$35.18	\$6,114.41	\$1,435.29	\$35.88	\$6,236.70	\$1,464.00	\$36.60	\$6,361.43	\$1,507.92	\$37.70	\$6,552.27	\$1,553.16	\$38.83	\$6,748.84
Process Auditor 1	\$1,383.83	\$34.60	\$6,013.09	\$1,411.51	\$35.29	\$6,133.35	\$1,439.74	\$35.99	\$6,256.02	\$1,482.93	\$37.07	\$6,443.70	\$1,527.42	\$38.19	\$6,637.01
Lead Licensed Aircraft Technician 2	\$1,449.52	\$36.24	\$6,298.51	\$1,478.51	\$36.96	\$6,424.48	\$1,508.08	\$37.70	\$6,552.97	\$1,553.32	\$38.83	\$6,749.56	\$1,599.92	\$40.00	\$6,952.05
Lead Licensed Aircraft Technician 1	\$1,420.72	\$35.52	\$6,173.37	\$1,449.13	\$36.23	\$6,296.83	\$1,478.12	\$36.95	\$6,422.77	\$1,522.46	\$38.06	\$6,615.45	\$1,568.13	\$39.20	\$6,813.92
Licensed Aircraft Technician 5*	\$1,408.00	\$35.20	\$6,118.10	\$1,436.16	\$35.90	\$6,240.46	\$1,464.88	\$36.62	\$6,365.27	\$1,508.83	\$37.72	\$6,556.22	\$1,554.09	\$38.85	\$6,752.91
Licensed Aircraft Technician 4	\$1,327.93	\$33.20	\$5,770.17	\$1,354.49	\$33.86	\$5,885.58	\$1,381.58	\$34.54	\$6,003.29	\$1,423.03	\$35.58	\$6,183.39	\$1,465.72	\$36.64	\$6,368.89
Licensed Aircraft Technician 3	\$1,235.49	\$30.89	\$5,368.50	\$1,260.20	\$31.50	\$5,475.87	\$1,285.40	\$32.14	\$5,585.39	\$1,323.97	\$33.10	\$5,752.95	\$1,363.68	\$34.09	\$5,925.54
Licensed Aircraft Technician 2	\$1,143.05	\$28.58	\$4,966.82	\$1,165.91	\$29.15	\$5,066.16	\$1,189.23	\$29.73	\$5,167.48	\$1,224.91	\$30.62	\$5,322.51	\$1,261.65	\$31.54	\$5,482.18
Licensed Aircraft Technician 1	\$1,050.61	\$26.27	\$4,565.15	\$1,071.62	\$26.79	\$4,656.45	\$1,093.05	\$27.33	\$4,749.58	\$1,125.85	\$28.15	\$4,892.07	\$1,159.62	\$28.99	\$5,038.83
Aircraft Technician 4	\$1,173.77	\$29.34	\$5,100.31	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,257.83	\$31.45	\$5,465.55	\$1,295.56	\$32.39	\$5,629.52
Aircraft Technician 3	\$1,070.27	\$26.76	\$4,650.58	\$1,091.68	\$27.29	\$4,743.59	\$1,113.51	\$27.84	\$4,838.46	\$1,146.91	\$28.67	\$4,983.62	\$1,181.32	\$29.53	\$5,133.12
Aircraft Technician 2	\$1,051.25	\$26.28	\$4,567.93	\$1,072.28	\$26.81	\$4,659.29	\$1,093.72	\$27.34	\$4,752.48	\$1,126.53	\$28.16	\$4,895.05	\$1,160.33	\$29.01	\$5,041.90
Aircraft Technician 1	\$1,013.57	\$25.34	\$4,404.20	\$1,033.84	\$25.85	\$4,492.29	\$1,054.52	\$26.36	\$4,582.13	\$1,086.15	\$27.15	\$4,719.60	\$1,118.74	\$27.97	\$4,861.18
Lead Mechanic	\$1,250.31	\$31.26	\$5,432.89	\$1,275.32	\$31.88	\$5,541.55	\$1,300.82	\$32.52	\$5,652.38	\$1,339.85	\$33.50	\$5,821.96	\$1,380.04	\$34.50	\$5,996.61
Mechanic 4	\$1,173.77	\$29.34	\$5,100.31	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,257.83	\$31.45	\$5,465.55	\$1,295.56	\$32.39	\$5,629.52
Mechanic 3	\$1,070.27	\$26.76	\$4,650.58	\$1,091.68	\$27.29	\$4,743.59	\$1,113.51	\$27.84	\$4,838.46	\$1,146.91	\$28.67	\$4,983.62	\$1,181.32	\$29.53	\$5,133.12
Mechanic 2	\$1,051.25	\$26.28	\$4,567.93	\$1,072.28	\$26.81	\$4,659.29	\$1,093.72	\$27.34	\$4,752.48	\$1,126.53	\$28.16	\$4,895.05	\$1,160.33	\$29.01	\$5,041.90
Mechanic 1	\$1,013.57	\$25.34	\$4,404.20	\$1,033.84	\$25.85	\$4,492.29	\$1,054.52	\$26.36	\$4,582.13	\$1,086.15	\$27.15	\$4,719.60	\$1,118.74	\$27.97	\$4,861.18
Junior Mechanic 4	\$973.58	\$24.34	\$4,230.44	\$993.05	\$24.83	\$4,315.05	\$1,012.91	\$25.32	\$4,401.35	\$1,043.30	\$26.08	\$4,533.39	\$1,074.60	\$26.86	\$4,669.39
Junior Mechanic 3	\$924.95	\$23.12	\$4,019.13	\$943.45	\$23.59	\$4,099.51	\$962.32	\$24.06	\$4,181.50	\$991.19	\$24.78	\$4,306.95	\$1,020.92	\$25.52	\$4,436.15
Junior Mechanic 2	\$873.93	\$21.85	\$3,797.43	\$891.41	\$22.29	\$3,873.38	\$909.24	\$22.73	\$3,950.85	\$936.51	\$23.41	\$4,069.38	\$964.61	\$24.12	\$4,191.46
Junior Mechanic 1	\$827.18	\$20.68	\$3,594.29	\$843.72	\$21.09	\$3,666.18	\$860.60	\$21.51	\$3,739.50	\$886.42	\$22.16	\$3,851.69	\$913.01	\$22.83	\$3,967.24

TECHNICAL SERVICES															
	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Learner 4	\$781.09	\$19.53	\$3,394.02	\$796.71	\$19.92	\$3,461.90	\$812.65	\$20.32	\$3,531.14	\$837.03	\$20.93	\$3,637.07	\$862.14	\$21.55	\$3,746.19
Learner 3	\$721.12	\$18.03	\$3,133.44	\$735.54	\$18.39	\$3,196.11	\$750.25	\$18.76	\$3,260.03	\$772.76	\$19.32	\$3,357.83	\$795.94	\$19.90	\$3,458.56
Learner 2	\$665.73	\$16.64	\$2,892.76	\$679.04	\$16.98	\$2,950.61	\$692.63	\$17.32	\$3,009.62	\$713.40	\$17.84	\$3,099.91	\$734.81	\$18.37	\$3,192.91
Learner 1	\$614.58	\$15.36	\$2,670.50	\$626.87	\$15.67	\$2,723.91	\$639.41	\$15.99	\$2,778.38	\$658.59	\$16.46	\$2,861.74	\$678.35	\$16.96	\$2,947.59
Helper 2	\$875.07	\$21.88	\$3,802.38	\$892.57	\$22.31	\$3,878.43	\$910.42	\$22.76	\$3,956.00	\$937.73	\$23.44	\$4,074.68	\$965.87	\$24.15	\$4,196.92
Helper 1	\$805.86	\$20.15	\$3,501.66	\$821.98	\$20.55	\$3,571.69	\$838.42	\$20.96	\$3,643.13	\$863.57	\$21.59	\$3,752.42	\$889.48	\$22.24	\$3,864.99
Lead Cleaner	\$859.41	\$21.49	\$3,734.35	\$876.60	\$21.91	\$3,809.03	\$894.13	\$22.35	\$3,885.21	\$920.96	\$23.02	\$4,001.77	\$948.58	\$23.71	\$4,121.82
Cleaner 4	\$828.64	\$20.72	\$3,600.63	\$845.21	\$21.13	\$3,672.64	\$862.11	\$21.55	\$3,746.09	\$887.98	\$22.20	\$3,858.48	\$914.62	\$22.87	\$3,974.23
Cleaner 3	\$759.51	\$18.99	\$3,300.26	\$774.70	\$19.37	\$3,366.27	\$790.20	\$19.75	\$3,433.59	\$813.90	\$20.35	\$3,536.60	\$838.32	\$20.96	\$3,642.70
Cleaner 2	\$633.12	\$15.83	\$2,751.08	\$645.79	\$16.14	\$2,806.10	\$658.70	\$16.47	\$2,862.22	\$678.46	\$16.96	\$2,948.09	\$698.82	\$17.47	\$3,036.53
Cleaner 1	\$506.73	\$12.67	\$2,201.84	\$516.86	\$12.92	\$2,245.88	\$527.20	\$13.18	\$2,290.80	\$543.01	\$13.58	\$2,359.52	\$559.30	\$13.98	\$2,430.31
Lead Building Attendant	\$843.89	\$21.10	\$3,666.89	\$860.76	\$21.52	\$3,740.23	\$877.98	\$21.95	\$3,815.03	\$904.32	\$22.61	\$3,929.48	\$931.45	\$23.29	\$4,047.37
Building Attendant 4	\$797.50	\$19.94	\$3,465.32	\$813.45	\$20.34	\$3,534.62	\$829.72	\$20.74	\$3,605.31	\$854.61	\$21.37	\$3,713.47	\$880.25	\$22.01	\$3,824.88
Building Attendant 3	\$728.59	\$18.21	\$3,165.88	\$743.16	\$18.58	\$3,229.20	\$758.02	\$18.95	\$3,293.78	\$780.76	\$19.52	\$3,392.59	\$804.18	\$20.10	\$3,494.37
Building Attendant 2	\$617.68	\$15.44	\$2,683.97	\$630.04	\$15.75	\$2,737.65	\$642.64	\$16.07	\$2,792.41	\$661.91	\$16.55	\$2,876.18	\$681.77	\$17.04	\$2,962.46
Building Attendant 1	\$506.73	\$12.67	\$2,201.84	\$516.86	\$12.92	\$2,245.88	\$527.20	\$13.18	\$2,290.80	\$543.01	\$13.58	\$2,359.52	\$559.30	\$13.98	\$2,430.31

TECHNICAL SERVICES	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Stationary Plant Operator (2nd Class) 3	\$1,173.77	\$29.34	\$5,100.31	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,257.83	\$31.45	\$5,465.55	\$1,295.56	\$32.39	\$5,629.52
Stationary Plant Operator (2nd Class) 2	\$1,118.05	\$27.95	\$4,858.19	\$1,140.41	\$28.51	\$4,955.36	\$1,163.22	\$29.08	\$5,054.46	\$1,198.12	\$29.95	\$5,206.10	\$1,234.06	\$30.85	\$5,362.28
Stationary Plant Operator (2nd Class) 1	\$1,062.39	\$26.56	\$4,616.34	\$1,083.64	\$27.09	\$4,708.66	\$1,105.31	\$27.63	\$4,802.84	\$1,138.47	\$28.46	\$4,946.92	\$1,172.62	\$29.32	\$5,095.33
Stationary Plant Operator (3rd Class) 2	\$1,007.03	\$25.18	\$4,375.79	\$1,027.17	\$25.68	\$4,463.30	\$1,047.71	\$26.19	\$4,552.57	\$1,079.15	\$26.98	\$4,689.14	\$1,111.52	\$27.79	\$4,829.82
Stationary Plant Operator (3rd Class) 1	\$951.70	\$23.79	\$4,135.36	\$970.73	\$24.27	\$4,218.07	\$990.15	\$24.75	\$4,302.43	\$1,019.85	\$25.50	\$4,431.50	\$1,050.45	\$26.26	\$4,564.45
Stationary Plant Operator (4th Class) 2	\$872.85	\$21.82	\$3,792.74	\$890.31	\$22.26	\$3,868.60	\$908.11	\$22.70	\$3,945.97	\$935.36	\$23.38	\$4,064.35	\$963.42	\$24.09	\$4,186.28
Stationary Plant Operator (4th Class) 1	\$804.41	\$20.11	\$3,495.35	\$820.50	\$20.51	\$3,565.26	\$836.91	\$20.92	\$3,636.57	\$862.02	\$21.55	\$3,745.66	\$887.88	\$22.20	\$3,858.03
Stationary Plant Operator 2	\$792.59	\$19.81	\$3,443.99	\$808.44	\$20.21	\$3,512.87	\$824.61	\$20.62	\$3,583.13	\$849.35	\$21.23	\$3,690.62	\$874.83	\$21.87	\$3,801.34
Stationary Plant Operator 1	\$740.09	\$18.50	\$3,215.87	\$754.89	\$18.87	\$3,280.18	\$769.99	\$19.25	\$3,345.79	\$793.09	\$19.83	\$3,446.16	\$816.88	\$20.42	\$3,549.55
Licensed Planner -6	\$1,407.15	\$35.18	\$6,114.41	\$1,435.29	\$35.88	\$6,236.70	\$1,464.00	\$36.60	\$6,361.43	\$1,507.92	\$37.70	\$6,552.27	\$1,553.16	\$38.83	\$6,748.84
Licensed Planner -5	\$1,383.83	\$34.60	\$6,013.09	\$1,411.51	\$35.29	\$6,133.35	\$1,439.74	\$35.99	\$6,256.02	\$1,482.93	\$37.07	\$6,443.70	\$1,527.42	\$38.19	\$6,637.01
Licensed Planner -4	\$1,354.48	\$33.86	\$5,885.53	\$1,381.57	\$34.54	\$6,003.24	\$1,409.20	\$35.23	\$6,123.31	\$1,451.48	\$36.29	\$6,307.01	\$1,495.02	\$37.38	\$6,496.22
Licensed Planner -3	\$1,260.20	\$31.50	\$5,475.87	\$1,285.40	\$32.14	\$5,585.39	\$1,311.11	\$32.78	\$5,697.09	\$1,350.45	\$33.76	\$5,868.01	\$1,390.96	\$34.77	\$6,044.05
Licensed Planner -2	\$1,165.91	\$29.15	\$5,066.16	\$1,189.23	\$29.73	\$5,167.48	\$1,213.01	\$30.33	\$5,270.83	\$1,249.40	\$31.24	\$5,428.96	\$1,286.89	\$32.17	\$5,591.83
Licensed Planner-1	\$1,071.62	\$26.79	\$4,656.45	\$1,093.05	\$27.33	\$4,749.58	\$1,114.92	\$27.87	\$4,844.57	\$1,148.36	\$28.71	\$4,989.91	\$1,182.81	\$29.57	\$5,139.61
Planner-10	\$1,240.46	\$31.01	\$5,390.11	\$1,265.27	\$31.63	\$5,497.91	\$1,290.58	\$32.26	\$5,607.87	\$1,329.29	\$33.23	\$5,776.10	\$1,369.17	\$34.23	\$5,949.39
Planner -9	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,245.61	\$31.14	\$5,412.49	\$1,282.98	\$32.07	\$5,574.86	\$1,321.47	\$33.04	\$5,742.11
Planner -8	\$1,091.68	\$27.29	\$4,743.59	\$1,113.51	\$27.84	\$4,838.46	\$1,135.78	\$28.39	\$4,935.23	\$1,169.85	\$29.25	\$5,083.29	\$1,204.95	\$30.12	\$5,235.79
Planner -7	\$1,072.28	\$26.81	\$4,659.29	\$1,093.72	\$27.34	\$4,752.48	\$1,115.59	\$27.89	\$4,847.53	\$1,149.06	\$28.73	\$4,992.95	\$1,183.53	\$29.59	\$5,142.74
Planner -6	\$1,033.84	\$25.85	\$4,492.29	\$1,054.52	\$26.36	\$4,582.13	\$1,075.61	\$26.89	\$4,673.78	\$1,107.88	\$27.70	\$4,813.99	\$1,141.11	\$28.53	\$4,958.41
Planner -5	\$986.12	\$24.65	\$4,284.91	\$1,005.84	\$25.15	\$4,370.61	\$1,025.95	\$25.65	\$4,458.02	\$1,056.73	\$26.42	\$4,591.76	\$1,088.44	\$27.21	\$4,729.51

TECHNICAL SERVICES	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Planner -4	\$935.41	\$23.39	\$4,064.59	\$954.12	\$23.85	\$4,145.88	\$973.20	\$24.33	\$4,228.79	\$1,002.40	\$25.06	\$4,355.66	\$1,032.47	\$25.81	\$4,486.33
Planner -3	\$884.72	\$22.12	\$3,844.31	\$902.41	\$22.56	\$3,921.19	\$920.46	\$23.01	\$3,999.62	\$948.07	\$23.70	\$4,119.61	\$976.52	\$24.41	\$4,243.19
Planner -2	\$834.01	\$20.85	\$3,623.99	\$850.69	\$21.27	\$3,696.47	\$867.71	\$21.69	\$3,770.39	\$893.74	\$22.34	\$3,883.51	\$920.55	\$23.01	\$4,000.01
Planner -1	\$782.89	\$19.57	\$3,401.85	\$798.55	\$19.96	\$3,469.88	\$814.52	\$20.36	\$3,539.28	\$838.96	\$20.97	\$3,645.46	\$864.12	\$21.60	\$3,754.82
Senior Technical Data Controller 6	\$1,002.17	\$25.05	\$4,354.67	\$1,022.21	\$25.56	\$4,441.76	\$1,042.66	\$26.07	\$4,530.60	\$1,073.94	\$26.85	\$4,666.52	\$1,106.16	\$27.65	\$4,806.51
Senior Technical Data Controller 5	\$976.82	\$24.42	\$4,244.53	\$996.36	\$24.91	\$4,329.42	\$1,016.29	\$25.41	\$4,416.01	\$1,046.78	\$26.17	\$4,548.49	\$1,078.18	\$26.95	\$4,684.94
Senior Technical Data Controller 4	\$951.05	\$23.78	\$4,132.53	\$970.07	\$24.25	\$4,215.18	\$989.47	\$24.74	\$4,299.48	\$1,019.15	\$25.48	\$4,428.47	\$1,049.73	\$26.24	\$4,561.32
Senior Technical Data Controller 3	\$925.70	\$23.14	\$4,022.39	\$944.22	\$23.61	\$4,102.84	\$963.10	\$24.08	\$4,184.90	\$991.99	\$24.80	\$4,310.44	\$1,021.75	\$25.54	\$4,439.76
Senior Technical Data Controller 2	\$899.93	\$22.50	\$3,910.39	\$917.92	\$22.95	\$3,988.60	\$936.28	\$23.41	\$4,068.37	\$964.37	\$24.11	\$4,190.42	\$993.30	\$24.83	\$4,316.13
Senior Technical Data Controller 1	\$874.58	\$21.86	\$3,800.25	\$892.07	\$22.30	\$3,876.26	\$909.91	\$22.75	\$3,953.78	\$937.21	\$23.43	\$4,072.40	\$965.33	\$24.13	\$4,194.57
ACM Communicator 3	\$907.55	\$22.69	\$3,946.19	\$925.70	\$23.14	\$4,022.39	\$944.22	\$23.61	\$4,102.84	\$972.54	\$24.31	\$4,225.92	\$1,001.72	\$25.04	\$4,352.70
ACM Communicator 2	\$882.28	\$22.06	\$3,836.32	\$899.93	\$22.50	\$3,910.39	\$917.92	\$22.95	\$3,988.60	\$945.46	\$23.64	\$4,108.26	\$973.83	\$24.35	\$4,231.50
ACM Communicator 1	\$857.43	\$21.44	\$3,728.26	\$874.58	\$21.86	\$3,800.25	\$892.07	\$22.30	\$3,876.26	\$918.83	\$22.97	\$3,992.55	\$946.40	\$23.66	\$4,112.32
Technical Data Controller 6	\$853.87	\$21.35	\$3,710.28	\$870.95	\$21.77	\$3,784.49	\$888.37	\$22.21	\$3,860.18	\$915.02	\$22.88	\$3,975.98	\$942.47	\$23.56	\$4,095.26
Technical Data Controller 5	\$823.46	\$20.59	\$3,578.11	\$839.93	\$21.00	\$3,649.68	\$856.72	\$21.42	\$3,722.67	\$882.43	\$22.06	\$3,834.35	\$908.90	\$22.72	\$3,949.38
Technical Data Controller 4	\$793.03	\$19.83	\$3,445.90	\$808.89	\$20.22	\$3,514.82	\$825.07	\$20.63	\$3,585.12	\$849.82	\$21.25	\$3,692.67	\$875.31	\$21.88	\$3,803.45
Technical Data Controller 3	\$762.61	\$19.07	\$3,313.74	\$777.87	\$19.45	\$3,380.01	\$793.42	\$19.84	\$3,447.61	\$817.23	\$20.43	\$3,551.04	\$841.74	\$21.04	\$3,657.57
Technical Data Controller 2	\$732.20	\$18.30	\$3,181.57	\$746.84	\$18.67	\$3,245.20	\$761.78	\$19.04	\$3,310.10	\$784.63	\$19.62	\$3,409.41	\$808.17	\$20.20	\$3,511.69
Technical Data Controller 1	\$701.77	\$17.54	\$3,049.36	\$715.81	\$17.90	\$3,110.35	\$730.12	\$18.25	\$3,172.55	\$752.03	\$18.80	\$3,267.73	\$774.59	\$19.36	\$3,365.76
Technical Data Processor 6	\$691.63	\$17.29	\$3,005.30	\$705.46	\$17.64	\$3,065.41	\$719.57	\$17.99	\$3,126.72	\$741.16	\$18.53	\$3,220.52	\$763.40	\$19.08	\$3,317.13
Technical Data Processor 5	\$638.40	\$15.96	\$2,773.99	\$651.17	\$16.28	\$2,829.47	\$664.19	\$16.60	\$2,886.06	\$684.11	\$17.10	\$2,972.64	\$704.64	\$17.62	\$3,061.82

TECHNICAL SERVICES	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Technical Data Processor 4	\$585.16	\$14.63	\$2,542.68	\$596.87	\$14.92	\$2,593.53	\$608.80	\$15.22	\$2,645.40	\$627.07	\$15.68	\$2,724.76	\$645.88	\$16.15	\$2,806.51
Technical Data Processor 3	\$531.50	\$13.29	\$2,309.50	\$542.13	\$13.55	\$2,355.69	\$552.97	\$13.82	\$2,402.80	\$569.56	\$14.24	\$2,474.89	\$586.65	\$14.67	\$2,549.14
Technical Data Processor 2	\$478.27	\$11.96	\$2,078.19	\$487.83	\$12.20	\$2,119.75	\$497.59	\$12.44	\$2,162.15	\$512.52	\$12.81	\$2,227.01	\$527.89	\$13.20	\$2,293.82
Technical Data Processor 1	\$425.03	\$10.63	\$1,846.87	\$433.53	\$10.84	\$1,883.81	\$442.21	\$11.06	\$1,921.49	\$455.47	\$11.39	\$1,979.13	\$469.14	\$11.73	\$2,038.51
TDC Configuration Control 6	\$1,095.48	\$27.39	\$4,760.12	\$1,117.39	\$27.93	\$4,855.32	\$1,139.74	\$28.49	\$4,952.43	\$1,173.93	\$29.35	\$5,101.00	\$1,209.15	\$30.23	\$5,254.03
TDC Configuration Control 5	\$1,037.95	\$25.95	\$4,510.15	\$1,058.71	\$26.47	\$4,600.35	\$1,079.89	\$27.00	\$4,692.36	\$1,112.28	\$27.81	\$4,833.13	\$1,145.65	\$28.64	\$4,978.12
TDC Configuration Control 4	\$980.42	\$24.51	\$4,260.18	\$1,000.03	\$25.00	\$4,345.38	\$1,020.03	\$25.50	\$4,432.29	\$1,050.63	\$26.27	\$4,565.26	\$1,082.15	\$27.05	\$4,702.21
TDC Configuration Control 3	\$922.90	\$23.07	\$4,010.20	\$941.35	\$23.53	\$4,090.41	\$960.18	\$24.00	\$4,172.22	\$988.99	\$24.72	\$4,297.38	\$1,018.66	\$25.47	\$4,426.30
TDC Configuration Control 2	\$864.55	\$21.61	\$3,756.68	\$881.84	\$22.05	\$3,831.82	\$899.48	\$22.49	\$3,908.45	\$926.46	\$23.16	\$4,025.71	\$954.26	\$23.86	\$4,146.48
TDC Configuration Control 1	\$807.43	\$20.19	\$3,508.48	\$823.58	\$20.59	\$3,578.65	\$840.05	\$21.00	\$3,650.23	\$865.25	\$21.63	\$3,759.73	\$891.21	\$22.28	\$3,872.53
Licensed Technical Writer -6	\$1,407.15	\$35.18	\$6,114.41	\$1,435.29	\$35.88	\$6,236.70	\$1,464.00	\$36.60	\$6,361.43	\$1,507.92	\$37.70	\$6,552.27	\$1,553.16	\$38.83	\$6,748.84
Licensed Technical Writer -5	\$1,383.83	\$34.60	\$6,013.09	\$1,411.51	\$35.29	\$6,133.35	\$1,439.74	\$35.99	\$6,256.02	\$1,482.93	\$37.07	\$6,443.70	\$1,527.42	\$38.19	\$6,637.01
Licensed Technical Writer- 4	\$1,354.48	\$33.86	\$5,885.53	\$1,381.57	\$34.54	\$6,003.24	\$1,409.20	\$35.23	\$6,123.31	\$1,451.48	\$36.29	\$6,307.01	\$1,495.02	\$37.38	\$6,496.22
Licensed Technical Writer- 3	\$1,260.20	\$31.50	\$5,475.87	\$1,285.40	\$32.14	\$5,585.39	\$1,311.11	\$32.78	\$5,697.09	\$1,350.45	\$33.76	\$5,868.01	\$1,390.96	\$34.77	\$6,044.05
Licensed Technical Writer -2	\$1,165.91	\$29.15	\$5,066.16	\$1,189.23	\$29.73	\$5,167.48	\$1,213.01	\$30.33	\$5,270.83	\$1,249.40	\$31.24	\$5,428.96	\$1,286.89	\$32.17	\$5,591.83
Licensed Technical Writer -1	\$1,071.62	\$26.79	\$4,656.45	\$1,093.05	\$27.33	\$4,749.58	\$1,114.92	\$27.87	\$4,844.57	\$1,148.36	\$28.71	\$4,989.91	\$1,182.81	\$29.57	\$5,139.61
Technical Writer (Aeronautics) -6	\$1,240.46	\$31.01	\$5,390.11	\$1,265.27	\$31.63	\$5,497.91	\$1,290.58	\$32.26	\$5,607.87	\$1,329.29	\$33.23	\$5,776.10	\$1,369.17	\$34.23	\$5,949.39
Technical Writer (Aeronautics) -5	\$1,219.76	\$30.49	\$5,300.13	\$1,244.15	\$31.10	\$5,406.14	\$1,269.03	\$31.73	\$5,514.26	\$1,307.11	\$32.68	\$5,679.69	\$1,346.32	\$33.66	\$5,850.08
Technical Writer (Aeronautics) -4	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,245.61	\$31.14	\$5,412.49	\$1,282.98	\$32.07	\$5,574.86	\$1,321.47	\$33.04	\$5,742.11
Technical Writer (Aeronautics) -3	\$1,091.68	\$27.29	\$4,743.59	\$1,113.51	\$27.84	\$4,838.46	\$1,135.78	\$28.39	\$4,935.23	\$1,169.85	\$29.25	\$5,083.29	\$1,204.95	\$30.12	\$5,235.79
Technical Writer (Aeronautics) -2	\$1,072.28	\$26.81	\$4,659.29	\$1,093.72	\$27.34	\$4,752.48	\$1,115.59	\$27.89	\$4,847.53	\$1,149.06	\$28.73	\$4,992.95	\$1,183.53	\$29.59	\$5,142.74
Technical Writer (Aeronautics) -1	\$1,033.84	\$25.85	\$4,492.29	\$1,054.52	\$26.36	\$4,582.13	\$1,075.61	\$26.89	\$4,673.78	\$1,107.88	\$27.70	\$4,813.99	\$1,141.11	\$28.53	\$4,958.41
Technical Writer - Control Manual 6	\$1,129.87	\$28.25	\$4,909.57	\$1,152.47	\$28.81	\$5,007.76	\$1,175.52	\$29.39	\$5,107.92	\$1,210.79	\$30.27	\$5,261.16	\$1,247.11	\$31.18	\$5,418.99

TECHNICAL SERVICES	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Technical Writer -Control Manual 5	\$1,088.78	\$27.22	\$4,731.00	\$1,110.55	\$27.76	\$4,825.62	\$1,132.77	\$28.32	\$4,922.13	\$1,166.75	\$29.17	\$5,069.80	\$1,201.75	\$30.04	\$5,221.89
Technical Writer -Control Manual 4	\$1,047.69	\$26.19	\$4,552.48	\$1,068.65	\$26.72	\$4,643.53	\$1,090.02	\$27.25	\$4,736.40	\$1,122.72	\$28.07	\$4,878.49	\$1,156.40	\$28.91	\$5,024.84
Technical Writer -Control Manual 3	\$1,006.61	\$25.17	\$4,373.95	\$1,026.74	\$25.67	\$4,461.43	\$1,047.27	\$26.18	\$4,550.66	\$1,078.69	\$26.97	\$4,687.18	\$1,111.05	\$27.78	\$4,827.79
Technical Writer -Control Manual 2	\$944.98	\$23.62	\$4,106.16	\$963.88	\$24.10	\$4,188.28	\$983.16	\$24.58	\$4,272.05	\$1,012.65	\$25.32	\$4,400.21	\$1,043.03	\$26.08	\$4,532.22
Technical Writer -Control Manual 1	\$883.35	\$22.08	\$3,838.37	\$901.02	\$22.53	\$3,915.14	\$919.04	\$22.98	\$3,993.44	\$946.61	\$23.67	\$4,113.24	\$975.01	\$24.38	\$4,236.64
Technical Instructors GSE - 6	\$1,216.14	\$30.40	\$5,284.42	\$1,240.46	\$31.01	\$5,390.11	\$1,265.27	\$31.63	\$5,497.91	\$1,303.23	\$32.58	\$5,662.85	\$1,342.33	\$33.56	\$5,832.73
Technical Instructors GSE- 5	\$1,195.84	\$29.90	\$5,196.21	\$1,219.76	\$30.49	\$5,300.13	\$1,244.15	\$31.10	\$5,406.14	\$1,281.48	\$32.04	\$5,568.32	\$1,319.92	\$33.00	\$5,735.37
Technical Instructors GSE- 4	\$1,173.77	\$29.34	\$5,100.31	\$1,197.25	\$29.93	\$5,202.32	\$1,221.19	\$30.53	\$5,306.36	\$1,257.83	\$31.45	\$5,465.55	\$1,295.56	\$32.39	\$5,629.52
Technical Instructors GSE- 3	\$1,070.27	\$26.76	\$4,650.58	\$1,091.68	\$27.29	\$4,743.59	\$1,113.51	\$27.84	\$4,838.46	\$1,146.91	\$28.67	\$4,983.62	\$1,181.32	\$29.53	\$5,133.12
Technical Instructors GSE- 2	\$1,051.25	\$26.28	\$4,567.93	\$1,072.28	\$26.81	\$4,659.29	\$1,093.72	\$27.34	\$4,752.48	\$1,126.53	\$28.16	\$4,895.05	\$1,160.33	\$29.01	\$5,041.90
Technical Instructors GSE- 1	\$1,013.57	\$25.34	\$4,404.20	\$1,033.84	\$25.85	\$4,492.29	\$1,054.52	\$26.36	\$4,582.13	\$1,086.15	\$27.15	\$4,719.60	\$1,118.74	\$27.97	\$4,861.18
Business Analyst-Tech Services 4	\$1,242.87	\$31.07	\$5,400.57	\$1,267.73	\$31.69	\$5,508.58	\$1,293.08	\$32.33	\$5,618.75	\$1,331.87	\$33.30	\$5,787.31	\$1,371.83	\$34.30	\$5,960.93
Business Analyst-Tech Services 3	\$1,174.39	\$29.36	\$5,102.99	\$1,197.87	\$29.95	\$5,205.05	\$1,221.83	\$30.55	\$5,309.15	\$1,258.49	\$31.46	\$5,468.43	\$1,296.24	\$32.41	\$5,632.48
Business Analyst-Tech Services 2	\$1,105.90	\$27.65	\$4,805.42	\$1,128.02	\$28.20	\$4,901.53	\$1,150.58	\$28.76	\$4,999.56	\$1,185.10	\$29.63	\$5,149.54	\$1,220.65	\$30.52	\$5,304.03
Business Analyst-Tech Services 1	\$1,037.42	\$25.94	\$4,507.84	\$1,058.17	\$26.45	\$4,598.00	\$1,079.33	\$26.98	\$4,689.96	\$1,111.71	\$27.79	\$4,830.66	\$1,145.06	\$28.63	\$4,975.58
System Support Analyst 4	\$1,016.88	\$25.42	\$4,418.58	\$1,037.22	\$25.93	\$4,506.95	\$1,057.96	\$26.45	\$4,597.09	\$1,089.70	\$27.24	\$4,735.00	\$1,122.39	\$28.06	\$4,877.05
System Support Analyst 3	\$958.71	\$23.97	\$4,165.82	\$977.88	\$24.45	\$4,249.13	\$997.44	\$24.94	\$4,334.11	\$1,027.36	\$25.68	\$4,464.14	\$1,058.18	\$26.45	\$4,598.06
System Support Analyst 2	\$900.53	\$22.51	\$3,913.01	\$918.54	\$22.96	\$3,991.27	\$936.91	\$23.42	\$4,071.09	\$965.02	\$24.13	\$4,193.22	\$993.97	\$24.85	\$4,319.02
System Support Analyst 1	\$842.35	\$21.06	\$3,660.20	\$859.19	\$21.48	\$3,733.40	\$876.38	\$21.91	\$3,808.07	\$902.67	\$22.57	\$3,922.31	\$929.75	\$23.24	\$4,039.98

ARTICLE 6 –SCOPE OF AGREEMENT – AIRPORT & CARGO OPERATIONS

6.01 SENIORITY DIVISIONS

The Seniority Divisions into which the Airport & Cargo Operations Business Unit is divided are as follows:

EASTERN – Ottawa and stations east, including Rouyn and Val d'Or.

CENTRAL – Stations between Thunder Bay and Ottawa.

WESTERN – Thunder Bay and stations west.

6.02 CATEGORY

All personnel within Airport & Cargo Operations in classifications enumerated in Article 6.03, are in the Airport & Cargo Operations work category and are covered by this Agreement.

Nothing in this Agreement shall prevent the Company from requiring employees to work in another category/classification temporarily, provided that the employee in question is competent to perform the temporary duties required.

6.02.01 Airport & Cargo Operations

Comprising those employees engaged in ramp, load service, cargo, cabin servicing and cleaning, telecommunications (operations of Company air/ground telecommunications) functions, the operation of associated equipment, dispatch of flights and general airport, cargo and baggage operations duties as required.

6.02.02 Baggage Claims

Comprising those employees engaged in the processing of claims made against the Company as a result of delayed, lost, missing, or damaged baggage.

6.03 CLASSIFICATIONS

The following are the employee classifications of the Airport & Cargo Operations Business Unit in the category enumerated in Article 6.02 covered by this Agreement. All classifications may be called upon from time to time to perform other non-mechanical duties.

NOTE: See Publication 160, Chapter 10, re Promotion to, Transfer and Bumping in the Customer Service Agent – Weight & Balance classification.

The Company will not replace a classification within the Agreement by a management classification.

6.03.01 Airport & Cargo Operations

6.03.01.01 Lead Cargo Rating Unit Specialist

Is employed by the Company as a working member of a group, to select and apply rates and routings to optimize returns with minimal effect on customer service; identify new traffic patterns, trends and make recommendations regarding changes in routes, cargo, rates, interline agreements, etc.; have a good working knowledge of Cargo Accounting procedures, tariffs, publications/references and authorities and be able to perform all ACLYNX transactions. In addition, provide technical support to Cargo Information Technology applications. As a working member of the group, have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred by a Committee designated by the Union and in addition, must be able to satisfactorily pass Lead C.R.U. Specialist training requirements

6.03.01.01.01 Cargo Rating Unit Specialist

Is employed by the Company as a working member of a group, to select and apply rates and routings to optimize returns with minimal effect on customer service; identify new traffic patterns, trends and make recommendations regarding changes in routes, cargo, rates, interline agreements, etc.; have a good working knowledge of Cargo Accounting procedures, tariffs, publications/references and authorities and be able to perform all ACLYNX transactions. In addition, provide technical support to Cargo Information Technology applications.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred by a Committee designated by the Union and in addition, must be able to satisfactorily pass C.R.U. Specialist training requirements

In order to be selected to fill C.R.U. Specialist vacancies, applicants must have the following qualifications.

- a) Bilingual (French and English) as dictated by work load and shift coverage.
- b) Must satisfactorily pass the C.R.U. Specialist Training Course, including four (4) weeks practical “hands on” probationary period.
- c) Must meet as a minimum the requirements of article 6.04.02.
- d) Applicants for C.R.U. Specialist positions must have qualified themselves to bid on such positions by passing the appropriate examinations (referenced above), at least thirty (30) days prior to the date of issuance of the Promotional Bulletin.

6.03.01.02 **Lead Customer Service Agent – Airports**

Is employed by the Company to perform ramp and cargo duties, communications and other general operational duties, as required, to handle Sales functions as required, and as a working member of the group, have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must possess the qualifications of a Customer Service Agent – Airports. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agents – Airports training requirements, established by the Company and concurred in by a Committee designated by the Union.

6.03.01.03 **Customer Service Agent – Airports**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties as required and also, to handle passenger/customer service functions as required.

Minimum Qualifications: Must possess the qualifications of a Customer Service Agent and in addition, must be able to satisfactorily pass Customer Service Agent – Airports training requirements.

6.03.01.04 **Lead Customer Service Agent -Weight & Balance**

Is employed by the Company to perform ramp, baggage, cargo and load service duties), communications and other general operational duties, as required, and as a working member of the group, have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must have passed appropriate examinations and must be able to satisfactory pass Customer Service Agent – Weight & Balance training requirements, established by the Company and concurred in by a Committee designated by the Union.

6.03.01.05 **Customer Service Agent -Weight & Balance**

Is employed by the Company to perform ramp, baggage, cargo and load service duties communications and other general operational duties as required.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union, be in possession of the required Certificate of Proficiency in Radio and possess a current Air Canada “Load Dispatch Certificate” endorsed for the type of aircraft upon which he can normally be expected to be employed.

6.03.01.06 **Lead Customer Service Agent – Cargo**

Is employed by the Company to perform cargo duties, communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others. Must possess a current dangerous goods certificate as required.

Minimum Qualifications: Must possess the qualifications of a Customer Service Agent. Must possess cargo product knowledge, a working knowledge of cargo systems (e.g., ACLYNX, cargo acceptance, shipping procedures, cargo check-in and delivery procedures), as well as related cargo documentation processes. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent – Cargo training requirements, established by the Company and concurred in by a Committee designated by the Union.

6.03.01.07 **Lead Customer Service Agent – Baggage**

Is employed by the Company to perform ramp and baggage duties, and communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must possess the qualifications of a Customer Service Agent. Must possess baggage handling knowledge, a working knowledge of baggage systems (e.g., WORLD TRACER, ACLYNX, etc.), interline processes, baggage tracing, baggage records and documents, lost and found, baggage and cargo claim procedures, mishandled, delayed or damaged baggage, interim expense policies/procedures. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent – Baggage training requirements, established by the Company and concurred in by a Committee designated by the Union.

6.03.01.08 **Lead Customer Service Agent**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties, as required. As a working member of the group, have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must possess the qualifications of a Customer Service Agent. Must possess cargo product knowledge, a working knowledge of cargo systems (e.g., ACLYNX, Cargo Acceptance, Shipping Procedures, Cargo Check-in and Delivery Procedures), as well as related cargo documentation processes. Must possess baggage handling knowledge, a working knowledge of baggage systems (e.g., WORLD TRACER, ACLYNX, etc.), interline processes, baggage tracing, baggage records and documents, lost and found, baggage and cargo claim procedures, mishandled, delayed or damaged baggage, interim expense policies/procedures. Must have passed appropriate qualifying examinations, a structured interview, and must be able to satisfactorily pass Lead Customer Service Agent training requirements, established by the Company and concurred in by a Committee designated by the Union.

6.03.01.09 Customer Service Agent

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties as required. These duties could include the dispensing of baggage to passengers, WORLD TRACER transactions, perform baggage tracing, prepare records and documents, deal with passenger complaints re lost, mishandled, delayed or damaged baggage and authorize expenditures within limits, perform lost and found functions and cargo services, determine cargo rates and routings, cargo acceptance (including dangerous goods), shipping procedures, cargo check-in and delivery, ACLYNX transactions, prepare records and perform other duties associated with cargo traffic.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union, be in possession of the necessary Certificate of Proficiency in Radio, as required, and in addition, must be able to satisfactorily pass baggage and cargo training requirements.

6.03.01.09.01 **Qualifications**

In order to be selected to fill Customer Service Agent vacancies, Lead Station Attendants, Station Attendants, Lead Cabin Servicing and Cleaning Attendants and Cabin Servicing and Cleaning Attendants must have the following qualifications.

- a) Must pass basic and general knowledge examinations established by the Company and concurred in by a Committee designated by the Union.
- b) Must have pleasant personality, ability to deal with the public using tact and good judgment, general good grooming. Assessment of these qualifications will be at the discretion of the Company.
- c) Bilingual (French and English) as required.
- d)
 - i) Must satisfactorily pass baggage and cargo training courses.
 - ii) Applicants for permanent Customer Service Agent positions must have qualified themselves to bid on such positions by passing the basic and general knowledge examinations at least thirty (30) days prior to the issuance of a Promotional Bulletin. Individuals who do not pass the tests or who pass the tests less than thirty (30) days prior to the issuance of a Promotional Bulletin will not be considered eligible to apply.

6.03.01.10 **Lead Station Attendant**

Must possess the qualifications of a Station Attendant and as a working member of a group, must have the ability to satisfactorily direct the work of others.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must be able to satisfactorily pass Lead Station Attendant training requirements.

6.03.01.11 **Station Attendant**

Is employed by the Company to perform the handling of ramp service, that would include duties such as assisting Baggage agents in the loading/unloading of baggage, cargo and cabin functions, the preparation of cabin and commissary equipment records and cargo handling forms such as cargo check sheets, mail transfer bills and lot labels; also to perform Cargo Warehouse functions and associated duties.

6.03.01.12 **Lead Cabin Servicing & Cleaning Attendant**

Must possess the qualifications of a Cabin Servicing and Cleaning Attendant and as a working member of the group, must have the ability to satisfactorily direct the work of others. Employees who have been trained on the positioning of airstairs and the hook up of GPU units will be expected to perform these duties as a part of their job responsibilities.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred by a Committee designated by the Union and in addition, must be able to satisfactorily pass Lead Cabin Servicing & Cleaning Attendant training requirements.

6.03.01.13 **Cabin Servicing & Cleaning Attendant**

Comprises all those who perform cabin servicing and interior aircraft cleaning; including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies; cleaning interior of aircraft; stocking of vehicles used in the grooming function; stocking and cleaning of the cabin service "make-up" rooms and area; stocking and maintaining cabin services kits and other associated duties.

6.03.01.14 **Cargo Communications Operator**

Is employed by the Company to process routine cargo service information involving the input and retrieval of such data through utilization of standard office and communications equipment (excluding rate and routing decisions and customer contact). May also be required to perform routine clerical functions such as filing, typing, manual revisions.

Where volumes dictate the use of specialists, this classification will perform such functions as:

- Operating office and communication equipment;
- Entering and retrieving various information such as:
 - Flight numbers
 - ULD control numbers
 - Air waybills
 - Progressive load assembly forms
 - Manifests
- Processing all routine information and forms not involving rates and routing decisions;
- Perform such clerical functions as filing, typing, teletypes, prepare manifests and other documents, maintain and update manuals, etc.

6.03.01.15 **Station Attendant – Part-Time**

Is employed by the Company, on a part-time basis, to perform the handling of ramp service that would include duties such as assisting Baggage agents in the loading/unloading of baggage, cargo and cabin functions, the preparation of cabin and commissary equipment records and cargo handling forms such as cargo check sheets, mail transfer bills and lot labels; also to perform Cargo Warehouse functions and associated duties.

6.03.01.16 **Central Baggage Performance Agent**

Is employed by the Company to analyse performance information for solutions to performance problems and provide airports with direction/support for performance improvement, to produce and distribute statistical reports related to baggage performance, to review WorldTracer files using the Baggage MI and appropriate RESIII/OPS transactions for proper file categorization and adherence to established procedures, to amend improper categorization, to follow-up with specific agents and/or airport management to review problems and take corrective measures, to participate in the ongoing development/maintenance of the Baggage MI

systems, to bring issues related to WorldTracer functionally to the attention of the WorldTracer Coordinator, to provide job specific/ departmental training/guidance as requested, to prepare records, examine trends and perform other Central Baggage Tracing office duties as required.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must meet the following specific requirements:

- a) Must possess abilities such as:
 - PC skills (e.g., Excel, Word, Databases)
 - Knowledge of the technical environment including WorldTracer
 - Analytical abilities
 - Ability to communicate effectively verbally and in writing
- b) Must have pleasant personality, ability to deal with the public using tact and good judgment, general good grooming.
- c) Bilingual (French and English) Level 3.
- d) Must satisfactorily pass the appropriate training course.
- e) Must satisfactorily pass a structured interview in accordance with Letter of Understanding No. 4.
- f) Ability to travel as required.

6.03.01.17 **Central Baggage Tracing Agent**

Is employed by the Company to ensure that the WorldTracer Management/Tracing systems are used properly and to the fullest potential for each baggage claim, lost article report, bag or found article sent to Central Tracing, to process all Baggage Claim Declarations (for lost and/or pilfered baggage) and provide all related support to Baggage Claims offices including providing information about tracing results, claim status and the outcome of searches for evidence of fraudulent claims, to process mishandled/unclaimed baggage received at Central Tracing by processing all related data via the WorldTracer Baggage Management/ Tracing Systems including the physical inventory of baggage content, to handle dangerous goods as required, to use systems such as Historical PNR/Aeroplan Chip in attempts to find contact information related to owner of bags or found articles, to make inquiries by telephone, internet and mail to locations throughout the world in attempts to find rightful owner of bags or found articles, to make arrangements for the expediting and delivery of baggage or found articles throughout Air Canada's and other airlines systems, to liaise with and provide support to the airport tracing offices of both Air Canada and other airlines, to assist in the compiling of statistical baggage information and other studies as required, to provide job specific/departmental training/guidance as requested, to perform various activities such as preparing all unclaimed baggage or found articles for charities and/or sale, to prepare records and perform communication and other general Central Baggage Office duties, as required.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred in by a Committee designated by the Union and in addition, must meet the following specific requirements:

- a) Must possess abilities such as:
 - PC skills (e.g., Excel, Word, Databases)
 - Knowledge of the technical environment including WorldTracer
 - Analytical abilities
 - Ability to communicate effectively verbally and in writing
- b) Must have pleasant personality, ability to deal with the public using tact and good judgment, general good grooming.
- c) Bilingual (French and English) Level 3.
- d) Must satisfactorily pass the appropriate training course.
- e) Must satisfactorily pass a structured interview in accordance with Letter of Understanding No. 4.
- f) Be able to meet the physical requirements of lifting, moving, storing, shipping, etc. of baggage and other articles.

6.03.01.18 **Customer Service Agent – Part-Time**

Is employed by the Company to perform ramp, baggage and cargo duties, communications and other general operational duties as required. These duties could include the dispensing of baggage to passengers, WORLD TRACER transactions, perform baggage tracing, prepare records and documents, deal with passenger complaints re lost, mishandled, delayed or damaged baggage and authorize expenditures within limits, perform lost and found functions and cargo services, determine cargo rates and routings, cargo acceptance (including dangerous goods), shipping procedures, cargo check-in and delivery, ACLYNX transactions, prepare records and perform other duties associated with cargo traffic.

NOTE 1: At the Fredericton Airport, employees must also handle passenger/customer service functions as required.

NOTE 2: If an employee declines an offer of permanent full-time employment, he will be ineligible for further consideration for a period of one (1) year from the date of declination.

NOTE 3: New employees or employees bidding on a CSA part-time Vacancy Notice must remain in the applicable work formation for a minimum of two (2) years from the reporting date.

NOTE 4: As a one time exercise, employees in the CSA part-time classification as of November 1, 2011 who do not have a basic Station Attendant seniority date shall establish November 1, 2011 as their basic Station Attendant seniority date.

NOTE 5: Employees hired directly into CSA part-time after November 1, 2011 will establish basic Station Attendant seniority from their date of hire.

Minimum Qualifications: Must have passed appropriate examinations established by the Company and concurred by a Committee designated by the Union, be in possession of the necessary Certificate of Proficiency in Radio, as required, and in addition, must be able to satisfactorily pass baggage and cargo training requirements.

6.03.01.18.01 **Qualifications**

In order to be selected to fill Customer Service Agent – Part-Time vacancies, employees must have the following qualifications.

- a) Must pass basic and general knowledge examinations established by the Company and concurred in by a Committee designated by the Union.
- b) Must have pleasant personality, ability to deal with the public using tact and good judgement, general good grooming. Assessment of these qualifications will be at the discretion of the Company.
- c) Bilingual (French and English) as required.
- d) i) Must satisfactorily pass baggage and cargo training courses.
- ii) Applicants for Customer Service Agent Part-Time positions must have qualified themselves for such positions by passing the basic and general knowledge examinations at least thirty (30) days prior.

6.03.01.19 **Cabin Servicing & Cleaning Attendant – Part-Time**

Comprises all those who perform cabin servicing and interior aircraft cleaning; including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies; cleaning interior of aircraft; stocking of vehicles used in the grooming function; stocking and cleaning of the cabin “make-up” rooms and area; stocking and maintaining cabin services kits and other associated duties.

6.03.01.20 Airport/Cargo Trainer Level 1

Is employed by the Company to perform the delivery of training as it relates to ramp operations and cargo handling. Must be knowledgeable for the subject matter to be taught, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver Airport and/or Cargo Operations basic training using various methods and strategies. In addition act as subject matter experts in the development of courseware in compliance with Company and applicable regulatory standards.

Airport/Cargo Trainer Level 2

Is employed by the Company to perform the delivery of training as it relates to Customer Service Agents functions within Airports and Cargo Operations. Must be knowledgeable for the subject matter to be taught, have the minimum qualifications and experience as prescribed by the Company and have the ability to instruct and deliver Airport and/or Cargo Customer Service functions training using various methods and strategies. In addition act as subject matter experts in the development of courseware in compliance with Company and the applicable regulatory standards.

Personnel in this classification will be expected to perform Level 1 training.

Minimum Qualifications:

Must have passed appropriate examination established by the Company and concurred by a Committee designated by the Union.

In order to be selected to fill Airport / Cargo Trainer II Airport vacancies, applicants must have the following qualifications.

- a) Bilingual (French and English) as dictated by work load and shift coverage.
- b) Must have twelve (12) months Airport Customer Service Agent work experience.

Applicants for Airport / Cargo Trainer II – Airport positions must have qualified themselves to bid on such positions by passing the appropriate examinations (reference (a) above), at least thirty (30) days prior to the date of issuance of the Promotional Bulletin.

6.03.01.21 Gate Planner

Is employed by the Company, at stations where there is a full-time requirement, for the daily assignment of aircraft to gates, as dictated by the requirements of the service. The employees are expected to liaise with various departments/areas of the Company and the local airport authority as required. Personnel in this classification will also be expected to assign tow crews and coordinate activities related to gating, as required by the Company.

6.03.01.22 Baggage Claims Coordinator

Is employed by the Company to provide general office and administrative tasks as it pertains to baggage claims and baggage tracing, and to provide support by maintaining various types of reports, files and data systems.

6.03.01.23 Baggage Claims Representative

Is employed by the Company to deal with all aspects of a baggage claim and liaise with internal and external agencies as required. In addition, represent the Company in any court or legal proceedings and have the ability to satisfactorily direct the work of others.

6.03.02 Part-Time Employment – Station Attendant

6.03.02.01 The Company will continue to staff its operations with "full-time" employees whenever a reasonable degree of employee utilization can be achieved. It is recognized that the use of part-time employment may be utilized due to varying workloads and operational requirements.

6.03.02.02 The number of part-time Station Attendants will not exceed twenty five percent (25%) of the total number of permanent employees in the classifications of Lead Station Attendant and full-time Station Attendant at the point, as of September 25th of each year. The September 25th calculation shall be used for the application and adjustment of the part-time cap (25%) at the first shift schedule change of the next year. In Saskatoon, Regina and St.John's the total number of part-time Station Attendants shall not exceed thirty five percent (35%).

In addition, at Whitehorse, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton and Charlottetown, the total number of part-time Station Attendants shall not exceed fifty percent (50%) of the total number of employees in the classification of Station Attendant. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Station Attendants and full time Station Attendants and the allowable number of part-time Station Attendants for each point.

NOTE 1: Up to five (5) part-time Station Attendants may be employed at any one point regardless of the ratio.

NOTE 2: If an employee declines an offer of permanent full-time employment, he will be ineligible for further consideration for a period of one (1) year from the date of declination.

NOTE 3: A part-time Station Attendant may advise the Company, in writing, with a copy to their Regional Shop Committee, that he is not interested in permanent full-time Station Attendant employment. Such advice will be actioned upon receipt of written notification by FAX or Canada Post, to:

Director, Labour Relations –

Air Canada Center 1263
P.O. Box 14000 , Station Airport
Dorval, Quebec
H4Y 1H4

NOTE 4: Employees who remain in permanent full time positions at Whitehorse, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, and Charlottetown, will be scheduled with a maximum of one split with a minimum of three hours between splits. The Company further commits to a minimum of 3 hours worked unless extenuating circumstances dictate otherwise.

6.03.02.03 Part-time employees will establish a seniority date applicable to full-time or part-time status as a Station Attendant. Seniority provisions for part-time Station Attendants are applicable at the point only, unless as indicated otherwise.

6.03.02.04 Rates of pay, as enumerated in Article 7, are on an hourly basis up to a maximum of the Station Attendant 5 rate of pay.

Scheduled advancement in pay for part-time Station Attendants will occur following completion of twenty four (24) months of service or 2080 hours of work, which ever occurs first, in the classification for all levels of the salary scale.

6.03.02.05 With the exception of training, part-time Station Attendants may be scheduled to work up to thirty-two (32) hours per week, and up to eight (8) hours per day.

In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and conditions and/or alternatives to meet the need.

6.03.02.06 Overtime credits will apply when total hours worked exceeds forty (40) hours within seven (7) calendar days commencing Sunday or when hours worked exceed eight (8) hours in any twenty-four (24) hour period.

6.03.02.07 In the application of Article 10.02.07.01, overtime will be offered to full-time Station Attendants prior to offering overtime to part-time Station Attendants.

6.03.02.08 The application of Article 10.02.11, Time Bank, does not apply to part-time Station Attendants.

6.03.02.09 Part-time Station Attendants will be eligible to perform acting/relief assignments in the classifications of Lead Station Attendant, Lead Cabin Servicing & Cleaning Attendant and Customer Service Agent.

6.03.02.10 Probation for part-time Station Attendants will consist of a period of twenty-six (26) weeks.

6.03.02.11 Statutory Holidays for part-time Station Attendants:

Article 12.01 The credit will be six (6) hours at straight time.

Article 12.02 The credit will be six (6) hours at straight time.

Article 12.03.01 The credit will be four (4) hours at straight time in lieu of the holiday(s).

6.03.02.12 Vacation application will be determined on a local basis in accordance with Articles 13.04 and 13.06.

Article 13.02 – The credit for part-time Station Attendants will be four (4) hours at straight time.

- 6.03.02.13 Part-time Station Attendants will have the ability to transfer to another point in order to secure a permanent full-time Station Attendant position.

Part-time Station Attendants will have the ability, should they have the qualification, to transfer into the part-time Customer Service Agent classification at the point. They will be required to stay in their new classification for a minimum of one (1) year from date of transfer. They shall continue to accrue seniority in their part-time Station Attendant classification while in the part-time Customer Service Agent position.

- 6.03.02.14 Full Time Station Attendants with a seniority date prior to June 25, 1995 will not be laid-off or placed on laid-off status at the point while part-time Station Attendants are actively employed at the point.

Full-time Station Attendants with a seniority date subsequent to June 25, 1995 may be laid-off at the point, while part-time employees are actively employed. Such employees may bump/displace the most junior part-time Station Attendant at the point. These employees will assume the status of part-time Station Attendant and will not exceed the maximum part-time wage rate.

Full-time Station Attendants pre and post 1990 may elect to bump in accordance with Article 16.15 and subject to Article 16.10.02 in the division/system, in accordance with their seniority to retain full-time status.

The "bumping" process will be conducted on a step-by-step basis in accordance with information received in terms of employee preference. Employees will only be notified of the outcome in terms of their individual status once the exercise is complete and final.

Part-time Station Attendants, when laid-off, may not "bump"/displace other more junior full-time Station Attendants at the point.

- 6.03.02.15 The application of Article 20.10, Severance Pay, will not apply to part-time Station Attendants.

- 6.03.02.16 In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Station Attendants.

Group Life Insurance

The level of coverage will be two and one-half (2 1/2) times the basic annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

Group Disability Income Plan

Not available to part-time Station Attendants.

Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be Ten Thousand Dollars (\$10,000.00).

Group Dental Insurance

Not available to part-time Station Attendants.

Group insurance coverage for temporary full-time employees will be in accordance with LOU #1. Such benefits, once established, are retained even if an employee's status reverts back to part-time, providing that employment has been continuous.

- 6.03.02.17 The process for employee change of status from a part-time Station Attendant to a temporary full-time Station Attendant will be as follows:
- a) The Company will advise a part-time Station Attendant, in order of seniority and in writing, when a temporary full-time assignment is available. The employee must advise his local Manager of his decision, verbally, within twenty-four (24) hours followed, in writing, within seventy-two (72) hours of the date of such offer. If an employee declines an offer of temporary full-time employment, he will be ineligible for consideration for a period of sixty (60) days from date of declination.
 - b) Employees wishing to convert from temporary full-time to part-time will communicate, in writing, to the Local Manager responsible for staffing/shift scheduling. Such requests will be actioned in order of seniority and in accordance with operational requirements.
 - c) A part-time Station Attendant may advise the Company, in writing, that he is not interested in temporary full-time Station Attendant employment.
 - d) Employees are expected to maintain a current point of telephone contact with the Company in order to facilitate the canvassing for full-time hours.
 - e) Should the Company be unable to contact an employee within forty-eight (48) hours, the employee will be bypassed for the assignment of full-time hours (two (2) calls in each twenty-four (24) hour period).

- f) Changes of status to temporary full-time or from temporary full-time, will result in proration of vacation pay for vacation periods affected by any such changes, based on the employment status in which the vacation was earned. Examples are in Letter of Understanding No. 24.

NOTE: If any portion of a month is worked in full-time status, that month shall be credited as a full-time month.

- g) Part-time Station Attendant rates of pay, as indicated in Article 6.03.02.04, are applicable to temporary full-time Station Attendant assignments.
- h) Scheduled advancement in pay will be applied on a week for week basis when a part-time Station Attendant's status is changed to temporary full-time Station Attendant.
- i) If an assignment to temporary full-time Station Attendant exceeds twenty-six (26) weeks, the employee's status shall be changed to permanent full-time Station Attendant.

6.03.02.18 The Company may change an employee's employment status from temporary full-time to part-time or vice-versa based on operational requirements. Employees will be provided three (3) days notice of such change in employment status, subject to maintaining reasonable manpower distribution and shift coverage.

Such changes will be for a minimum duration of one (1) week/cycle and will be implemented, where required, to maintain reasonable manpower distribution and shift coverage.

Hours worked will be balanced through scheduled days on/off in accordance with each employee's status and shift pattern.

6.03.02.19 All job security provisions of this Collective Agreement do not apply to part-time Station Attendants.

6.03.03 Part-Time Employment – Cabin Servicing & Cleaning Attendant

6.03.03.01 The Company will continue to staff its operations with "full-time" employees whenever a reasonable degree of employee utilization can be achieved. It is recognized that the use of part-time employment may be utilized due to varying workloads and operational requirements.

6.03.03.02 The number of part-time Cabin Servicing & Cleaning Attendants will not exceed twenty five (25%) of the total number of permanent employees in the classifications of Lead Cabin Servicing & Cleaning Attendant and full-time Cabin Servicing & Cleaning Attendant at the point, as at September 25th each year for application and adjustment at the time of major shift schedule changes during the following twelve (12) month period. In addition at, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's, the total number of part-time Cabin Servicing & Cleaning Attendants shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Cabin Servicing & Cleaning Attendant and Cabin Servicing & Cleaning Attendant. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Cabin Servicing & Cleaning Attendants and full time Cabin Servicing & Cleaning Attendants and the allowable number of part-time Cabin Servicing & Cleaning Attendants for each point.

NOTE 1: Up to five (5) part-time Cabin Servicing & Cleaning Attendants may be employed at any one point regardless of the thirty-five percent (35%) ratio.

NOTE 2: If an employee declines an offer of permanent full-time employment, he will be ineligible for further consideration for a period of one (1) year from the date of declination.

NOTE 3: A part-time Cabin Servicing & Cleaning Attendant may advise the Company, in writing, with a copy to their Regional Shop Committee, that he is not interested in permanent full-time Cabin Servicing & Cleaning Attendant employment. Such advice will be actioned upon receipt of written notification by FAX or Canada Post, to:

Director, Labour Relations

Air Canada Center 1263
P.O. Box 14000 , Station Airport
Dorval, Quebec
H4Y 1H4

6.03.03.03 Part-time employees will establish a seniority date applicable to full-time or part-time status as a Cabin Servicing & Cleaning Attendant. Seniority provisions for part-time Cabin Servicing & Cleaning Attendants are applicable at the point only, unless as indicated otherwise.

- 6.03.03.04 Rates of pay, as enumerated in Article 7, are on an hourly basis up to a maximum of the Part-Time Cabin Servicing & Cleaning Attendant 4 rate of pay.

Scheduled advancement in pay for part-time Cabin Servicing & Cleaning Attendants will occur following completion of twenty four (24) months of service or 2080 hours of work, which ever occurs first, in the classification for all levels of the salary scale.

- 6.03.03.05 With the exception of training, part-time Cabin Servicing & Cleaning Attendants may be scheduled to work up to thirty-two (32) hours per week, and up to eight (8) hours per day.

In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and conditions and/or alternatives to meet the need.

- 6.03.03.06 Overtime credits will apply when total hours worked exceeds forty (40) hours within seven (7) calendar days commencing Sunday or when hours worked exceed eight (8) hours in any twenty-four (24) hour period.

- 6.03.03.07 In the application of Article 10.02.07.01, overtime will be offered to full-time Cabin Servicing & Cleaning Attendants prior to offering overtime to part-time Cabin Servicing & Cleaning Attendants

- 6.03.03.08 The application of Article 10.02.11, Time Bank, does not apply to Part-Time Cabin Servicing & Cleaning Attendants.

- 6.03.03.09 Part-time Cabin Servicing & Cleaning Attendants will be eligible to perform acting/relief assignments in the classifications of Lead Cabin Servicing & Cleaning Attendant and Customer Service Agent.

- 6.03.03.10 Probation for part-time Cabin Servicing & Cleaning Attendants will consist of a period of twenty-six (26) weeks.

- 6.03.03.11 Statutory Holidays for part-time Cabin Servicing & Cleaning Attendants:

Article 12.01 The credit will be six (6) hours at straight time.

Article 12.02 The credit will be six (6) hours at straight time.

Article 12.03.01 The credit will be four (4) hours at straight time in lieu of the holiday(s).

- 6.03.03.12 Vacation application will be determined on a local basis in accordance with Articles 13.04 and 13.06.

Article 13.02 – The credit for part-time Cabin Servicing & Cleaning Attendants will be four (4) hours at straight time.

- 6.03.03.13 Part-time Cabin Servicing & Cleaning Attendants will have the ability to transfer to another point in order to secure a permanent full-time position.

Part-time Cabin Servicing and Cleaning Attendants will have the ability, should they have the requirements, to transfer into the part-time Customer Service Agent classification at the point. They will be required to stay in their new classification for a minimum of one (1) year from the date of transfer. They shall continue to accrue seniority in their part-time Cabin Servicing and Cleaning Attendant classification while in the p/t CSA position.

- 6.03.03.14 Full Time Cabin Servicing & Cleaning Attendants with a seniority date prior to June 25, 1995 will not be laid-off or placed on laid-off status at the point while part-time Cabin Servicing & Cleaning Attendants are actively employed at the point.

Full-time Cabin Servicing & Cleaning Attendants with a seniority date subsequent to June 25, 1995 may be laid-off at the point, while part-time employees are actively employed. Such employees may bump/displace the most junior part-time Cabin Servicing & Cleaning Attendant at the point. These employees will assume the status of part-time Cabin Servicing & Cleaning Attendant and will not exceed the maximum part-time wage rate.

Full-time Cabin Servicing & Cleaning Attendants with a seniority date of June 13, 1997 or earlier may elect to bump in accordance with Article 16.15 and subject to Article 16.10.02 in the division/system, in accordance with their seniority to retain full-time status. Full-time and part-time Cabin Servicing & Cleaning Attendants with a seniority date post June 13, 1997 may elect to bump in accordance with the "One Category Memorandum" dated June 13, 1997.

The "bumping" process will be conducted on a step-by-step basis in accordance with information received in terms of employee preference. Employees will only be notified of the outcome in terms of their individual status once the exercise is complete and final.

Part-time Cabin Servicing & Cleaning Attendants, when laid-off, may not "bump"/displace other more junior full-time Cabin Servicing & Cleaning Attendants at the point.

- 6.03.03.15 The application of Article 20.10, Severance Pay, will not apply to part-time Cabin Servicing & Cleaning Attendants.
- 6.03.03.16 In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Cabin Servicing & Cleaning Attendants.

Group Life Insurance

The level of coverage will be two and one-half (2 1/2) times the basic annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

Group Disability Income Plan

Not available to part-time Cabin Servicing & Cleaning Attendants.

Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be Ten Thousand Dollars (\$10,000.00).

Group Dental Insurance

Not available to part-time Cabin Servicing & Cleaning Attendants.

Group insurance coverage for temporary full-time employees will be in accordance with LOU #1. Such benefits, once established, are retained even if an employee's status reverts back to part-time, providing that employment has been continuous.

- 6.03.03.17 The process for employee change of status from a part-time Cabin Servicing & Cleaning Attendant to a temporary full-time Cabin Servicing & Cleaning Attendant will be as follows:
- a) The Company will advise a part-time Cabin Servicing & Cleaning Attendant, in order of seniority and in writing, when a temporary full-time assignment is available. The employee must advise his local Manager of his decision, verbally, within twenty-four (24) hours followed, in writing, within seventy-two (72) hours of the date of such offer. If an employee declines an offer of temporary full-time employment, he will be ineligible for consideration for a period of sixty (60) days from date of declination.
 - b) Employees wishing to convert from temporary full-time to part-time will communicate, in writing, to the Local Manager responsible for staffing/shift scheduling. Such requests will be actioned in order of seniority and in accordance with operational requirements.

- c) A part-time Cabin Servicing & Cleaning Attendant may advise the Company, in writing, that he is not interested in temporary full-time Cabin Servicing & Cleaning Attendant employment.
- d) Employees are expected to maintain a current point of telephone contact with the Company in order to facilitate the canvassing for full-time hours.
- e) Should the Company be unable to contact an employee within forty-eight (48) hours, the employee will be bypassed for the assignment of full-time hours (two (2) calls in each twenty-four (24) hour period).
- f) Changes of status to temporary full-time or from temporary full-time, will result in proration of vacation pay for vacation periods affected by any such changes, based on the employment status in which the vacation was earned. Examples are in Letter of Understanding No. 24.

NOTE: If any portion of a month is worked in full-time status, that month shall be credited as a full-time month.

- g) Part-time Cabin Servicing & Cleaning Attendant rates of pay, as indicated in Article 6.03.03.04, are applicable to temporary full-time Cabin Servicing & Cleaning Attendant assignments.
- h) Scheduled advancement in pay will be applied on a week for week basis when a part-time Cabin Servicing & Cleaning Attendant's status is changed to temporary full-time Cabin Servicing & Cleaning Attendant.
- i) If an assignment to temporary full-time Cabin Servicing & Cleaning Attendant exceeds twenty-six (26) weeks, the employee's status shall be changed to permanent full-time Cabin Servicing & Cleaning Attendant.

6.03.03.18 The Company may change an employee's employment status from temporary full-time to part-time or vice-versa based on operational requirements. Employees will be provided three (3) days notice of such change in employment status, subject to maintaining reasonable manpower distribution and shift coverage.

Such changes will be for a minimum duration of one (1) week/cycle and will be implemented, where required, to maintain reasonable manpower distribution and shift coverage.

Hours worked will be balanced through scheduled days on/off in accordance with each employee's status and shift pattern.

6.03.03.19 All job security provisions of this Collective Agreement do not apply to part-time Cabin Servicing & Cleaning Attendants.

6.03.03.20 Part-time Cabin Servicing & Cleaning Attendants will have the ability to transfer to another point in order to secure a permanent full-time Cabin Servicing Cleaning Attendant position.

6.03.04 Part-Time Employment – Customer Service Agent

6.03.04.01 The number of part-time Customer Service Agents will not exceed twenty-five percent (25%) of the total number of permanent employees in the classification of Lead Customer Service Agent – Cargo, Lead Customer Service Agent – Baggage, Customer Service Agent – Airports and Customer Service Agents at the point, as at September 25th each year for application and adjustment during the following twelve (12) month period. In addition, at, Saskatoon, Regina, Thunder Bay, Quebec City, Fredericton, Saint John, Moncton, Charlottetown and St. John's the total number of part-time Customer Service Agents shall not exceed thirty five percent (35%) of the total number of employees in the classifications of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage and Customer Service Agents. The Company shall advise District Lodge 140 by October 15th each year, of the number of Lead Customer Service Agents – Cargo, Lead Customer Service Agents – Baggage, Customer Service Agent – Airports and Customer Service Agents and the allowable number of part-time Customer Service Agents.

NOTE: Up to three (3) part-time Customer Service Agents may be employed at any one point regardless of the thirty five percent (35%) ratio.

6.03.04.02 The above noted number of part-time Customer Service Agents will be realized through normal vacancies and filled by the retirement phase-in program, and at the point applicants to vacancy notices and new hires.

6.03.04.03 Part-time Customer Service Agents will establish a seniority date applicable to their date of entry into the classification. Seniority provisions for part-time Customer Service Agents are applicable to the point only, unless as indicated otherwise. For the purpose of seniority applications, Customer Service Agent – Part-Time will be considered a basic classification.

6.03.04.04 Rates of pay are on an hourly basis as enumerated in Article 7-

6.03.04.05 Part-Time Customer Service Agents may be scheduled up to thirty two (32) hours per week, and up to eight (8) hours per day. Unless agreed to otherwise, such employees will be provided a monthly shift schedule.

- 6.03.04.06 Overtime credits will apply when total hours worked exceeds forty (40) hours within seven (7) calendar days commencing Sunday or when hours worked exceed eight (8) hours in any twenty-four (24) hour period.
- 6.03.04.07 In the application of Article 10.02.07.01, overtime will be offered to full-time Customer Service Agents prior to offering overtime to part-time Customer Service Agents.
- 6.03.04.08 The application of Article 10.02.11, Time Bank, does not apply to part-time Customer Service Agents.
- 6.03.04.09 Statutory Holidays for part-time Customer Service Agents will be in accordance with the Canada Labour Code.
- 6.03.04.10 Vacation application will be determined on a local basis in accordance with Articles 13.04 and 13.06.
- Article 13.02 – The credit for part-time Customer Service Agents will be four (4) hours at straight time.
- 6.03.04.11 The application of Article 20.10, Severance Pay, will not apply to part-time Customer Service Agents.
- 6.03.04.12 In the application of Letter of Understanding No. 1, the following exceptions apply to part-time Customer Service Agents.

Group Life Insurance

The level of coverage will be two and one-half (2 1/2) times the basic annual earnings up to a maximum of Twenty Five Thousand Dollars (\$25,000.00).

Group Disability Income Plan

Not available to part-time Customer Service Agents.

Supplementary Health Insurance

The Company will pay the full cost of Plan II. The maximum aggregate under the Supplementary Health Plan will be Ten Thousand Dollars (\$10,000.00).

Group Dental Insurance

Not available to part-time Customer Service Agents.

Group insurance coverage for temporary full-time employees will be in accordance with LOU #1. Such benefits, once established, are retained even if an employee's status reverts back to part-time, providing that employment has been continuous.

- 6.03.04.13 All job security provisions of this Collective Agreement do not apply to part-time Customer Service Agents.
- 6.03.04.14 In situations where additional flexibility is required, the Company and the Union may discuss and agree on site specific terms and working conditions, and/or other alternatives to meet the need.
- 6.03.04.15 An employee must have the qualifications in order to exercise their seniority rights to bump into the part-time Customer Service Agents classification.

6.04 GENERAL

6.04.01 Line of Promotion

Promotion from one classification to another shall be contingent upon a vacancy in the higher classification, in accordance with the provisions of Article 16.11 – Promotions and LOU #4 (where applicable), as follows:

NOTE : In the event of no qualified applicants, the Company will hire externally as required.

Promotion to:

6.04.01.01 Lead Cabin Servicing & Cleaning Attendant

Addressed to all Cabin Servicing and Cleaning Attendants (full time and part-time), Cargo Communications Operators and Station Attendants – Part-Time. Selection will be on the basis of point seniority.

NOTE: Secondary consideration to be given to part-time Customer Service Agents.

6.04.01.02 **Lead Station Attendant**

Addressed to Station Attendants, Airports/Cargo Trainers I and Gate Planners. Selection will be on the basis of Station Attendant Seniority.

NOTE: Secondary consideration to be given to Cargo Communications Operators, Baggage Claim Coordinators, Customer Service Agents – Part-Time, Station Attendants – Part-Time, Lead Cabin Servicing & Cleaning Attendants and all Cabin Servicing & Cleaning and Attendants (full time and part-time) at the point only.

6.04.01.02.01 The number of Lead Station Attendants will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Station Attendants to Lead Station Attendants at any one point will not exceed twelve (12) to one (1).

Notwithstanding the terms of the ratio as outlined above, it is further agreed that the number of Station Attendants assigned to any one (1) Lead Station Attendant, shall not exceed sixteen (16).

NOTE: In the event it is necessary to split up a crew assigned to a Lead Station Attendant, to work on more than one flight at a time, the Lead will only be personally responsible for activities taking place under his direction on the particular flight on which he is working.

6.04.01.03 **Customer Service Agent**

Addressed to Lead Station Attendants, Station Attendants, Lead Cabin Servicing & Cleaning Attendants, Cabin Servicing & Cleaning Attendants, Gate Planners, Baggage Claim Representatives, Airports/Cargo Trainers I and Customer Service Agents – Part-Time. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

NOTE 1: For the purpose of determining the senior applicant, a part-time Customer Service Agent (hired prior to November 1, 2011) who has no previous service as a Station Attendant will use their date of part-time Customer Service Agent.

NOTE 2: Secondary consideration to be given to Cargo Communications Operators, Baggage Claim Coordinators, Station Attendants – Part-Time, and Cabin Servicing & Cleaning Attendants part-time at the point only.

6.04.01.03.01 **Customer Service Agent-Part Time**

Vacancy Notice addressed, at the point only, to Station Attendants (full time and part time) Selection will be on the basis of point Seniority.

NOTE: Secondary consideration, at the point only, to be given to Lead Cabin Servicing and Cleaning Attendants and Cabin Servicing and Cleaning Attendants (full time and part time).

6.04.01.04 **Customer Service Agent – Weight & Balance**

Addressed to Customer Service Agents, Lead Station Attendants, Station Attendants. Selection will be on the basis of Station Attendant seniority.

6.04.01.05 **Customer Service Agent – Airports**

Addressed to Customer Service Agents, Customer Service Agents – Weight & Balance, all Lead Customer Service Agents, Lead Station Attendants and Station Attendants. Selection will be on the basis of the applicant's seniority in basic classification.

NOTE: Secondary consideration to be given to Cargo Communications Operator, Station Attendant – Part-Time, Customer Service Agent – Part-Time, all Cabin Servicing & Cleaning Attendant (full time and part-time) and Lead Cabin Servicing & Cleaning Attendant at the point only. Selection will be on the basis of basic classification seniority date.

6.04.01.06 **Lead Customer Service Agent**

Addressed to Customer Service Agents, and Airports/Cargo Trainers II. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

NOTE: Secondary consideration to be given to Baggage Claim Representatives, Gate Planners, Airports/Cargo Trainers I, Lead Station Attendants, Station Attendants, Cargo Communications Operators, Customer Service Agents – Part Time, Station Attendants – Part-Time, Lead Cabin Servicing & Cleaning Attendants and all Cabin Servicing and Cleaning Attendants (full time and part-time) at the point only. Selection will be on the basis of basic classification seniority date.

6.04.01.07 Lead Customer Service Agent – Cargo

Addressed to Customer Service Agents. . Selection will be on the basis of the applicant's seniority in their most recent basic classification.

NOTE: Secondary consideration to be given to Lead Station Attendants, Station Attendants, Cargo Communications Operators, Station Attendants – Part-Time, Cabin Servicing & Cleaning Attendants at the point only.. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

6.04.01.08 Lead Customer Service Agent – Baggage

Addressed to Customer Service Agents, Central Baggage Performance Agents and Central Baggage Tracing Agents. Selection will be on the basis of basic classification seniority.

NOTE: Secondary consideration to be given to Lead Station Attendants, Station Attendants, Cargo Communications Operators, Station Attendants – Part-Time, all Cabin Servicing & Cleaning Attendants (full time and part-time) at the point only.- Selection will be on the basis of the applicant's seniority in basic classification.

6.04.01.09 Lead Customer Service Agent – Weight & Balance

Addressed to Customer Service Agents – Weight & Balance. Selection will be on the basis of the applicant's seniority in basic classification.

6.04.01.10 C.R.U. Specialist

Addressed to Customer Service Agent – Airports, Lead Customer Service Agent – Cargo, Customer Service Agents (one of last three years in Cargo). Prime consideration will be given to qualified Lead Customer Service Agents – Cargo. Selection will be on the basis of Customer Service Agent seniority. In the event there are insufficient successful applicants from the foregoing classifications, consideration will be given to other qualified applicants on the basis of seniority in the basic classification(s).

6.04.01.11 Lead Customer Service Agent – Airports

Addressed to Customer Service Agents – Airports. Selection will be on the basis of the applicant's seniority in the basic classification.

6.04.01.12 Central Baggage Performance Agent

Addressed to Central Baggage Tracing Agents and Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

6.04.01.13 Central Baggage Tracing Agent

Addressed to Customer Service Agents. Selection will be on the basis of Customer Service Agent seniority.

6.04.01.14 Lead C.R.U. Specialist

Addressed to C.R.U. Specialists. Selection will be on the basis of basic classification seniority.

6.04.01.15 Gate Planner

Vacancy notice addressed to all Lead Station Attendants, Airport/Cargo Trainers 1 and Station Attendants who, as a minimum meet the requirements of article 6.04.02. Selection will be in accordance with article 16.11.05 and Letter of Understanding No. 4. . Selection will be on the basis of the applicant's seniority in their most recent basic classification.

Secondary consideration to be given to Baggage Claims Coordinators, Station Attendants - part-time, Customer Service Agents – part-time, Lead Cabin Servicing and Cleaning Attendants and all Cabin Servicing and Cleaning Attendants (full time and part-time) at the point only.

6.04.01.16 Baggage Claims Representatives

Vacancy notice addressed to Baggage Claims Coordinators, who, as a minimum, meet the requirements of article 6.04.02. Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

Note: Secondary consideration will be given to qualified candidates of other categories and classifications within the collective agreement.

6.04.01.17 Airport/Cargo Trainer Level 1

Vacancy notice addressed to all employees holding seniority within the Station Attendant and Lead Station Attendant classifications who, as a minimum, meet the requirements of Article 6.04.02. Selection will be in accordance with article 16.11.05 and Appendix to Letter of Understanding No. 4. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

Note: Secondary consideration will be given to all employees covered by the agreement who, as a minimum, meet the requirements of Article 6.04.02. Selection from this group will be; primary consideration given to the qualified applicants in classifications within Airports & Cargo Operations, and secondary consideration given to qualified applicants in classifications within Technical Services and Logistics & Supplies.

6.04.01.18 Airport/Cargo Trainer Level 2

Vacancy notice addressed to all employees holding seniority within the Customer Service Agent and Lead Customer Service Agent classifications who, as a minimum, meet the requirements of Article 6.04.02. Selection will be in accordance with article 16.11.05 and Appendix to Letter of Understanding No. 4. Selection will be on the basis of the applicant's seniority in their most recent basic classification.

Note: Secondary consideration will be given to all employees covered by the agreement who, as a minimum, meet the requirements of Article 6.04.02. Selection from this group will be; primary consideration given to the qualified applicants in classifications within Airports & Cargo Operations, and secondary consideration given to qualified applicants in classifications within Technical Services and Logistics & Supplies.

Note: It is agreed that the procedures and principle of Promotion Bulletins and the privileges of above basic will be applied for administrative purposes for the vacancy notices of articles 6.04.01.15 through 6.04.01.18.

6.04.02 Qualifying Examinations

The Agreement requires that to be eligible to apply to Promotional Bulletins covering vacancies in the above basic classifications, employees must have passed the applicable qualifying examinations at least thirty (30) days prior to the issuance of the Promotional Bulletin as follows:

TYPES OF QUALIFICATIONS CLASSIFICATIONS	TYPING	GEOGRAPHY	MATH	PROBLEM SOLVING	RESTRICTED RADIO-TELEPHONE OPER. CERT. (see Note 1 & 3)	LOAD DISPATCH CERT (see Note 5)	STATION ATTENDANT JOB KNOWLEDGE (see NOTE 2)	C.R.U. QUAL. EXAM.	CENTRAL BAGGAGE PERF. QUAL. EXAM	CENTRAL BAGGAGE TRACING QUAL. EXAM	LEAD QUAL. EXAM.	LEAD TRAINING COURSE	LOU #4 STRUCTURED INTERVIEW
LEAD C.R.U. SPECIALIST	•	•	•					•			•	•	•
LEAD CUSTOMER SERVICE AGENT – AIRPORTS	•	•	•		•						•	•	•
CUSTOMER SERVICE AGENT – AIRPORTS	•	•	•		•								
LEAD CUSTOMER SERVICE AGENT – WEIGHT & BALANCE	•	•	•		•	•					•	•	•
CUSTOMER SERVICE AGENT – WEIGHT & BALANCE	•	•	•	•	•								
LEAD CUSTOMER SERVICE AGENT – CARGO	•	•	•								•	•	•
LEAD CUSTOMER SERVICE AGENT – BAGGAGE	•	•	•								•	•	•
LEAD CUSTOMER SERVICE AGENT	•	•	•		•						•	•	•
CUSTOMER SERVICE AGENT	•	•	•		•								
CENTRAL BAGGAGE PERFORMANCE AGENT	•	•	•						•	•			•
CENTRAL BAGGAGE TRACING AGENT	•	•	•		•					•			•
LEAD STATION ATTENDANT		•					•				•		
LEAD CABIN SERVICING & CLEANING ATTENDANT											•		

NOTE 1: Must possess a “Certificate of Proficiency in Radio” of at least the minimum grade provided by law to operate Company telecommunications/radio equipment according to Government regulations

NOTE 2: Aircraft type examinations included in this requirement.

NOTE 3: The Restricted Radio-Telephone Operators Certificate is a requirement of the Lead Customer Service Agent and Customer Service Agent classifications at some stations.

NOTE 4: For the second posting of Promotional Bulletins and for the posting of Vacancy Notices, the requirement to qualify thirty (30) days prior is not applicable.

NOTE 5: For Customer Service Agent – Weight & Balance qualifying examinations, see Publication 160, Chapter 10.

6.04.02 Qualifying Examinations

The Agreement requires that to be eligible to apply to Promotional Bulletins covering vacancies in the above basic classifications, employees must have passed the applicable qualifying examinations at least thirty (30) days prior to the issuance of the Promotional Bulletin as follows:

	Geography and Station Attendant job knowledge (see note 2 in article 6.04.02)	Hold a valid Airport Restricted Area pass	Hold a valid DA pass (note)	Word Level 1	Excel Level 1	PowerPoint Level 1	Airport and operational knowledge exam	Working knowledge of Netline	Working knowledge of Ops	Working knowledge or RES	CRU qualifying test	Demonstrated skill in area of expertise as applicable (i.e. Airport or Cargo, CEQ)	1 year work experience as a CSA in the work area where the vacancy exists (e. Airport or Cargo)	Free of any restrictions that will prevent entry into other countries (ability to hold a passport)	LOU 4 – Structured Interview
Gate Planner		X		X	X		X		X	X					X
Airports / Cargo Trainer Level I	X	X	X	X	X			X				X		X	X
Airports / Cargo Trainer Level II	X	X	X	X	X	X		X				X	X	X	X
CRU Specialist				X	X	X			X	X	X	X			X
Baggage Claims Representative				X	X					X		X		X	X

X = Essential qualifications

Note: For some airport locations a “D” license will be required and must be obtained within six (6) months following advice of requirement in order to maintain employment in the classification

6.04.02.01 **Training Failures**

Employees having a training failure for above basic classifications, introductory or basic training courses in the Airport & Cargo Operations Category, will be subject to the following:

- a) One (1) re-write for an examination will be provided, by the Company, within thirty (30) days of the date of the failed examination. Employees will be notified of the results of their examination within ten (10) calendar days of the date of the examination.
- b) If the employee is unsuccessful in the above noted re-write examination or if the employee elects not to take the re-write examination, the employee will be ineligible to qualify for the position for a period of six (6) months. This six (6) month period will be from the date of the initial examination.
- c) Following an employee request, examination results will be reviewed with the employee.
- d) Results of the training examinations shall remain as a permanent record on the employee's Personal File.
- e) The training examination requirements for the classification of "Customer Service Agent – Weight & Balance", are as set out in Company Publication 160.

6.04.02.02 **Qualifying Examination Requirements**

To be eligible to take the applicable qualifying examination, an employee must have completed a probationary period and be designated as permanent.

6.04.02.03 **Qualifying Examination Failures**

Employees having a basic qualifying examination failure (e.g., typing, geography & math) will be subject to the following:

- a) One (1) re-write for a qualifying examination will be provided, by the Company, within thirty (30) days of the date of the failed qualifying exam.
- b) If the employee is unsuccessful in the above noted re-examination or if the employee fails to take the re-write examination, the employee will be ineligible to re-apply for the basic qualifying exam for a period of six (6) months. This six (6) month period will be from the date of the initial examination

6.04.03 Language Requirements (English & French)

6.04.03.01 An employee promoted or transferred to public contact positions at the following locations must have Level II language capability at the time of promotion or transfer, until the station has met its numerical level of language capability for the classification.

a) These levels are:

Classification: Customer Service Agent – Airports

<u>Stations</u>	<u>Bilingual Requirement</u>
Fredericton	3

Classification: Customer Service Agent – Weight & Balance

<u>Stations</u>	<u>Bilingual Requirement</u>
Montreal	All

Classification: Customer Service Agent (Cargo Office)

<u>Stations</u>	<u>Bilingual Requirement</u>	<u>Stations</u>	<u>Bilingual Requirement</u>
Montreal	All	Moncton	3
Quebec City	All	Ottawa	6

Classification: Customer Service Agent (Baggage Office)

<u>Stations</u>	<u>Bilingual Requirement</u>
Montreal	All
Quebec City	All
Ottawa	6
Toronto	8
Winnipeg	3

Classification: Customer Service Agent

<u>Stations</u>	<u>Bilingual Requirement</u>
Saint John	2

Classification: Airport/Cargo Trainer, Level I and Level II

Stations	Bilingual Requirement
All stations within the Province of Quebec	All
Ottawa	Minimum 1
	Classification: Gate Planner

Stations	Bilingual Requirement
All stations within the Province of Quebec	All

Classification: Baggage Claim Representative

Stations	Bilingual Requirement
Montreal	All

- b) Employees selected for promotion or transfer will be required to acquire Level III language capability within twelve (12) months of occupying such position.
- c) In cases where the employee is required to acquire the necessary language skills on Company time/expense and is unable to achieve the necessary proficiency to progress from one level to another, he will be required to revert to a lower classification at the point not requiring a knowledge of both languages or consistent with his seniority lateral transfer to a location not having a language requirement.
- d) Where the numerical level of language capability has been met, promotions and transfers will be actioned in the same manner as all other classifications.

6.04.03.02 In addition to the above, an employee promoted or transferred to any above basic classification within the Airport & Cargo Operations Business Unit, in the Province of Quebec, must have Level II language capability at the time of promotion or transfer.

- a) The Company will continue to encourage all public contact employees to acquire a second language capability on their own time, in accordance with the Company policy.
- b) Where language capability of public contact employees at any location does not meet requirements, a language training program may be implemented to assist such employees by providing language training at Company expense, in accordance with Company policy. The details of such a training program will be discussed with the Union prior to implementation.
- c) Airport & Cargo Operations Business Unit Promotional Bulletin, Vacancy Notice and Transfer Procedures, will be in accordance with the understandings covered in .01 and .02 above.
- d) An employee promoted or transferred to the positions of Central Baggage Performance Agent or Central Baggage Tracing Agent must have Level III language capability in both official languages at the time of promotion or transfer.

6.04.03.03 A copy of all complaints received from the Office of the Commissioner of Official Languages will be provided to the appropriate District Lodge 140 Regional General Chairperson, who will investigate the situation and provide a written submission with recommendations to correct the problem to assist the Company in completing its official response.

6.04.04 **Seniority**

The establishment of seniority will be limited to the classification(s) in which an employee has been permanently assigned by means of a bulletin or permanent hiring. Seniority privileges will be limited to those classifications in which an employee holds seniority.

ARTICLE 7 – RATES OF PAY – AIRPORT & CARGO OPERATIONS

7.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty (40) hours with a one half hour paid meal period; if the scheduled working hours are reduced below forty (40) hours, the rate of pay shall be correspondingly reduced.

Note: Employees in part-time classifications are enumerated on an hourly basis.

7.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.

7.03 For employees hired into the classifications of Station Attendant and Cabin Servicing & Cleaning Attendant, scheduled advancement in pay will be automatic upon the first day of the pay period, following completion of one (1) year's service in the classification for all levels of the salary scale.

Scheduled advancement in pay, for employees hired into the classification of Cargo Communications Operator, will be automatic upon the first day of the pay period, following completion of one (1) year's service in each level of the salary scale.

NOTE: Employees with a Company Service Date prior to November 9, 1985, transferring into the classification of Station Attendant will commence at the sixth (6th) level of the salary scale. Employees transferring into the classification of Cabin Servicing & Cleaning Attendant will commence at the fifth (5th) level of the salary scale. Employees transferring into the classification of Cargo Communications Operator, will commence at the third (3rd) level of the salary scale.

7.03.01 Scheduled advancement in pay within the salary scales established for the classification of Customer Service Agent, Lead Station Attendant and Gate Planner, Airport & Cargo Trainer Level 1, Airport & Cargo Level II, Baggage Claims Coordinator, Baggage Claims Representative and Lead Cabin Servicing & Cleaning Attendant, subject to other provisions of this Agreement shall be automatic upon the first day of the pay period following completion of service of each period of one (1) year.

- 7.03.02 Scheduled advancement in pay within the salary scales established for the classifications of Customer Service Agent – Weight & Balance, Customer Service Agent – Airports, and Cargo Rating Unit Specialist, shall be automatic upon the first day of the pay period following the completion of the requirements specified below:
- a) One (1) year must have elapsed since the date of his last reclassification.
 - b) During the one (1) year period, the employee must have actually worked in the classification a minimum of 1904 hours on a 5/2 type work schedule or 1760 hours on a 6/3 type work schedule (or their equivalent), whichever is greater, subject to the provisions that time allowed as annual vacation shall be considered as time actually worked in the classification.
- 7.03.03 Employees working in a higher classification other than their own, will continue to accrue salary progression in the lower classification(s) in which they hold seniority in, subject to the provisions of Article 7.03.02.
- 7.03.04 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement, shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression with the exception of the classifications of Customer Service Agent – Weight & Balance, and Cargo Rating Unit Specialist.
- NOTE:** Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions for their classification.
- 7.03.05 Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.
- 7.03.06 Lead Station Attendants reclassified to Customer Service Agent will retain their Lead Station Attendant rate of pay for the first twenty-six (26) week period in the new classification, following which they will receive the next higher rate of pay in the Customer Service Agent salary scale.
- 7.04 The following are the rates of pay for all classifications in the Airport & Cargo Operations Business Unit covered by this Agreement.

AIRPORT & CARGO OPERATIONS	PERIOD 1		PERIOD 2		PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011		APRIL 1, 2012		APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Lead Cargo Rating Unit Specialist													
Cargo Rating Unit Specialist 3	\$1,168.11	\$29.20	\$1,168.11	\$29.20	\$1,191.47	\$29.79	\$5,177.23	\$1,227.22	\$30.68	\$5,332.55	\$1,264.03	\$31.60	\$5,492.52
Cargo Rating Unit Specialist 2	\$1,134.65	\$28.37	\$1,134.65	\$28.37	\$1,157.34	\$28.93	\$5,028.93	\$1,192.06	\$29.80	\$5,179.80	\$1,227.83	\$30.70	\$5,335.19
Cargo Rating Unit Specialist 1	\$1,050.73	\$26.27	\$1,050.73	\$26.27	\$1,071.74	\$26.79	\$4,656.99	\$1,103.90	\$27.60	\$4,796.70	\$1,137.01	\$28.43	\$4,940.60
Lead Customer Service Agent - Airports	\$1,158.19	\$28.95	\$1,158.19	\$28.95	\$1,181.35	\$29.53	\$5,133.26	\$1,216.79	\$30.42	\$5,287.26	\$1,253.30	\$31.33	\$5,445.88
Customer Service Agent - Airports 2	\$1,087.41	\$27.19	\$1,087.41	\$27.19	\$1,109.16	\$27.73	\$4,819.56	\$1,142.43	\$28.56	\$4,964.14	\$1,176.71	\$29.42	\$5,113.07
Customer Service Agent - Airports 1	\$1,045.17	\$26.13	\$1,045.17	\$26.13	\$1,066.07	\$26.65	\$4,632.34	\$1,098.06	\$27.45	\$4,771.31	\$1,131.00	\$28.27	\$4,914.45
Lead Customer Service Agent - Weight & Balance	\$1,158.19	\$28.95	\$1,158.19	\$28.95	\$1,181.35	\$29.53	\$5,133.26	\$1,216.79	\$30.42	\$5,287.26	\$1,253.30	\$31.33	\$5,445.88
Customer Service Agent - Weight & Balance 2	\$1,087.41	\$27.19	\$1,087.41	\$27.19	\$1,109.16	\$27.73	\$4,819.56	\$1,142.43	\$28.56	\$4,964.14	\$1,176.71	\$29.42	\$5,113.07
Customer Service Agent - Weight & Balance 1	\$1,045.18	\$26.13	\$1,045.18	\$26.13	\$1,066.08	\$26.65	\$4,632.39	\$1,098.07	\$27.45	\$4,771.36	\$1,131.01	\$28.28	\$4,914.50
Lead Customer Service Agent - Cargo	\$1,130.21	\$28.26	\$1,130.21	\$28.26	\$1,152.81	\$28.82	\$5,009.25	\$1,187.40	\$29.68	\$5,159.53	\$1,223.02	\$30.58	\$5,314.32
Lead Customer Service Agent - Baggage	\$1,130.21	\$28.26	\$1,130.21	\$28.26	\$1,152.81	\$28.82	\$5,009.25	\$1,187.40	\$29.68	\$5,159.53	\$1,223.02	\$30.58	\$5,314.32
Lead Customer Service Agent	\$1,130.21	\$28.26	\$1,130.21	\$28.26	\$1,152.81	\$28.82	\$5,009.25	\$1,187.40	\$29.68	\$5,159.53	\$1,223.02	\$30.58	\$5,314.32
Central Baggage Performance Agent	\$1,081.99	\$27.05	\$1,081.99	\$27.05	\$1,103.63	\$27.59	\$4,795.53	\$1,136.74	\$28.42	\$4,939.40	\$1,170.84	\$29.27	\$5,087.58
Central Baggage Tracing Agent	\$1,071.39	\$26.78	\$1,071.39	\$26.78	\$1,092.82	\$27.32	\$4,748.55	\$1,125.60	\$28.14	\$4,891.01	\$1,159.37	\$28.98	\$5,037.74
Customer Service Agent 2	\$1,060.78	\$26.52	\$1,060.78	\$26.52	\$1,082.00	\$27.05	\$4,701.53	\$1,114.46	\$27.86	\$4,842.57	\$1,147.89	\$28.70	\$4,987.85
Customer Service Agent 1	\$993.06	\$24.83	\$993.06	\$24.83	\$1,012.92	\$25.32	\$4,401.38	\$1,043.31	\$26.08	\$4,533.43	\$1,074.61	\$26.87	\$4,669.43
Customer Service Agent - Part Time		\$16.97		\$16.97		\$17.31			\$17.83			\$18.36	
Lead Station Attendant 2	\$1,042.40	\$26.06	\$1,042.40	\$26.06	\$1,063.25	\$26.58	\$4,620.07	\$1,095.15	\$27.38	\$4,758.67	\$1,128.00	\$28.20	\$4,901.43
Lead Station Attendant 1	\$1,015.70	\$25.39	\$1,015.70	\$25.39	\$1,036.01	\$25.90	\$4,501.73	\$1,067.09	\$26.68	\$4,636.78	\$1,099.11	\$27.48	\$4,775.88

AIRPORT & CARGO OPERATIONS	PERIOD 1		PERIOD 2		PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011		APRIL 1, 2012		APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	Station Attendant 9 (Full-time)-Prior to June 17, 12	\$947.14	\$23.68	\$947.14	\$23.68	\$966.08	\$24.15	\$4,197.86	\$995.07	\$24.88	\$4,323.80	\$1,024.92	\$25.62
Station Attendant 8 (Full-time)-Prior to June 17, 12	\$863.53	\$21.59	\$863.53	\$21.59	\$880.80	\$22.02	\$3,827.29	\$907.22	\$22.68	\$3,942.11	\$934.44	\$23.36	\$4,060.37
Station Attendant 7 (Full-time)-Prior to June 17, 12	\$780.47	\$19.51	\$780.47	\$19.51	\$796.08	\$19.90	\$3,459.15	\$819.96	\$20.50	\$3,562.93	\$844.56	\$21.11	\$3,669.82
Station Attendant 6 (Full-time)-Prior to June 17, 12	\$696.93	\$17.42	\$696.93	\$17.42	\$710.87	\$17.77	\$3,088.89	\$732.19	\$18.30	\$3,181.56	\$754.16	\$18.85	\$3,277.01
Station Attendant 5 (Full-time)-Prior to June 17, 12	\$613.44	\$15.34	\$613.44	\$15.34	\$625.71	\$15.64	\$2,718.85	\$644.48	\$16.11	\$2,800.42	\$663.81	\$16.60	\$2,884.43
Station Attendant 4 (Full-time)-Prior to June 17, 12	\$561.83	\$14.05	\$561.83	\$14.05	\$573.07	\$14.33	\$2,490.11	\$590.26	\$14.76	\$2,564.81	\$607.97	\$15.20	\$2,641.76
Station Attendant 3 (Full-time)-Prior to June 17, 12	\$509.01	\$12.73	\$509.01	\$12.73	\$519.19	\$12.98	\$2,256.01	\$534.77	\$13.37	\$2,323.69	\$550.81	\$13.77	\$2,393.40
Station Attendant 2 (Full-time)-Prior to June 17, 12	\$431.88	\$10.80	\$431.88	\$10.80	\$440.52	\$11.02	\$1,914.15	\$453.73	\$11.35	\$1,971.58	\$467.35	\$11.69	\$2,030.73
Station Attendant 1 (Full-time)-Prior to June 17, 12	\$363.69	\$9.09	\$363.69	\$9.09	\$370.96	\$9.27	\$1,611.93	\$382.09	\$9.55	\$1,660.28	\$393.56	\$9.84	\$1,710.09
Station Attendant 11 (FT)-After 16 June 12	\$947.20	\$23.68	\$947.20	\$23.68	\$966.14	\$24.15	\$4,198.13	\$995.13	\$24.88	\$4,324.07	\$1,024.98	\$25.62	\$4,453.79
Station Attendant 10 (FT)-After 16 June 12	\$863.61	\$21.59	\$863.61	\$21.59	\$880.88	\$22.02	\$3,827.64	\$907.31	\$22.68	\$3,942.47	\$934.53	\$23.36	\$4,060.75
Station Attendant 9 (FT)-After 16 June 12	\$780.41	\$19.51	\$780.41	\$19.51	\$796.02	\$19.90	\$3,458.89	\$819.90	\$20.50	\$3,562.66	\$844.50	\$21.11	\$3,669.53
Station Attendant 8 (FT)-After 16 June 12	\$696.81	\$17.42	\$696.81	\$17.42	\$710.75	\$17.77	\$3,088.36	\$732.07	\$18.30	\$3,181.01	\$754.03	\$18.85	\$3,276.44
Station Attendant 7 (FT)-After 16 June 12	\$656.00	\$16.40	\$656.00	\$16.40	\$669.12	\$16.73	\$2,907.49	\$689.19	\$17.23	\$2,994.71	\$709.87	\$17.75	\$3,084.55
Station Attendant 6 (FT)-After 16 June 12	\$613.60	\$15.34	\$613.60	\$15.34	\$625.87	\$15.65	\$2,719.56	\$644.65	\$16.12	\$2,801.15	\$663.99	\$16.60	\$2,885.18
Station Attendant 5 (FT)-After 16 June 12	\$562.01	\$14.05	\$562.01	\$14.05	\$573.25	\$14.33	\$2,490.91	\$590.45	\$14.76	\$2,565.64	\$608.16	\$15.20	\$2,642.60
Station Attendant 4 (FT)-After 16 June 12	\$535.61	\$13.39	\$535.61	\$13.39	\$546.32	\$13.66	\$2,373.90	\$562.71	\$14.07	\$2,445.12	\$579.59	\$14.49	\$2,518.47
Station Attendant 3 (FT)-After 16 June 12	\$509.21	\$12.73	\$509.21	\$12.73	\$519.39	\$12.98	\$2,256.89	\$534.98	\$13.37	\$2,324.60	\$551.03	\$13.78	\$2,394.34
Station Attendant 2 (FT)-After 16 June 12	\$475.20	\$11.88	\$475.20	\$11.88	\$484.70	\$12.12	\$2,106.15	\$499.25	\$12.48	\$2,169.34	\$514.22	\$12.86	\$2,234.42
Station Attendant 1 (FT)-After 16 June 12	\$431.88	\$10.80	\$431.88	\$10.80	\$440.52	\$11.02	\$1,914.15	\$453.73	\$11.35	\$1,971.58	\$467.35	\$11.69	\$2,030.73

	PERIOD 1		PERIOD 2		PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011		APRIL 1, 2012		APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	AIRPORT & CARGO OPERATIONS												
Station Attendant 5 (PT)-Prior to June 17, 12		\$15.34		\$15.34		\$15.65			\$16.12			\$16.60	
Station Attendant 4 (PT)--Prior to June 17, 12		\$14.05		\$14.05		\$14.33			\$14.76			\$15.20	
Station Attendant 3 (PT)-Prior to June 17, 12		\$12.73		\$12.73		\$12.98			\$13.37			\$13.78	
Station Attendant 2 (PT)-Prior to June 17, 12		\$10.80		\$10.80		\$11.02			\$11.35			\$11.69	
Station Attendant 1 (PT)-Prior to June 17, 12		\$9.09		\$9.09		\$9.27			\$9.55			\$9.84	
Station Attendant 6 (PT)-After 16 June 12		\$15.34		\$15.34		\$15.65			\$16.12			\$16.60	
Station Attendant 5 (PT)-After 16 June 12		\$14.05		\$14.05		\$14.33			\$14.76			\$15.20	
Station Attendant 4 (PT)-After 16 June 12		\$13.39		\$13.39		\$13.66			\$14.07			\$14.49	
Station Attendant 3 (PT)-After 16 June 12		\$12.73		\$12.73		\$12.98			\$13.37			\$13.78	
Station Attendant 2 (PT)-After 16 June 12		\$11.88		\$11.88		\$12.12			\$12.48			\$12.86	
Station Attendant 1 (PT)-After 16 June 12		\$10.80		\$10.80		\$11.02			\$11.35			\$11.69	
Lead Cabin Servicing & Cleaning Attendant 2	\$915.61	\$22.89	\$915.61	\$22.89	\$933.92	\$23.35	\$4,058.11	\$961.94	\$24.05	\$4,179.86	\$990.80	\$24.77	\$4,305.25
Lead Cabin Servicing & Cleaning Attendant 1	\$863.27	\$21.58	\$863.27	\$21.58	\$880.54	\$22.01	\$3,826.14	\$906.95	\$22.67	\$3,940.92	\$934.16	\$23.35	\$4,059.15
Cabin Servicing & Cleaning Attendant Trainer 1-Level 5	\$1,002.40	\$25.06	\$1,002.40	\$25.06	\$1,022.45	\$25.56	\$4,442.78	\$1,053.12	\$26.33	\$4,576.06	\$1,084.72	\$27.12	\$4,713.35
Cabin Servicing & Cleaning Attendant Trainer 1-Level 4	\$947.20	\$23.68	\$947.20	\$23.68	\$966.14	\$24.15	\$4,198.13	\$995.13	\$24.88	\$4,324.07	\$1,024.98	\$25.62	\$4,453.79
Cabin Servicing & Cleaning Attendant Trainer 1-Level 3	\$863.20	\$21.58	\$863.20	\$21.58	\$880.46	\$22.01	\$3,825.83	\$906.88	\$22.67	\$3,940.60	\$934.08	\$23.35	\$4,058.82
Cabin Servicing & Cleaning Attendant Trainer 1-Level 2	\$780.80	\$19.52	\$780.80	\$19.52	\$796.42	\$19.91	\$3,460.62	\$820.31	\$20.51	\$3,564.44	\$844.92	\$21.12	\$3,671.37
Cabin Servicing & Cleaning Attendant Trainer 1-Level 1	\$696.80	\$17.42	\$696.80	\$17.42	\$710.74	\$17.77	\$3,088.32	\$732.06	\$18.30	\$3,180.97	\$754.02	\$18.85	\$3,276.40
Cabin Servicing & Cleaning Attendant 6 (FT)-Prior to 17 June 12	\$832.36	\$20.81	\$832.36	\$20.81	\$849.01	\$21.23	\$3,689.14	\$874.48	\$21.86	\$3,799.81	\$900.71	\$22.52	\$3,913.81
Cabin Servicing & Cleaning Attendant 5 (FT)-Prior to 17 June 12	\$762.93	\$19.07	\$762.93	\$19.07	\$778.19	\$19.45	\$3,381.41	\$801.53	\$20.04	\$3,482.86	\$825.58	\$20.64	\$3,587.34
Cabin Servicing & Cleaning Attendant 4 (FT)-Prior to 17 June 12	\$635.97	\$15.90	\$635.97	\$15.90	\$648.69	\$16.22	\$2,818.71	\$668.15	\$16.70	\$2,903.27	\$688.19	\$17.20	\$2,990.37
Cabin Servicing & Cleaning Attendant 3 (FT)-Prior to 17 June 12	\$509.01	\$12.73	\$509.01	\$12.73	\$519.19	\$12.98	\$2,256.01	\$534.77	\$13.37	\$2,323.69	\$550.81	\$13.77	\$2,393.40

	PERIOD 1		PERIOD 2		PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011		APRIL 1, 2012		APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	AIRPORT & CARGO OPERATIONS												
Cabin Servicing & Cleaning Attendant 2 (FT)-Prior to 17 June 12	\$431.88	\$10.80	\$431.88	\$10.80	\$440.52	\$11.02	\$1,914.15	\$453.73	\$11.35	\$1,971.58	\$467.35	\$11.69	\$2,030.73
Cabin Servicing & Cleaning Attendant 1 (FT)-Prior to 17 June 12	\$363.69	\$9.09	\$363.69	\$9.09	\$370.96	\$9.27	\$1,611.93	\$382.09	\$9.55	\$1,660.28	\$393.56	\$9.84	\$1,710.09
Cabin Servicing & Cleaning Attendant 9 (FT)-After 16 June 12	\$832.41	\$20.81	\$832.41	\$20.81	\$849.06	\$21.23	\$3,689.36	\$874.53	\$21.86	\$3,800.04	\$900.77	\$22.52	\$3,914.04
Cabin Servicing & Cleaning Attendant 8 (FT)-After 16 June 12	\$762.81	\$19.07	\$762.81	\$19.07	\$778.07	\$19.45	\$3,380.88	\$801.41	\$20.04	\$3,482.31	\$825.45	\$20.64	\$3,586.78
Cabin Servicing & Cleaning Attendant 7 (FT)-After 16 June 12	\$656.00	\$16.40	\$656.00	\$16.40	\$669.12	\$16.73	\$2,907.49	\$689.19	\$17.23	\$2,994.71	\$709.87	\$17.75	\$3,084.55
Cabin Servicing & Cleaning Attendant 6 (FT)-After 16 June 12	\$636.00	\$15.90	\$636.00	\$15.90	\$648.72	\$16.22	\$2,818.84	\$668.18	\$16.70	\$2,903.41	\$688.23	\$17.21	\$2,990.51
Cabin Servicing & Cleaning Attendant 5 (FT)-After 16 June 12	\$562.01	\$14.05	\$562.01	\$14.05	\$573.25	\$14.33	\$2,490.91	\$590.45	\$14.76	\$2,565.64	\$608.16	\$15.20	\$2,642.60
Cabin Servicing & Cleaning Attendant 4 (FT)-After 16 June 12	\$535.61	\$13.39	\$535.61	\$13.39	\$546.32	\$13.66	\$2,373.90	\$562.71	\$14.07	\$2,445.12	\$579.59	\$14.49	\$2,518.47
Cabin Servicing & Cleaning Attendant 3 (FT)-After 16 June 12	\$509.21	\$12.73	\$509.21	\$12.73	\$519.39	\$12.98	\$2,256.89	\$534.98	\$13.37	\$2,324.60	\$551.03	\$13.78	\$2,394.34
Cabin Servicing & Cleaning Attendant 2 (FT)-After 16 June 12	\$475.20	\$11.88	\$475.20	\$11.88	\$484.70	\$12.12	\$2,106.15	\$499.25	\$12.48	\$2,169.34	\$514.22	\$12.86	\$2,234.42
Cabin Servicing & Cleaning Attendant 1 (FT)-After 16 June 12	\$431.88	\$10.80	\$431.88	\$10.80	\$440.52	\$11.02	\$1,914.15	\$453.73	\$11.35	\$1,971.58	\$467.35	\$11.69	\$2,030.73
Cabin Servicing & Cleaning Attendant 4 (PT)-Prior to 17 June 12		\$14.05		\$14.05		\$14.33			\$14.76			\$15.20	
Cabin Servicing & Cleaning Attendant 3 (PT)-Prior to 17 June 12		\$12.73		\$12.73		\$12.98			\$13.37			\$13.78	
Cabin Servicing & Cleaning Attendant 2 (PT)-Prior to 17 June 12		\$10.80		\$10.80		\$11.02			\$11.35			\$11.69	
Cabin Servicing & Cleaning Attendant 1 (PT)-Prior to 17 June 12		\$9.09		\$9.09		\$9.27			\$9.55			\$9.84	
Cabin Servicing & Cleaning Attendant 5 (PT)-After 16 June 12		\$14.05		\$14.05		\$14.33			\$14.76			\$15.20	
Cabin Servicing & Cleaning Attendant 4 (PT)-After 16 June 12		\$13.39		\$13.39		\$13.66			\$14.07			\$14.49	
Cabin Servicing & Cleaning Attendant 3 (PT)-After 16 June 12		\$12.73		\$12.73		\$12.98			\$13.37			\$13.78	
Cabin Servicing & Cleaning Attendant 2 (PT)-After 16 June 12		\$11.88		\$11.88		\$12.12			\$12.48			\$12.86	
Cabin Servicing & Cleaning Attendant 1 (PT)-After 16 June 12		\$10.80		\$10.80		\$11.02			\$11.35			\$11.69	
Cargo Communications Operator 7	\$811.37	\$20.28	\$811.37	\$20.28	\$827.60	\$20.69	\$3,596.11	\$852.43	\$21.31	\$3,703.99	\$878.00	\$21.95	\$3,815.11
Cargo Communications Operator 6	\$748.96	\$18.72	\$748.96	\$18.72	\$763.94	\$19.10	\$3,319.50	\$786.86	\$19.67	\$3,419.08	\$810.46	\$20.26	\$3,521.66
Cargo Communications Operator 5	\$710.44	\$17.76	\$710.44	\$17.76	\$724.65	\$18.12	\$3,148.77	\$746.39	\$18.66	\$3,243.23	\$768.78	\$19.22	\$3,340.53
Cargo Communications Operator 4	\$660.93	\$16.52	\$660.93	\$16.52	\$674.15	\$16.85	\$2,929.34	\$694.37	\$17.36	\$3,017.22	\$715.20	\$17.88	\$3,107.73
Cargo Communications Operator 3	\$605.83	\$15.15	\$605.83	\$15.15	\$617.95	\$15.45	\$2,685.13	\$636.48	\$15.91	\$2,765.68	\$655.58	\$16.39	\$2,848.65
Cargo Communications Operator 2	\$557.46	\$13.94	\$557.46	\$13.94	\$568.61	\$14.22	\$2,470.74	\$585.67	\$14.64	\$2,544.86	\$603.24	\$15.08	\$2,621.21
Cargo Communications Operator 1	\$509.01	\$12.73	\$509.01	\$12.73	\$519.19	\$12.98	\$2,256.01	\$534.77	\$13.37	\$2,323.69	\$550.81	\$13.77	\$2,393.40

	PERIOD 1		PERIOD 2		PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011		APRIL 1, 2012		APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	AIRPORT & CARGO OPERATIONS												
Baggage Claims Coordinator 6	\$880.00	\$22.00	\$880.00	\$22.00	\$897.60	\$22.44	\$3,900.29	\$924.53	\$23.11	\$4,017.29	\$952.26	\$23.81	\$4,137.81
Baggage Claims Coordinator 5	\$862.01	\$21.55	\$862.01	\$21.55	\$879.25	\$21.98	\$3,820.55	\$905.63	\$22.64	\$3,935.17	\$932.80	\$23.32	\$4,053.22
Baggage Claims Coordinator 4	\$844.80	\$21.12	\$844.80	\$21.12	\$861.70	\$21.54	\$3,744.27	\$887.55	\$22.19	\$3,856.60	\$914.17	\$22.85	\$3,972.30
Baggage Claims Coordinator 3	\$828.41	\$20.71	\$828.41	\$20.71	\$844.98	\$21.12	\$3,671.63	\$870.33	\$21.76	\$3,781.78	\$896.44	\$22.41	\$3,895.23
Baggage Claims Coordinator 2	\$811.61	\$20.29	\$811.61	\$20.29	\$827.84	\$20.70	\$3,597.17	\$852.68	\$21.32	\$3,705.09	\$878.26	\$21.96	\$3,816.24
Baggage Claims Coordinator 1	\$795.61	\$19.89	\$795.61	\$19.89	\$811.52	\$20.29	\$3,526.26	\$835.87	\$20.90	\$3,632.04	\$860.94	\$21.52	\$3,741.01
Baggage Claims Representative 6	\$993.21	\$24.83	\$993.21	\$24.83	\$1,013.07	\$25.33	\$4,402.05	\$1,043.47	\$26.09	\$4,534.11	\$1,074.77	\$26.87	\$4,670.13
Baggage Claims Representative 5	\$973.21	\$24.33	\$973.21	\$24.33	\$992.67	\$24.82	\$4,313.41	\$1,022.45	\$25.56	\$4,442.81	\$1,053.13	\$26.33	\$4,576.09
Baggage Claims Representative 4	\$953.60	\$23.84	\$953.60	\$23.84	\$972.67	\$24.32	\$4,226.49	\$1,001.85	\$25.05	\$4,353.29	\$1,031.91	\$25.80	\$4,483.88
Baggage Claims Representative 3	\$934.40	\$23.36	\$934.40	\$23.36	\$953.09	\$23.83	\$4,141.39	\$981.68	\$24.54	\$4,265.64	\$1,011.13	\$25.28	\$4,393.61
Baggage Claims Representative 2	\$916.41	\$22.91	\$916.41	\$22.91	\$934.74	\$23.37	\$4,061.66	\$962.78	\$24.07	\$4,183.51	\$991.66	\$24.79	\$4,309.02
Baggage Claims Representative 1	\$898.01	\$22.45	\$898.01	\$22.45	\$915.97	\$22.90	\$3,980.11	\$943.45	\$23.59	\$4,099.51	\$971.75	\$24.29	\$4,222.50
Airports/Cargo Trainer I- Level 2 -	\$1,042.40	\$26.06	\$1,042.40	\$26.06	\$1,063.25	\$26.58	\$4,620.07	\$1,095.15	\$27.38	\$4,758.67	\$1,128.00	\$28.20	\$4,901.43
Airports/Cargo Trainer I- Level 1 -	\$1,015.70	\$25.39	\$1,015.70	\$25.39	\$1,036.01	\$25.90	\$4,501.73	\$1,067.09	\$26.68	\$4,636.78	\$1,099.11	\$27.48	\$4,775.88
Airports/Cargo Trainer 2 - Level 3	\$1,130.21	\$28.26	\$1,130.21	\$28.26	\$1,152.81	\$28.82	\$5,009.25	\$1,187.40	\$29.68	\$5,159.53	\$1,223.02	\$30.58	\$5,314.32
Airports/Cargo Trainer 2 - Level 2	\$1,061.21	\$26.53	\$1,061.21	\$26.53	\$1,082.43	\$27.06	\$4,703.43	\$1,114.91	\$27.87	\$4,844.54	\$1,148.35	\$28.71	\$4,989.87
Airports/Cargo Trainer 2 - Level 1	\$993.21	\$24.83	\$993.21	\$24.83	\$1,013.07	\$25.33	\$4,402.05	\$1,043.47	\$26.09	\$4,534.11	\$1,074.77	\$26.87	\$4,670.13
Gate Planner 2	\$1,042.40	\$26.06	\$1,042.40	\$26.06	\$1,063.25	\$26.58	\$4,620.07	\$1,095.15	\$27.38	\$4,758.67	\$1,128.00	\$28.20	\$4,901.43
Gate Planner 1	\$1,015.70	\$25.39	\$1,015.70	\$25.39	\$1,036.01	\$25.90	\$4,501.73	\$1,067.09	\$26.68	\$4,636.78	\$1,099.11	\$27.48	\$4,775.88

7.05 Shift Premiums will be paid as follows:

- Afternoon - \$0.25 for each hour worked between 18:00 and 23:00
- Midnight - \$0.50 for each hour worked between 23:00 and 06:00

ARTICLE 8 – SCOPE OF AGREEMENT – LOGISTICS & SUPPLY

8.01 SENIORITY DIVISIONS

The Seniority Divisions into which the Logistics & Supply Business Unit is divided are as follows:

EASTERN – that part of Canada lying east of Winnipeg.

WESTERN – that part of Canada lying west of and including Winnipeg.

8.02 CATEGORIES

All personnel of the Logistics & Supply Business Unit, within the following work categories and in classifications as enumerated in Article 8.03, are covered by this Agreement.

Nothing in this agreement prevents an employee from performing either on a day to day or regular basis, any function or task that is generally performed by any category, provided that the employee is competent to perform the work required.

Any efficiencies attained out of this flexibility is not intended to eliminate a category.

8.02.01 Material Control

Comprising those employees engaged in the handling of stock, stock records, operation of Company automotive vehicles and the procurement of materials and parts required to support Technical Services.

8.03 CLASSIFICATIONS

The following are the employee classifications of the Logistics & Supply, within the categories enumerated in Article 8.02, covered by this Agreement.

The Company will not replace a classification within the Agreement by a management classification.

8.03.01 **Senior Lead Stockkeeper**

Must have served at least one (1) year with the Company as a Lead Stockkeeper or have had equivalent experience in other employment, must possess sufficient practical knowledge of the materials stocked by the Company and of the applicable receiving, warehousing, issuing and shipping procedures and have the ability, as a working member of a group, to take complete charge of a shift in the absence of management supervision or as otherwise required and will be responsible for the quality and quantity of work assigned by him and training in applicable procedures.

8.03.02 **Lead Stockkeeper**

Must have served at least one (1) year with the Company as a Stockkeeper or have had equivalent experience in other employment and must possess sufficient practical knowledge of the material stocked by the Company and of the applicable receiving, warehousing, issuing and shipping procedures and have the ability to enable him, as a working member of a group, to satisfactorily direct the work of Stockkeepers assigned to him and will be responsible for the quality and quantity of work assigned by him and training in applicable procedures.

8.03.03 **Stockkeeper**

Is employed by the Company to perform the receiving, shipping, warehousing and issuing functions, including the operation of motorized equipment and local delivery motor vehicles, the issuance of tools and ensuring that such tools are maintained in good condition and other associated duties as required. In addition these employees shall be engaged in the inspection of aircraft materials and non-aircraft materials, parts and components, to ensure they are duly certificated in accordance with Transport Canada and Company regulations and are in acceptable condition and meet Company Standards. To operate and provide routine servicing to Company motor vehicles and to ensure proper receipt, safekeeping and delivery of material being transported in the Company vehicles.

8.03.04 **Unassigned**

8.03.05 **Unassigned**

8.03.06 **Buyer Analyst -**

Must have the ability to perform purchasing functions for the replenishment of goods and services. In addition, have the ability to monitor vendor and supplier performance and, as required, assist in negotiations with suppliers.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

8.03.07 **Unassigned**8.03.08 **Unassigned**8.03.09 **Material Planner -**

Must, as a minimum, have the ability and skills in order to plan, identify, procure and purchase materials required for aircraft events in Technical Services.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

8.03.10 **Line Expediter -**

Must have the ability to procure and ensure delivery of material and services required for aircraft maintenance on an expedited basis.

An employee who does not successfully meet the requirements of their classification within six (6) months will be required to revert to their former category and classification at the point where currently employed.

8.04 **GENERAL**

8.04.01 Promotion to a higher classification in Stock Handling, shall be contingent upon a vacancy in the higher classifications.

8.04.02 The number of Lead Stockkeepers will be established solely by the Company, consistent with manpower requirements, provided that the ratio of Stockkeeper to Lead Stockkeeper at any one point will not exceed sixteen (16) to one (1).

Notwithstanding the terms of the ratio as outlined above, it is further agreed that the number of Stockkeepers assigned to any one Lead Stockkeeper shall not exceed sixteen (16).

8.04.03 **Vacancies**

The filling of vacancies / promotions to classifications within the Material Control category shall be as follows:

NOTE 1: It is agreed that the procedures and principles of Promotion Bulletins and the privileges of above basic will be applied for administrative purposes for transfers / promotional bulletin listed below.

NOTE 2: In the event of no qualified applicants the Company will hire externally as required.

8.04.03.01 **Unassigned**

8.04.03.02 **Unassigned**

8.04.03.03 **Material Planner**

Transfers to Material Planner will be offered, in order of seniority, to the permanent senior, Stockkeeper, Buyer Analyst or Technical Data Controller who has met the requirements of Article 4.05.16 and has submitted a request for transfer prior to the vacancy being available. Selection will be in accordance with the Stockkeeper, Buyer Analyst or Technical Data Controller seniority date.

8.04.04 Employees selected to classifications within the Material Control category will normally be required to remain in their positions for a minimum of twenty four (24) months.

8.04.05 **Line Expediter**

Promotions to Line Expediter will be addressed to Material Planner, Buyer Analyst and Stockkeeper who, as a minimum, meet the requirements of Article 4.05.16.

Selection will be in accordance with Article 16.11.05 and Letter of Understanding No. 4. Employees will compete on the basis of their basic category seniority date.

8.04.06 Seniority privileges for external employees hired into classifications within the Material Control category will be limited to those categories and classifications in which an employee establishes seniority.

ARTICLE 9 – RATES OF PAY – LOGISTICS & SUPPLY

9.01 Rates of pay, as enumerated, are on a weekly basis and are established on the basis of a working week of forty two and one half (42 1/2) hours with a one half hour unpaid meal period; if the scheduled working hours are reduced below forty two and one half (42 1/2) hours, the rate of pay shall be correspondingly reduced.

9.02 The Company may, at its discretion, pay higher rates than those established by this Agreement.

9.03 For employees hired into the classifications of Stockkeeper, Buyer Analyst, Material Planner and Line Expediter, scheduled advancement in pay will be automatic upon the first day of the pay period, following completion of one (1) year's service in the classification for each level of salary scale.

NOTE: Employees with a Company Service Date prior to November 9, 1985, transferring into the above-mentioned classifications, will commence at the third (3rd) level of the salary scale.

9.03.01 Employees working in a higher classification other than their own, will continue to accrue salary progression in the lower classification(s) in which they hold seniority in.

9.03.02 Permanent employees who accept temporary assignments to positions above and beyond the scope of the Collective Agreement, shall continue to accrue salary progression within their classification, during the temporary assignment. Employees promoted to positions within the Collective Agreement in a higher classification, during the temporary assignment, will assume the new rate of pay for such a position and will accrue salary progression subject to the provisions for their classification.

NOTE: Salary progression will be applicable to employees working in a temporary return to work rehabilitation assignment, under the provisions of Article 16.19.02, subject to the provisions for their classification.

9.03.03 Employees who accept Shop Committee positions, in accordance with Article 19.04, will continue to accrue salary progression within their respective classification(s), subject to the provisions for their classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression subject to the provisions for their classification.

9.03.04 Unassigned

9.03.05 Qualified ACM Trainer (Logistics & Supply) will be paid a premium of One Hundred and Fifty dollars (\$150.00) per month. Vacancy Notices for these positions will be issued as required in Dorval, Toronto, Calgary and Vancouver, soliciting volunteers from Material handling.

9.04 The following are the rates of pay for all classifications in the Logistics & Supply Business Unit covered by this Agreement.

	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
	Senior Lead Stockkeeper	\$1,122.01	\$ 28.05	\$4,875.40	\$1,144.45	\$ 28.61	\$4,972.90	\$1,167.34	\$ 29.18	\$5,072.36	\$1,202.36	\$ 30.06	\$5,224.53	\$1,238.43	\$ 30.96
Lead Stockkeeper	\$1,071.30	\$ 26.78	\$4,655.04	\$1,092.72	\$ 27.32	\$4,748.14	\$1,114.58	\$ 27.86	\$4,843.10	\$1,148.01	\$ 28.70	\$4,988.39	\$1,182.45	\$ 29.56	\$5,138.04
Stockkeeper 7	\$ 956.00	\$ 23.90	\$4,154.03	\$ 975.11	\$ 24.38	\$4,237.11	\$ 994.62	\$ 24.87	\$4,321.85	\$1,024.46	\$ 25.61	\$4,451.50	\$1,055.19	\$ 26.38	\$4,585.05
Stockkeeper 6	\$ 846.38	\$ 21.16	\$3,677.70	\$ 863.30	\$ 21.58	\$3,751.26	\$ 880.57	\$ 22.01	\$3,826.28	\$ 906.99	\$ 22.67	\$3,941.07	\$ 934.20	\$ 23.35	\$4,059.30
Stockkeeper 5	\$ 800.38	\$ 20.01	\$3,477.86	\$ 816.39	\$ 20.41	\$3,547.42	\$ 832.72	\$ 20.82	\$3,618.36	\$ 857.70	\$ 21.44	\$3,726.91	\$ 883.43	\$ 22.09	\$3,838.72
Stockkeeper 4	\$ 754.89	\$ 18.87	\$3,280.18	\$ 769.99	\$ 19.25	\$3,345.79	\$ 785.39	\$ 19.63	\$3,412.70	\$ 808.95	\$ 20.22	\$3,515.09	\$ 833.22	\$ 20.83	\$3,620.54
Stockkeeper 3	\$ 714.61	\$ 17.87	\$3,105.16	\$ 728.90	\$ 18.22	\$3,167.26	\$ 743.48	\$ 18.59	\$3,230.61	\$ 765.79	\$ 19.14	\$3,327.53	\$ 788.76	\$ 19.72	\$3,427.35
Stockkeeper 2	\$ 610.69	\$ 15.27	\$2,653.61	\$ 622.91	\$ 15.57	\$2,706.68	\$ 635.37	\$ 15.88	\$2,760.82	\$ 654.43	\$ 16.36	\$2,843.64	\$ 674.06	\$ 16.85	\$2,928.95
Stockkeeper 1	\$ 506.73	\$ 12.67	\$2,201.84	\$ 516.86	\$ 12.92	\$2,245.88	\$ 527.20	\$ 13.18	\$2,290.80	\$ 543.01	\$ 13.58	\$2,359.52	\$ 559.30	\$ 13.98	\$2,430.31
Line Expediter 6	\$1,185.95	\$ 29.65	\$5,153.25	\$1,209.67	\$ 30.24	\$5,256.32	\$1,233.87	\$ 30.85	\$5,361.44	\$1,270.88	\$ 31.77	\$5,522.29	\$1,309.01	\$ 32.73	\$5,687.96
Line Expediter 5	\$1,146.25	\$ 28.66	\$4,980.71	\$1,169.17	\$ 29.23	\$5,080.32	\$1,192.55	\$ 29.81	\$5,181.93	\$1,228.33	\$ 30.71	\$5,337.39	\$1,265.18	\$ 31.63	\$5,497.51
Line Expediter 4	\$1,106.53	\$ 27.66	\$4,808.12	\$1,128.66	\$ 28.22	\$4,904.28	\$1,151.23	\$ 28.78	\$5,002.37	\$1,185.77	\$ 29.64	\$5,152.44	\$1,221.34	\$ 30.53	\$5,307.01
Line Expediter 3	\$1,067.24	\$ 26.68	\$4,637.40	\$1,088.58	\$ 27.21	\$4,730.14	\$1,110.35	\$ 27.76	\$4,824.75	\$1,143.66	\$ 28.59	\$4,969.49	\$1,177.97	\$ 29.45	\$5,118.57
Line Expediter 2	\$1,027.52	\$ 25.69	\$4,464.81	\$1,048.07	\$ 26.20	\$4,554.10	\$1,069.03	\$ 26.73	\$4,645.19	\$1,101.10	\$ 27.53	\$4,784.54	\$1,134.13	\$ 28.35	\$4,928.08
Line Expediter 1	\$ 988.23	\$ 24.71	\$4,294.08	\$1,007.99	\$ 25.20	\$4,379.96	\$1,028.15	\$ 25.70	\$4,467.56	\$1,059.00	\$ 26.47	\$4,601.59	\$1,090.77	\$ 27.27	\$4,739.64
Material Planner- 6	\$1,088.78	\$ 27.22	\$4,731.00	\$1,110.55	\$ 27.76	\$4,825.62	\$1,132.77	\$ 28.32	\$4,922.13	\$1,166.75	\$ 29.17	\$5,069.80	\$1,201.75	\$ 30.04	\$5,221.89
Material Planner- 5	\$1,038.08	\$ 25.95	\$4,510.72	\$1,058.85	\$ 26.47	\$4,600.94	\$1,080.02	\$ 27.00	\$4,692.96	\$1,112.42	\$ 27.81	\$4,833.75	\$1,145.80	\$ 28.64	\$4,978.76
Material Planner- 4	\$ 987.38	\$ 24.68	\$4,290.40	\$1,007.13	\$ 25.18	\$4,376.21	\$1,027.27	\$ 25.68	\$4,463.74	\$1,058.09	\$ 26.45	\$4,597.65	\$1,089.83	\$ 27.25	\$4,735.58
Material Planner- 3	\$ 936.69	\$ 23.42	\$4,070.13	\$ 955.42	\$ 23.89	\$4,151.53	\$ 974.53	\$ 24.36	\$4,234.56	\$1,003.76	\$ 25.09	\$4,361.60	\$1,033.88	\$ 25.85	\$4,492.44
Material Planner- 2	\$ 886.40	\$ 22.16	\$3,851.62	\$ 904.13	\$ 22.60	\$3,928.65	\$ 922.21	\$ 23.06	\$4,007.23	\$ 949.88	\$ 23.75	\$4,127.44	\$ 978.37	\$ 24.46	\$4,251.27
Material Planner- 1	\$ 835.71	\$ 20.89	\$3,631.34	\$ 852.42	\$ 21.31	\$3,703.97	\$ 869.47	\$ 21.74	\$3,778.05	\$ 895.55	\$ 22.39	\$3,891.39	\$ 922.42	\$ 23.06	\$4,008.13

	PERIOD 1			PERIOD 2			PERIOD 3			PERIOD 4			PERIOD 5		
	APRIL 1, 2011			APRIL 1, 2012			APRIL 1, 2013			APRIL 1, 2014			APRIL 1, 2015		
	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.	WEEKLY RATE	HOURLY EQUIV.	MONTHLY EQUIV.
Buyer Analyst 6	\$ 958.65	\$ 23.97	\$4,165.55	\$ 977.82	\$ 24.45	\$4,248.86	\$ 997.38	\$ 24.93	\$4,333.84	\$1,027.30	\$ 25.68	\$4,463.85	\$1,058.12	\$ 26.45	\$4,597.77
Buyer Analyst 5	\$ 895.27	\$ 22.38	\$3,890.18	\$ 913.18	\$ 22.83	\$3,967.98	\$ 931.44	\$ 23.29	\$4,047.34	\$ 959.39	\$ 23.98	\$4,168.76	\$ 988.17	\$ 24.70	\$4,293.83
Buyer Analyst 4	\$ 831.90	\$ 20.80	\$3,614.81	\$ 848.54	\$ 21.21	\$3,687.11	\$ 865.51	\$ 21.64	\$3,760.85	\$ 891.48	\$ 22.29	\$3,873.68	\$ 918.22	\$ 22.96	\$3,989.89
Buyer Analyst 3	\$ 768.95	\$ 19.22	\$3,341.26	\$ 784.33	\$ 19.61	\$3,408.08	\$ 800.01	\$ 20.00	\$3,476.25	\$ 824.01	\$ 20.60	\$3,580.53	\$ 848.73	\$ 21.22	\$3,687.95
Buyer Analyst 2	\$ 705.57	\$ 17.64	\$3,065.89	\$ 719.69	\$ 17.99	\$3,127.21	\$ 734.08	\$ 18.35	\$3,189.75	\$ 756.10	\$ 18.90	\$3,285.45	\$ 778.79	\$ 19.47	\$3,384.01
Buyer Analyst 1	\$ 642.20	\$ 16.06	\$2,790.52	\$ 655.05	\$ 16.38	\$2,846.33	\$ 668.15	\$ 16.70	\$2,903.26	\$ 688.19	\$ 17.20	\$2,990.36	\$ 708.84	\$ 17.72	\$3,080.07

ARTICLE 10 – HOURS OF WORK, WORK SCHEDULES, MEAL PERIOD, OVERTIME, TIME BANK, SICK LEAVE, FIELD AND EMERGENCY WORK AND RELIEF DUTIES

10.01 HOURS OF WORK

10.01.01 For shift scheduling purposes:

- A. The standard full time work week for categories and classifications covered by Articles 6.02 and 6.03 shall be forty (40) hours inclusive of a thirty (30) minute paid meal period. The standard working day shall be eight (8) consecutive hours inclusive of the paid meal period.

Note: This does not apply to employees covered under Articles 6.03.02, 6.03.03 and Letter of Understanding no. 26.

The standard part-time work week shall be up to thirty-two (32) paid hours per week and up to eight (8) paid hours per day. The scheduled hours may vary during a given work schedule.

- B. The standard working week for categories and classifications covered by Articles 4.02, 4.03, 8.02 and 8.03 shall be forty two and one half (42.5) hours. The standard working day shall be eight and one half (8.5) consecutive hours.

Only time worked in excess of the standard day, except in the case of rotation of shift, shall be credited as overtime, subject to the provisions of Article 12.

Note : For the purpose of overtime calculations, the working day shall be the twenty-four (24) hour period following the start of a regularly scheduled shift. Days off, Statutory and other authorized holidays shall be calculated on a similar basis using the starting time of the preceding regularly scheduled shift. It will be noted that the last day of a group of consecutive days off shall terminate at the start of the next regularly scheduled shift.

10.01.02 Where the standard working week and/or the standard working day are impractical due to the requirements of the service, work schedules and periods of rotation between shifts, mutually satisfactory to the Company and the Union, shall be established prior to posting. Where it is agreed that such work schedules are not the equivalent of a standard work week, time worked on scheduled work days in excess of that arrived at by multiplying the total number of calendar days in the work schedule by 40/7 shall be credited as overtime, subject to the provisions of Article 12. In addition, time worked on scheduled days off shall be credited as overtime.

NOTE 1: Compressed Work Week

See Memorandum No. 4 re Compressed Work Week

NOTE 2: 6/3 Type Work Schedule

See Memorandum No. 5 re 6/3 Type Work Schedule

NOTE 3: Hours of Work ACM Trainers –Airport Cargo Trainers

See Memorandum No. 7

10.01.03 **WORK SCHEDULES**

10.01.03.01 At all points, the working hours shall be posted and the beginning and quitting time for all shifts, whether permanent or temporary, shall not be changed without three (3) calendar days' notice and unless mutually satisfactory to the Company and the Union, except where the requirements of the service dictate otherwise.

10.01.03.01.01 It is recognized that there are basic requirements of work to be performed and certain limits in the time during which this work must be accomplished. With a recognition of these needs, the best possible work schedule can be achieved through a wide degree of discussion and mutual consideration of all the factors involved. Furthermore, it is not possible to establish a standard formula for work schedules which would be applicable to all Business Units, stations and bases.

10.01.03.01.02 In dealing with the question of work schedules, it is the responsibility of the Company to establish the manpower needs at various periods. It is then incumbent on both parties to jointly review all aspects of the situation to arrive at a work schedule to meet the required distribution of staff. It is most important that both parties recognize not only a continuing obligation to work out the most acceptable arrangement to cover the work requirements, but also the joint obligation to refer the matter to a higher level, where necessary, in order to assure that every effort is made to arrive at a mutually satisfactory solution. It is recognized that the maximum notice of any change in a work schedule is most desirable and every effort will be made to arrive at a schedule in time to permit the Union to process any appeal which they consider necessary.

Notwithstanding the above, should the Union submit a shift proposal as provided for in the Collective Agreement (e.g., 6/3, 4/2, 4/4, 4/3 and 5/2) that, in the opinion of the Company:

1. provides coverage equal to or greater than the Company's shift proposal, and
2. adds no additional cost or additional manpower (man months), and
3. meets all identified operational and business unit requirements, the Company will not unreasonably withhold their agreement so long as all of the above criteria have been met.

10.01.03.01.03 In cases where there is a requirement of the service and insufficient time to settle the question, the employees will work the schedule pending finalization of the case. In all other cases, the employees will not be required to work the schedule until the issue has been mutually agreed to or processed to the Third Level of the Grievance Procedure and a decision rendered. In the event that the Union is not satisfied with the final decision concerning work schedules, such decision may be processed to the extent provided within the Agreement.

10.01.03.01.04 Work schedule changes will be posted at least three (3) days prior to implementation, unless the requirements of the service dictate otherwise. Although the changing of an employee from one established work schedule to another is not covered by this paragraph, it is agreed however, to continue the past practice of giving at least three (3) days notice, subject only to maintaining reasonable manpower distribution.

10.01.03.02 It is not possible to establish standard criteria covering the application of the "principle of seniority" (employees indicating their shift starting times) in conjunction with major changes in Flight Schedules. However, in the interest of efficiency and economy of operations and with a view to reducing associated unproductive costs without seriously affecting employees' working conditions and seniority privileges, it is agreed that local understandings with respect to the bidding process adhere to the following criteria:

- a) The Company will advise the Union at the local Shop Committee when there is a requirement for a work schedule change, providing a minimum of 4 weeks notice from the date of implementation.
- b) The employees be afforded an opportunity to indicate their shift preference by shift starting times one (1) to four (4) times a year. The number of work schedule changes may vary by work location.
- c) An employee's ability to fill subsequent vacancies resulting from necessary adjustments in work schedules and/or manpower levels be limited to vacancies where the duration has been or is anticipated to be sixty (60) calendar days or more and that consequential transfers resulting from backfilling such vacancies be limited to two (2). The backfill of the vacancy shall commence within seven (7) days of the vacancy being established. Further, upon the return to work of an employee holding a bid line the process of backfilling that vacancy shall be reversed. This process shall not be deviated from anywhere across the system.
- d) Vacancies resulting from limiting consequential moves referenced in (b) above and/or vacancies of less than sixty (60) calendar days to be filled by reassignment of an employee(s) and/or new hiring(s).

With the exception of the foregoing, other administrative procedures may be established locally to meet any variance in conditions which may exist between locations (e.g., functional requirements, manpower distribution, size of station, etc.).

NOTE: This article does not apply to Technical Services and Logistics & Supply.

10.01.03.03 Full time positions at YFC, YSJ, YQM, YYG, YQT, YXY, YQB stations will be scheduled with a maximum of one (1) split with a minimum of three (3) hours between splits. The Company further commits to a minimum of three (3) hours work unless extenuating circumstances dictated otherwise.

NOTE: This article does not apply to Technical Services and Logistics & Supply

10.01.04 **MEAL PERIOD**

10.01.04.01 For Technical Services and Logistics & Supply the length of the unpaid meal period shall be one-half (.5) hour and shall occur within one & one-half (1.5) hours on either side of the midpoint of the shift, unless otherwise mutually arranged locally. It is recognized that occasionally, unusual circumstances may cause the lunch period to fall outside these limits.

The unpaid lunch period may be extended to one (1) hour by the Company to provide eight and one half (8.5) hours for employees covered by Article 10.01.01 A) or for employees covered by Article 10.01.01 B) nine (9) hours coverage per shift, in which case the employee will be paid for the extra one-half (.5) hour as scheduled overtime.

The Company may extend the unpaid lunch period by five (5) minutes to provide a five (5) minute overlap between shifts, in which case no time credit will be allowed for this extension and it will not be considered as time worked.

The unpaid lunch period may be extended to one (1) hour, where possible, if requested by the employees, in which case no time credit will be allowed for this extension and it will not be considered as time worked.

Airport & Cargo Full-time employees shall be entitled to a thirty (30) minute paid meal period which shall commence within one & one-half (1.5) hours on either side of the midpoint of the shift, unless otherwise mutually arranged locally. It is recognized that occasionally, unusual circumstances may cause the lunch period to fall outside these limits.

10.01.04.01.01 Part-time employees may be scheduled up to six (6) hours without a paid meal period. Any shift duration greater than six (6) hours will have a paid thirty (30) minute meal period added to it.

10.01.04.02 In the event an employee is required to work through their scheduled meal period, they will be credited at the rate of pay applicable for that shift.

10.01.05 **OFF DUTY PERIOD**

- 10.01.05.01 Employees who have worked sixteen (16) consecutive hours (including time spent traveling and/or waiting, paid for under Article 10.04.03 of this Agreement) or more in any one day, will be entitled to eight (8) consecutive hours off duty prior to reporting for work without any loss in straight time earnings.

When an employee is absent for part of his regular shift without loss of straight time earnings and is required to work overtime beyond the regular hours of his scheduled shift, overtime rates will apply to all hours worked beyond the regular hours of the shift.

NOTE: If the sixteen (16) hours extend into the next day because of shift overlap, such extension will be considered as having been worked on the previous day. In the event it is necessary to reduce the "off duty" period in order to have an employee start his next regular shift, he shall be paid at double time to the extent of such reduction, commencing with the start of his regular shift.

10.01.06 **WORK SCHEDULE CHANGE**

- 10.01.06.01 When work or training requirements necessitate the reassignment of an employee's regular rest days off duty, an employee may be required to work a series of days on, with a corresponding series of rest days off duty in accordance with the formula below. The reassignment of rest days shall be completed at the time of the work schedule change, otherwise overtime rates will apply. In summary, the principle of balancing days worked to days off will be applied to a work schedule change.

- 10.01.06.02 When work requirements necessitate the reassignment of an employee's regular rest days off duty, the following formula will apply for determining days worked to days off ratio:

SHIFT

RATIO

5 on 2 off	1 day worked,	1 day off
	2 days worked,	1 day off
	3 days worked,	2 days off
	4 days worked,	2 days off
	5 days worked,	2 days off

6 on 3 off	1 day worked,	1 day off
or	2 days worked,	1 day off
4 on 2 off	3 days worked,	2 days off
	4 days worked,	2 days off
	5 days worked,	2 days off
	6 days worked,	3 days off
4 on 4 off	1 day worked,	1 day off
	2 days worked,	2 days off
	3 days worked,	3 days off
	4 days worked,	4 days off
4 on 3 off	1 day worked,	1 day off
	2 days worked,	2 days off
	3 days worked,	2 days off
	4 days worked,	3 days off

10.01.07 **SHORT SHIFT CHANGE**

10.01.07.01 Although situations which result from the rotation of shifts are excluded from overtime provisions, under circumstances where changing an employee from one established work schedule to another results in a short shift change:

- a) Such changes should be kept to a minimum and only be implemented where it is essential to maintain reasonable manpower distribution, subject to Article 10.01.03.01.04 [i.e., three (3) days notice].
- b) Under circumstances where an individual exceeds twelve (12) hours during the twenty-four (24) hour period, commencing with the start of the preceding regular shift, time and one-half will be applicable to the remainder of the second shift.
- c) Should an individual subsequently exceed the previous number of scheduled shifts in his working week, b) above will be disregarded and the second shift will be considered as overtime and normal premium rates will apply.

10.01.08 **BID PROCESS**

10.01.08.01 Work schedules / bid lines will be bid in classification seniority order.

10.01.08.02 The work schedule will be posted and emailed to all Air Canada employees (at their Air Canada email address) no less than five (5) calendar days prior to the commencement of the bid.

10.01.08.03 Implementation of any new work schedule will occur no less than seven (7) calendar days after the bid process is completed. Employees will be provided their awarded schedule either in hard copy or via electronic means (copy, automated distribution).

10.01.09 **SHIFT AND WORK SCHEDULE ALTERATIONS**

10.01.09.01 An employee changing classification, point, or inter-departmental transfer will be assigned a relief work schedule, until the next work schedule change.

10.01.09.02 An employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/off may be altered to meet training requirements. Notices for such changes will be provided seventy-two (72) hours prior to the new reporting time.

10.01.09.03 An employee's start time can be altered by a maximum of sixty (60) minutes when the existing work schedule no longer meets operational requirements. Notice for such start time changes will be seventy-two (72) hours for any changes of thirty (30) minutes and seven (7) days for any changes of sixty (60) minutes. Only one change to an earlier or later start time of thirty (30) minutes or less will be permitted per employee per shift bid period, however a change back to the employee's scheduled shift will also be permitted if required. Only one change to an earlier or later start time greater than thirty (30) minutes and to a maximum of sixty (60) minutes will be permitted per employee per shift bid period.

Note: Articles 10.01.08 and 10.01.09 apply to Airport & Cargo

10.02 OVERTIME

10.02.01 All overtime for hours worked shall be credited on a time and one-half basis.

10.02.02 Only at those stations where the work schedule requires the application of the 40/7 formula for time recording, the Company may release employees from duty, consistent with manpower requirements.

10.02.03 At the end of each pay period, employees with overtime credits will qualify for payment of such credits on a straight time basis.

10.02.04 At the end of each pay period, employees owing the Company time, will have such time deducted from their pay on a straight time basis.

10.02.05 Unassigned

10.02.06 In the case of a recall, a minimum overtime credit of six (6) hours shall be granted provided, however, in the event of an employee working over four (4) hours, a minimum overtime credit of twelve (12) hours shall be granted.

NOTE: A period of duty will be subject to the minimum recall guarantee where an employee is required, after leaving work, to again report for duty and commences work more than two (2) hours prior to the start of his next regularly scheduled shift.

10.02.07 No overtime shall be worked, except by the direction of the proper supervisory personnel of the Company, except when the work is necessary and prior authority cannot be obtained. All overtime will be governed on or by a system of rotation, as outlined in the following.

- 10.02.07.01 Rotational overtime lists will be established at all locations for each appropriate group or formation. The purpose of these lists is to predetermine the individuals involved in overtime selection and to assure a fair distribution of overtime. When addressing the fair distribution of overtime, consideration must be given to the unfair shifting of overtime from one classification to another through the use of upgrades for short-term assignments.
- 10.02.07.02 The lists and the method of rotation will be established locally.
- 10.02.07.03 Employees required to work overtime will be advised as far in advance as possible.
- 10.02.07.04 Where the overtime requirement is in conjunction with a shift, all qualified employees on the appropriate overtime list, who are at work, will be canvassed first, unless otherwise agreed to locally. In the event the requirement is not filled by this process and the work involved is of at least two (2) hours duration, the Supervisor will endeavour to secure volunteers from the appropriate overtime list who are not on shift. In the event the requirement is not filled by this process within sufficient time prior to the termination of the shift, the Supervisor may assign the low man on the appropriate overtime list who is on shift.

The Supervisor's determination of the time at which it is no longer reasonable to continue canvassing for volunteers will depend upon such factors as:

- a) Minimum qualifications required for the job involved.
 - b) The number of employees required to work the overtime.
 - c) Time required to contact and give reasonable notice to the employees being assigned.
 - d) The time needed for employees to get to work.
- 10.02.07.05 Where the overtime requirement is not in conjunction with a shift, the Supervisor will first endeavour to canvass all qualified employees on the appropriate overtime list. In the event the requirement is not filled by this process, unless otherwise agreed to locally, the employees on the appropriate overtime list who are at work on the shift preceding the commencement of the overtime, will be required to work.

10.02.07.06 If assignment of an employee becomes necessary, the assignment order will be in the same sequence as in the case of normal canvassing. Should an employee be assigned to work against his wishes, he will work the overtime but may subsequently protest through the grievance procedure.

10.02.07.07 If an employee has been bypassed and when this bypass has been confirmed between the Company and the Union at the local level, the affected employee will be provided a payment of four (4) hours at the applicable overtime rate. Compensation will be limited to number of hours actually by-passed to a maximum of four (4) hours at the applicable overtime rate. The above is not applicable when:

- a) The employee was not qualified for the job involved.
- b) Job continuity was involved.
- c) The employee had not properly indicated his willingness to perform the overtime in accordance with overtime rules.
- d) There was insufficient time to permit normal canvassing.
- e) The overtime requirements or part thereof, fell within the hours of the employee's scheduled shift.
- f) The employee could not be contacted at the time of canvassing.

NOTE: Definitions of the above mentioned overtime bypass exceptions will be established locally, subject to existing provisions/definitions in the Collective Agreement.

10.02.07.08 In order to comply with the requirements of the current Canada Labour Code, Part III, local rules governing the method and rotation of overtime for employees covered by this Agreement, must be in accordance with the following:

- a) The total number of overtime hours worked will not exceed one hundred and four (104) hours in each quarter of the calendar year (i.e., 8 hours per week x 13 weeks = 104 hours), commencing January 1st, April 1st, July 1st and October 1st of each year.
- b) Overtime hours worked for this purpose does not include:
 - i) The hours an employee is scheduled to work on a Statutory Holiday

- ii) The hours an employee takes training beyond his normal schedule.
- c) After working a total of one hundred and four (104) hours of overtime in any one quarter, the employee is ineligible to work overtime either "voluntarily or assigned", except as otherwise provided by the Code.

10.02.08 No employee shall be required to work overtime against his wishes, unless:

- a) No other qualified employee, whose name is on the appropriate rotational list, will work overtime on a voluntary basis and,
- b) In the opinion of the Supervisor, based on circumstances existing at the time of the decision, the work is urgently required and there is no other reasonable alternative.

The term "qualified employee" means an employee whose qualifications, in the opinion of the Supervisor, meet the minimum required for the job involved.

10.02.09 In the event an employee is required to work overtime against his wishes, the maximum number of hours he may be required to work shall be four (4) hours in conjunction with a regular shift and eight (8) hours on a regular day off or on a Statutory Holiday. These limitations do not apply to work assignments away from base. It may be necessary, in exceptional circumstances, to exceed the four (4) hour limit in cases involving job continuity or limited staff.

10.02.10 If an employee disagrees with the decision of the Supervisor with respect to required overtime, he will work the overtime but may, subsequently, protest through the grievance procedure.

10.02.11 **TIME BANK**

10.02.11.01 At the end of each pay period, all time credits will be paid at the hourly rate. However, at the request of the employee, credits and debits may be accumulated in a Time Bank.

10.02.11.02 Employees electing to participate in the Time Bank shall commence accumulating time credits on the second pay period following advice to the Company on the appropriate form.

10.02.11.03 The use of Time Bank hours shall be subject to Supervision's prior approval, consistent with the manpower requirement of the Company and employee recognition that it may not always be possible to allow time off.

10.02.11.04 The Time Bank shall be limited to plus twenty-four (+24) hours and minus twenty-four (-24) hours.

- 10.02.11.05 At the end of each pay period, all time credits, in excess of twenty-four (24) hours, will be paid at the hourly rate in accordance with Article 10.02.03.
- 10.02.11.06 In the event an employee's Time Record is standing at a minus figure of more than twenty-four (-24) hours, such time will be deducted in accordance with Article 10.02.04.
- 10.02.11.07 Employees electing to utilize the Time Bank shall advise the Company in writing on the appropriate form. Once having elected to participate in the Time Bank, the arrangement shall continue until such time the employee subsequently advises the Company, in writing, of his desire to opt out of the Time Bank. If an employee opts out, he may only elect to utilize the Time Bank again at the beginning of a subsequent year.
- 10.02.11.08 Employees participating in the Time Bank may elect to have the Time Bank cleared once in a calendar year, upon written request, otherwise a clearance will not take place.

When clearance has been requested, all time credits or debits will be provided on the pay cheque no later than the second pay period following the written request.

- 10.02.11.09 Employees participating in the Time Bank shall have all credits/debits cleared at their rate of pay of the pay period in which the clearance occurs.

10.03 **SICK LEAVE**

- 10.03.01 Sick Leave will be allowed in accordance with provisions in Company Regulations Manual.

10.04 **FIELD AND EMERGENCY WORK**

- 10.04.01 The method of selection of employees for these assignments will be arranged locally, in accordance with the following general principles.
 - 10.04.01.01 The Company will determine the minimum number of employees by category, qualifications by aircraft type and as regards valid travel documents, with the maximum number being established through discussion with the Union at the local level as required. All of this will be advertised by Vacancy Notice.
 - 10.04.01.02 Unless otherwise agreed to locally, a "Rotational List" will be established from all qualified applicants. In the event that insufficient bids are received, sufficient qualified employees will be assigned, as required, to fill the vacancies (minimum).

10.04.01.03 The selection of individuals for a specific assignment will be as follows:

- a) Where there are three (3) hours or more notice of forecast departure, the requirements will be filled from employees on the "Rotation List" in effect. Employees on overtime duty are not eligible for such assignments, except for those working on their regular days off who can be released from duty by the Company without any replacement being required on an overtime basis.
- b) Where there are less than three (3) hours notice of forecast departure, the selection or assignment will be limited to employees on the "Rotational List" who are on regular scheduled duty. If there are insufficient such personnel, other qualified employees on regular scheduled duty, will be canvassed and selected, or assigned, as necessary.
- c) If assignment of employees from the "Rotational List" becomes necessary, the assignment order will be in the same sequence as for normal rotation of the list.

10.04.01.04 If an employee is inadvertently bypassed for an assignment, he will be given first choice to the next similar assignment, regardless of his position on the "Rotational List", subject to 10.04.01.03 a) and b) above.

10.04.02 When employees are, by order of the Company, required to engage in field work away from their base station, they shall be compensated for such work on the same basis as they were compensated at their base station.

10.04.03 Time consumed in traveling will be compensated for on a straight time basis.

Time spent waiting at an airport, when the employee is unable to travel as planned, will be considered as traveling time for the purposes of this provision.

NOTE: This article does not apply for employees expected to perform their normal work functions during a flight.

10.05 RELIEF DUTIES

10.05.01 An employee who is assigned to assume the duties of an employee in a higher classification, shall be paid at the minimum rate, subject to the NOTE below, of the classification in which relieving, provided that the duration of such relief is for a period of at least one (1) full work day or more. All paid periods of relief in a higher classification, shall be accumulated toward the scheduled advancement in pay within the classification scale.

NOTE 1: In the event that such employee is holding laid-off status in the classification to which assigned, or has previously served in such classification in an acting capacity, he shall be paid at the current rate for the position in the scale which he previously attained. In the event that such employee has previously served the necessary time for a higher scale rate, but did not receive the rate by reason of such service terminating before payment became effective, he shall be considered as having attained the higher rate.

NOTE 2: Effective June 15, 1997, Lead Station Attendants and Station Attendants who become "fully qualified" as per Article 6.04.02 and complete above basic training in a classification(s), will be required to perform acting/relief assignments in the above basic classification(s) during the period of one (1) year following his becoming fully qualified, in situations where normal staffing processes do not provide the required coverage. Should the assignment of employees become necessary, the assignment will be in accordance with a process agreed to locally.

NOTE 3: Scheduled advancement in pay will be based on the following:

- a) Twenty-six (26) weeks will be administered on the basis of time actually worked, and will be based on nine hundred and fifty-two (952) hours.
- b) A calendar year will be administered on the basis of time actually worked, and will be based on one thousand, nine hundred and four (1,904) hours.
- c) Two (2) calendar years will be administered on the basis of time actually worked, and will be based on three thousand, eight hundred and eight (3,808) hours.

10.05.02 When relief is required at regular intervals in a higher classification, on a pre-planned basis, to supply coverage in that classification not provided by the established work cycle, it shall be considered cycle relief. Cycle relief shall be paid for as of the end of each pay period, at the difference between the employee's regular hourly rate and the hourly rate of the classification in which relieving, times the total hours of such relief.

10.05.03 Acting/Relief Assignments – Customer Service Agent – Weight & Balance

10.05.03.01 First consideration will be given in order of seniority (basic classification) to interested Station Attendants and/or Lead Station Attendants holding a current Air Canada "Load Dispatch Certificate" endorsed for at least one type aircraft operating through the station.

10.05.03.02 Secondary consideration will be given in order of seniority (basic classification), to interested Customer Service Agents holding a current Air Canada "Load Dispatch Certificate" endorsed for at least one type aircraft scheduled to operate through the station.

10.05.03.03 The method of selection of employees for such assignments in these classifications will be established locally in accordance with the following general principles.

- a) The Company will determine the number of employees needed to meet operational requirements.
- b) Qualified Lead Station Attendants and Station Attendants will be advised of the acting/relief requirements (number of temporary vacancies), by Vacancy Notice or contacted in seniority order (basic classification).
- c) As a secondary consideration and with a view to reducing forced assignments, qualified Customer Service Agents will be eligible for selection to the extent of the unfilled vacancies. In the event a Vacancy Notice is utilized, the "secondary consideration" aspect will also be included, otherwise qualified employees will be canvassed in seniority order (basic classification).
- d) The acting/relief requirement will be identified, coincidental with the establishment of the manpower requirements (e.g., Winter Flight Schedule).
- e) A "Rotational List" will be established in accordance with b) and c) above and qualified employees will be assigned to the extent of unfilled vacancies.

- f) Employees selected and/or assigned, will be provided with Certificated Load Agent Training as required. This will include the necessary endorsements to meet operational requirements (i.e., a minimum of one (1) endorsement less than the total number of aircraft types scheduled to operate through the station), as well as A.L.P.A.C. Training.
- g) Employees successfully completing the training will have their names placed on a "Rotational List" in order of seniority (basic classification) and the duration of the assignment will be one (1) year.
- h) Acting/relief requirements will be filled from employees on the "Rotational List".
- i) If assignment of employees from the "Rotational List" becomes necessary, the assignment order will be in the same sequence as for normal rotation of the list.
- j) If an employee is inadvertently bypassed for an assignment, he will be given first choice to the next similar assignment, regardless of his position on the "Rotational List".

10.05.03.04 The acting/relief assignment(s) of a qualified employee on the "Rotational List", will not be terminated under circumstances where such an employee is provided with the necessary endorsements to meet operational requirements (as per Paragraph .03(f) above), unless a more senior, fully qualified employee, is prepared to fulfil the entire requirement.

Any location experiencing acting/relief assignment difficulties (i.e., insufficient volunteers to meet operational requirements), should review their situation with the appropriate General Chairperson, in order to avoid the assignment of any employee who "qualified" prior to April 3, 1978.

10.05.04 **Acting/Relief Assignments – Lead Station Attendant**

10.05.04.01 The Company will determine the number of employees needed to meet operational requirements coincidental with the establishment of the manpower requirements of each flight schedule.

10.05.04.02 Employees will be advised of the estimated acting/relief requirements (number of Acting Lead Station Attendants required), in advance of such schedule changes (local notice).

10.05.04.03 Consideration will be given in order of seniority to interested Station Attendants who have passed the qualifying examinations (Geography and Station Attendant Job Knowledge).

- 10.05.04.04 During the period of their acting assignment, every effort will be made to provide these employees with the Lead Station Attendant Training Course.
- 10.05.04.05 An individual with the basic qualifications who has turned down the opportunity to attend a Lead Station Attendant Training Course during the previous twelve (12) months, can be bypassed in the selection of individuals for relief assignments.
- 10.05.04.06 The acting/relief assignment of a fully qualified employee (Geography, Station Attendant Job Knowledge and Lead Station Attendant Training Course), filling such a requirement, will not be terminated unless a more senior "fully qualified" employee is prepared to fulfil the entire assignment (entire flight schedule).
- 10.05.04.07 An employee who has become "qualified" (Geography, Station Attendant Job Knowledge) will not be required to perform acting/ relief assignments as a Lead Station Attendant. An employee who has become "fully qualified" (Geography, Station Attendant Job Knowledge and Lead Station Attendant Course) will be required to perform acting/relief assignments as a Lead Station Attendant during the period of one year following his becoming "fully qualified", in situations where normal staffing processes do not provide the required coverage.

10.05.05 Acting/Relief Assignments – Customer Service Agent

- a) All Acting Customer Service Agent vacancies (relief assignments) will be filled on a local basis.
- b) Lead Station Attendants and Station Attendants, need to have passed the basic and general knowledge examinations to be considered for Acting Customer Service Agent positions (relief assignments). If possible, individuals selected for such assignments must attend and pass the appropriate baggage and cargo training course(s) prior to performing the relief assignment. If an individual with the basic qualifications has turned down the opportunity to attend baggage or cargo training course(s) during the previous twelve (12) months, he can be bypassed in the selection of individuals for relief assignments.
- c) Part-Time Customer Service Agents may be considered for acting/relief assignments in the classification of Customer Service Agent.

NOTE: For the purpose of determining the senior individual, a part-time Customer Service Agent who has no previous service as a Station Attendant will use their date of part-time Customer Service Agent.

10.06 RELIEF SHIFT SCHEDULES

10.06.01 Relief work schedules will be developed as follows:

10.06.02 Relief required to cover short-term absences will be developed on a 5x2/4x3 base shift patterns based on stations compression percentages. These schedules are not subject to change throughout the work schedule.

10.06.03 Relief assignments for vacation relief employees will be developed following seniority in accordance with preference sheets submitted by relief employees subject to operational requirements and qualifications. Vacation relief employees may be utilized to backfill any absence/vacancy. Employees will be provided seventy-two (72) hours notification for any change in work schedule.

10.06.04 All remaining relief employees will be utilized to backfill any absence/vacancy and their schedule will be subject to change through the life of the work schedule. Employees will be provided seventy-two (72) hours notification for any change in work schedule.

10.06.05 Where possible, schedules will be produced for a minimum of thirty (30) days.

10.06.06 Surplus staff absorbed by the Company will be assigned to a relief schedule over and above the planned Relief requirements. Surplus staff will be planned within the Vacation relief pool as identified in 10.06.03.

10.07 TIME CREDITS FOR NON-PRODUCTIVE TRAINING

10.07.01 Attendance by full-time employees at all Company approved training classes outside of scheduled working hours, shall be credited at the applicable overtime rate. Part-time employees who attend such training shall receive overtime pay in accordance with the Canada Labour Code.

10.07.02 Where the employee takes training during the hours of his regularly scheduled shift, the training hours will be considered as time worked; therefore, if the employee is also required to work overtime on that same day, the normal premium rates will apply to such overtime work.

10.07.03 Unassigned

10.07.04 Unassigned

10.07.05 Assignments to classroom training courses of more than one (1) week's duration involve a change in work schedule and with the exception of time spent training on regular day(s) off, which is compensated at straight time, employees will be compensated in accordance with Article 10.01.06 and traveling time credits as applicable.

10.07.06 Unassigned

10.08 PAY CHEQUES

10.08.01 Underpayments in a pay cheque due to a Company administrative error, which is in excess of Fifty Dollars (\$50.00) "gross", will be reimbursed within four (4) working days of Winnipeg Payrolls receiving advice of such an underpayment.

10.08.02 Employee pay cheques will be deposited directly in an account designated by the employee at any recognized financial institution within the territorial limits of Canada. The pay statement will be sent via Canada Post to the address designated by the employee.

ARTICLE 11 – PROBATION

11.01 A new employee will not become a permanent employee until he has completed a probationary period of twenty-six (26) weeks.

NOTE : Where an employee is hired and released prior to the completion of twenty-six (26) weeks and where the Company elects to rehire the same employee into the same classification within twelve (12) calendar months from the date of the termination of the former assignment, then such probationary period will be cumulative.

11.02 The Company reserves the sole right to make decisions regarding the retention, transfer and rate of pay of a new employee, at any time during the probationary period, but agrees to notify the Union of the action being taken within fourteen (14) days following completion of the probationary period.

11.03 A permanent employee transferring from one category to another in a position covered by this Agreement (including transfers from one Business Unit to another), will not become permanent in the new category until such time as he has completed a probationary period of eighteen (18) weeks.

11.04 In the event that an employee, referenced in Article 11.03, does not complete the probationary period, he will return to his former category/classification and point, with all previously established seniority, as referenced in Article 16.12.02. The Company will advise the Union of such a situation within fourteen (14) days following completion of the probationary period.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 The following Statutory Holidays, or overtime credit, or equivalent time off by virtue of work schedules, which include additional days off in lieu of Statutory Holidays, will be granted to all employees covered by this Agreement.

New Year's Day
 Good Friday
 Victoria Day
 St. John the Baptist Day (option)
 Canada Day
 Holiday Labour Day
 Thanksgiving Day
 Remembrance Day (option)
 Christmas Day
 Boxing Day

NOTE 1: New employees must be in the employ of the Company for at least thirty (30) consecutive days, prior to a Statutory Holiday, to be eligible for such benefit.

NOTE 2: Employees who have been absent from work, excluding vacation, in excess of thirty (30) consecutive days immediately prior to a Statutory Holiday, will not be eligible for such benefit. Interruption of this benefit will cease upon return to active employment.

NOTE 3: Employees must advise local management of their choice of the optional Statutory Holiday (St. John the Baptist Day or Remembrance Day), by December 31st of the preceding year. Failure to provide such advice will result in assignment of the holiday at the Company's discretion.

NOTE 4: In the province of Quebec, employees will be required to take St. John the Baptist Day as the optional Statutory Holiday.

12.02 In the event that an employee's regular scheduled day off falls on one of the above-listed Statutory Holidays, he may be assigned, in lieu of such Statutory Holiday, an additional day off on the scheduled working day either immediately preceding or following the Statutory Holiday. Under circumstances where an employee is not assigned such a day off, he will be credited with twelve (12) hours at straight time.

12.03.01 In the event that a Statutory Holiday(s) falls during an employee's first fourteen (14) days of absence due to sickness or injury, he will be assigned, in lieu of the Statutory Holiday(s), an additional day(s) off on a scheduled working day(s), before December 31st of the same year. In the event that the day(s) cannot be assigned by December 31st, the employee will be credited eight (8) hours at straight time in lieu of the holiday(s).

12.03.02 If a Statutory Holiday(s) falls after the first fourteen (14) days when an employee is absent due to long-term sickness (GDIP) or injury (Workers' Compensation/C.S.S.T.), time credits or alternate time off will not be granted.

ARTICLE 13 – VACATIONS & GENERAL HOLIDAYS

13.01 Effective January 1, 2003, the way in which vacation is earned was changed from an accrual method to an “earn-as-you-work” approach, where any employee’s years of company service determine that amount of vacation the employee will receive in that given year. Employees will receive their increased vacation entitlement in the year in which they reach a company service vacation milestone.

Employees who have completed less than one (1) year of continuous service by December 31st of each year, will be granted vacation leave with pay in accordance with the following chart for each full month of continuous service up to December 31st.

Full Calendar Months of Continuous Service	Calendar Days of Vacation With Pay
1	1
2	2
3	4
4	5
5	6
6	7
7	8
8	9
9	11
10	12
11	13

NOTE 1: A full calendar month of service for vacation purposes will be credited if an employee commences Company service on the first working day of the month, provided all days of the month, before commencement of employment, are Statutory Holidays and/or regular days off in the employee's work cycle.

Employees who will complete one (1) year or more of continuous service by December 31st of each year, will be granted two (2) weeks [fourteen (14) calendar days] vacation with pay.

Employees who will complete five (5) years or more of continuous service by December 31st of each year, will be granted three (3) weeks [twenty-one (21) calendar days] vacation with pay.

Employees who will complete fifteen (15) years or more of continuous service by December 31st of each year, will be granted four (4) weeks [twenty-eight (28) calendar days] vacation with pay.

Employees who will complete twenty-five (25) years or more of continuous service by December 31st of each year, will be granted five (5) weeks [thirty-five (35) calendar days] vacation with pay.

NOTE 2 : An employee exercising bumping privileges, who is out of the employ of the Company for a period of not more than thirty (30) clear calendar days from date of lay-off, will not be considered as having a break in service for purposes of calculating vacation credits.

13.02 The periods of vacation outlined in Article 13.01 will be exclusive of Statutory Holidays which may occur during the vacation period.

In the event that a Statutory Holiday(s) falls within an employee's vacation period, the employee will have, unless otherwise agreed to locally, the option of:

- a) Taking the day(s) in conjunction with the specific vacation period in which the Statutory Holiday(s) falls;
- b) Taking the day(s) at a mutually agreed to time within the calendar year after the Statutory Holiday(s) occurs.

In the event the compensatory day(s) cannot be granted by December 31st of the calendar year, the employee will be credited with seven and one half (7.5) hours for employees covered by Article 10.01.01A) or eight (8) hours for employees covered by Article 10.01.01B) at straight time.

13.03 If an employee leaves the Company part way through the year and has already taken their full year's vacation entitlement, the difference between the final time payment calculation for vacation earned up until the date of termination and the vacation time already taken within the current calendar year shall be repaid to the Company. Specifically, any vacation that has been taken, but not earned, in the year in which an employee is on a leave of absence, is laid-off or terminates employment with the Company will be withheld from their final pay cheque as will any other final time payment monies that are owed to the employee by the Company.

The twelve (12) month calendar year will be reduced by one (1) month for each complete unit of thirty (30) consecutive days of personal leave of absence or lay-off. This number will then be multiplied by the employee's annual vacation entitlement (i.e., 14/12 for two (2) weeks; 21/12 for three (3) weeks; 28/12 for four (4) weeks; and 35/12 for five (5) weeks to arrive at the number of calendar days vacation to be granted.

In the event that excess vacation taken prior to separation cannot be repaid from final time payments, such situations will be reviewed by the Company and the Union on a case by case basis to determine how reimbursement will be provided to Air Canada.

13.04 Vacations will be taken at such times as the services of the employee can be spared.

NOTE: Every effort will be made towards granting vacations in the summer months to as large a number of employees as possible, within the limits imposed by the need to maintain efficient operation of the Company. It is recognized that it is not possible to establish standard formula for vacations, which would be applicable to a whole department since, while it would still be necessary to spread vacations evenly throughout the year under some conditions, such is not the case at all bases and stations and in the latter cases, the peak work loads do not occur necessarily at the same time of the year. The only logical and equitable manner to establish vacation schedules is to discuss the matter at each point on the basis of the local conditions at that point.

***This note is not applicable to Line Maintenance.**

13.05 Employees with two (2) or three (3) weeks vacation credits, may elect to split their vacation (in weekly increments) into two (2) periods. Employees with four (4) and five (5) weeks vacation credits, may elect to split their vacation into three (3) periods. The method of selection for the first period of vacation, will be in accordance with Article 13.06. Selection of the second period will be determined after all employees have indicated their first choice. Selection of the third period will be determined after all employees have indicated their second choice. Selection of the fourth period will be determined after all employees have indicated their third choice.

NOTE: Employees may elect to split their vacation entitlement into weekly or shift cycle increments, provided that backfill, if required, comes from a work schedule that does not require a change in regular fixed days off of the relief employee.

The determination of the number of weekly splits will occur annually, prior to vacation schedules being established.

If required, selection of the fifth period will be determined after all employees have indicated their fourth choice.

Vacation guide charts established for various shift schedules are based upon the principle, that by granting vacation in conjunction with Regular Days Off (R.D.O.'s) and permitting employees to split their vacation entitlement into weekly increments, the total number of working days cannot exceed the number of working days involved, had the employee taken the entire vacation entitlement at one time.

13.06 a) **This article is applicable to Line Maintenance exclusively**

Management shall provide lists based on the applicable cycles, side of the week or shift patterns, as it deems appropriate within the work location. The employees shall be required to indicate their preference for vacation periods, in sufficient time to permit posting of approved vacation lists by December 15th of the year preceding that in which the vacation will be taken. Such preference shall be granted on the basis of the last permanent Company starting date. After vacation periods have been established, they will not be altered without mutual agreement by the Union and the Company.

Employees electing to transfer once vacation canvassing has been completed will be permitted to keep their selected vacation only if that selection is available at their new location. Should their previously selected vacation not be available they will need to select new vacation on the remaining availability.

13.06 b) Management shall provide lists and the employees shall be required to indicate their preference for vacation periods, in sufficient time to permit posting of approved vacation lists by December 15th of the year preceding that in which the vacation will be taken. Such preference shall be granted on the basis of the last permanent Company starting date. After vacation periods have been established, they will not be altered without mutual agreement by the Union and the Company.

13.07 Employees terminating employment with the Company for any reason, or laid-off (with the exception of those exercising bumping rights), will receive pay for accrued vacation. In the case of an employee whose continuous service qualifies him for two (2) or more weeks annual vacation entitlement, any part year vacation pay will be calculated by multiplying the number of full calendar months service in the part year by either 14/12, 21/12, 28/12, 35/12, for either 2, 3, 4, or 5 weeks respectively, of annual entitlement, to arrive at the number of calendar days to be paid. The date of separation will not be extended beyond the date of actual termination of employment.

13.08 Under circumstances where an employee with an outstanding vacation entitlement is placed on GDIP during a calendar year and does not return to work during that year, the employee will be given the option of either:

- a) Deferring the outstanding vacation, which must be taken immediately following termination of GDIP and prior to returning to work, or,
- b) Being placed on "vacation" for the outstanding period prior to December 31st, in order to receive normal pay and extend the benefit period.

If an employee is absent from work, due sickness or injury, for a clear calendar year, he shall not be entitled to vacation credits he would have normally taken in that year.

Example:

Employee is injured November 1, 1989 with no outstanding vacation for the year 1989, employee returns to work February 15, 1991. Said employee will not be entitled to vacation credits for the year 1990, however he will be eligible for his normal vacation credit in 1991 based on Article 13.01.

- 13.09 In any given year, the vacation entitlement of an employee absent on account of illness, maternity or parental leave for more than 60 consecutive days will be pro-rated.
- 13.10 The method of determining vacation entitlement under circumstances where an employee switches from a 5/2 to a 6/3 type work schedule or vice versa after approved vacation lists are posted (Article 13.06).

When an employee has not taken any vacation, the vacation entitlement will be assigned based on the number of working days provided for by the employee's work schedule (appropriate Vacation Guide Chart) in effect at the time the first vacation period commences.

When an employee has taken a portion of earned vacation on either a 5/2 or 6/3 type work schedule, the vacation entitlement will be determined as follows:

- a) Four (4) weeks vacation entitlement and employee works a standard 5/2 work schedule, the total working days vacation entitlement is twenty (20). Employee takes one (1) week of vacation and changes to a 6/3 type work schedule which results in twenty (20) working days minus five (5) working days for a total of fifteen (15) working days vacation remaining.
- b) Four (4) weeks vacation entitlement and employee works a 6/3 type work schedule, the total working days vacation entitlement is nineteen (19). Employee takes one (1) week of vacation and changes to a 5/2 work schedule which results in nineteen (19) working days minus six (6) working days for a total of thirteen (13) working days vacation remaining.

13.11: Vacation Sliding Chart

6 x 3 Schedules	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Vacation week bid	w	w	w	w	w	w	x
Vacation week bid	x	w	w	w	w	w	w
Vacation week bid	x	x	w	w	w	w	w
Vacation week bid	x	x	x	w	w	w	w
Vacation week bid	w	x	x	x	w	w	w
Vacation week bid	w	w	x	x	x	w	w
Vac moves BACK to Day 1 in previous week	w	x	x	x	w	w	w
Vacation week bid	w	w	w	x	x	x	w
Vac moves BACK to Day 1 in previous week	w	w	x	x	x	w	w
Vacation week bid	w	w	w	w	x	x	x
Vac moves BACK to Day 1 in previous week	w	w	w	x	x	x	w
Vacation week bid	w	w	w	w	w	x	x

*** tie will move forward

4 x 2 Schedules	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Vacation week bid	w	w	w	w	x	x	w
Vac moves BACK to Day 1 in previous week	w	w	w	w	x	x	w
Vacation week bid	w	w	w	x	x	w	w
Vacation week bid	w	w	x	x	w	w	w
Vacation week bid	w	x	x	w	w	w	w
Vacation week bid	x	x	w	w	w	w	x
Vacation week bid	x	w	w	w	w	x	x

*** tie will move forward

4 x 4 Schedules	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Vacation week bid	w	w	w	w	x	x	x
Vacation week bid	x	w	w	w	w	x	x
Vacation week bid	x	x	w	w	w	w	x
Vacation week bid	x	x	x	w	w	w	w
Vacation week bid	x	x	x	x	w	w	w
Vacation week bid	w	x	x	x	x	w	w
Vac moves BACK to Day 1 in previous week	w	x	x	x	x	w	w
Vacation week bid	w	w	x	x	x	x	w
Vac moves BACK to Day 1 in previous week	w	w	x	x	x	x	w
Vacation week bid	w	w	w	x	x	x	x

4 x 3 Schedules	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Vacation week bid	w	w	w	w	x	x	x
Vacation week bid	x	w	w	w	w	x	x
Vacation week bid	x	x	w	w	w	w	x
Vacation week bid	x	x	x	w	w	w	w
Vacation week bid	w	x	x	x	w	w	w
Vacation week bid	w	w	x	x	x	w	w
Vac moves BACK to Day 1 in previous week	w	w	w	x	x	x	w
Vacation week bid	w	w	w	x	x	x	w

*** tie will move forward

5 x 2 Schedules	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Vacation week bid	w	w	w	w	w	x	x
Vacation week bid	x	w	w	w	w	w	x
Vacation week bid	x	x	w	w	w	w	w
Vacation week bid	w	x	x	w	w	w	w
Vacation week bid	w	w	x	x	w	w	w
Vac moves BACK to Day 1 in previous week	w	w	w	x	x	w	w
Vacation week bid	w	w	w	x	x	w	w
Vac moves BACK to Day 1 in previous week	w	w	w	w	x	x	w
Vacation week bid	w	w	w	w	x	x	w

13.12: General Holidays

TMOS employees (with the exception of Technical Services, Logistics and Supply and GSE), who have ten (10) or more years of service, will receive one (1) week of additional paid time off in the form of general holidays.

General holidays shall be bid separately from vacation bidding.

Fifty (50) percent of the general holiday liability will be distributed evenly every week throughout the calendar year with the remaining general holiday liability being planned at the discretion of the Company based on operational requirements.

The general holiday entitlement will be as per the appropriate vacation guide chart.

ARTICLE 14 – LEAVE OF ABSENCE

14.01 LEAVE OF ABSENCE – GENERAL

- 14.01.01 When a leave of absence is granted, the employee shall retain his seniority rights. However, should he engage in other employment while on his leave of absence, he shall lose his seniority rights unless special permission has first been obtained from Labour Relations and the appropriate General Chairperson.
- 14.01.02 The terms of the permission must be in writing, a copy of which will be given to the Union.

14.02 LEAVE OF ABSENCE – PERSONAL

- 14.02.01 Consistent with the manpower requirements, an employee, upon written request through his immediate Supervisor, may be granted leave of absence without pay for a period not to exceed ninety (90) days. This period may be extended by mutual consent of Labour Relations and the appropriate General Chairperson.

14.03 LEAVE OF ABSENCE – MATERNITY

Maternity Leave – A leave of absence without pay shall be granted to employees in accordance with the following.

- 14.03.01 Every employee with six (6) months of continuous service shall be granted a maternity leave in accordance with Articles 14.03.02 through 14.03.08.
- 14.03.02 The employee must request maternity leave in writing, accompanied by a medical certificate, certifying pregnancy and specifying the estimated date of her confinement, four (4) weeks in advance of the date such leave is desired. The request will also indicate the length of leave intended to be taken.
- 14.03.03 Maternity leave shall consist of a single period not exceeding nineteen (19) weeks if confinement occurs on or before the date specified in the medical certificate, or a single period of nineteen (19) weeks plus an additional period equal to the period between the date specified in the medical certificate and the actual date of confinement occurs after the date specified in the medical certificate.
- 14.03.04 Maternity leave may commence no earlier than eleven (11) weeks preceding the date specified in the medical certificate, except upon agreement between the employee and the Company, supported by a medical certificate.
- 14.03.05 Reference herein to a medical certificate shall mean a certificate signed by a qualified medical practitioner chosen by the employee.

- 14.03.06 Every employee who intends to take or is on maternity leave shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.
- 14.03.07 An employee returning from an authorized maternity leave shall be returned to her former position or to a comparable position in the same classification, subject to Article 16.
- 14.03.08 The total amount of maternity leave and child care leave (14.04) shall not exceed fifty-two (52) weeks.

14.04 **LEAVE OF ABSENCE – CHILD CARE RESPONSIBILITIES**

Child Care Leave – A leave of absence without pay shall be granted to employees in accordance with the following.

- 14.04.01 Every employee with six (6) months of continuous service, who has or will have the actual care and custody of a new-born child, shall be granted a child care leave in accordance with Articles 14.04.02 through 14.04.08.
- 14.04.02 The employee(s) must request child care leave in writing at least four (4) weeks in advance of the date such leave is desired.
- 14.04.03 The request must specify the desired date the leave will commence and terminate.
- 14.04.04 The leave will consist of a period not exceeding thirty-seven (37) weeks within the fifty-two (52) week period commencing as the employee(s) elects in accordance with 14.04.04.01 and 14.04.04.02.
- 14.04.04.01 In the case of a female employee:
- a) on the expiration of her maternity leave,
 - b) on the day the child is born, or
 - c) on the day the child comes into her actual care and custody.
- 14.04.04.02 In the case of a male employee:
- a) On the expiration of any leave of absence taken in respect of the child by a female employee, or
 - b) on the day the child is born, or
 - c) on the day the child comes into his actual care and custody.
- 14.04.05 Every employee who intends to take or is on child care leave, shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.

- 14.04.06 If two (2) employees are involved, the aggregate amount of child care leave, in respect of the birth of any one child, shall not exceed thirty-seven (37) weeks.
- 14.04.07 An employee returning from an authorized child care leave, shall be returned to his former position or to a comparable position in the same classification, subject to Article 16.
- 14.04.08 The total amount of child care leave and maternity leave (14.03) shall not exceed fifty-two (52) weeks.

14.05 LEAVE OF ABSENCE – ADOPTION

Adoption Leave – A leave of absence without pay shall be granted to employees in accordance with the following.

- 14.05.01 Every employee with six (6) months of continuous service will be granted an adoption leave in accordance with Articles 14.05.02 through 14.05.07.
- 14.05.02 The employee(s) must request adoption leave in writing at least four (4) weeks in advance of the date such leave is desired.
- 14.05.03 Upon receipt of notice as to the effective date of adoption, the employee will advise the Company, in writing, stating the desired date the leave will commence and terminate and provide a copy of documentation associated with the adoption.
- 14.05.04 The employee shall be granted a leave of absence from employment of up to thirty-seven (37) weeks within the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.
- 14.05.05 Every employee who intends to take or is on adoption leave, shall give at least four (4) weeks notice, in writing, of any change in the length of leave intended to be taken.
- 14.05.06 If two (2) employees are involved, the aggregate amount of adoption leave, in respect of the adoption of any one child, shall not exceed thirty-seven (37) weeks.
- 14.05.07 An employee returning from an authorized adoption leave shall be returned to his/her former position or to a comparable position in the same classification subject to Article 16.

14.06 LEAVE OF ABSENCE – BEREAVEMENT

- 14.06.01 When a death occurs in the immediate family of an employee, the employee shall be entitled to bereavement leave of four (4) consecutive calendar days. This leave includes both working and non-working days. If the employee has completed three (3) consecutive months of employment, this leave will be with pay.

Bereavement leave will normally commence on the day immediately following the death. Subject to the employee's prior notification to the Company, this leave may be deferred to include the funeral should the funeral not take place within the four (4) days immediately following the death.

- 14.06.02 Definition – "Immediate Family": Includes the spouse of the employee and the following relatives of either the employee or spouse (including common-law spouse): Son, daughter, parent, grandparent, grandchildren, sister, brother and including other relatives residing with the employee.

NOTE: The conditions of eligibility of a common-law spouse are the same as those which apply under the Company's Free and Reduced Rate Transportation program (refer to Air Canada portal under policies).

- 14.06.03 In unusual circumstances, where the deceased is not a member of the immediate family (e.g., guardian, step-parents), bereavement leave will be at the discretion of the Company.

ARTICLE 15 – ON COMPANY SERVICE TRANSPORTATION

15.01 On Company service transportation will be allowed in accordance with provisions in the Company Regulations Manual.

ARTICLE 16 – SENIORITY

16.01 PRINCIPLE

Seniority shall be based upon the principle of preference consideration for employees with long service.

16.02 RECOGNITION

The principle of seniority will be recognized as applicable in accordance with the provisions outlined under:

- a) Work Categories
- b) Classifications
- c) Point Seniority
- d) Division Seniority
- e) System Seniority

16.03 PRIVILEGES

Seniority, as governed by the provisions of this Article, shall be a factor in:

- a) Advancement or Promotion
- b) Transfer
- c) Reduction in Forces
- d) Recall after Lay-off
- e) Bumping as a result of Lay-off

Note: To be eligible to transfer, an employee does not need to meet the requirements of Article 16.10.01, 16.10.02 and 16.10.03.

16.04 CATEGORIES

Seniority shall be recognized in each work category, outlined in Articles 4, 6, & 8 and shall be applicable within that category, regardless of work location or assignment, subject to the provisions of Section 16.10 of this Article. Seniority shall be non-transferable from one category to another.

16.05 CLASSIFICATIONS

Seniority shall also be recognized and applicable in each classification, except in the Junior Mechanic and Learner Classifications. (Seniority in these classifications is outlined in Article 16.07).

16.06 SENIORITY DATES

16.06.01 Unless otherwise provided by this Article, a seniority date, once established, by the provisions of this Agreement, cannot be changed, altered or removed, except as a result of:

- a) Resignation
- b) Discharge for just cause
- c) Services dispensed with
- d) Desertion of service
- e) Retirement on pension
- f) Permanent demotion as a result of disciplinary action or lack of ability
- g) Failure to regain either permanent or term employment with the Company within seven (7) or more years [eighty four (84) consecutive months], while on laid-off status.
- h) Seniority list changes or corrections in accordance with this Article.
- i) Employee requested demotion
- j) Declination of recall to above basic classification at point of lay-off.
- k) Acceptance of a permanent position above and beyond the scope of this agreement (Article 16.11.07).

16.06.02 Employees hired for term employment shall not establish seniority in the classification concerned. In cases where such employees become permanent, they shall receive full seniority for the total time employed in such classification, provided that service is unbroken in this classification.

NOTE : There shall be no seniority date granted to any permanent employee for any acting assignment. If such an acting assignment is later made permanent, the applicable seniority date will be effective only as of the date of the permanent assignment.

16.06.03 Permanent employees who accept temporary assignments to positions above and beyond the scope of this Agreement, shall continue to accrue seniority within the category and classification for a total of twenty-six (26) weeks within any calendar year. Under circumstances where an accumulation of temporary assignments exceeds twenty-six (26) weeks, no additional seniority shall be accrued during the calendar year while on such assignments.

NOTE 1: Non-accrual of seniority will not be applicable to Training assignments involving introduction of new type aircraft and employees working under the provisions of Article 16.19.02.

NOTE 2: Training assignments will not be limited to employees actually conducting training, but may include employees who are performing, or who are dedicated to training planning, development, and support functions. Any work being completed by such employees on temporary assignments, under this exemption, must be related to the training function.

NOTE 3: The non-accrual of seniority exemptions includes all aspects and functions specifically related to the introduction of new type aircraft (e.g., training, planning, coordination, procedures, development, project work).

NOTE 4: The application of Article 20.03.01 will apply to all such assignments.

NOTE 5: To qualify for this exception, employees accepting acting management assignments will not be permitted to sign/issue disciplinary letters of any kind.

- a) Twenty-six (26) weeks within any calendar year will be administered on the basis of actual hours worked, i.e., forty (40) hours equals one (1) week, one thousand and forty (1,040) hours equals twenty-six (26) weeks.
- b) Actual hours worked includes overtime hours worked but excludes undertime, vacation, leave of absence, illness and Statutory Holiday credits.
- c) Non-accrual seniority adjustments for temporary assignments to positions above and beyond the scope of this Agreement, will be affected as a result of an accumulation of hours in excess of one thousand and forty (1,040) hours.
- d) An individual's seniority date(s) will be adjusted by one (1) calendar day for each eight (8) hours worked in excess of one thousand and forty (1,040) hours.

Example

- Employee accumulates 1,095 hours
- Employee allowed 1,040 hours
- Excess hours 55 hours
- Number of non-accrual days is equal to $55 \div 8 =$ six (6) calendar days.

	<u>Original Seniority Dates</u>	<u>Adjusted Seniority Dates</u>
Station Attendant	Mar. 20, 1975	Mar. 26, 1975
Lead Station Attendant	Sept. 8, 1977	Sept. 14, 1977
Customer Service Agent	Nov. 13, 1981	Nov. 19, 1981
Mechanic	Apr. 27, 1965	May 3, 1965
Lead Mechanic	Feb. 13, 1975	Feb. 19, 1975
Shop Inspector	May 26, 1980	June 1, 1980

NOTE: Non-accrual seniority adjustments will be made annually in accordance with the provisions of Article 16.18.

16.06.03.01 Unassigned

16.06.04 In determining seniority of employees with equal seniority, the following procedures will be used and seniority position shall be established immediately. A decision can be made by the application of the following steps in the order written.

- a) Compare length of service in the category.
- b) Compare total length of service in the Business Unit in classifications covered by this Agreement.
- c) Compare total length of service in classification covered by this Agreement.
- d) The last four (4) digits of the employee number, backwards, with the lowest number identifying the more senior employee (0000 being the lowest possible number).
- e) The last four (4) digits of the employee's Social Insurance Number, backwards, with the lowest number identifying the more senior employee (0000 being the lowest possible number).

- f) In cases where the above factors will not determine the position on the Seniority List, the position will be jointly determined by the Company and the General Chairpersons.

NOTE: To determine the seniority sequence of employees with equal seniority who have previous Company service in classifications covered by the Agreement, the provisions, as outlined in a), b) and c), will be applied to such previous service.

In cases where an employee's previous Company service was in a position not covered by the Agreement, the total length of previous service will be used.

The procedure used in calculating both previous and continuous Company service in classifications covered by the Collective Agreement, in determining the sequence of employees with equal seniority is calculated by adding the total number of days in a period of service where one day equals one day of service.

16.07 TECHNICAL SERVICES BUSINESS UNIT

Employees hired in or assigned to basic classifications (including Junior Mechanics or Learners hired or assigned on or after June 1, 1969) will be granted seniority on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the date will be that of hiring.

Employees hired in or assigned to classifications above that of Mechanic will, in addition, be credited with equal seniority in all lower classifications down to and including Mechanic, provided that seniority is not already established in such classifications. The seniority date established in the lower classifications, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

16.08 AIRPORT & CARGO OPERATIONS BUSINESS UNIT

Employees hired in or assigned to classifications in the Airport & Cargo Operations Business Unit, will be granted seniority credit on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the seniority date will be that of hiring.

Employees hired or assigned to classifications above that of Station Attendant will, in addition, be credited with equal seniority in the basic classification provided that seniority is not already established in such classification. The seniority date established in the basic classification, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

16.09 LOGISTICS & SUPPLY BUSINESS UNIT

Employees hired in or assigned to classifications in the Logistics & Supply Business Unit, will be granted seniority credit on a day-for-a-day basis, the seniority date being that of permanent entry into the classification concerned. In the case of a new employee whose probationary period was satisfactory, the seniority date will be that of hiring.

Employees hired in or assigned to classifications in Stock Handling categories above that of Stockkeeper will, in addition, be credited with equal seniority in all lower classifications down to and including Stockkeeper, provided that seniority is not already established in such classifications. The seniority date is established in the lower classifications, in accordance with this paragraph, shall be the date of permanent entry into the higher classification.

16.10 SCOPE OF SENIORITY

Seniority privileges within each category and/or classification will be governed as follows. Seniority privileges shall be established upon completion of twenty-six (26) consecutive weeks of employment in a basic category.

16.10.01 Technical Services

- a) "Point" – Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category and all employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.
- b) "Division" – Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 4.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category, excluding employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.
- c) "System" – Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category, excluding employees in the Learner 1 to Junior Mechanic 4 (inclusive) classifications.
- d) Unassigned

16.10.02 **Airport and Cargo Operations Business Unit**

- a) "Point" – Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category.
- b) "Division" – Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 6.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category.
- c) "System" – Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category.

16.10.03 **Logistics & Supply Business Unit**

- a) "Point" – Seniority privileges will be recognized and applicable only at the Point where presently employed with respect to all employees for the first two (2) years service in a category.
- b) "Division" – Seniority privileges will be recognized and applicable only within that Seniority Division, as outlined in Article 8.01 and as determined by the point where presently employed, with respect to all employees upon completion of two (2) years service in a category.
- c) "System" – Seniority privileges will be recognized and applicable on the System with respect to all employees upon completion of five (5) years service in a category.

16.10.04 Unassigned

16.10.05 Where an employee transfers from one category to another, as a result of a successful application to a bulletin, scope of seniority (i.e., Point, Division, or System) will be based on total service in the categories involved.

16.11 **PROMOTIONS**

16.11.01 Permanent promotions referenced in 16.11.10 below, shall be bulletined in accordance with the published "Promotional Bulletins and Vacancy Notices" as approved by the Union. Once selected to a promotional bulletin, seniority privileges are established effective the day after the closing date of the promotional bulletin.

NOTE: Secondary consideration applicants shall be given a seniority date effective the day following the date awarded to employees of primary consideration.

- 16.11.02 Copies of the bulletins and bids in reply thereto shall be supplied to the Union.
- 16.11.03 It is agreed that the Company will make promotions and fill vacancies from the ranks of permanent employees whenever practicable.
- 16.11.04 Employees working in a lower or another classification due to exercising bumping privileges are eligible to bid on any Promotional Bulletin or Vacancy Notice addressed to that classification, provided they do not currently hold a seniority date in the position being advertised.
- 16.11.05 In the selection of employees for unscheduled advancement, moves, changes in classification or promotion, decision shall rest with the Company provided that, in the case of employees with equal ability, unless otherwise provided, the employee possessing the greater seniority shall receive the preference, such selections being made in consultation with the Union.

Under circumstances where the Company requires an understanding with respect to any special criteria in order to be considered eligible for selection to a subsequent Promotional Bulletin, the matter will first be discussed at the Headquarters Level. The objective of such a meeting is to obtain Union approval and to ensure that all employees are aware of the special criteria.

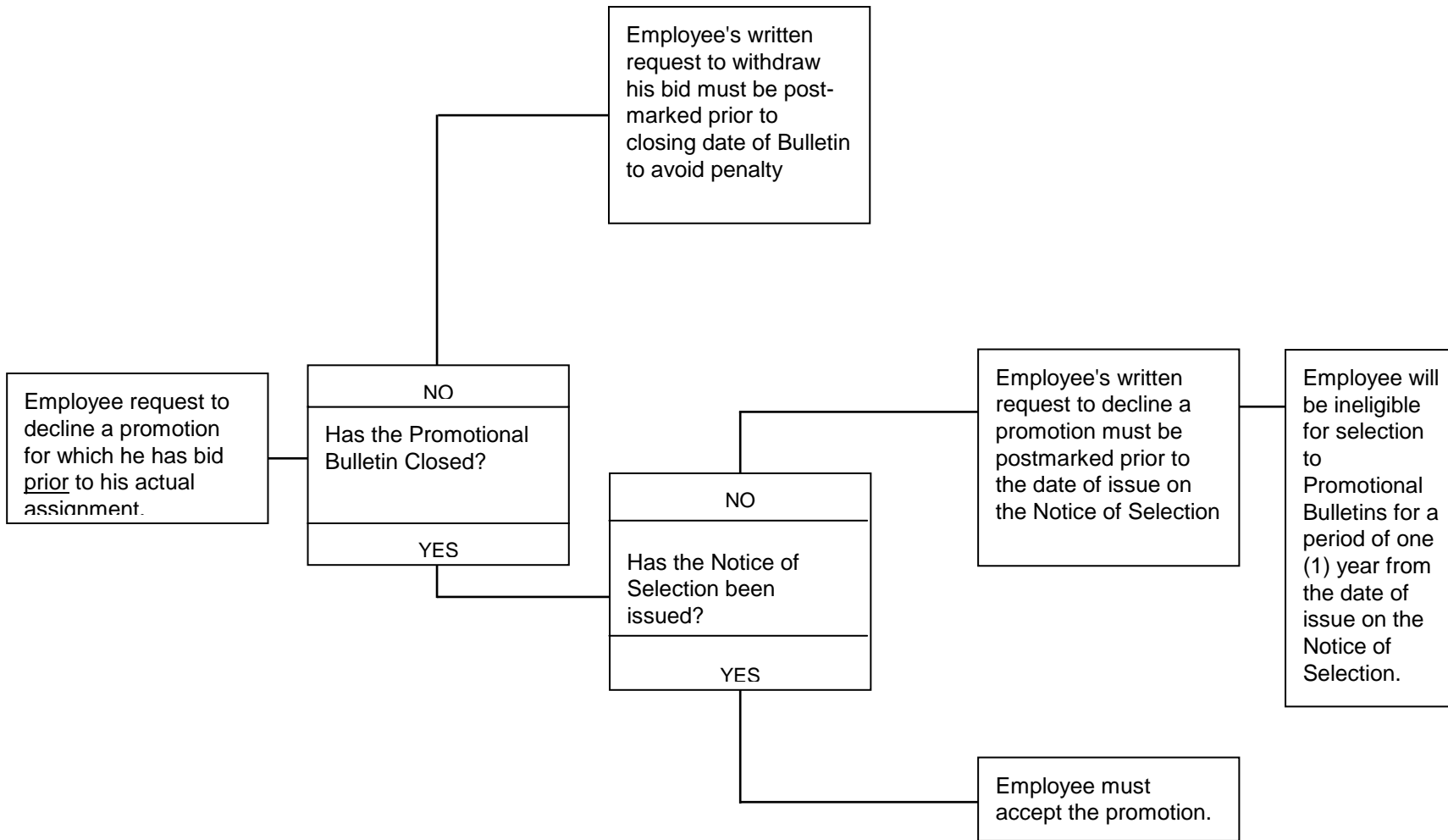
- 16.11.06 An employee selected for reassignment or promotion will be given a reasonable length of time in which to prove his capabilities in the new assignment.
- 16.11.07 Permanent employees promoted to Management positions above or beyond the scope of this agreement, on a permanent basis, shall immediately forfeit all seniority privileges therein.
- 16.11.08 An employee advanced, moved, or promoted subsequent to the advancement, promotion or the change of classifications of a less senior employee will not, under any circumstances, become senior in new classification to employees previously advanced, moved or promoted due to greater ability.
- 16.11.09 An employee who is again promoted or moved to a classification from which he has previously been permanently demoted or removed because of lack of ability or disciplinary action shall establish a seniority date coincidental with the date of latest permanent entry into classification.

16.11.10 Promotions to above-basic classifications covered by this Agreement will be advertised on a System basis within each Business Unit and including those stations where employees are on assignment from a supply point within Canada. To be eligible for consideration for promotion, an employee must:

- a) Be located at the point where the vacancy exists, or
- b) within a Seniority Division – have completed two (2) years of service in the category as of the closing date of the Promotional Bulletin, or
- c) on the System – have completed five (5) years of service in the category as of the closing date of the Promotional Bulletin.

NOTE: Where an employee transfers from one category to another as a result of a successful application to a bulletin, scope of seniority (i.e., Point, Division, or System), will be based on total service in the categories involved.

16.11.11 Action regarding employees who decline promotion



NOTE: If the employee withdraws, the next most senior qualified applicant will be selected.

16.11.12 The finalization of Selection to Promotional Bulletins or Vacancy Notices will commence at Second Level.

16.11.13 Employees on laid-off status and not in the permanent employ of the Company are eligible to bid on Promotional Bulletins or Vacancy Notices. Employees wishing to receive copies of Promotional Bulletins or Vacancy Notices shall so indicate, in writing, to the Director, Labour Relations with a copy to his local Manager, his Union Regional Committee and District Lodge 140 at Montreal.

NOTE: Employees who are successful candidates to a Promotional Bulletin or Vacancy Notice will forfeit all active recall privileges.

16.11.14 Employees on GDIP or Worker's Compensation will be eligible for selection to a Promotional Bulletin or Vacancy Notice provided:

- a) The employee has indicated, in writing to the Company (copy the local Union), his desire to be advised of Promotional Bulletins or Vacancy Notices during such absences.
- b) The employee has provided the Company with the appropriate address for forwarding such notices.
- c) The employee has passed the necessary qualifying exams.
- d) The employee has been declared medically fit to perform the work.
- e) The selection assists in rehabilitation and is consistent with the seniority of the individual involved.
- f) The availability of the employee.
- g) Physical limitations and effect of possible relocation, etc.

Under circumstances where an individual on Worker's Compensation, long term GDIP or Leave of Absence account illness, is considered acceptable and is immediately available to fill a position, the details will be provided to Headquarters for a decision at the Third Level of the Grievance and Discipline Appeal Procedure.

16.12 TRANSFERS

16.12.01 Permanent employees transferring at Company request from one category to another, shall retain and continue to accrue seniority indefinitely in the category classification from which transferring, providing that such transfer is within the same Business Unit and further, providing that such transfer is the result of a successful application to a bulletin.

NOTE: Such seniority, as is retained in a previous category, under this provision, shall be effective only in the event that a laid-off employee is unable or does not elect to bump in his current category at another point and is unable to bump down in that category at the point of lay-off. In such circumstances, the employee affected will be considered as being set back at the latter point to the highest classification in which he holds seniority in the previous category and the resultant staff processed in accordance with Articles 16.14 and 16.15 as necessary.

16.12.02 Except as covered in 16.12.01 above, employees permanently transferring from one category to another, in a position covered by this Agreement (including transfer from one Business Unit to another), shall continue to accrue seniority within the category classification from which transferred for six (6) months from date of transfer but shall not accumulate any additional seniority thereafter. Non-accrual seniority retained under this provision is limited to the category of most recent transfer.

NOTE: Seniority which is retained and accumulated as a result of laid-off status, is excluded from this provision.

Such seniority shall be effective only in the event that an employee is unsuccessful in completing the probationary period or is subsequently laid-off and is unable to retain employment by bumping within the current category.

Employees may request to return to their former category; such transfers are subject to a permanent vacancy being available.

16.12.03 Permanent employees transferring to Management positions above or beyond the scope of this agreement, on a permanent basis, shall immediately forfeit all seniority privileges therein.

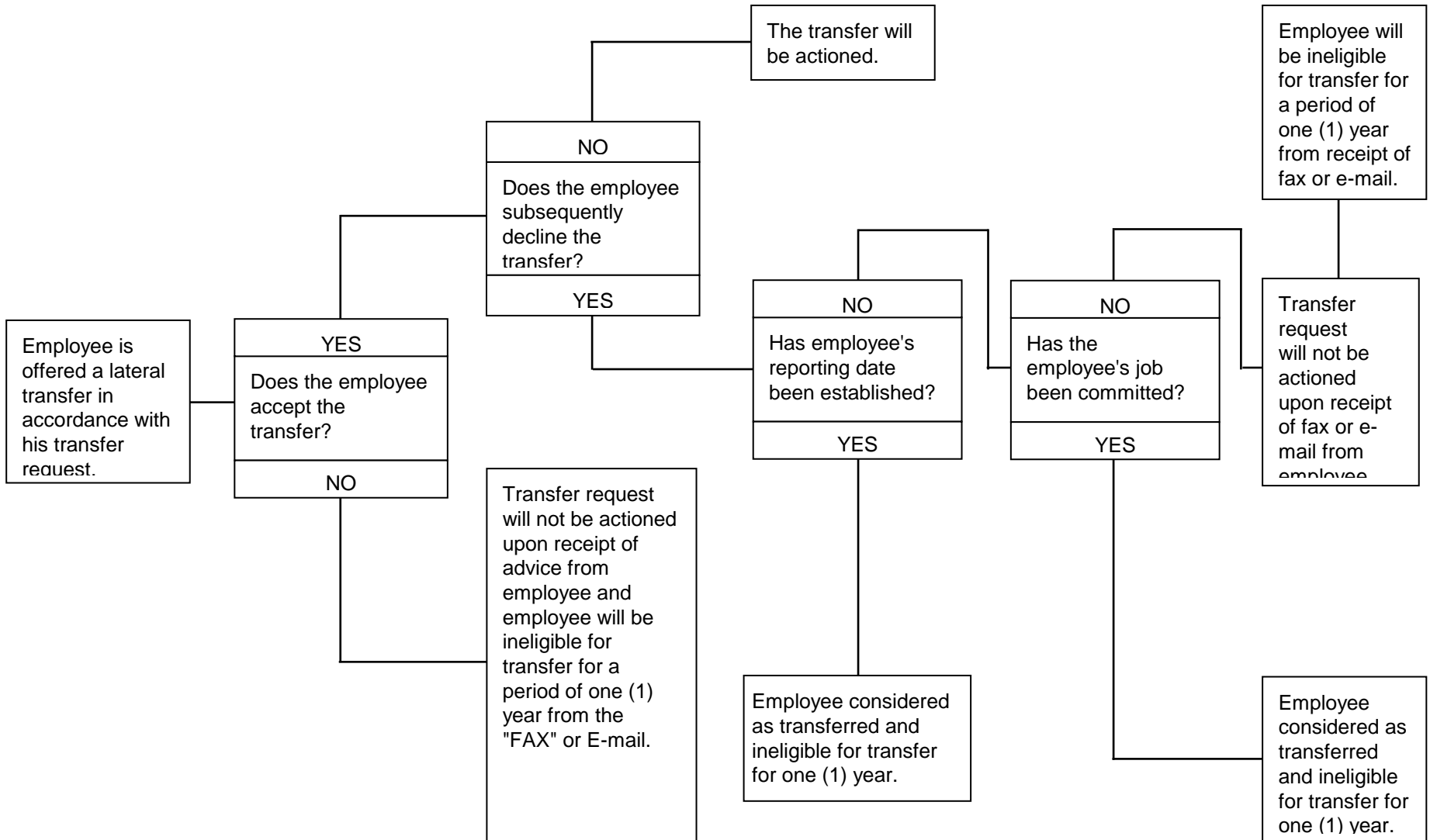
16.12.04 Employees permanently transferring between the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Units in classifications above and beyond the scope of this Agreement, will retain previously established seniority for a period not to exceed six (6) months. At the expiration of six (6) months, the employee must return to the previous category and/or classification or forfeit all seniority privileges.

Within the first six (6) months of the transfer, such employees may request to return to their former category subject to a permanent vacancy being available.

16.12.05 Employees permanently transferring from the Technical Services, Airport & Cargo Operations or Logistics & Supply Business Units to any other Business Unit or to a non-management position within any of the aforementioned Business Units, shall retain their seniority within the classification and category from which transferred for a period not to exceed six (6) months. At the expiration of six (6) months, the employee must return to previous category or forfeit all seniority privileges therein. The ability to return is subject to a permanent vacancy being available.

16.12.06 Permanent employees transferring on a permanent basis from either one point to another, within a Seniority Division or from one Seniority Division to another, will carry all previously established seniority dates to the new point and/or Division.

16.12.06.01 Action regarding employees who decline requested transfers



16.12.07 An employee desiring to transfer from:

- a) One category to another
- b) One point and/or division to another
- c) One Business Unit to another
- d) Transfer Full-time to Part-time

Note: employees who transfer will receive applicable part-time benefits and current rate of pay not to exceed the maximum salary for part-time as of the date of the transfer.

shall so indicate in writing, by use of the ACF732B, to the Coordinator, Labour Relations at Montreal with a copy to his local Manager and to his Union Regional Committee or by using the electronic tool by login on the Portal, under hr connex / Go to ehr Kiosk / IAMAW –eTransfer. To be eligible for consideration, the request for transfer must be submitted prior to the date of the vacancy becoming available on a permanent basis. Each request for transfer, including copies, must be forwarded by FAX or E-Mail and will be considered active for a period of one (1) year from the date of the “FAX” or E-Mail, following which it will be necessary for any employee, still desiring a transfer, to again submit a request in writing.

NOTE 1: Employees permanently transferring under the provisions of this Article will be ineligible for transfer for a period of one (1) year from date of transfer.

NOTE 2: Employees on laid-off status not in the permanent employ of the Company are eligible for transfer.

NOTE 3: Employees employed in the Company and holding laid-off status in any classification(s) are eligible for transfer in such classification(s).

NOTE 4: Employees accepting transfers within their category/classification in accordance with b) or c) will forfeit all active recall privileges.

EXCEPTION: An employee laid off who exercises bumping rights and subsequently transfers to another point within his classification, or, who accepts laid off status at the point and subsequently transfers to another point within his classification, will retain his recall rights within his classification to his point of layoff only.

NOTE 5: Employees accepting a transfer that involves a change of category/classification and the provisions of Article 11.04 are applied, the employee’s recall privileges in the former category/classification will be retained until a seniority date is established in their new category/classification.

NOTE 6: Employees accepting transfers in accordance with Note 5 above, will be assigned the date that the vacancy became available on a permanent basis, as a seniority date in their new category/classification, sequenced in accordance with Article 16.06.04

NOTE 7: Employees in an above basic classification in a category will be eligible to transfer to a basic classification in another category.

16.12.08 Under circumstances where a Classification and/or Category is to be introduced in a location where the Classification/Category is not presently being utilized or the Company is scheduled to commence operating into a new Canadian city, the following will apply:

A General Information Circular (G.I.C.) will be issued notifying all employees covered by this Collective Agreement of a classification/category being introduced at a location. Eligible employees interested in such a vacancy must submit an employee requested transfer by a specified date. The anticipated reporting date will also be included.

In the event the vacancy is in an above basic classification, employee requested transfers will be considered in conjunction with eligible applicants to the Promotional Bulletin, reference Article 16.12.09.

16.12.09 Employee requested transfers in "above basic" classification, will only be actioned if the employee's seniority in the appropriate basic classification(s) is greater than that of eligible applicants to a Promotional Bulletin. Under such circumstances, the applicable Promotional Bulletin will be cancelled and the vacancy filled by actioning the employee requested transfer.

16.12.10 Basic classification vacancies for technical aircraft maintenance categories at line stations normally filled from supply points, on a permanent basis, which are not filled by employee requested transfers, will be covered by a Vacancy Notice at the appropriate supply point(s). Under the circumstances where there are no eligible applicants to a Vacancy Notice, the Company will endeavour to hire qualified employee(s) locally, failing which, the junior qualified individual(s) at the applicable supply point(s) will be required to fill the vacancy. An employee permanently transferring from one point to another, as a result of selection or assignment to a Vacancy Notice, will be ineligible for lateral transfer for a period of two (2) years from the date of transfer. The line stations (or any new stations) will use supply points as follows:

- a) Stations in the Provinces of British Columbia, Alberta, Saskatchewan and Manitoba – Vancouver and Winnipeg.
- b) Stations in the Province of Ontario (except Ottawa) and the United States -Toronto.

- c) Stations in the Province of Quebec (including Ottawa), Europe, Asia and the Caribbean – Dorval.
- d) Stations in the Provinces of Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland – Halifax.

NOTE: Employees on laid-off status, not in the permanent employ of the Company, will be eligible to bid on Vacancy Notices relative to supply points addressed to their permanent category and classification. Copies of such Vacancy Notices will be provided upon written request to the Vice-President, Technical Services at Dorval. Employees who are successful candidates to a Vacancy Notice will forfeit all active recall privileges.

16.12.11 Employees who are temporarily assigned to other points or Seniority Divisions for relief duty or training, shall retain seniority in original point or Seniority Division.

16.12.12 Should a reduction in staff be implemented in any category, an employee affected may be offered employment in another category if a vacancy exists, subject to evaluation of his experience in line with the work assignment to which he is proceeding. In the event of an employee accepting such a position, his seniority in his original category will be protected. It shall not be obligatory upon the employee to accept such a position, as may be available and should he elect to remain laid-off, his seniority shall be protected. Should the employee desire to transfer to the category in which he has been re-employed, he may do so, providing there is a vacancy in the permanent establishment.

16.12.13 Employees of identical basic classifications may be permitted to request mutual transfers at their own expense subject to the approval of the Company and the Union. The administration of such requests will be undertaken by the Union. This process will not infringe on any of an individual's normal transfer rights.

NOTE : Refer to appendix XXIII for the administrative process.

16.13 SET-BACKS OR DEMOTIONS

16.13.01 An employee who is set back one or more classifications due to a change in the classification strength, or any other circumstances not resulting from lack of ability or disciplinary action, shall retain seniority in previously established classifications and shall be recalled to those classifications in accordance with his seniority therein. Employees set back, as outlined in this paragraph, shall be considered as having been laid-off and shall have bumping privileges as outlined under Article 16.15.

16.13.02 An employee who is permanently demoted one or more classifications due to lack of ability or disciplinary action, shall forfeit seniority privileges in those classifications from which demoted.

16.13.03 An employee may request demotion to a classification in which he holds seniority, provided the request is submitted in writing, by using the electronic tool by login on the Portal, under hr connex / Go to ehr Kiosk / IAMAW – eTransfer or via FAX or Canada Post, to the Director, Labour Relations Air Canada Base 1263 Station Airport, Dorval, Quebec P.O. Box 14000 H4Y 1H4 with a copy to his Manager and his Union Regional Shop Committee. The written request for demotion must be sent by FAX or postmarked thirty (30) days prior to the date of a vacancy being declared. The request for demotion is limited to the point where currently employed. Subject to a permanent vacancy being available, such requests will be processed as follows:

The employee will be advised in writing (copy to the local Union), when his request is actioned, including advice of the applicable seniority changes and time limits relative to eligibility as to promotion and transfer.

An employee whose promotion resulted in a transfer to a new point will not be allowed to demote to another above basic classification for a period of five (5) years.

16.13.03.01 Under circumstances where the request is actioned, the employee will:

- a) Forfeit seniority in all higher classifications.
- b) Be ineligible for promotion or vacancies to the classification from which demoted for a period of three (3) years from date of demotion.
- c) Be ineligible for promotion or vacancies to any other higher classification for a period of one (1) year from date of demotion.
- d) Be ineligible for employee requested transfer from one point to another for a period of one (1) year from the effective date of the demotion.

16.14 STAFF REDUCTIONS

- 16.14.01 Staff reductions will be made strictly on the basis of seniority.
- 16.14.02 In the event there are surplus employees at one point in a Seniority Division coincidental with a vacancy in the same classification at another point in the same Seniority Division, the opportunity to fill the vacancies, except as provided for in Article 16.16.10, will be offered only to surplus employees prior to implementing lay-off action. Surplus employees who decline the opportunity to transfer (as per this clause) and are issued notice of lay-off will be permitted to exercise bumping privileges as provided in Article 16.15.
- 16.14.03 The effect of staff reductions upon agreed quotas, will not be considered until after staff reductions have been implemented. The staff will be reduced as required and personnel affected, notified in writing. The remaining staff will then be adjusted, as required, to meet the agreed quotas and the personnel to be reduced in classification notified accordingly and offered the opportunity of accepting the set-back or of bumping as outlined in Article 16.15.
- 16.14.04 Effective January 31, 1991, employees shall not accumulate Company Service for periods of lay-off of thirty (30) calendar days or more.
- 16.14.05 Employees, when laid-off, must file their address and telephone number with the Company and notify the local Personnel Services office of any change of address.

16.15 BUMPING

- 16.15.01 Bumping shall be a recognized seniority privilege of personnel on laid-off status and except as provided in Articles 16.11.06 and 16.12.02, may be exercised only by such personnel. This privilege is restricted in application to the bumping of an equal number of employees on the bottom of the Seniority Division Classification Seniority List and also, providing that the forfeiture of the bumping privilege by one or more of the laid-off employees automatically reduces the number of employees who may be bumped.
- 16.15.02 The actioning of the bumping process, under circumstances where employees eligible to bump have not indicated an order of preference for all of the locations where there are junior employees eligible to be bumped, will be as follows:
- a) The names of all employees desiring to bump will be listed in order of seniority, together with their indicated preferences.
 - b) The names/locations (points) of the most junior employees (all those employees on the bottom of the Seniority Division Classification Seniority List) eligible to be bumped, will be listed in inverse order of seniority.

NOTE: This may be equivalent to, less than, but never greater than, the number of surplus employees in a) above.

- c) Eliminate the names of surplus employees desiring to bump where the only point(s) designated are no longer available due to the decision of other surplus employees who decided not to exercise their bumping privilege and elected laid-off status.
- d) Eliminate an equivalent number of names/locations (points) of the most senior employees who were eligible to be bumped (e.g., equivalent to the number of surplus employees in c) above).
- e) Endeavour to accommodate the surplus employees eligible to bump in seniority order in accordance with their indicated preference on a tentative basis, until such time as the bumping privileges of all surplus employees can be definitely established.
- f) In accommodating surplus employees in the bumping process, it must be ensured that no junior employee retains employment while a more senior employee is displaced (bumped).
- g) In the event all the surplus employees eligible to bump cannot be accommodated in accordance with their indicated preferences, eliminate the name(s) of surplus employees desiring to bump (place them on laid-off status) where the only points designated cannot be obtained due to the indicated preference of a more senior surplus employee or the process does not result in the displacement of the most junior employee(s).
- h) Eliminate an equivalent number of names/locations (points) of the most senior employees who were eligible to be bumped (e.g., equivalent to the number of surplus employees in g) above).

NOTE: This process will only be utilized in circumstances where the list of surplus employees desiring to bump is equal to the list of those employees eligible to be bumped.

- i) Continue to repeat the process outlined in e), f), g) and h) above, until the bumping privileges of all the surplus employees can be definitely established.

16.15.03 Bumping shall be restricted in application by:

- a) Work category.
- b) Classification of employee and the number of years of service in the category (reference Article 16.10).

16.15.04 Employees who are laid-off may, consistent with the scope of their seniority as outlined in Article 16.10, exercise such seniority and elect to:

- a) Bump within their classification in their Seniority Division or on the System, if unable to retain employment in their classification within their Seniority Division, or
- b) Bump down to a lower classification at the point of lay-off, or,
- c) Bump down to a lower classification at another point in their Seniority Division, or on the System (consistent with the provisions of Article 16.15.01 above), providing that the employee concerned is unable to bump under the terms of 16.15.04(a) and further, provided that either he is unable or he does not elect to bump down more than one classification where such circumstances apply under the terms of 16.15.04(b).

NOTE: An employee holding seniority in another category (reference Article 16.12.02), who is unable to retain employment by bumping in the current category, may exercise seniority in the former category in accordance with these provisions.

16.15.05 The employee must notify the Company of intent to bump not later than seven (7) clear calendar days prior to the termination of the period of notice, inclusive of the effective date of such notice. A form will be provided for this purpose and must be completed in accordance with instructions thereon. In the event of failure to so notify the Company, the employee will be considered to have elected laid-off status with recall privileges to the point only.

16.15.06 Finalization of the bumping process shall be consistent with an allowance to the bumped employee of fourteen (14) clear calendar days' notice from the date of such lay-off notice.

16.15.07 Laid-off employees may be allowed a period, not to exceed thirty (30) clear calendar days from date of lay-off notice, within which to report for duty at point of bumping.

16.15.08 Employees being laid-off must work for the full period of their notice, unless extenuating circumstances warrant other handling, mutually agreeable to the Company and Union.

16.15.09 In the event an employee exercising bumping privileges subsequently resigns prior to reporting, the employee who was to be displaced shall be laid-off.

- 16.15.10 Employees not on the active payroll, whose seniority is such that they would be involved in a staff reduction, will be laid-off. In the event such an employee elects to bump, the reporting date will be delayed until such time as the employee is returned to the active payroll. The employee being displaced will also be laid-off.
- 16.15.11 Failure of employees exercising bumping privileges to advise the Company of any possible delay in reporting for work at the point of bumping and on the specified date, will constitute a serious offence and will be dealt with as individual cases by the Company and District Lodge 140.
- 16.15.12 Employees who have signified intent to exercise bumping privileges and who subsequently reverse their decisions will be considered as having deserted the service of the Company, with subsequent loss of all rights and privileges, subject to consideration by the Company and District Lodge 140 of exceptional circumstances.

16.16 **RECALL**

- 16.16.01 At the time of lay-off, an employee holding laid-off status, as referenced in Article 16.14, may, in addition to the point of lay-off, specify up to three (3) additional points to which he wishes to be recalled. A form will be provided for this purpose and must be completed in accordance with instructions thereon.
- 16.16.02 Recalls to point of lay-off and additional specified points will be in order of seniority as follows:
- a) Notice of open position shall be sent, by Canada Post (Xpresspost or Registered Mail), to senior laid-off employees involved.
 - b) Notified employees must advise the Company, by FAX or Canada Post (Xpresspost or Registered Mail) or other alternative written advice, within seventy-two (72) hours of date of notice, if they wish to be considered for recall. The senior employee of those replying within seventy-two (72) hours limit shall be recalled.
 - c) In the event that the employee does not wish to be considered for the position, he must so advise the Company, by FAX or Canada Post (Xpresspost or Registered Mail) or other alternative written advice, within fourteen (14) days from date notice was sent out.

- d) A laid-off employee not currently employed within the Company, who is notified of a permanent position in his category at the point from which laid-off, must accept, providing that in the case of an employee laid-off from a classification above that of Mechanic in the Technical Services Business Unit, the position is in a classification not lower than that of Mechanic.
- e) An employee accepting a recall will not, except under very extenuating circumstances, be permitted to reverse his decision.
- f) Except for employees covered by 16.16.09, failure to comply with regulations c), d) and e) above, will result in the individual's name being removed from the seniority list and he will therefore be considered as having deserted the service of the Company, with consequent loss of all rights and privileges.
- g) Recalled employees must report for duty within fourteen (14) days from date of recall notice. This period may be lengthened under extenuating circumstances.
- h) Notwithstanding, the provisions of item g) above, in a situation where an employee recalled to his home base can be backfilled at the point by a laid off employee at that point, such a recall will be actioned within forty-five (45) days.

16.16.03 The notices or other alternative written advice of open position, shall contain the following information:

- a) Whether the position is permanent or term employment.
- b) Location of position.
- c) Effect on seniority.

16.16.04 Under circumstances where a term position becomes available in a basic classification, the procedure for filling the position will be as follows:

- a) In the event the anticipated duration of the position is more than sixty (60) calendar days, it will be offered in seniority order to all laid-off employees in the classification eligible for recall to the point.
- b) In the event the anticipated duration of the position is less than sixty (60) calendar days, it will be offered to laid-off employees at the point.
- c) Any remaining vacancies in a) or b) above to be filled by local hiring, including consideration of term employment to qualified employees in other categories.

It is important to note that it may be necessary to utilize term employment pending finalization of the process referenced in a) above.

An employee accepting term employment will not be considered eligible for term employment at another location (regardless of the duration) until the employee involved is reverted to laid-off status.

Time involved in term employment within the category from which laid-off, will only count in the establishment of scope of seniority privileges (i.e., Point, Division and System seniority) when the employee is recalled to a permanent position.

Employees working at another location due to the exercising of their bumping privileges and holding recall to the point, are ineligible for consideration for term employment.

16.16.05 Where a permanent vacancy exists in a basic classification, employees on laid-off status are given first consideration over a requested demotion to the same classification.

16.16.06 Employees offered recall in accordance with their seniority and not able to return to the active payroll, account medical reasons, will have their reporting date delayed until declared medically fit, subject to the approval of the Company Medical Officer.

In situations where there is a disagreement between the employee and the Company Medical Officer regarding a reporting date, or the employee's medical ability to return to work, the employee may submit a grievance in accordance with Article 17.03 following the receipt of written advice from the Company which will be sent by FAX or Canada Post (Xpresspost or Registered Mail). Failure to submit a grievance will indicate the employee's acceptance of the Company Medical Officer's decision with respect to his return to work.

16.16.07 Laid-off employees who did not accept term employment, may, provided that the work was offered in the category of such employees and provided that the duration is extended, be allowed to reconsider their decision consistent with their seniority, provided, however, that the duration must first be extended an additional ninety (90) days.

16.16.08 Should the prospective period of employment be of indefinite duration, it shall be discussed and mutually agreed between the Company and the Union as to whether the employment shall be classed as term or permanent.

- 16.16.09 a) An employee who is working at another point due to exercising bumping privileges, shall be considered as being laid-off and will be subject to lateral recall to the point of most recent lay-off, consistent with his seniority, providing that the vacancy is in the category from which laid-off and in the classification in which he bumped and further, provided that he is currently employed in such classification. If the employee does not, within seventy-two (72) hours, accept first recall, he will be considered as transferred and will not be given further recalls on this basis.

NOTE: In the event such an employee does not, within seventy-two (72) hours, accept the first recall to a higher classification in the same category at the point of most recent lay-off in the current classification, he will forfeit the above lateral recall privileges.

- b) Laid-off employees who have accepted employment in other categories or Business Unites shall be considered as being laid-off and will be subject to recall to the category from which laid-off, consistent with their seniority. If the employee does not, within seventy-two (72) hours, accept the first recall to point of lay-off to a permanent position, he will be considered as having voluntarily transferred to present assignment as of the effective date of lay-off, subject to the provisions of Article 16.12.02 and 16.12.03. If the employee accepts recall, he will lose all rights and privileges in the category from which recalled.
- c) An employee who, after lay-off in his present category, has exercised bumping privileges in a former category to retain employment in the Company, shall be considered as being laid-off in the present category and will be subject to recall to that category, consistent with his seniority. If the employee does not, within seventy-two (72) hours, accept the first such recall to the point of lay-off, he will lose all rights and privileges in the category from which laid-off. During the period of lay-off, seniority will not accumulate in the category in which such an employee has exercised bumping privileges; however, previous established seniority in the former category will be retained upon accepting recall.

- d) An employee who has exercised bumping privileges in a lower classification, shall be considered as being laid-off in the higher classification, consistent with his seniority. If the employee does not, within seventy-two (72) hours, accept the first such recall at the point where currently employed, he will,
 - i) Forfeit seniority in the higher classification;
 - ii) Be ineligible for promotion to any higher classification for a period of three (3) years from the date of the recall notice;
 - iii) Be ineligible for an employee requested transfer from one point to another for a period of one (1) year from the date of the recall notice.

16.16.10 Personnel, on laid-off status, shall not be recalled under circumstances where transfer of surplus personnel holding divisional seniority and who are presently employed within the Seniority Division, will meet the manpower requirements at another point unless any of the employees on laid-off status, desiring a recall, are senior to the surplus personnel who would be involved in the transfer.

16.16.11 Employees in basic classifications who are laid-off as a result of a reduction in staff, shall be recalled on the basis of greatest category seniority of the employees desiring recall to the point.

16.16.12 Employees in above basic classifications, who are laid-off as a result of a reduction in staff, shall be recalled on the basis of greatest classification seniority of the employees desiring recall to the point.

16.16.13 In situations of administrative error which result in an employee not being recalled from laid-off status in order of seniority, such errors will be corrected, once confirmed by the Company, within seventy-two (72) hours of discovery by the Company or of receipt of written notification of the error from either the Union or the affected employee(s). The affected employee(s) will be compensated for a maximum of sixty (60) calendar days of pay given the situation identified above. There will be no further compensation for time not worked beyond this sixty (60) day time period.

16.17 TERM EMPLOYMENT

- 16.17.01 Term employment may be utilized by the Company for such purposes as summer flight schedules (e.g., vacation relief), acting management assignments, leaves of absence (e.g., accident, illness), special work programs for specified period and phase-in phase-out (e.g., aircraft type or base).
- 16.17.02 Term employment will be limited to twenty-six (26) weeks. In the event such employees are retained beyond this period, they will be designated as "permanent", provided they have successfully completed the probationary period.

16.18 SENIORITY LISTS

- 16.18.01 a) Each year, the Company shall have prepared and furnished to the Union a complete seniority list of all classifications and categories within the scope of this Agreement. Copies of an appropriate seniority list of all applicable classifications and categories will also be provided to all Company stations and bases. These lists to be furnished as of March 31st of the subsequent year.
- b) This list shall be kept open for correction for a period of thirty (30) calendar days from March 31st.
- c) All corrections shall be finalized during the thirty (30) calendar days following the termination of the posting period and shall be published as an amendment to the seniority list. This amended seniority list shall become effective on the day following termination of the sixty (60) day period covered above.
- d) This amended seniority list shall be the approved list and shall remain in full force and effect until a new list has been published and approved in the above manner. Subject to the provisions of Paragraphs g), h) and i) following, no corrections shall be made to this approved list during the period in which it remains in force.
- e) It shall be the responsibility of each individual employee to examine the applicable portion of the list and make written request, three (3) copies, for any correction during the thirty (30) day posting period. An employee may file a request for correction only once, except upon his presentation of new and pertinent evidence.

- f) One copy of this request for correction must be forwarded to the Director, Labour Relations. One copy will be forwarded to the appropriate General Chairperson by the employee concerned. The third copy will be forwarded to the Chairperson of the Local Shop Committee.
 - g) In the event that it is not possible to settle a complaint in the stipulated period, the necessary correction will be made and will be effective as of the date the final correction is published.
 - h) Notwithstanding the foregoing regulations, the appropriate General Chairperson may request corrections to the seniority list at times other than the stipulated period. Such corrections, if mutually agreed upon, will be incorporated in the new list of the subsequent year. However, if prior to the time the new list is effective, circumstances arise such that an employee's right to:
 - Continue in or regain employment in his Business Unit,
 - a subsequent promotion, or,
 - a subsequent transfer
 is jeopardized, such correction will be published immediately and will be effective as of the date of publication.
 - i) Employees exercising seniority, retained under and 16.12.02, will have their seniority dates adjusted and position on the seniority list altered to account for time during which seniority was not accumulated.
 - j) Any action taken on the basis of a published Seniority List stands as final, regardless of any corrections to the list which may subsequently be made.
- 16.18.02 Each year the Company shall have prepared and furnished to the Union a complete list of all employees holding, but not accumulating, seniority. These lists will be furnished as of March 31st of the subsequent year by category and classification. In the event of any of these employees exercising seniority, as referenced in Articles 16.12.02 and 16.12.03, the active seniority list will be changed in accordance with Article 16.17.01 of this Agreement.

16.19 REHABILITATION

- 16.19.01 Employees who have given long and faithful service in the employ of the Company and who have become unable to handle heavy work to advantage, will be given preference of such light work in their line as they are able to handle; the employees will take the rate of pay of jobs to which assigned.
- 16.19.02 The Company will facilitate the rehabilitation of employees returning from long-term GDIP or Workers' Compensation under the Employee Rehabilitation Program.

Subject to mutual agreement between the Company and the Union, these employees may be given, in certain cases, shift and/or work location preference in order to facilitate their rehabilitation, which, in some cases, may require the employee to work less than the standard working week and/or standard working day.

Where employees are unable to return to work in their former category/classification, they may be accommodated in a position where the job requirements are consistent with their medical/physical condition, provided they have demonstrated that they possess the aptitude to perform the job. Under such circumstances, the Company will participate in providing training assistance and following successful completion of training, salary and benefit levels will be based upon the position accepted by such employees.

16.20 GENERAL

- 16.20.01 In the event of a geographical relocation of work from one Seniority Division to another, the employees affected holding divisional seniority (including Learners and Junior Mechanics with at least two (2) years service in category), shall be considered as holding seniority in the division to which the work is transferred and staff adjustments will be made accordingly.
- 16.20.02 Unassigned
- 16.20.03 The Company may assign personnel from other categories to cover peak periods of a temporary nature rather than re-hire laid-off employees to cover such peak periods.

ARTICLE 17 – DISCIPLINE AND GRIEVANCE PROCEDURE

17.01 DISCIPLINE AND DISCHARGE

17.01.01 Under circumstances where, as a result of an alleged misdemeanor, it is considered undesirable that an employee should be allowed on the Company premises and where there is doubt as to the appropriate charge and/or penalty, the employee may be held out of service pending investigation for a period not to exceed three (3) clear calendar days, exclusive of Saturdays, Sundays and Statutory Holidays. This investigation period will not incur loss of pay unless the misdemeanor results in suspension pending discharge.

17.01.02 Where disciplinary action short of discharge is considered necessary, the employee will be advised in writing. Such letters will be progressive in nature and will represent various levels of severity depending upon the offense and/or the employee's previous disciplinary record. The practice of the issuance of a verbal reprimand under certain circumstances will not be affected by this procedure. Depending on the nature of any incident, disciplinary action may be initiated at any one of five (5) steps as follows:

Step I

Six (6) month letter of reprimand.

Other similar incident(s)/infraction(s) while the letter is active, extends period of retention on file to one (1) year or initiates progression to Step II.

Step II

A disciplinary letter or letter of temporary demotion with a duration of retention on the employee's personal file for a period of twelve (12) to twenty-four (24) months, depending upon the nature of the incident and/or the employee's previous disciplinary record.

Other similar incident(s)/infraction(s) while the letter is active, extends period of retention by six (6) months or initiates progression to Step III.

Step III

A disciplinary letter with a duration of retention on the employee's personal file for a period of thirty (30) months, and also the ability to issue a one (1), two (2) or three (3) day suspension without pay.

Other similar incident(s)/infraction(s) while this letter is active, extends period of retention by six (6) months or initiates progression to Step IV.

Step IV

A disciplinary letter with a duration of retention on the employee's personal file for a period of thirty-six (36) months, and also the ability to issue a ten (10) day suspension. The purpose of this letter is to afford the employee a final opportunity to retain employment.

17.01.03 Step V

Where the decision of the Company is to discharge for just cause, the employee shall first be notified in writing with a Step V Letter of Discipline stating that he is "suspended pending discharge". The Step V Letter shall include the specific charge or charges precipitating the action.

NOTE: As per Article 17.01.05.01, in exceptional circumstances, a twenty (20) day suspension may be substituted for discharge.

17.01.04 Letters of discipline shall be presented to the employee within a reasonable period of time of the Company's knowledge of the incident leading to discipline, and shall contain an explanation of the infraction, and the future corrective action to be expected. It is recognized that corrective disciplinary action is most effective when taken in a timely manner and that disciplinary letters, up to and including Step IV, will be presented to the employee in person. The employee may have a Shop Steward present as an observer, if so requested.

NOTE 1: Letters of discipline will include copies to Labour Relations, the General Manager or his designate, People Services, the General Chairperson and the Shop Committee. Failure to meet this requirement will not negate the action taken.

NOTE 2: In situations where discipline is being considered, accident reports will be forwarded to the Union Shop Committee.

17.01.05 In cases involving suspension without pay, local management will review the matter with the local Union in an effort to assure that all information and opinions are available. After a final review of the whole case, local management will render its decision.

In cases involving suspension pending discharge, local Management will advise the local Union prior to issuing the letter of suspension pending discharge to the employee.

NOTE: If requested by the Union, reasonable time will be allowed to investigate the case.

- 17.01.05.01 The ten (10) day suspension can only be exceeded, with Business Unit Head approval, in exceptional circumstances where suspension pending discharge would normally occur and only to a twenty (20) working day suspension within a thirty (30) calendar day period.
- 17.01.05.02 Disciplinary suspensions will normally be served in conjunction with regular days off (either before or after regular days off).
- 17.01.05.03 In cases where a decision to discharge is reduced but where time off the payroll is involved, the limits in 17.01.05.01 will not apply.
- 17.01.06 Letters relative to corrective disciplinary action and illegal work stoppages which have been placed on an employee's personal file will not be referenced and will be removed from the employee's personal file, where practicable, if the employee's record has been free of any previous corrective measures for three (3) consecutive years.
- 17.01.07 When an employee has been notified of disciplinary action, he may lodge appeals in accordance with the appropriate charts re Grievance and Discipline Appeal Levels. Each such appeal must be lodged in writing via Canada Post or FAX within ten (10) clear calendar days from the date of receipt of the decision, exclusive of Saturdays, Sundays and Statutory Holidays. Hearings shall be commenced within thirty (30) clear calendar days of written request and decision rendered within fifteen (15) clear calendar days, exclusive of Saturdays, Sundays and Statutory Holidays, of the close of the appeal hearing. All decisions shall be confirmed in writing to the parties concerned and will contain a summary of the issue giving rise to the appeal.
- NOTE 1:** Notwithstanding the provisions of this Article, it is agreed that the respective parties will make every effort to conduct hearings within the identified time period. Where these time limits cannot be met by either party, the other party will be notified in advance.
- NOTE 2:** The Company undertakes to ensure that the time limits for the rendering of decisions, referenced above, will be adhered to unless exceptional circumstances surrounding the case require an extension.
- NOTE 3:** In situations where the conditions of Note 2 do not apply and the Company fails to render a decision within the specified time limits of the disciplinary appeal process for Steps III, IV, and V disciplines, the Union may proceed with the appeal in accordance with Article 18 and the fees and expenses of the arbitrator shall be borne by the Company.
- 17.01.08 Implementation of disciplinary action involving loss of pay (suspension without pay and temporary demotion), will normally be withheld pending a

possible appeal. No hearing will be held at the Headquarters Level in disciplinary matters not involving loss of pay (Step I and II disciplines). Matters involving loss of pay (Step III, IV and V disciplines), will be appealed directly to the Director, Labour Relations.

NOTE 1: The specific details of appeal steps, as referenced in 17.01.07 to 17.01.08 inclusive, are contained in the appropriate charts re Grievance and Discipline Appeal Levels.

NOTE 2: Appeals to discharge decisions will be handled as promptly as possible and wherever practical, at the location concerned.

NOTE 3: This appeal procedure does not detract from the requirements reflected in Article 17.01.05.

17.01.09 If an appeal is not lodged in a discharge case, the employee may be discharged effective the day following the appeal period specified in 17.01.07. If an appeal is lodged and if the decision is to discharge and provided that no further appeal is made within the time limit specified in 17.01.07, the discharge will be effective the day following this limit.

17.01.10 The final decision of the Company shall be forwarded to the employee, the appropriate General Chairperson, the appropriate Shop Committee representative and District Lodge 140 by FAX or Canada Post (Registered Mail or Xpresspost). If the Union is not satisfied with the final decision of the Company, the matter may be submitted to arbitration, subject to the provisions of Article 18 of this Agreement, provided the employee concerned has so requested the Union to do so, in writing, with a copy to:

Director, Labour Relations
Air Canada Center 1263
P.O. Box 14000 , Station Airport
Dorval, Quebec
H4Y 1H4

NOTE: Should the Union represent an employee at a final disciplinary appeal hearing, as provided for in 17.01.10, the time limits referenced in Article 18.03 will commence on the date the appropriate General Chairperson receives the final decision.

17.01.11 Throughout this procedure, an employee shall have the right to be represented by an authorized Union Representative. In this event and if the employee appeals to the Headquarters Officers of the Business Unit or of the Company, he shall be represented at these latter levels by the General Chairpersons. Subject to the other provisions of 17.01 and Article 18 including time limits, the employee may, throughout this procedure, handle the matter on his own behalf if he so desires, including arbitration.

NOTE: Should an employee elect to handle his own final disciplinary appeal, in accordance with 17.01.10, the time limits referenced in Article 18.03 will commence on the date the employee receives the final decision.

17.01.12 Nothing in this Agreement shall be construed as preventing the Company from holding an employee out of service pending an investigation and hearing or appeal. The Company's decision in the case of such hearings or appeals may either uphold a previous Company decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as may be considered just and equitable.

17.02 UNASSIGNED

17.03 GRIEVANCE PROCEDURE

17.03.01 When an employee believes that he has been unjustly dealt with or that any of the provisions of this Agreement have been violated, his recourse shall be as follows, except for those matters handled in accordance with Article 17.01.

Within ten (10) clear calendar days of the occurrence or his knowledge of the incident, whichever occurs later, he shall first attempt to obtain a satisfactory adjustment by direct appeal to his Supervisor during which discussion the grievor may be accompanied by his Shop Steward if he so desires. If the grievor chooses to be thus accompanied, the Shop Steward may participate in the discussion. If the employee has handled the matter on his own and has been unable to arrange a satisfactory adjustment, he may request the Shop Steward to handle his grievance with the Supervisor. The employee may accompany the Shop Steward if he so desires.

FIRST LEVEL

17.03.02 When the conditions of Article 17.03.01 have been met and an employee remains dissatisfied with the results, he may raise a formal grievance in writing on the standard grievance form within ten (10) calendar days, exclusive of Saturdays, Sundays and Statutory Holidays, as follows:

- a) The employee will indicate the nature of the grievance, date of the incident/action, alleged violation of the Agreement (e.g., specific provision), the facts concerning the matter and the specific redress sought.
- b) Providing the employee has signed the grievance form, the submission of that grievance form to his Supervisor, may be carried out by either the employee or the Union Steward.
- c) The Supervisor will respond to the Union, with a copy to the employee, in writing, on the standard grievance form within three (3) clear calendar days from the date of receipt of the written grievance form, exclusive of his regular days off and Statutory Holidays.
- d) Such First Level decisions issued by the Company will be considered by the parties to be without prejudice or precedent.

NOTE: Grievances of a general nature may be initiated by the Union, in writing, on the standard grievance form at either the First, Second or Third Level, depending upon the scope and nature of such grievance.

Such grievances must be filed within ten (10) clear calendar days, exclusive of Saturdays, Sundays or Statutory Holidays, from when the Union has received written notice from the Company relating to an incident or when an incident actually occurs and subsequently comes to the knowledge of the Union, which the Union believes violates the provisions of the Agreement.

SECOND LEVEL

17.03.03 Failing satisfactory adjustment at First Level, the Shop Steward shall refer the grievance to the local shop Committee/General Chairperson for appeal to the member of management designated by the Company.

NOTE: The Shop Steward may be added to the Grievance Committee at the Second Level of the appeal procedure.

- 17.03.03.01 The Local Shop Committee and the Local Management representatives designated by the Company will meet at least once a month for the purpose of conducting Second Level grievance and discipline appeal hearings.

THIRD LEVEL

- 17.03.04 Failing satisfactory adjustment at Second Level or if the Company fails to render a decision within the specified time limits, the grievance shall be submitted to the General Chairpersons for appeal to the Director, Labour Relations.

- 17.03.04.01 The Committee of General Chairpersons of District Lodge 140, will meet with the Company Headquarters Representatives at least every six (6) weeks for the purpose of dealing with all outstanding grievances which have been processed to the Headquarters Level of the Company. This work will not detract from the functioning of the recognized Regional Shop Committee.

NOTE: It is the mutual intention of the parties to confine, as far as practicable, the Third Level Appeal to questions of national importance. In furtherance of this goal, each party will advise the other, in writing, of any grievances proceeding to the Third Level which it considers do not raise any national issues. The parties will endeavour to resolve all grievances which do not raise any question of national importance prior to the Third Level appeal. Unless expressly agreed to the contrary, such resolutions will be without precedent value.

- 17.03.04.02 If at a Third Level Hearing, agreement is reached on the interpretation, intent or application of a provision in the Agreement, the parties agree that the issue may be raised at a subsequent Union Management Communication Meeting. Following a review of the agreement at the Union Management Communication Meeting, such agreement may, on mutual agreement of the parties, be incorporated in the Collective Agreement in the form of a Letter of Understanding.

- 17.03.04.03 Decisions of National Third Level grievances will be sent to the office of the National President and Directing General Chairperson, District Lodge 140, or designated representative, by Faxcom followed by Canada Post.

- 17.03.04.04 At the request of District Lodge 140:

- a) An additional member from each affiliated Local Lodge may attend discussions with the Company at the Third Level as an advisor to the Committee of General Chairpersons. However, the Local Lodges in Toronto and Montreal may each have two (2) members.

- b) Such representatives who are employees shall be allowed the necessary time off, subject to manpower requirements, payable by the Union. Necessary transportation will be provided over the lines of the Company from the point of duty to the point of meeting and return.

APPEALS

17.03.05 Each appeal must be lodged in writing, within ten (10) clear calendar days from the date of receipt of decision, exclusive of Saturdays, Sundays and Statutory Holidays. Hearings shall be commenced within fifteen (15) clear calendar days of written request, exclusive of Saturdays, Sundays and Statutory Holidays. Decisions shall be rendered within fifteen (15) clear calendar days of the close of the appeal hearing, exclusive of Saturdays, Sundays and Statutory Holidays. All decisions shall be confirmed in writing to the parties concerned. At the Second and Third Level, the decision will contain a summary of the issue giving rise to the grievance.

NOTE 1: Notwithstanding the provisions of this Article, it is agreed that the respective parties will make every effort to conduct hearings within the identified time period. Where these time limits cannot be met by either party, the other party will be notified in advance.

NOTE 2: The Company undertakes to ensure that the time limits for the rendering of decisions, referenced above, will be adhered to unless exceptional circumstances surrounding the case require an extension.

NOTE 3: In situations where the conditions of Note 2 do not apply and the Company fails to render a decision at the third level of the grievance appeal process within the specified time limits, the Union may proceed with the grievance in accordance with Article 18 and the fees and expenses of the arbitrator shall be borne by the Company.

17.03.06 The specific details of appeal steps, as referenced in 17.03.01 to 17.03.04 inclusive, are contained in the appropriate charts re Grievance and Discipline Appeal Levels.

17.03.07 If an agreement cannot be reached between District Lodge 140 and the Company, the matter may then be submitted to arbitration subject to the provisions of Article 18 of this Agreement.

17.04 GENERAL

- 17.04.01 The employee or the Union and the Company may have any witness present who can give relevant evidence on the matter in question.
- 17.04.02 Witnesses, who are employees of the Company, shall be given leave of absence for a time sufficient to permit them to appear as witnesses. Space available transportation will be provided over the lines of the Company from the point of duty to the point of hearing and return.
- 17.04.03 All decisions arrived at between management of the Company and the employee and/or the Union, shall be final and binding upon the Company, the employee and the Union. Decisions not appealed within the time limit prescribed, shall be final and binding upon the party or parties concerned.
- 17.04.04 All Union Regional Committee and Shop Committee activities are restricted to the point where the Committee is located.
- 17.04.05 At line stations, except Calgary, Edmonton, Ottawa, Mirabel and Halifax, grievances of a technical nature involving maintenance personnel, will be handled jointly by the appropriate local Manager and the General Manager – Line Maintenance, or designated representative.
- 17.04.06 With the exception of the First Level of the grievance appeal procedure, the hearing of appeals by the management levels listed may be delegated to a deputy but, in such cases, the deputy's decision becomes the final decision for that step of the appeal procedure. However, the Union may request that a specific grievance be heard by the senior line Manager listed on the charts rather than his designate in those grievances which involve significant issues at the location.
- 17.04.07 At the request of the District Lodge 140, a member from each affiliated Shop Committee may attend the Headquarters level disciplinary appeal hearings as an advisor to the General Chairpersons.

17.05 UNION/MANAGEMENT COMMUNICATIONS

- 17.05.01 It is recognized that meetings between the Company and the Union, at all levels, are essential to the maintenance of good employee relations and the establishment of mutual trust and respect.

- 17.05.02 The Company shall discuss, with the various Shop Committees of the Union, matters involving the employees under this Agreement. At all points where Shop Committees have been constituted, two (2) regular meetings between the designated officials of the Company and the Shop Committee shall be held each month. Such meetings will be held during regular working hours without loss of time to committee men, unless otherwise mutually agreed. Where mutually agreed by the Shop Committee and designated Company officials, the meetings may be held at less frequent intervals or as required, subject to joint agreement.
- 17.05.03 The Committee of General Chairpersons of District Lodge 140 will discuss with Company Headquarters Representatives, overall matters involving policy, interpretation, etc., affecting the whole system. The Committee will meet with the Company at least once every quarter. The work of this Committee must not detract from the functioning of the recognized Regional Shop Committees.
- These meetings will also include, as required, matters of mutual concern relating to the Employee Assistance Program, Employment Equity and National Health and Safety issues. District Lodge 140 Coordinators for Safety & Health, Employment Equity or Employee Assistance may be in attendance for the period of time when matters relating to their functions are addressed as an agenda item.
- 17.05.04 Meetings referenced in 17.05.02 and 17.05.03 shall not be considered as being in lieu of the established grievance procedure.
- 17.05.05 The National President and Directing General Chairperson, District Lodge 140, or designated representative, shall be the point of contact between the Union and representatives of Company Headquarters. Where such contacts are through the medium of correspondence, the letters, in all cases, will be addressed to or signed by the above-referenced General Chairpersons with a copy to the other General Chairpersons.
- 17.05.06 Any matter initiated by the Company at Headquarters Level for discussion with the Union, shall be handled by the appropriate Company representatives with the General Chairpersons. Any matter of a local nature initiated by a Company representative at a level below that of Headquarters, shall be handled by him with the appropriate Shop Committee/General Chairperson or Shop Steward.

17.06 GRIEVANCE & DISCIPLINE APPEAL LEVELS

17.06.01 GRIEVANCE AND DISCIPLINE APPEAL LEVELS – TECHNICAL SERVICES

GRIEVANCE APPEAL LEVELS	DORVAL (INCLUDING LOGISTICS & SUPPLY)	VANCOUVER WINNIPEG	CALGARY (INCLUDING LOGISTICS & SUPPLY)	TORONTO	OTTAWA MIRABEL HALIFAX EDMONTON	LINE STATIONS (EXCEPT OTTAWA, EDMONTON, MIRABEL AND HALIFAX)	LOGISTICS & SUPPLY VANCOUVER, TORONTO, OTTAWA, EDMONTON, WINNIPEG, HALIFAX	DISCIPLINE APPEAL LEVELS
THIRD LEVEL	CORPORATE LABOUR RELATIONS GENERAL CHAIRPERSONS							STEP III, IV & V DISCIPLINES
SECOND LEVEL	DIRECTOR/ OR DESIGNATED REP. SHOP COMMITTEE	DIRECTOR OR DESIGNATED REP. SHOP COMMITTEE	DIRECTOR OR DESIGNATED REP. GENERAL CHAIRPERSON OR SHOP COMMITTEE	DIRECTOR OR DESIGNATED REP. SHOP COMMITTEE	DIRECTOR OR DESIGNATED REP. SHOP COMMITTEE	DIRECTOR OR DESIGNATED REP. GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	DIRECTOR OR DESIGNATED REP. SHOP COMMITTEE	STEP I & II DISCIPLINES
FIRST LEVEL	STAGE II TEAM LEADER OR DESIGNATED REP. PRODUCTION TEAM LEADER OR DESIGNATED REP. SHOP STEWARD	PRODUCTION TEAM LEADER SHOP STEWARD	PRODUCTION TEAM LEADER OR DESIGNATED REP. SHOP STEWARD	PRODUCTION TEAM LEADER SHOP STEWARD	TEAM LEADER OR MTCE. MANAGER SHOP STEWARD	LOCAL MANAGER OR DESIGNATED REP. SHOP STEWARD	DUTY MANAGER OR DESIGNATED REP. SHOP STEWARD	

* The General Manager responsible for the applicable Division/Department.

17.06.02 GRIEVANCE AND DISCIPLINE APPEAL LEVELS – AIRPORT & CARGO OPERATIONS

GRIEVANCE APPEAL LEVELS	TORONTO DORVAL MIRABEL	VANCOUVER WINNIPEG OTTAWA HALIFAX	CALGARY EDMONTON	REGINA SASKATOON QUEBEC ST-JOHN'S SAINT JOHN FREDERICTON MONCTON	THUNDER BAY LONDON CHARLOTTETOWN VICTORIA VAL d'OR ROUYN SEPT ILES STEPHENVILLE SYDNEY GANDER SUDBURY TIMMINS NORTH BAY WINDSOR	CARGO RATING UNIT (MARKETING & SALES CARGO) MONTREAL	DISCIPLINE APPEAL LEVELS
THIRD LEVEL	CORPORATE LABOUR RELATIONS					GENERAL CHAIRPERSONS	STEP III, IV & V DISCIPLINES
SECOND LEVEL	GENERAL MANAGER OR DESIGNATED REP. SHOP COMMITTEE	GENERAL MANAGER OR DESIGNATED REP. SHOP COMMITTEE	GENERAL MANAGER OR DESIGNATED REP. GENERAL CHAIRPERSON OR SHOP COMMITTEE	GENERAL MANAGER OR DESIGNATED REP. GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	GENERAL MANAGER OR DESIGNATED REP. GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	MANAGER GENERAL CHAIRPERSON OR DESIGNATED SHOP STEWARD	STEP I & II DISCIPLINES
FIRST LEVEL	SUPERVISOR/ MANAGER SHOP STEWARD	SUPERVISOR/ MANAGER SHOP STEWARD	SUPERVISOR/ MANAGER SHOP STEWARD	SUPERVISOR/ LOCAL MGR. SHOP STEWARD	DESIGNATED SUPERVISOR/ MANAGER SHOP STEWARD	SUPERVISOR/ MANAGER SHOP STEWARD	

17.06.03 UNASSIGNED

17.06.04 UNASSIGNED

ARTICLE 18 – ARBITRATION

18.01 Disputes other than specific employee grievances or disciplinary or discharge appeals, may be submitted to arbitration by either the Company or District Lodge 140 provided the issue in question concerns the interpretation or alleged violation of any provision of this Agreement. The question as to whether or not any such issue is arbitrable may also be submitted to arbitration.

18.02 Should the Company and District Lodge 140 fail to reach an agreement upon a specific employee grievance dealt with under Article 17.03 and provided the grievance involves the interpretation or the alleged violation of any provision of this Agreement, or should District Lodge 140 be dissatisfied with the final decision of the Company rendered under Article 17.01, District Lodge 140 shall be entitled to submit the case to arbitration. The question as to whether or not any such issue is arbitrable may also be submitted to arbitration.

No dispute involving a specific employee grievance or disciplinary appeal shall be submitted to arbitration until it shall first have been handled through the preceding steps of the appropriate appeal procedure.

18.03 District Lodge 140 or the Company, whatever party contemplates arbitration shall notify the other party in writing within ninety (90) clear calendar days from the date of the Company's final grievance or discipline appeal decision of their intent to arbitrate, including a selection of single arbitrators for review by the other party, or advice that the matter is being withdrawn from arbitration.

All such written notifications shall be forwarded by Faxcom.

18.04 Any decision not submitted to arbitration within the time limits referenced in Article 18.03, shall be final and binding upon the Company, the employee and the Union.

18.05 Within fifteen (15) days, the other party will confirm their agreement with one of the single arbitrators identified in the correspondence referenced in Article 18.03 or notify the other party, in writing, of their non-acceptance and provide an alternative selection of single arbitrators.

18.06 Following receipt of the advice regarding the selection of single arbitrators referenced in 18.03 and should the parties fail within thirty (30) clear calendar days, to agree on a single arbitrator, the Minister of Labour for Canada may be requested by the parties, acting jointly, or by either party acting separately, to appoint an arbitrator.

- 18.07 The arbitrator shall convene a meeting of the parties, take relevant evidence and make every effort to complete the hearing of the case within thirty (30) days of his appointment and to issue a written decision to the parties, within fifteen (15) days of the hearing.
- 18.08 The decision of the arbitrator shall be final and binding upon the Company, the employees and the Union.
- 18.09 The fees and expenses of the arbitrator shall be borne equally by each party.
- 18.10 The arbitrator shall not, in the case of a grievance appeal, make any decision inconsistent with the provisions of this Agreement, nor shall he alter, modify, or amend any part of this Agreement, but he shall have the authority to determine, except as limited by the Agreement, the compensation to which an aggrieved employee may be entitled.
- 18.11 In the case of disciplinary or discharge appeals, the arbitrator may either uphold the Company's final decision, fully exonerate and reinstate the employee with pay for all time lost, or render such intermediate decision as he considers just and equitable.

18.12 **UNASSIGNED**

18.13 **MEDICAL BOARD – DISABILITY PENSION**

In situations where there is disagreement regarding an employee's entitlement to a disability pension, the following will apply:

- a) The employee will file a grievance in accordance with Article 17.03.
- b) Should the matter not be resolved through the grievance process and the Union elect to exercise their rights under Article 18, the arbitral process will be replaced by a process involving a third party medical board as described below.
- c) The board will consist of three (3) members, one (1) selected by the Company, one (1) selected by the Union and a third who is mutually agreed upon.
- d) Each board member will be a medical Doctor with minimum qualifications to be agreed upon by the parties.
- e) Board members will be contracted to convene twice yearly for a period of three (3) days on agreed to dates.
- f) The specific grievance(s) to be presented to the board will be identified by the Union a minimum of forty-five (45) days prior to the scheduled date of the hearing.

- g) The medical board hearing will be cancelled if there are no specific grievances identified in accordance with item f).
- h) The cost of the medical board will be shared on a fifty-fifty (50/50) basis between the Company and the Union.
- i) There will be no change to Company rules/regulations as a result of this agreement.
- j) Board decisions will be final and binding on the parties.
- k) Additional administrative details regarding the functioning of this board will be discussed and agreed to through the UMCM process.

ARTICLE 19 – UNION ACTIVITIES

19.01 Time clearance requests for Shop Stewards, Regional Shop Committees, Shop Committee duties; Union time clearance for Local or District Lodge activities will not be unreasonably withheld.

19.02 SHOP STEWARDS – SYSTEM

- 1) It is essential that all time consumed by Union Shop Stewards be recorded and charged to the appropriate Work Order Number. Therefore, Shop Stewards must obtain clearance from their Supervisor before performing Union activities within their respective work areas. Under circumstances where the activity is outside their own work areas, they will obtain clearance from the Supervisor in the other work area before commencing such activities.
- 2) Shop Stewards must give a general description of the reason for their absence.
- 3) There must be a reasonable relationship between time spent on grievance investigation and grievance presentation. Any unreasonable ratio will be challenged and the Steward(s) will be expected to account for his time within reason.

19.03 UNASSIGNED

19.04 UNION REGIONAL SHOP COMMITTEES

Union Regional Shop Committees are established at Halifax Dorval, Toronto, Winnipeg, Calgary and Vancouver as follows:

- a) **Technical Services and Logistics & Supply – Dorval Base**
 - 1) The Committee will be comprised of a full time Chairperson.
- b) **Airport & Cargo Operations – Dorval**
 - 1) The Committee will be comprised of a Chairperson and one (1) additional employee, both full-time.
- c) **Technical Services and Logistics & Supply – Toronto**
 - 1) The Committee will be comprised of a Chairperson and one (1) additional employee, both full-time.

- d) **Airport & Cargo Operations – Toronto**
- 1) The Committee will be comprised of a Chairperson and three (3) additional employees, all full-time.
- e) **Technical Services and Logistics & Supply and Airport & Cargo Operations – Winnipeg**
- 1) The Committee will be comprised of two (2) employees.
 - 2) The Chairperson and one (1) additional employee, both full-time.
 - 3) Unassigned
 - 4) Unassigned
- f) **Technical Services and Logistics & Supply - Vancouver**
- 1) The Committee will be comprised of a full time Chairperson
- 2) Airport & Cargo Operations – Vancouver**
- 1) The Committee will be comprised of a Chairperson and one (1) additional employee, both full-time.
- g) **Technical Services and Logistics & Supply and Airport & Cargo Operations – Halifax**
- 1) The Committee will be comprised of two (2) employees.
 - 2) The Chairperson (full-time), and one (1) additional employee, who's activities will be in accordance with the provisions of Article 19,05.
- h) **Technical Services and Logistics & Supply and Airport & Cargo Operations – Calgary**
- 1) The Committee will be comprised of two (2) employees.
 - 2) The Chairperson and one (1) additional employee, both full-time.

19.05 UNION SHOP COMMITTEES

Union Shop Committees are established at Ottawa, Edmonton and Mirabel as follows:

Shop Committees – Ottawa and Edmonton

- 1) These Committees will be comprised of two (2) employees.
- 2) Due to the limited size of the operation at these locations, the Shop Committees will follow their regular shift and act on the Committee as required.
- 3) Time, as required, does not have to be for an entire shift. When part of a shift has been scheduled, such time clearance will be for a continuous period. This clearance is set to 20 hours per week with no set daily limit.
- 4) Every effort will be made to advise the Company, in advance, of any extra time needed to perform Union activities. Such requests will not be unreasonably denied.
- 5) Every effort will be made by the Company to schedule employees time off to perform Union duties.
- 6) The Chairpersons will be scheduled for twenty (20) hours of time clearance per week.

NOTE 1: The above understanding is dependent upon the Chairperson and Committee Members providing the Company with a bi-weekly distribution of Committee functions by Work Order Number (i.e., NA – Grievance Investigation and NB – Grievance Presentation) and is subject to maintaining a reasonable relationship between the time spent on Grievance Investigation and Presentation. Any ratio considered unreasonable will be reviewed with the Committee and processed as required.

19.06 SHOP COMMITTEE ACTIVITIES

All Union Regional Shop Committee and Shop Committee activities are restricted to the point where the Committee is located.

In addition to carrying out the responsibilities of a Shop Committee, the Union Regional Shop Committee is the contact for closing Promotional Bulletins and Vacancy Notices and they handle Second Level Grievance and First Level Discipline Appeal cases.

19.07 CLEARANCE OF UNION TIME – LOCAL OR DISTRICT LODGE ACTIVITIES

The Company does not want to restrict in any way the legitimate functions of Union Representatives; therefore to ensure an orderly approach to clearance of time for Union activities, the following procedures will apply:

- a) All clearance of time for Union activities must be in writing, at least seven (7) calendar days prior to the time required. However, the Company recognizes that it may not always be possible to give seven (7) calendar days notice due to unusual circumstances and is prepared, within reason, to give consideration to such cases.
- b) Any changes to the original clearance must be received in writing at least three (3) working days prior to the time required.
- c) Every effort will be made to release Union Representative(s) on the date(s) requested. The Company will endeavour to advise the employee(s) of their decision as soon as possible. However, it may not always be possible to release an employee for Union activities. Under circumstances where it is not possible to release Union Representative(s) on the date(s) requested, the employee(s) involved, the appropriate Local/District Lodge and Labour Relations Manager will be verbally advised of the reason Production Supervision are unable to comply with the request.

Upon receipt of written request from the appropriate Local/District Lodge, the Labour Relations Manager will confirm the reason in writing.

Where the Company has agreed to release employee(s) for Union activities, such decisions will not be rescinded (within the forty-eight hour period immediately preceding the agreed-to time off), except under extenuating circumstances.

- d) All authorization for time clearances from the Local Lodges must be coordinated by the President or his designated representative.
- e) All authorization for time clearances from the District Lodge must be coordinated by the National President and Directing General Chairperson, District Lodge 140 or his designated representative.
- f) With respect to the replacement of R.D.O.'s lost while on Union activities, the Company will continue to make every effort to grant compensatory time off, regardless of whether the time off is chargeable to the Company or the Union. However, where the time off is chargeable to the Company and it is not possible to release such employee(s), the Company has no other reasonable alternative but to exercise the option of a straight time credit.

- g) Time consumed on Union activities which are chargeable to District Lodge 140, will be charged to Work Order Number NK.
- h) Time consumed on Union activities which are chargeable to the Local Lodge, will be charged to the following Work Order Numbers.

Local Lodge 714 – W.O. NL
 Local Lodge 1751 – W.O. NM
 Local Lodge 2323 – W.O. NN
 Local Lodge 764 – W.O. NP
 Local Lodge 1681 – W.O.NO
 Local Lodge 1763 – W.O. NQ

19.08 UNION BUSINESS – GENERAL

The Union will pay for all time dedicated solely to Union business, such as executive committee meetings, stewards meetings, election of stewards or any other activity previously allowed, on the basis of individual approval.

19.09 NEGOTIATING COMMITTEE

The Company will pay the salary of eight (8) members of the Union Negotiating Committee during direct negotiations. Time consumed during Union Pre-Negotiations and periods not in direct negotiations will be charged to the applicable Local/District Lodge Work Order Numbers which will be provided to the Company with the respective time clearances.

19.10 TRAVEL CREDITS

Under circumstances where an employee is required to travel from and to his Home Base while on Union business, one extra day account travel will be allowed in each direction in cases where the scheduled flight leg(s) is more than two (2) hours duration.

An employee will be expected to travel on his own time, where the scheduled flight leg(s) is two (2) hours or less. However, under extenuating circumstances (e.g., combination of employee's scheduled shift and meeting times) reasonable time will be allowed. In the event of any difficulties, the matter will be resolved with the appropriate General Chairperson/Local Lodge President or the Committee of General Chairpersons.

19.11 R.D.O./VACATION INTERRUPTION – SPECIAL COMMITTEES/ NEGOTIATIONS

Under circumstances where the Company assumes the cost of the time involved for special committees and/or negotiations and vacation is interrupted, the number of days involved will be considered as vacation earned but not taken. Such vacation will be re-scheduled at a time mutually agreeable between the Company and the employee. It also was agreed that in cases where such employees meet with the Company or travel on an R.D.O., they will be given compensatory time off or, at the discretion of the Company, be credited with eight (8) hours at straight time.

19.12 WORK ORDER NUMBERS – TIME CONSUMED IN UNION ACTIVITIES

The applicable Work Order Numbers for all time consumed in Union business are as follows:

NA Union Activities – Shop Committee Functions – Chargeable to the Company – Investigation

Includes all "Productive" time lost by Chairpersons and members of Shop Committees while carrying out the functions of their offices that are considered as acceptable charges to the Company, such as the investigation of grievances.

NB Union Activities – Shop Committee Functions – Chargeable to the Company – Presentation

Includes all "Productive" time lost by Chairpersons and members of Shop Committees while carrying out the functions of their offices, such as the presentation of grievances in official discussions with Management representatives.

NC Union Activities – Joint Training & Licensing Committee – Chargeable to the Company

Includes: a) All "Productive" time lost by the Chairperson and members of the Joint Training & Licensing Committee while carrying out the functions of their office.

b) All "Productive" time lost by the Chairperson of the Joint Training & Licensing Committee, or his designated representative participating at the Second Level of the Appeal Procedure.

ND Union Activities – Shop Steward Functions – Chargeable to the Company – Grievance Investigation

Includes all "Productive" time lost by the Steward while carrying out the functions of his office that are considered as acceptable charges to the Company, such as the investigation of grievances through discussions with the aggrieved party, Chief Steward or Shop Committee and in some cases, with the immediate Supervisor.

NOTE: Management has requested and the Union has agreed, that the time charged to this phase will be kept to a minimum.

NE Union Activities – Shop Steward Functions – Chargeable to the Company – Grievance Presentation

Includes all "Productive" time lost by the Steward while carrying out the functions of his office, such as the presentation of grievances, while in official discussions with the immediate Supervisor.

NG Union Activities – Negotiations – Chargeable to the Company

Includes all "Productive" time lost by designated members of the Union Negotiation Committee for which the Company accepts the responsibility salary-wise for the time spent in negotiations with the Company. Also included, is all "Productive" time lost by designated members of "Special Committees" (arising out of Negotiations) and for which the Company accepts responsibility salary-wise for the time spent in discussions with the Company.

Time charged to this Work Order Number, must be limited to absence previously authorized by the Office of the Director, Labour Relations – Technical Services and approved by the Headquarters Office of the Business Unit concerned.

N +
Local
Lodge Code
(e.g., NQ
LL1763)

Union Activities – General – Chargeable to the Union
(Appropriate Local Lodge)

Includes all "Productive" time lost to recognized Union activities for which the appropriate Local Lodge accepts complete responsibility, such as Union Conventions, Election of Stewards and meetings called by the Union to discuss and/or perform internal Union business. Examples of the latter are Steward meetings, Executive Committee meetings, pre-negotiations, audits, tellers, Union-requested witness, additional representatives at Third Level Appeals, etc. Also included is all "Productive" time lost by designated members of the Union Negotiating Committee for which the Union accepts complete responsibility for time spent in negotiations with the Company.

Exceptions: Where Steward elections are carried out, only the time consumed by the Union official(s) conducting the election is chargeable to this Work Order Number.

NK

Union Activities – General – Chargeable to the Union District Lodge
140

Includes all "Productive" time lost due to recognized Union activities for which District Lodge 140 accepts complete responsibility, such as attendance at District Lodge Executive Board meeting, performance of specific District Lodge functions, etc.

NOTE: The Union has agreed that requests for time off to perform District Lodge functions will be clearly identified as such to ensure that all "Productive" time lost as a result will be correctly charged to Work Order Number NK.

NS

Union activities – Employee Assistance Program (EAP) –
Chargeable to the Company

Includes all "productive" time lost by any employee while carrying out the functions of an identified and approved Regional Employee Assistance Program (EAP) Union Representative and/or "productive" time lost by any employee participating in approved EAP activities such as attending quarterly meetings, special EAP projects/assignments and EAP training.

19.13 POSTING OF UNION NOTICES

The Union shall have the right of posting Union notices of direct interest to the employees at all locations at which Union members are employed.

The Union undertakes to supervise the material posted so that offensive matters will not be posted.

19.14 UNION REPRESENTATION

19.14.01 Employees accepting full time employment within District Lodge 140 of the Union as representatives of the employees covered by this Agreement, shall be granted a leave of absence by the Company. The Union will advise the names of such employees, the term of the leave of absence being requested and the specific purpose for the leave.

An employee on leave of absence for this purpose shall retain and continue to accrue seniority and Company service.

These employees shall have all benefits and privileges continued in effect during such leaves. The Union shall pay the Company and the Union employee contributions for costs incurred for Employee Benefit Plans.

Other terms, conditions and administrative details of the leave of absence will be as per the letter from the Company dated June 15, 1997.

19.14.02 The elected representatives above, provided they are employees on leave of absence from the Company, will be provided with, necessary air transportation within Canada in accordance with Company Regulations during their terms of office for use in connection with their work related to Air Canada and to the extent permitted by law.

19.15.01 In the event of an interview in which disciplinary action may be contemplated, or where a performance meeting is held the Employee may request the presence of a Union representative. The Employee may have the representative of their choice provided that representative is available and on shift and will not unreasonably delay the meeting.

19.15.02 The parties acknowledge it is in their mutual best interest that Interviews between the Company and employees will be conducted in a fair, dignified and mutually respectful manner. The purpose of the interview is to gather facts prior to a decision on corrective action being reached, providing an opportunity for each party to fully ask questions and make comments in an orderly, structured manner.

- 19.15.03 Prior to the commencement of the interview, the Supervisor, Union representative and the employee shall review the roles and responsibilities as stated below of each participant and the purpose / intent of the interview.
- 19.15.04 Union representatives will be required to obtain clearance from their Supervisor before performing Union activities within their own work area. Under circumstances where the activity is outside their own work area, they will first obtain clearance from their own Supervisor and then obtain clearance from the Supervisor in the work area (outside of their work area) before commencing such activities.
- 19.15.05 The Supervisor, Union Representative and Employee shall conduct themselves in a professional and courteous manner throughout the interview. Once the Manager has completed his interview either the Employee and or the Union Representative will be afforded an opportunity to ask questions and/or address any issues raised during the interview.

ARTICLE 20 – GENERAL PROVISIONS

20.01 UNIFORMS

20.01.01 All Customer Service Agents (except those employees in the Central Baggage Office and the Weight & Balance Office) will be required to wear the standard Air Canada dress uniform. The Company will supply name brevets.

20.02 MEDICAL ATTENTION

Employees injured while at work shall be given medical attention at the earliest possible moment and employees shall be permitted to return to work when approved by the Company Doctor, without signing any release of liability pending the disposition or settlement of any claim for damage or compensation.

20.03 ORDERS IN WRITING

20.03.01 All orders to a permanent employee involving a change in location or assignment, promotion, demotion, dismissal, lay-off, disciplinary action and leave of absence shall be stated in writing, copy of such orders being supplied to the local Shop Committee.

20.03.02 Employees whose period of term employment is terminated, will be given orders, in writing, covering such termination and a copy of such orders will be supplied to the local Shop Committee.

20.04 WORKING IN INCLEMENT WEATHER

Except as may be required by the operation, employees shall not be required to work on aircraft outside of hangars during inclement weather.

20.05 SAVING CLAUSE

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

20.05.02 Where the provisions of this Agreement are at variance with the Company Regulations, the former shall take precedence.

20.06 CHECK-OFF OF UNION DUES

- 20.06.01 Effective January 1, 1954, the Company shall deduct, on the payroll for the first pay period of each month, from wages due and payable to each employee coming within the scope of this Collective Agreement, an amount equivalent to the monthly union dues of the Union, subject to the conditions set forth hereunder.
- 20.06.02 The amount to be deducted shall be equivalent to the regular dues payment of the Union and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement, except to conform with a change in the amount of regular dues of the Union in accordance with its constitutional provisions.
- 20.06.03 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the local lodge. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 20.06.04 Deductions shall commence on payroll for the first pay period of the calendar month, following completion of thirty (30) calendar days, after date of employment in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first pay period of the calendar month following completion of thirty (30) days after date of last entry into the Company.
- 20.06.05 If the wages of an employee, payable on the payroll for the first pay period of any month, are insufficient to permit the deduction of a full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages, the dues not deducted in an earlier month.
- 20.06.06 Only payroll deductions, now or hereafter required by law, deduction of monies due or owing the Company, pension deductions and deductions for provident funds shall be made from wages prior to the deduction of dues.
- 20.06.07 The amount of dues deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company not later than thirty (30) calendar days following the pay period in which the deductions are made.

- 20.06.08 The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deduction or for making improper or inaccurate deductions or remittance. However, in any instances in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted, pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.
- 20.06.09 The question of what compensation, if any, shall be paid the Company by the Union in recognition of services performed under 20.06, shall be left in abeyance, subject to reconsideration at the request of either party on fifteen (15) days notice in writing.
- 20.06.10 In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls, or to be made by the Company pursuant to 20.06 of this Agreement, both parties shall cooperate fully in the defence of such action. Each party shall bear its own costs of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expense suffered or sustained by the Company as a result of any such deduction or deductions from payrolls.

20.07 **SUB-CONTRACTING**

- 20.07.01 Sub-contracting will normally only be resorted to in situations such as the following:
- a) To finalize development of a proprietary unit.
 - b) Where the nature or volume of the work is such that it does not justify the capital or operating expenditure involved.
 - c) Where the nature or volume of the work is such that undesirable fluctuations in employment would automatically result.
 - d) To meet an emergency condition.

- 20.07.02 The Company agrees to advise the Union, in writing, of an intent to sub-contract, a minimum of thirty (30) days prior to the actual sub-contract. In an emergency, or in situations of a requirement of the service, the Union will be advised, as soon as possible, in conjunction with the need being known. Notification will be given to the Shop Committee/Steward at the point and the appropriate General Chairperson. This advice will contain such information as the number of units or services involved, anticipated duration, and reasons for the sub-contract, as applicable.
- 20.07.03 Either the Shop Committee or the General Chairperson will be allowed a review of the sub-contracting situation. Such reviews will be conducted in conjunction with the normal communication processes established between the Company and the Union. For significant sub-contracts, such reviews may be initiated by the Committee of General Chairpersons with Labour Relations at the Headquarters Level (UMCM). Such reviews will be conducted in advance of the sub-contract where possible.
- NOTE:** In emergency/requirement of the service situations where the notice to the Union of sub-contract is less than thirty (30) days, such sub-contracts shall be subject to the normal review process.
- 20.07.04 The Company agrees to share with the Union the cost- benefit analysis information, if available, done in connection with any sub-contract and to provide the Union with the opportunity to present submissions in support of retaining the work within the bargaining unit.
- 20.07.05 The above situations refer to normal airline operational functions only and do not refer to items which are normally obtained from manufacturers or suppliers.
- 20.07.06 The Company further agrees that, prior to any layoff, District Lodge 140 will be allowed a review of any "sub-contracting" situations with a view to reassessment of the practicability of performing the work within the bargaining unit.
- 20.07.07 The leasing of equipment associated with normal airline operational functions will be handled in accordance with the policy outlined in this Article.
- 20.07.08 The Company agrees that the sub-contracting of work normally performed by classifications in categories covered by this Collective Agreement will not result in staff reduction of those permanent employees affected by the sub-contract.

20.08 SAFETY AND HEALTH COMMITTEES

- 20.08.01 While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating and monitoring all practices necessary to ensure the safety and health of employees, as well as ensuring the safety of all equipment.
- 20.08.02 Supervisors must be especially vigilant regarding both unsafe work habits of employees and work conditions and are required to act on any report by an employee of an unsafe work habit or condition.
- 20.08.03 An employee who observes an unsafe condition or act that he cannot personally correct, shall notify his Supervisor or refer it to his Steward who will advise the Supervisor. Where the employee or the Steward is not satisfied that the Supervisor has, in a reasonable period of time, effectively dealt with the situation, the matter shall be referred to the appropriate Safety and Health Committee.
- 20.08.04 Where the Company has, in accordance with the Code, authorized the establishment of a Committee, it shall consist of a number of employees who exercise managerial functions and a number who do not; at least half of the members must be employees who do not exercise managerial functions and have been selected by the Union.
- NOTE:** Where a Committee has not been authorized any safety and health item, should be promptly dealt with on a local basis by a designated employee who exercises managerial functions and one who does not.
- 20.08.05 The number of committee members will be determined at each location, but the number should be large enough to permit productive interaction while small enough to keep the committee manageable. The number of committee members should not in any case be less than four (4) nor more than twelve (12).
- 20.08.06 The committee member's term of office shall be two (2) years, but any member may be re-appointed; the employee representatives on the committee shall be appointed by the Union.
- 20.08.07 A committee shall have two Co-Chairpersons of equal standing chosen from the members of the committee; one being an employee representative selected by the employee representatives on the committee and the other being a managerial representative selected by the managerial representatives on the committee.

20.08.08 The Company will post the names and work locations of all the members of any committee it has established in a conspicuous place or places where they are likely to come to the attention of the employees the committee represents.

20.08.09 The powers and functions of the committee(s) are:

- a) Shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
- b) Shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;
- c) Shall cooperate with any occupational health service established to serve the work place;
- d) May establish and promote safety and health programs for the education of the employees represented by the committee;
- e) Shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professionally or technically qualified to advise the committee on those matters;
- f) May develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g) Shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- h) Shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- i) Shall cooperate with safety officers;
- j) May request from an employer such information as the committee considers necessary to identify existing or potential hazards with respect to materials, processes or equipment in the work place; and
- k) Shall have full access to all government and employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person except with the consent of that person.

Information received by such committees shall be treated as privileged information for the specific use of the committee for the item being discussed. Full access to such information will be provided to Safety Officers of Labour Canada.

- 20.08.10 Minutes of committee meetings shall be prepared in a format acceptable to the Regional Director of Labour Canada. The minutes must be approved and signed by the Co-Chairpersons before they are released for distribution and posting.
- 20.08.11 The Co-Chairperson selected by the managerial representative on the committee shall ensure that a copy of the minutes of each committee meeting is:
- a) Posted at all work places within the area for which the committee is established; and
 - b) Is given to the Company, District Lodge 140 and the appropriate General Chairperson & Local Shop Committee for the area for which the committee is established.
- 20.08.12 The Company shall send a copy of the minutes of each committee meeting to the appropriate Regional Director of Labour Canada.
- 20.08.13 A committee will meet at least monthly during regular working hours or on an urgent basis, as a result of an emergency or other special circumstance. All meetings of the committee shall be called by the committee Co-Chairpersons. A majority of the members of a committee, at least half of whom are employees who do not exercise managerial functions, shall constitute a quorum.
- 20.08.14 A member of a committee will be granted such time from his work as is necessary to attend meetings or to carry out any other functions assigned by the committee Co-Chairpersons. Any time spent attending a meeting or carrying out any approved functions as a member of the committee shall be considered as time worked and covered by existing time recording procedures and the provisions of the Agreement.
- NOTE:** In the event that neither of the Co-Chairpersons are available, a Safety and Health Committee Member may discuss the circumstances surrounding a safety issue which he believes requires immediate attention, with the Supervisor involved.
- 20.08.15 No member of a committee is personally liable for anything done by him in good faith while carrying out his role as a member of a Safety and Health Committee.

- 20.08.16 Subject to the foregoing, a committee may establish its own procedures, rules and regulations. Committees may not, however, change work rules or procedures, allocate or commit Company funds or personnel without express approval of the appropriate management authority.
- 20.08.17 Matters not resolved by the committee, may be referred to the Safety Officer of Labour Canada.
- 20.08.18 The committee(s) will function within the spirit and intent of Part II of the Canada Labour Code, and consistent with the Corporate Guidelines, Safety & Health Committees, containing the terms of reference, structure, and operating principles agreed to between the Company and the Union for the operation and administration of Safety and Health Committee(s).

20.08.19 Supervisor's Accident Report

An employee involved in an accident will be provided with a completed copy of the Supervisor's Accident Report (ACF32), if he so requests.

20.08.20 Corporate Safety Audits

Where the Company conducts a Corporate Safety Audit, a local IAMAW Safety and Health Committee representative will be invited to participate in phases involving Airport & Cargo Operations, Logistics and Supply, and Technical Services areas.

Prior to participation in the Corporate Safety Audit process, individuals must attend related audit training which will be provided by the Company.

Safety and Health Committee representative's participation in subsequent Corporate Safety Audit review sessions and communication activities will be determined at the local level.

A copy of the section of the Corporate Safety Audit report relating to the specific area(s) will be available from the local Business Unit Manager on request by the local Safety & Health Committee. This information is considered to be privileged and is for internal and confidential use only.

20.09 REORGANIZATION OF CORPORATE STRUCTURE

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

20.09.01 The parties agree that in the event of a merger, amalgamation or acquisition involving an intermingling of employees, the joint position of the parties in any proceeding(s) involving the resolution of competing claims to seniority will be that preferential seniority provisions in any relevant collective agreement should be of no effect in establishing a merged seniority list.

20.10 SEVERANCE PAY

20.10.01 A permanent employee covered by this Agreement who has completed one (1) year of continuous service under this Agreement immediately prior to being laid-off, through no fault or action of his own, including lay-off resulting from merger or geographical relocation, shall receive severance pay as provided in 20.10.02, subject to the limitations and conditions set forth herein, but he shall receive no severance pay if any one or more of the following conditions exist.

- a) He exercises his seniority in order to remain in the employ of the Company or accepts transfer.
- b) He accepts any other employment with the Company or refuses to accept a job in his own or comparable work classification under this Agreement.
- c) He fails to exercise his seniority which would enable him to remain in the employ of the Company.
- d) The lay-off caused by an Act of God, a national war emergency, revocation of the Company's operating certificates or certificate, or grounding of a substantial number of Company aircraft for reasons beyond the Company's control.
- e) The off-duty status results from a strike, lockout or picketing of the Company's premises.
- f) He is on leave of absence on the effective date of lay-off. In the case of an employee on leave of absence due to illness on the date of lay-off, these provisions will become effective on the date that he is able and reports for work following termination of such leave of absence.
- g) His service is terminated as a result of discipline, retirement, medical reasons or resignation other than as a direct result of, or during a lay-off.
- h) The layoff is temporary in nature.

- 20.10.02 Severance pay shall be in accordance with the provisions of the Canada Labour Code.
- 20.10.03 The employee eligible for severance pay shall receive such pay starting at the time of lay-off and payments for the amount due shall be at regular pay periods and continue until all severance pay credit is used, except that in no event shall any such pay be due after the effective date of recall or acceptance of other employment in the Company.
- 20.10.04 In the event that a laid-off employee is recalled or obtains other employment with the Company without having used all his severance pay, the unused time will be credited to his account; however, service for additional severance pay credits will only be accumulated from his date of recall to the position from which he was laid-off.

20.11 EXPENSES

Expenses payable to personnel for field work, regional relief and training assignments, away from home base, are specified herein for personnel covered by this Agreement.

20.11.01 En route to and from Assignment

Hotel and applicable per diem, limousine or taxi fare (the lesser of the two costs) may also be claimed on the basis of actual and reasonable costs involved, including arrival and departure at the point of assignment. This is applicable only if transportation has not been prearranged by the employer.

At home base an employee may claim the lesser of the two costs between mileage and cab fare for assignments occurring on a scheduled regular day off (RDO).

20.11.02 At point of Assignment

Hotel, plus personal expenses – sixty five (\$65.00) per day, all inclusive, for personal expenses, which include meals, gratuities, laundry, valet service, etc.

20.11.03 Unassigned.

20.11.04 Providing the nature of the assignment permits, an employee electing to reside with relatives or friends will be entitled to claim Fifty Dollars (\$50.00) per calendar day in lieu of the cost of a hotel room.

20.11.05 The Company will provide travel insurance for the travel days only in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the employee so assigned.

- 20.11.06 The per diem is primarily applicable within Canada and the Company will continue to establish an appropriate rate for outside Canada as required. In any event, the amount will not be less than the Canadian per diem. For field work, regional relief and training assignments in the United States, the per diem specified in 20.11.02 will be claimed in U.S. funds.
- 20.11.07 Single room accommodation, in hotels designated by the Company, will be made available for field work, regional relief and training assignments away from base. Where no accommodation can be found in designated hotels, employee is confined to comparable rates in other hotels.
- 20.11.08 Where employees are on training assignments away from their base for more than one (1) week, they will be allowed downtown hotel accommodation with Company provided transportation.
- 20.11.09 Daily transportation is not claimable unless special authorization is first obtained locally. However, any transportation or allowance provided regularly for local employees, will be made available.
- 20.11.10 Detailed expense accounts will be submitted.

20.12 **UNASSIGNED**

20.13 **EMPLOYEE PERSONAL FILE**

Although an employee's personal file is Company property, should employees be concerned with the contents, they may, in the presence of a management representative, review any area of the personal file. Such reviews must:

- a) Be arranged through the employee's immediate Supervisor,
- b) Be scheduled for a mutually convenient time and time involved in such reviews must also be reasonable.

The employees will, upon request, be provided with a copy of specific document(s) contained in the file which they have reason to believe are in error.

The above-referenced reviews may also be arranged with Personnel Services supervision under circumstances where an employee is on a Regular Day Off (R.D.O.).

20.14 LANGUAGE OF AGREEMENT

Collective Agreements are to be published and preferably executed, simultaneously in English and French, but may be distributed in either language when the employee's preference has been previously determined; in the event there is a difference between the English and French versions of the Collective Agreement, preference is to be given to the version thereof that best corresponds to its true spirit, intent and meaning as originally negotiated and best ensures the attainment of its objectives as agreed upon between the parties.

20.15 OFF-DUTY STATUS

- 20.15.01 The Union acknowledges the Company's right to place employees on "off-duty status without pay" under circumstances where the Company discontinues its revenue operations due to an Act of God, national war emergency, revocation of the Company's operation certificates or certificate, strike, lockout or picketing of the Company's premises, grounding of a substantial number of Company aircraft or other circumstances over which the Company has no control.
- 20.15.02 The General Chairpersons will be informed of the Company's intention to place employees on "off-duty status without pay" and the general handling of employees covered by the Agreement will be reviewed. At each point where employees are affected, local Union representatives will be advised of detailed handling.
- 20.15.03 Employees will be given a minimum of twenty-four (24) hours notice of intended action before being placed on "off-duty status without pay". Where such notice is verbal, it will be subsequently confirmed in writing. In any event, "off-duty status without pay" will not commence until twenty-four (24) hours after cessation of service.
- 20.15.04 Where employees are retained or returned to duty to perform required work, senior qualified employees shall be assigned on the basis of classification seniority in the category at the point. However, employees in above basic classifications will be assigned, at the point, to the next highest above basic classification in the category in which currently employed and in which they hold seniority and for which there is a staffing requirement. Such assignments will be subject to the ability of the employee to perform the function of the above basic classification. Exceptions may be made where special skills or job continuity is required. In cases where it is decided to carry on scheduled training programs, those employees already involved shall be retained.

NOTE 1: Category 4 and Categories/Classifications within Operations Support will be assigned to their former category/classification in which they hold seniority.

NOTE 2: The scheduling process in the application of assigning employees to above basic classifications as above, will not attract any special compensation for a change in shift schedule. Each affected employee's days on/days off will be balanced over the time period immediately preceding, during and following the period of off-duty status.

NOTE 3: Any errors in the administrative process, in the application of assigning employees to above basic classifications as above, will be corrected within seventy-two (72) hours of the error being identified to the Company by either the affected employee or the Union. Such errors will not be subject to the grievance procedure or any compensation for the period of time involved.

20.15.05 The Company will not discriminate against Union members with respect to clerical employees working in close relationship to employees covered by the Collective Agreement. This provision has no application to managerial, supervisory or confidential personnel in matters relating to labour relations.

20.15.06 Where employees covered by the IAMAW Agreement are placed on "off-duty status without pay", other employees will not perform work that is normally done by employees of the bargaining unit.

20.15.07 No overtime will be worked in a classification/category at the point while employees are on "off-duty status" in that classification/category.

20.15.08 An employee on leave of absence without pay will retain his current status until the scheduled termination of such leave at which time the employee is placed on "off-duty status".

20.15.09 Employees who are on vacation at the time, will continue on such vacation with pay for the dates of the actual vacation only.

Employees whose vacations are scheduled to start after or during "off-duty status" will take such vacation with pay as scheduled. Such vacations will not be postponed or re-scheduled.

20.15.10 Company sick leave benefits will not be granted to an employee on "off-duty status". However, any illness during the period of "off-duty status" may be reviewed at the Company Headquarters Level upon request of the Committee of General Chairpersons. However, those employees who are in receipt of GDIP benefits will continue to receive same until their disability ceases, at which time they are placed on "off-duty status – without pay".

- 20.15.11 Deductions for insurance premiums will continue to be made on any "full" or "part" pay cheques issued. However, when pay has ceased, the Company will arrange to have coverage continued. The premiums will be deducted from pay cheques after return to work.
- 20.15.12 In off-duty status situations as outlined in Article 20.15.01, employees will be provided, on a request basis, a one time opportunity to elect voluntary "Off-Duty Status Without Pay". Such requests will be approved, by the Company, subject to operational requirements. Such requests for voluntary "Off-Duty Status Without Pay" may not be changed regardless of the duration of the period of off-duty status. Such employees are also ineligible for short-term/ temporary return to work assignments unless identified, by the Company, as an operational requirement, and the employee must then return to work in accordance with instructions received.

20.16 TECHNICAL SERVICES / AIRPORT & CARGO OPERATIONS ORGANIZATION

- 20.16.01 Technical Services personnel at line stations are employed by the Technical Services Business Unit and responsible to the appropriate Maintenance Manager for all technical requirements. They are, however, assigned to and under the jurisdiction of the appropriate Airport Manager for the purpose of delegation of duties, administration and discipline.

At Calgary, Edmonton, Ottawa and Mirabel, however, delegation of duties and discipline will be handled by Technical Services Management assigned to these locations. The Airport & Cargo Operations Business Unit will continue to provide the administration services in these stations.

The technical requirements with respect to any one flight, however, are dependent upon such factors as the type of aircraft, its condition and whether or not snags are reported, together with the regulations as laid down in the appropriate Maintenance Instruction Manual. In the absence of technical requirements (the prime responsibility of Technical Services personnel), these individuals will be called upon to perform Airport & Cargo Operations functions associated with the ground handling of flights. In the allocation of such Airport & Cargo Operations functions to a Mechanic, it is recognized that the normal practice is to attempt to assign duties of a semi-technical nature which may be involved.

With the above in mind, the extent to which such Technical Services personnel will be called upon to perform Airport & Cargo Operations functions associated with the ground handling of flights, will be established in advance, between the appropriate Airport Manager and the Maintenance Manager for each flight schedule and type aircraft.

20.16.02 Airport and Cargo Operations personnel are employed by the Airport and Cargo Operations Business Unit and are normally responsible to the appropriate Airport and Cargo Operations Business Unit Management. Similarly, Technical Services personnel are employed by the Technical Services Business Unit and are normally responsible to the appropriate Technical Services Business Unit Management. Where there are organizational requirements, Management personnel from the Technical Services Business Unit, as designated by the Company, will be responsible to provide work direction, assign duties, complete administrative functions and deal with grievances and take disciplinary action as required for employees in the Airport and Cargo Operations Business Unit, or vice-versa.

20.17 PENSION PLAN

20.17.01 Notwithstanding Rule 16 of the provisions of the Air Canada Pension Plan, no termination, modification or amendment shall be made to the provisions of the Plan which would increase the contributions required to be made by any employee covered by the Collective Agreement or would reduce or adversely affect any of the benefits, rights, privileges or options under the Air Canada Pension Plan of any such employee, or of any former employee or pensioner who, at the time of his termination of employment or retirement from the Company, was in a classification covered by the Collective Agreement or a predecessor thereto, or of any dependent, beneficiary or estate of such an employee, former employee or pensioner, while the Collective Agreement is in force between the Company and the Union without the consent of the Union. In the absence of such consent, either the Company's or the Union's desire to effect a termination of that Plan or the modification or amendment in whole or in part of any or all of its provisions upon or after the renewal, extension or replacement of the Collective Agreement by a successor thereto shall be subject to the same notice and negotiating conditions that are required for modifications or amendments to the Collective Agreement itself.

20.17.02 The Company will provide, on a System (Canada) basis, pre-retirement seminars to assist employees in preparing themselves for retirement. It is also agreed that the Company will review with the Union the program content prior to any change being implemented.

20.17.03 The Company will actuarially determine the assets and liabilities of the Air Canada Pension Plan – Canada with respect to Plan members in classifications covered by this Agreement.

The apportionment process used by the Company's actuaries will be similar to that process followed in determining the Plan's assets and liabilities attributable to other employee groups. The Union and the Union's actuaries shall have access to all pertinent information involved in finalizing this process.

It is understood that the members' share of the assets of the fund will remain in the fund for investment purposes and that costs normally borne by the fund will be charged to the members' share of the assets on a proportionate basis.

Effective January 1, 1983, in addition to the foregoing, separate ongoing accounting will be kept of member and Company contributions to the fund and disbursements made from the fund with respect to the Plan members covered by this Agreement.

For the purpose of this understanding, "member" and "member of the Union" shall include:

- a) Employees who are in classifications covered by this Collective Agreement between the Company and the Union;
- b) Former employees and pensioners who, at the time of their termination of employment or retirement from the Company, were in classifications covered by the above Collective Agreement or any predecessor thereto;
- c) Dependents, beneficiaries and estates of the employees, former employees and pensioners referred to in a) and b) above.

The provisions of the Air Canada Pension Plan – Canada applicable to members of the Plan shall be administered by a committee comprised of four (4) Union representatives who are members of the Plan and four (4) Company appointees.

20.18 DISCRIMINATION AND HARASSMENT

20.18.01 **General:** Employees are entitled to work in an environment free of discrimination and harassment. Harassment is prohibited under the Canadian Human Rights Act and sexual harassment is prohibited under the Canada Labour Code. Discrimination and harassment deprive employees of dignity and respect, and are detrimental to a healthy work environment.

20.18.02 **Definitions:**

Discrimination and Harassment: any conduct, comment or gesture, either overt or subtle, that is likely to be offensive to an individual and can be related to any of the ten (10) grounds of discrimination prohibited by the Canadian Human Rights Act: race, religion, sex, national or ethnic origin, marital status, family status, colour, age, disability, or a pardoned conviction.

Sexual Harassment: means any conduct, comment, gesture, contact of a sexual nature:

- a) that is likely to cause offense or humiliation to any employee; or

- b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

20.18.03 **Right of Employee:**

- a) Every employee is entitled to employment free of discrimination and harassment.
- b) No article in this Collective Agreement detracts from an employee's rights contained in the Canadian Human Rights Act, Canada Labour Code or the Employment Equity Act.

20.18.04 **Responsibility of the Company:**

- a) The Company shall make every reasonable effort to ensure that no employee is subjected to discrimination and/or harassment.
- b) The Company will take appropriate disciplinary action in respect of an employee who subjects any other employee to discrimination and/or harassment

20.18.05 **Complaints of Harassment and Discrimination**

- a) Complaints of Harassment and Discrimination will be handled in accordance with the provisions of the Company's Workplace Harassment Policy. A copy of the Workplace Harassment Policy is available from a People Services representative or from the Company Intranet.
- b) Before submitting formal harassment complaints, employees who believe that they have been harassed or discriminated against are encouraged to do the following:
 - Make their objections known to the alleged harasser(s).
 - Attempt to resolve the matter.
 - Contact their manager if the above steps don't correct the situation, or if the employee feels intimidated.

If the situation can't be resolved at the informal level, and the complaint falls under the jurisdiction of the Workplace Harassment Policy, the employee completes a formal complaint form and submits it to the Harassment Office. The formal procedure of the Workplace Harassment Policy will be followed.

- c) For complaints of sexual harassment, the Company will not disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures in relation thereto.

20.19 EMPLOYEE ASSISTANCE PROGRAM

20.19.01 The Company and the Union, as stated in the Joint Declaration between Air Canada and the Unions/Associations, fully support the intent and purpose of the Air Canada Employee Assistance Program, as outlined in Publication 717, Chapter 3. This program provides employees with a confidential referral service, to professional community resources dealing with a wide range of medical or social problems. The organizational structure of the Employee Assistance Program (E.A.P.) recognizes employee representatives from all employee groups.

20.19.02 In consideration of the size of the IAMAW membership and the unique aspects of the work environment, it is agreed to establish a special committee to deal with the various concerns of this group, consistent with the basic philosophy of the Employee Assistance Program.

20.19.03 The Committee will be comprised of:

Two (2) IAMAW EAP Coordinators

One (1) Management Representative

One (1) Representative from Medical Services

20.20 TECHNOLOGICAL CHANGE

Where a technological change impacts on the job security and conditions of employment of employees, the Company is committed to employment security within the Collective Agreement for all employees who may be so affected.

20.20.01 In the event of a technological change, the Company will, as far in advance of the change as possible, enter into discussions with the Union at the Headquarters Level for the purpose of providing:

- a) A detailed description of the nature of the proposed technological change;
- b) The names of the employees who will likely be affected by the proposed technological change;
- c) The rationale for the change and the impact it will have on the Company's efficiency and economy of operations; and
- d) The Company's plan to minimize the impact of the technological change on the employees affected.

20.20.02 As a result of discussions outlined in 20.20.01 and where the scope of the technological change necessitates it, a committee will be established by the Union and the Company at the Headquarters Level.

The committee will be composed of General Chairpersons, management representatives and an appropriate number of employees of the Business Unit in the classification(s) affected by the technological change.

The Company shall provide the members of the committee with materials pertaining to technological change which may be required to ensure that the fullest discussion on such matters as re-training, change of work methods, reorganization of work, change to the method of organization, etc., will take place in an effort to implement change with the least possible disruption and with the maximum possible benefits to the Company and employees.

20.20.03 Notwithstanding the provisions of 20.20.01 and consistent with the provisions of the Canada Labour Code, the Company will provide the Union with written notice at least one hundred and twenty (120) days prior to the implementation date of the technological change, outlining:

- a) The nature of the technological change;
- b) The date on which the Company proposes to effect the technological change;
- c) The approximate number and type of employees likely to be affected by the technological change, and
- d) The effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected.

20.21 EMPLOYMENT SECURITY

Employees declared surplus as a result of the loss of a ground handling contract covering JAZZ or future connector carriers where Air Canada has a majority interest, will not be subject to lay-off.

20.22 JOB RELATED LIABILITY

In cases where an employee's civil liability is involved or in cases where an employee is the subject of criminal proceedings as a result of acts committed within the exercise and limits of his duties, the parties will meet in a timely manner to discuss a response including provision of legal counsel.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement is effective April 1st, 2011 except as otherwise provided herein and shall continue in full force and effect until March 31, 2016 and shall be subject to variation by mutual agreement between the parties. This Agreement shall remain binding from year to year thereafter, unless notification in writing to amend, modify or change the Agreement is served by either of the parties hereto on the other; such notification to be served within four (4) months of the expiry date of this Agreement. In the event that notice is given of intended amendments, modifications or changes, this Agreement shall remain in force and effect while negotiations are being carried out for the arrangement of a new Agreement.

21.02 Letters of Understanding Nos., 3, 6, 7, 10, 15, 17, 21, 22, 24, 25 and amended Letters of Understanding Nos. 1, 4, 5, 8, 9, 11, 12, 13, 20, and 26 will remain effective at the date of the signing of the Agreement. Letters of Understanding No.16 and 28 become effective on June 17 2012.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of April 2011.

FOR AIR CANADA

JOHN BEVERIDGE
DENIS BOUCHER
HUGH TAIT
ENZO MOLINO
REID CAVERS
LORI DUTHIE
BRYAN SEQUEIRA
MATILDA RUSSO

FOR INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

MIKE AMBLER
GARY SINCLAIR
BOYD RICHARDSON
ANDREW MACFARLANE
STEVE O'HARA
TONY RUPPS
STANISLAV DOLNICEK
ROBERT LAFLAMME
JAMES LUNDY
ROBERT C. BOX
TREVOR DRENNAN
KENT YANCIW
TERRY GRUNERUD
JOHN GORMAN

Letter of Understanding No. 1 – Group Insurances

No employee hired after June 17, 2012 is eligible for the benefits set out below during the first six months of his employment.

L1.01 Group Life Insurance – (Publication 711, Chapter 4)

The Company will pay the full cost of the Group Life Insurance premiums up to a maximum coverage of Fifty Thousand Dollars (\$50,000). Coverage in excess of Fifty Thousand Dollars (\$50,000) will be shared on a 50/50 basis. The level of coverage will be two and one-half times the basic annual salary up to a maximum of Sixty Thousand Dollars (\$60,000). The maximum level of coverage upon retirement will continue to be one-quarter of the amount of coverage being paid for by the Company up to a maximum of Ten Thousand Dollars (\$10,000).

L1.02 Group Disability Income Plan – (Publication 711, Chapter 6)

The Company will pay the full cost of the Group Disability Income Plan Premiums.

Effective August 1, 1999 for disabilities commencing on or after that date, the maximum "Basic Monthly Pay" covered by the plan is fifty-two hundred dollars (\$5,200.00).

NOTE: Effective July 1, 2001 this amount will be increased to fifty-six hundred dollars (\$5,600.00).

Should employees be unable to return to work from a long term illness (GDIP) due to an inability to meet Company medical standards, the Company doctor involved will:

- a) Fill out the required GDIP application form stating the reasons that the employee is unable to return to work.
- b) Provide the employee with the completed application for his further handling with the Personnel Services office.

L1.03 Supplementary Health Insurance – (Publication 711, Chapter 9)

The Company will pay the full cost of the Supplementary Health Insurance Premiums (Plan II).

Effective June 29, 1987, employees are covered for Hyperbaric Oxygen Therapy and Hyperbaric Chamber Treatment.

Effective July 1, 1997, employees are covered for psychologists' services, for 50% of the fee per visit to a maximum of five hundred dollars (\$500.00) per year – single coverage and one thousand dollars (\$1,000.00) per year – family coverage.

Effective August 1, 1995, employees are eligible members of the International SOS Assistance Access Program.

L1.04 Group Dental Insurance – (Publication 711, Chapter 8)

The Company will pay the full cost of the Group Dental Insurance Premiums.

Effective August 1, 1995, the maximum of covered dental expenses is fifteen hundred dollars (\$1,500.00) per calendar year per person; that is, fifteen hundred dollars (\$1,500.00) for the employee member and fifteen hundred dollars (\$1,500.00) for each eligible dependent.

Effective August 1, 1995, the maximum lifetime benefit for Orthodontic services, for dependent children under twenty-one (21) years of age, is two thousand dollars (\$2,000.00).

L1.05 Vision Care Insurance – (Publication 711, Chapter 9)

The Company will pay the full cost of the Vision Care Insurance Premiums.

Effective August 1, 1999, the maximum benefit level for eligible Vision Care expenses will be increased to two hundred dollars (\$200.00).

L1.06 The Company shall be the sole policy holder and administrator of the above-mentioned insurance plans.

L1.07 The benefit level of the above-mentioned insurance plans (L1.01 to L1.05) will be maintained for the duration of this Agreement.

Signed this 20th day of July 1999.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

T.W. RABY

J. COLLER

**LETTER OF UNDERSTANDING NO. 2 –
UNASSIGNED**

LETTER OF UNDERSTANDING NO. 3 – JOINT TRAINING COMMITTEE – AIRPORT & CARGO OPERATIONS

PURPOSE

The purpose of this Joint Committee is to discuss and review training related matters in the Airport & Cargo Operations Business Unit, and contribute to the enhancement of the overall effectiveness and quality of training.

MANDATE

This Joint Committee will:

1. Review training issues and make recommendations to the Business Unit.
2. Act as a resource to the Business Unit with regard to training related matters.
3. Review and resolve system/national issues related to training.

COMPOSITION OF THE JOINT COMMITTEE

This Committee will be composed of the following:

- Four (4) representatives appointed by the Union.
- Management representatives (not to exceed four (4) in number).

It is understood that one (1) Labour Relations Representative and one (1) General Chairperson will be identified to perform a role of coordination of Committee activities, not Chairperson. These individuals (not Chairpersons) will be responsible to provide Collective Agreement interpretation, ensure the Committee mandate is respected and adhered to, and ensure that any issue that requires attention at UMCM is submitted to their respective Committees for handling.

GENERAL

Members of the Joint Training Committee shall be provided with a Terms of Reference, agreed to between the Company and the Union, for the operation of the Joint Training Committee.

Monetary and collective bargaining issues are not included in the mandate of the Joint Training Committee (unless input is requested by the UMCM).

Meetings of the Joint Training Committee will be established by the Committee members and scheduled as required.

Signed this 20th day of July 1999.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

T.W. RABY

J. COLLER

**LETTER OF UNDERSTANDING NO. 4
SELECTION PROCESS FOR ABOVE BASIC CLASSIFICATIONS**

The Company and the Union agree to the following formal selection process in support of the provisions contained in Article 16.11.05, for all above-basic classifications, except Lead Station Attendant, Lead Cabin Servicing & Cleaning Attendant, Customer Service Agent, Customer Service Agent - Airports, Customer Service Agent - Weight & Balance, and for the appropriate classifications in Article 4.05.16 and 6.04.02.

L4.01 Employees must have passed a qualifying examination at least thirty (30) days prior to the issuance of the Promotional Bulletin or Vacancy Notice. Successful completion of this qualifying exam will be valid for a period of four (4) years at which time the employee must re-qualify in accordance with the foregoing.

L4.02 For appropriate classifications listed in Article 4.05.16 employees must have passed a qualifying examination based on the function they will be expected to perform in their new classification in conjunction with the closing of the Vacancy Notice. Successful completion of this qualifying exam will be valid for a period of four (4) years at which time the employee must re-qualify in accordance with the foregoing.

L4.03 In the event an employee fails to achieve the 80% passing mark on the qualifying examinations, one (1) rewrite within sixty (60) days of the effective date of the initial results will be permitted. If unsuccessful, the employee will be ineligible to attempt to qualify again for a period of one (1) year.

L4.04 Each eligible candidate will be given a structured interview conducted by a trained panel of one (1) Human Resources representative, one (1) Branch Manager, and one (1) Union representative. The candidate must achieve a 70% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, the following options are available to the candidate:

(1) The candidate may be re-interviewed following six (6) calendar months from this interview.

OR

(2) On a one time basis only, the candidate may request a second interview within sixty (60) calendar days from the first interview. Should the candidate fail this second interview, a one (1) year waiting period will be required prior to any further structured interview for the same classification.

Passing interview scores for interviews for the same classification will be valid for a period of two (2) years from the effective date of the results of the interview.

- L4.05 Qualifying examinations and the structured interview guide will be jointly developed and agreed to by the Company and the Union.
- L4.06 Results of the Qualifying Examination and Structured Interview shall remain as a permanent record on the employee's personal file.
- L4.07 Candidates who successfully complete the Qualifying Examination and Structured Interview will be deemed as having equal ability for the purpose of the provisions of Article 16.11.05, and accordingly the employee(s) possessing the greater seniority shall be awarded the position(s).

NOTE 1: Employees in Categories 1, 19, or 38, requesting a Promotion to Lead Licensed Aircraft Technician or Process Auditor - Aircraft, are required only to successfully complete the Structured Interview provided for in L4.04.

NOTE 2: Unassigned

- L4.08 An employee who has met all other qualifying requirements for an above basic position, and who has requested a structured interview in writing, will be provided such an interview within sixty (60) days of receipt of such a request.

Signed this 1st day July 2009

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE WORKERS**

Denis Boucher

Mike Ambler

**APPENDIX TO
LETTER OF UNDERSTANDING NO. 4
SELECTION PROCESS
ACM TRAINER, ACM TRAINER (LOGISTICS & SUPPLY) AND AIRPORT / CARGO
TRAINING**

The Company and the Union agree to the following formal selection process in support of the provisions contained in Article 16.11.05, for the classifications within the ACM Trainer and the Airport / Cargo Trainer classifications.

AL4.01 Employees must pass a practical examination based on conducting a classroom training session in conjunction with the closing of the Vacancy Notice. The candidate must achieve a 90 % passing mark. Successful completion of this qualifying exam will be valid for a period of one (1) year at which time the employee must re-qualify in accordance with the foregoing.

Note: For Airport / Cargo Trainer, ACM Trainer, ACM Trainer (Logistics & Supply) classifications the candidate must achieve a passing mark of 80%.

AL4.02 Each eligible candidate will be given a structured interview conducted by a trained panel of one (1) Human Resources representative, one (1) Branch Manager, and one (1) Union representative. The candidate must achieve a 90% score assessed by the panel through a structured, established, point system. In the event the candidate fails to achieve the passing score, the following options are available to the candidate:

(1) The candidate may be re-interviewed following six (6) calendar months from this interview.

OR

(2) On a one time basis only, the candidate may request a second interview within sixty (60) calendar days from the first interview. Should the candidate fail this second interview, a one (1) year waiting period will be required prior to any further structured interview for the same classification.

Passing interview scores for interviews for the same classification will be valid for a period of one (1) year from the effective date of the results of the interview.

Note: For Airport / Cargo Trainer, ACM Trainer, ACM Trainer (Logistics & Supply) classifications the candidate must achieve a passing mark of 80%.

AL4.03 The structured interview guide will be jointly developed and agreed to by the Company and the Union.

AL4.04 Results of the Qualifying Practical Examination and Structured Interview shall remain as a permanent record on the employee's personal file.

- AL4.05 Candidates who successfully complete the Qualifying Practical Examination and Structured Interview will be deemed as having equal ability for the purpose of the provisions of Article 16.11.05, and accordingly the employee(s) possessing the greater seniority shall be awarded the position(s).
- AL4.06 An employee who has met all other qualifying requirements for an above basic position, and who has requested a structured interview in writing, will be provided such an interview within sixty (60) days of receipt of such a request.

Signed this 1st day of July, 2009

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS**

Denis Boucher

Mike Ambler

June 8, 1995

Mr. L. Giuliani
President & Directing General Chairperson
District Lodge 148, IAMAW
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Giuliani

Subject: Application of the Letter of Understanding on Selection to Above Basic Classifications

This will confirm the Company's agreement as follows relative to the application of Letter of Understanding No. 4, Above Basic Selection Process:

1. Eligible employees attending an interview in response to a Promotional Bulletin shall not lose any time. In addition, the Company will bear the cost of any necessary time off and travel expenses where the interview is conducted at other than the employee's current Point.
2. The Company will bear the cost for time off and expenses for necessary travel for any Union representative participating as a member of a Structured Interview Panel.
3. Time off for representatives appointed by the Union who participate in the joint development of Qualifying Examinations and Structured Interview Guides will be borne by the Company and charged to Work Order NG.
4. Promotional Bulletins for affected above basic classifications will not be issued following the date of ratification pending introduction of the revised selection process.

Yours truly,

K.M. Kelly
Director Labour Relations -
Technical Services

**LETTER OF UNDERSTANDING NO. 5.
TRANSFER AND BUMPING TO/FROM CARGO AND/OR AIRCRAFT SERVICES**

L5.01 At stations where the Cargo Business Unit is operating a cargo terminal, Customer Service Agents, Lead Station Attendants and Station Attendants in Aircraft Services with a minimum of three (3) years from the date of hire or from the date of transfer into their current work location, who desire to transfer into the cargo terminal, shall so indicate in writing to their Manager with a copy to the local Union. Customer Service Agents, Lead Station Attendants and Station Attendants in the cargo terminal, with a minimum of three (3) years from the date of hire or from the date of transfer into their current work location, who desire to transfer to Aircraft Services, shall so indicate in writing to their Manager with a copy to the local Union. The requests will be considered when a permanent vacancy is declared.

NOTE 1 An employee may submit a transfer request at any time, but such a transfer request will be subject to the provisions of this Letter of Understanding and the Collective Agreement.

NOTE 2 If a permanent vacancy is declared, such employees who have not met the three (3) year requirement, will be transferred to the new location prior to the Company hiring new employees.

L5.02 To be eligible for consideration, the request for transfer must be sent by FAX or postmarked at least thirty (30) days prior to the vacancy becoming available on a permanent basis. Each request for transfer, including copies, must be forwarded by FAX or Canada Post and will be considered active for a period of three (3) years.

L5.03 Customer Service Agents, Lead Station Attendants and Station Attendants who have met the provisions of Articles L5.01 and L5.02 above and who have been unable to transfer, will be placed on the bumping list, and will be eligible to exercise bumping privileges providing there are permanent employees with less seniority in their own classification.

L5.04 Transfers of employees exercising “bumping privileges” will normally be actioned in the fall period with sufficient time to allow the employee to bid for both shift and vacation in the new location. However, the reporting date may be adjusted to meet local training and operational requirements. In the event that the Company needs to deviate from actioning these transfers in the fall period, the Company commits to addressing the issue with the Union at the Headquarters level prior to implementing the transfers

Bumping to/from Cargo and/or Aircraft Services will be 7% of the total permanent staff by classification within the Cargo terminal but restricted to a maximum of seventeen (17) people within each classification.

At stations where the above would not apply, a minimum of one (1) Customer Service Agent, one (1) Lead Station Attendant and two (2) Station Attendants would be permitted to bump.

L5.05 Selection of employees for transfer who are exercising “bumping privileges” to/from cargo or Aircraft Services will be in accordance with L5.02, L5.03 and L5.04.

L5.06 Employees offered the opportunity to transfer must advise their Manager of their decision in writing within twenty-four (24) hours of the date of such offer. Failure to advise the Manager will be considered a declination of the transfer.

NOTE Once an employee has confirmed “acceptance” in writing, the transfer must be accepted and he will not be eligible to transfer back for a period of three (3) years from date of transfer.

L5.07 This Letter of Understanding cancels and supersedes Item 6 of the 1966 Biller Agreement (Filling of permanent Station Attendant vacancies – Cargo warehouse and ramp). The remainder of the Biller Agreement will remain in full force and effect.

Signed April 5th 2012 in Toronto, Ontario, Canada

FOR AIR CANADA



J. Beveridge
Director, Labour Relations

FOR TRANSPORTATION DISTRICT 140



M. Ambler
General Chairperson –
Western Region

LETTER OF UNDERSTANDING NO. 6

STATUS OF MINUTES OF NEGOTIATIONS AND UMHQS

The inclusion of some Minutes of Negotiation and Minutes of UMHQ meetings into the body of the main Agreement is not intended to change the meaning and application of those minutes, nor is it intended to make them any more or less important than the minutes which have not been included. They are included only for ease of reference.

Signed this 17th day of October 1985.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

G.C.B. SMITH

R.L. FONTAINE

**LETTER OF UNDERSTANDING NO. 7 –
STATION CLOSURES/CENTRALIZATION OF WORK**

L7.01 STATION CLOSURES

L7.01.01 In the event of a station closure or portion thereof, resulting from the withdrawal of service due to Company alliances or purchases, the Company is committed to the employment security of those employees affected by these changes. Furthermore, the Company will notify District Lodge 140 as soon as practicable of these changes.

To that end and should the aforementioned events result in permanent employees being declared surplus, the following will apply.

OPTION 1 – TRANSFER

- a) Permanent employees will be transferred to vacancies in their current classification.
- b) Employees in above basic classifications will be transferred to vacancies in lower classifications in which they hold seniority in the event that:
 - 1. No vacancies exist in their current classification.
 - 2. Their current classification is not currently active.

NOTE 1: Should 2 above be the prevailing condition, affected employees shall have the ability to select a new point of lay-off for the classification affected in which they hold seniority as well as up to three (3) other points of recall.

NOTE 2: Employees failing to designate a new point of lay-off for a classification shall be considered as having forfeited recall privileges in that classification and Article 16.16.09 (d) will apply.

- c) Transfers will be at Company expense, in accordance with Company regulations.
- d) The aforementioned transfers shall not result in consequential lay-offs at the new point.

OPTION 2 – VOLUNTARY SEVERANCE

Permanent surplus employees electing for voluntary severance will be provided with a termination award of two (2) weeks pay per year of Company service, to a maximum of fifty-two (52) weeks pay.

Such termination award may be converted as follows:

1. Lump sum cash payment
2. Time on payroll at full salary
3. Time on payroll at half salary (maximum 24 months)
4. Any combination of options 1, 2 or 3 above.

NOTE: Time on payroll under options 2, 3 or 4 above: Employees will receive service credits for pension purposes and will continue to be covered for the attained level of benefits and pass privileges with the exception of Group Disability Income Plan. Service would continue to accrue for pension and pass purposes but not for vacation entitlement.

OPTION 3 – LAY-OFF

Employees who decline to select either Option 1 or Option 2 shall be placed on laid-off status and be permitted to exercise bumping privileges as provided in Article 16.15.

L7.02 CENTRALIZATION OF WORK FUNCTIONS

In the event the Company centralizes any work functions, current employees in the effected category/classifications who are declared surplus and who are not offered continued employment at the point, and who meet the requirements of the centralized work function, will be offered fully paid moves in order of seniority, subject to the number of positions identified at the new work location.

L7.03 PROMOTIONAL BULLETINS

In circumstances of station closure(s) or the centralization of a work function and where an employee has received a notice of lay-off, he will be eligible to bid for Promotional Bulletins addressing classifications in which he does not hold a seniority date and which are lower paying than his active classification prior to the effective date of lay-off.

L7.04 WITHDRAWAL OF SERVICES

In cases where the withdrawal of services results in a wholly or partially owned subsidiary or alliance partner providing a previous service, the Company will make reasonable efforts to ensure that, surplus permanent employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that the offers are made on the basis of seniority.

In addition, and subject to the availability of employment with the new employer and the ability to resolve such matters/arrangements with other involved parties (eg: the new company/Union) the Company will provide the following:

- A severance package equivalent to 50% of that referenced in L7.03 usable as wage make-up and/or moving allowance until the amount of the severance package is depleted.
- Accrual of seniority and Company Service for a period of two years.
- Participation in the Air Canada Pension Plan and continued Air Canada benefits for a period of two years.
- An ability to transfer in accordance with L7.01.01 during this two year period.
- Should the employee not elect to transfer in accordance with L7.01.01 within the two year period he will be considered to have resigned or be retired from Air Canada and lose all rights under this clause of the collective agreement.

Signed this 1st day of July 2003.

FOR AIR CANADA

K. P. SMITH

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

J. COLLER |

**LETTER OF UNDERSTANDING NO. 8 –
EXPEDITED ARBITRATION**

It is agreed that for the life of the current Collective Agreement, notwithstanding Article 18, it may be of mutual benefit to expedite the arbitration of appropriate grievances / disciplinary appeals on a type-trial basis in the Eastern and Central Seniority Divisions.

Recognizing the primary objectives of expedited arbitration to provide a timely, informal, and relatively inexpensive procedure for resolving grievances and disciplinary appeals, the parties agree to conform to the following guidelines:

- L8.01 Dates for expedited arbitration, and the selection of a sole arbitrator, shall be identified and mutually agreed in advance. Where the date cannot be utilized it will be made available for regular arbitrations in accordance with Article 18. If the date still cannot be utilized it will be made available for cases involving Air Canada and its other Unions. Fees and expenses for expedited arbitration shall be in accordance with Article 18.09, and similarly if dates cannot be utilized in the foregoing manner, the cost of the cancellation shall be divided equally between the parties;
- L8.02 Cases selected for expedited arbitration shall be subject to mutual agreement between Labour Relations and the Union. Following written notification from the Union of its desire to proceed with expedited arbitration, the Company shall confirm its agreement, or otherwise, not less than sixty (60) days prior to the desired date of hearing. Time permitting, multiple cases may be scheduled on the same date;
- L8.03 Cases agreed to for expedited arbitration shall be those where there are no preliminary objections and where there is prior agreement on the facts of the case, unless otherwise agreed by the parties in advance. The need for witness testimony and cross examination will be minimal, if at all. All documents, statements, etc., to be submitted as evidence at the hearing shall be subject to prior disclosure between the parties. Submission of any new evidence at the hearing stage shall be subject to mutual agreement. Only the employee and line management representative involved shall attend the arbitration in addition to the Union / Labour Relations representatives. Witnesses and/or observers may attend subject to prior notification to either party;
- L8.04 It will be the parties' intent at expedited arbitration to keep the process as informal as possible, avoiding procedural delays and an overly legalistic approach;

- L8.05 Opening comments and argument will be concise and limited to brief statements of relevant facts and rationale for the respective positions. Jurisprudence will be limited to that which is deemed to support the respective positions of the parties, with copies prepared and provided in advance of the hearing;
- L8.06 Bench or oral awards will be permitted with the consent of both parties, subject to later confirmation in writing. In any event, decisions rendered in expedited arbitration will be without precedent or prejudice to any other matters arising between the parties and will not be relied upon as jurisprudence;
- L8.07 Where deemed appropriate, based upon the parties' experience with the process of expedited arbitration, the foregoing guidelines may be altered subject to mutual agreement.

Signed this 19th day of June 1995.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

K.M. KELLY

L. GIULIANI

**ADDENDUM 1 OF
LOU No. 8**

Following discussion during the 2002 Collective Bargaining negotiations it was agreed that the following Special Expedited Arbitration procedures would be incorporated as part of the LOU. No. 8 Expedited Arbitration process.

1. Such cases will be presented by Union and Labour Relations representatives. No witnesses will be required at such hearings.
2. Bench or oral awards by the Arbitrator will be permitted, subject to the issuance of a brief written award to be submitted to the parties at a later date.
3. The purpose of this procedure is to move forward on a larger number of cases through an expedited arbitration process. Notwithstanding the above, the parties plan to present approximately ten (10) to fifteen (15) cases at each hearing, that are mutually agreed to by the Company and the Union.
4. Discipline appeals will not form part of this Special Expedited Arbitrator process. All cases proceeding under this process will be grievances as provided for in Article 17.03.
5. Decisions rendered under this process will be without prejudice or precedent to any other matter arising between the parties and will not be relied upon as jurisprudence.

Signed this 1st day of July, 2003

FOR AIR CANADA



K.P. Smith
Director, Labour Relations –
Technical Services

FOR TRANSPORTATION DISTRICT 140



J. Coller
General Chairperson –
Western Region

**ADDENDUM 2 OF
LOU No. 8**

10 February, 2012

Re : Collective Bargaining 2011 – Expedited Arbitration Process

The Memorandum of Agreement of November 11, 2005 will be extended for a period of 12 months effective the ratification of the collective agreement. The present practice for the sharing of the costs of the Chief Arbitrator shall remain in place for the duration of the extension.

During the extension period the parties agree to meet and discuss the modification of the expedited arbitration agreement.

Should the parties be unable to reach agreement on the modification of the expedited arbitration agreement within the 12 month period prescribed, the Minister of Labour will be requested by the parties to appoint a single arbitrator to determine any outstanding issues.

Mr. Martin Teplitsky shall remain the Chief Arbitrator for the term of the Collective Agreement unless the parties agree otherwise.

Dated February 10, 2012 in Montreal, Quebec, Canada.

For Air Canada

For IAMAW

J. Beveridge

M. Ambler

LETTER OF UNDERSTANDING NO. 9

Endorsement Course Seat Allocation

It was agreed following discussion during the 2002 Collective Agreement negotiations that the following would be incorporated into the Training and Licensing Publication 831.

The number of Lead Licensed Aircraft Technicians (LLAT), Licensed Aircraft Technicians (LAT), Aircraft Technicians (AT) and Process Auditors (P.A.) will be allocated, by category, for each endorsement course by work formation.

The number of eligible Planners, Licensed Planners, Technical Writer (Aeronautics) and Licensed Technical Writers will be allocated, by classification, for each endorsement course by work area. (in order to be eligible, the employee must hold seniority in Category 1 or 38 and hold the appropriate Transport Canada AME).

For each formation where three (3) or more seats are offered, 20% will be posted as a course vacancy notice. A guaranteed minimum of at least one (1) seat will be allocated on this basis.

Remaining seats will be allocated on the basis of the current formula of 0-1, 1-2, 2-3, etc.

EXAMPLE:

Course seat allocation to any given work formation:

1 seat	- allocation on basis of 0-1, 1-2, 2-3.
2 seats	- allocation on basis of 0-1, 1-2, 2-3.
3 seats	- 1 course vacancy notice to senior bidder; - 2 allocated on basis of 0-1, 1-2, 2-3.
4 seats	- 1 course vacancy notice to senior bidder; - 3 allocated on basis of 0-1, 1-2, 2-3.
5 seats	- 1 course vacancy notice to senior bidder; - 4 allocated on basis of 0-1, 1-2, 2-3.
6 seats	- 1 course vacancy notice to senior bidder; - 5 allocated on basis of 0-1, 1-2, 2-3.
7 seats	- 1 course vacancy notice to senior bidder; - 6 allocated on basis of 0-1, 1-2, 2-3.
8 seats	- 2 course vacancy notice to senior bidder; - 6 allocated on basis of 0-1, 1-2, 2-3.

NOTE: If after three (3) consecutive endorsement courses for a formation, no seat selection was made available for a senior bidder consistent with the foregoing provisions, and the next course offered provides less than three (3) seats to the formation, one (1) seat will be offered on the basis of a vacancy notice.

EXCEPTIONS:

1. LLATs, LATs, P.A.'s, AT's, Planners, Licensed Planners, Technical Writers (Aeronautics) and Licensed Technical Writers would be ineligible to bid on course vacancy notices if they are already in possession of five (5) or more endorsements on their ACA for aircraft currently operated by the Company.
2. LLATs, LATs, P.A.'s, AT's, Planners, Licensed Planners, Technical Writers (Aeronautics) and Licensed Technical Writers successfully bidding on a course vacancy notice would be required to repay the training costs to the Company on a prorated basis over two (2) years if they retire or voluntarily leave the company within two (2) years of completion of the training.
3. LLATs, LATs, P.A.'s, AT's, Planners, Licensed Planners, Technical Writers (Aeronautics) and Licensed Technical Writers successfully bidding on a course vacancy notice must remain in the applicable work formation for a minimum of twelve (12) months after endorsement course completion. This will not interfere with an employee's rights under the Collective Agreement and is intended solely for local application.

Consistent with the provisions of Publication 831, Chapter 4, Page 11, an employee will be considered eligible, if at least twelve (12) months has elapsed since he last successfully completed a previous endorsement course.

Signed this 1st day of July, 2003

FOR AIR CANADA

K.P. Smith

FOR INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS

J. COLLER

**LETTER OF UNDERSTANDING NO. 10 –
SUB-CONTRACTING**

The Company agrees that it will not enter into a sub-contract that results in the effective elimination of a category/classification during the term of this Collective Agreement unless agreed to between the Company and the Union in accordance with the provisions of Article 1.04.

Signed this 20th day of July 1999.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

T.W. RABY

J. COLLER

**LETTER OF UNDERSTANDING NO. 11 –
ARTICLES 16.15 AND 16.16 (BUMPING & RECALL)
JOINT RESTRUCTURING COMMITTEE**

PURPOSE

The purpose of this Joint Committee is to create more user-friendly Articles within the Collective Agreement, and is NOT to change any of the agreed to processes contained in Article 16.15 and Article 16.16.

MANDATE

This Joint Committee has the mandate to review, with the intent to incorporate the agreed to U.M.H.Q. and U.M.C.M. minutes and Memorandums as identified by the Negotiating Committees during the 1995 round of negotiations, into Article 16.15 and Article 16.16 as applicable.

COMPOSITION OF THE JOINT COMMITTEE

This Joint Committee will be comprised of the following:

- One (1) representative from each Local Lodge.
- General Chairperson.
- Management representatives.

The final document developed by this Joint Committee will be referred back to the Committee of General Chairpersons for their approval.

This Joint Committee will be established by the Parties within ninety (90) days of ratification and will complete their mandate within six (6) months of formation.

Signed this 15th day of June 1997.

FOR AIR CANADA

K.M. KELLY

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

G. BROSSEAU

**ADDENDUM TO
LETTER OF UNDERSTANDING NO. 11**

08 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – Article 16

Dear Mike;

Further to our discussions at the negotiation table on the above subject, I wish to clarify the parties agreement to establish a committee, within sixty (60) days of ratification, to address the matter of the application of Above Basic Seniority. This committee shall meet within 120 days of ratification.

Upon conclusion of the Above Basic Seniority committee's work, the parties shall establish a further committee to address all other provisions of article 16.

Sincerely,

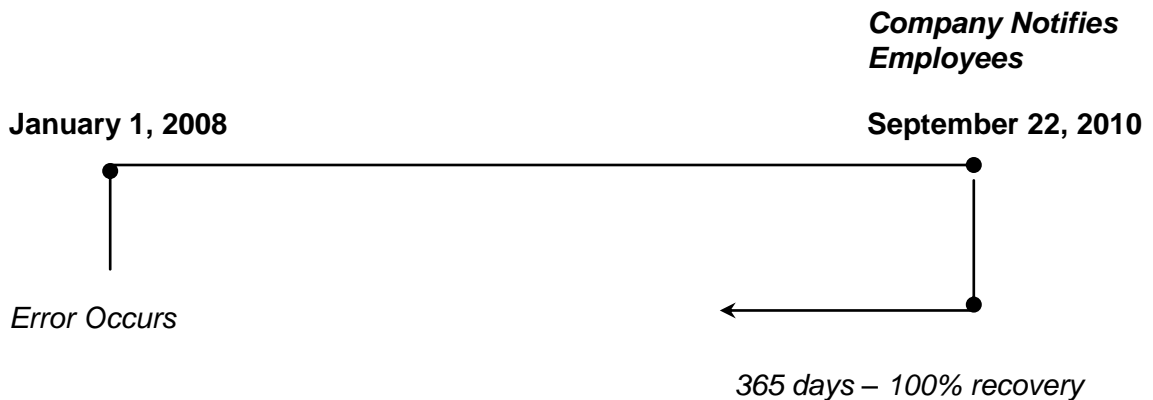
John Beveridge,
Director, Labour Relations

LETTER OF UNDERSTANDING NO. 12 – RECOVERY OF OVERPAYMENTS

The Company and the Union agreed that the following will apply in relation to the recovery of overpayments made to employees.

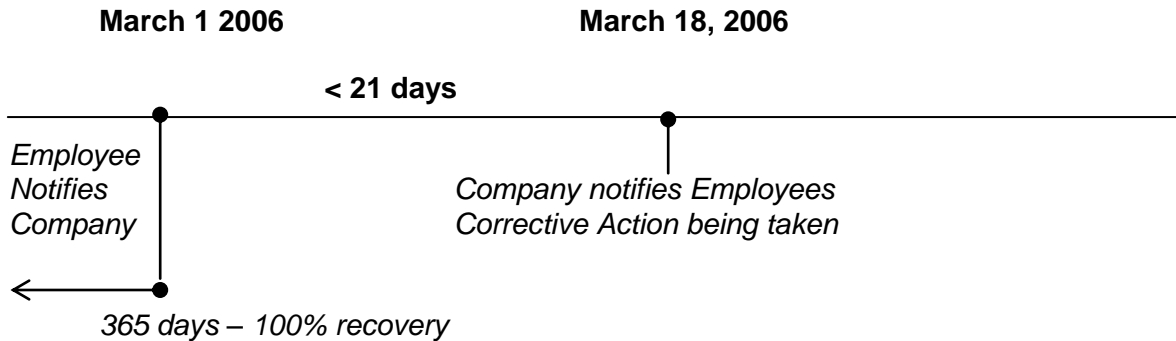
1. In cases where the Company discovers an overpayment without the assistance of the employee:
 - a) Once a payroll error is discovered by the Company, it will promptly notify the employee affected by the said error;
 - b) From the date of notification, the Company will be allowed to recover one hundred per cent (100%) of the overpayments made in the three hundred and sixty five (365) day period preceding the date of notification;
 - c) Any overpayment older than three hundred and sixty five (365) days will be deemed to be forfeited by the Company.

Company Discovers Overpayment



2. a) Company Reacts within Timelines

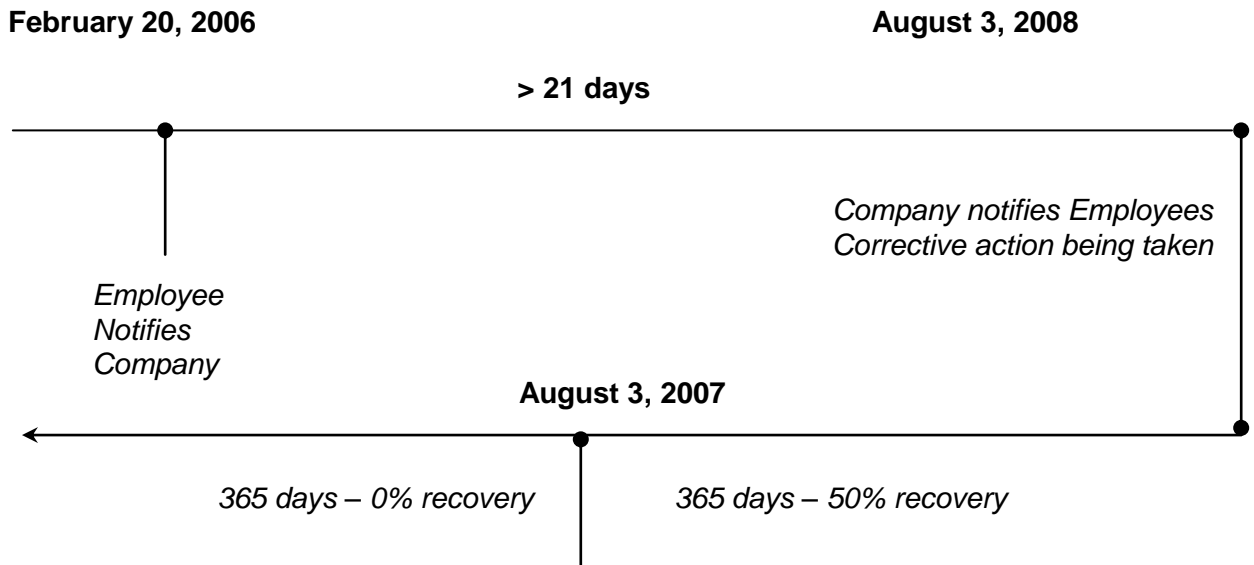
When the employee notifies the Company, the Company has 21 days to notify the employee that they are taking corrective action. The overpayment will be calculated and recovered in full (100%) from the date the employee notified the Company. When the Company takes corrective action within 21 days, they will calculate the amount overpaid over the last three hundred and sixty five (365) days from the date the employee notified the Company.



Note: The 21 day period between the employee and Company notifications as indicated in the graph will be collected at 100%.

b) Company Reacts outside of Timelines

When the employee notifies the Company and the Company does not react within the 21 day timeline, the overpayment will be calculated from the date the Company notifies the employee. The Company will only be entitled to collect 50% of the overpayment over the last 365 days from the date the Company notified the employee that they were taking corrective action.



3. An employee wishing to notify the Company of an overpayment should do so by sending an email to hr.rh@aircanada.ca with the subject line "Overpayment", with a copy to his manager.
4. Overpayments will be recovered over as many pay periods as is required for the complete recovery. The maximum amount being deducted on a given pay period shall be one hundred and fifty dollars (\$150) for full-time employees and seventy five dollars (\$75) for part-time employees.
5. Upon termination of employment, outstanding balances will be deducted from the employee's final pay. The Company may pursue any outstanding balance not covered by the final pay.
6. If after the Company notifies the employee that they are taking corrective action and the Company fails to appropriately rectify the pay error within a reasonable timeframe, the Union reserves the right to initiate the grievance process.

Signed this day 1st of July, 2009

Air Canada

Denis Boucher

International Association of Machinists
and Aerospace Workers

Mike Ambler

**ADDENDUM TO
LETTER OF UNDERSTANDING NO. 12**

06 December, 2011

Mr. M. Ambler
General Chairperson, Western Region
District Lodge 140, IAMAW
Unit 23, 3515 – 27th Street, NE Calgary, AB
T1Y 5E4

Dear Mike,

This is in regards to Union Agenda Item U23 concerning recovery of overpayments from an employee's pay, as discussed during the 2011 round of Collective Bargaining.

This will confirm that the following process will be adhered to for the recovery of overpayments:

- 1- Air Canada will provide the employee with a written detailed explanation of the overpayment and its accumulation.
- 2- Once the employee has received the detailed explanation the employee will be afforded 14 calendar days to dispute the overpayment and provide any documentation to support their position regarding the overpayment by sending an email to hr.rh@aircanada.ca – subject line should indicate **“Request for overpayment appeal”**.
- 3- No payroll recovery shall take place until items #1 and #2 have been exhausted.

Sincerely,

John Beveridge,
Director, Labour Relations

**LETTER OF UNDERSTANDING NO. 13
FILLING OF VACANCIES**

Basic Vacancies

L13.01 The Company and the Union agree that the filling of full-time permanent vacancies declared by the Company, will be filled in the following order:

1. Recall
2. Demotion
3. Transfers within the same category
Note: Part-time CSCA and part-time SA employees will compete with transfers from other stations for full time positions in the Station Attendant (SA) and Cabin Servicing and Cleaning Attendant (CSCA) classifications. Primary consideration will be given to employees requesting a transfer into their current classification followed by employees from other classifications.
4. Other intra-Business Unit transfers
5. Inter-Business Unit transfers
6. Alternate employment
7. Term employment
8. Employee transfers from other IAM Collective Agreements
9. Employee transfers from outside the Collective Agreement
10. New hiring

Note: Employees from other Collective Agreements or non-unionized Air Canada employees must apply on line at AirCanada.com/Career.

Part-time Customer Service Agent Vacancies

L13.02

1. Recalls
2. Retirement Phase-In
3. Transfer
4. Retirement Phase-In Recalls
5. New Hires

The filling of vacancies to part-time Customer Service Agent shall be as follows:

It is agreed that the procedures and principles of promotion bulletins and the privileges of above basic will be applied for administrative purposes for part-time CSA vacancies.

Signed this 1st day of July 2009.

FOR AIR CANADA

FOR IAMAW

Denis Boucher

Mike Ambler

**LETTER OF UNDERSTANDING NO. 14 –
UNASSIGNED**



**LETTER OF UNDERSTANDING NO. 15 –
TEMPORARY/SPECIAL ASSIGNMENTS**

L15.01 During the 1997 contract negotiations, the Company and the Union agreed to a type-trial process which provides the opportunity for employees covered by this Collective Agreement to access temporary/special assignments without a loss of seniority or salary progression, during the life of this Collective Agreement.

L15.02 Opportunities for temporary/special assignments may be identified by the Company or the Union at each point. Given mutual agreement between the Company and the Union, such temporary/special assignments will then be covered by this Letter of Understanding.

Opportunities may be identified in the following areas:

- STOC (MINI-STOC) Coordinators
- Airport & Cargo Operations planning and coordinating positions
- Technical Services coordinating positions

Nothing in the foregoing prevents the Company and the Union from agreeing, at the Headquarters level (i.e., Corporate Labour Relations Representative and the appropriate General Chairperson), to additional functions/areas, where appropriate, which may not be included in the above.

L15.03 Local notices will be issued at the point for a period of fourteen (14) days where the assignment exists unless otherwise agreed to by the Company and the Union. Such notices will be copied to the Union at the local level, the President & Directing General Chairperson, District Lodge 140 and the Director, Labour Relations Dorval 1263 and will include the working conditions, duration of assignment, and necessary qualifications associated with the assignment. Eligibility for such notices will be limited to employees in the appropriate Categories/Classifications at the point/work location where the assignment is based unless otherwise agreed to by the Company and the Union.

15.04 Candidate selection will be based on an objective structured interview as per LOU #4, work record, and seniority amongst those applicants possessing the applicable qualifications.

- L15.05 This Letter of Understanding applies to temporary/special assignments exceeding six (6) months with a maximum of two years duration. In order to provide opportunity for other employees to gain experience from such temporary/special assignments, an individual employee may not fill the same temporary/special assignment for longer than two (2) years, regardless of seniority, unless there are no other qualified applicants to the posting of a subsequent notice required on completion of the two (2) year maximum period.
- L15.06 This Letter of Understanding will not include any assignment which includes the direct supervision of employees or the responsibility for initiating disciplinary action.
- L15.07 Employees presently assigned temporarily in positions as identified in this Letter of Understanding will be deemed to be covered by this Letter of Understanding. The application of the time limit identified in L15.05 will be from the time of entry into the present temporary assignment.
- L15.08 Employees who accept temporary assignments, under LOU #15, will continue to accrue salary progression within their respective classification, and if promoted to positions within the Collective Agreement in a higher classification, will assume the new rate of pay for the position and will accrue salary progression.
- L15.09 This Letter of Understanding may be cancelled upon written advice by the Company or District Lodge 140 during the life of this Collective Agreement.

Signed this 1st day of July 2009.

FOR AIR CANADA

Denis Boucher

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

Mike Ambler

LETTER OF UNDERSTANDING NO. 16
ROLES AND RESPONSIBILITIES LICENSING AGREEMENT

- In 2002 the Company, through consultation with the Union, initially determined the following as roles and responsibilities for the new Classifications of Aircraft Technician (AT), Licensed Aircraft Technician (LAT), Lead Licensed Aircraft Technician (LLAT) and Process Auditor (P.A.). These items were not deemed to be exclusive.

Aircraft Technician (A.T.)

1. Be a working member of the crew
2. Perform work as outlined in AO/AMO Policy, Chapter 3
3. Identify and order parts
4. Perform required computer entries and functions
5. Sign for the performance of their work
6. Comply with Company policies, procedures and standards
7. Ensure a safe and tidy workplace
8. Assist other trades as required
9. Maintain his personal records
10. Ensure any issues that could jeopardize production or airworthiness are raised in a timely manner

Licensed Aircraft Technician (LAT)

The LAT is a working member of a self directed team and is capable of performing all of the functions of the AT. His responsibilities also include: being accountable to the Team Leader for operational and airworthiness oversight. He will coordinate and supervise the assignment of personnel to maximize the overall aircraft serviceability with Team Leaders, Planners, other LAT's and Leads. The LAT will be the person who is expected to sign a maintenance release for non-licensed employees. It is understood that this signature indicates that the LAT acknowledges that the individual signing the work performed has the recognized skill sets to have performed the work. Duties will also include but not be limited to;

Exercise the full authority of his Aircraft Certification Authority and any additional authorities held

1. Plan, coordinate and execute the work
2. Ensure any issues that could jeopardize the operation or airworthiness are raised in a timely manner
3. Perform the required inspections, evaluations and maintenance releases
4. Resolve material, tooling, and engineering issues.
5. Assign and direct the work of maintenance personnel
6. Estimate and define planned repairs
7. Perform general visual inspections, detailed visual inspections, conformity inspections, self checks, independent checks
8. Sign off defects that are within standard
9. Provide oversight and management of defects
10. Provide airworthiness oversight and sign a maintenance release for non-licensed personnel. In addition, on an ad-hoc basis, the LAT may be asked to sign for employees not assigned to work directly with them. In all cases the signing of a maintenance release will be based on responsibilities and authorities outlined in TOCM – AMO policy chapter 2
11. Complete and verify all paperwork and computer data entries, including the provision of adequate hand-off of information.
12. Provide mentoring / training and coaching to maintenance personnel
13. Ensure a safe and tidy workspace

Lead Licensed Aircraft Technician (LLAT)

The LLAT is a working member of the team and is capable of performing all of the functions of the LAT. The LLAT will normally only be assigned to “A” check or engine change crews. The LLAT will provide leadership to his team and be responsible and accountable to the Team Leader for production, operational and airworthiness oversight. He will co-ordinate the assignment of personnel to maximize production flow with Team Leaders, Planners, and other personnel as required. Duties will also include but not be limited to;

1. Assist in the development of, and be accountable to the production plan
2. Monitor and be accountable for the completion of the work plan
3. Estimate and define the planned repair
4. Provide training, coaching and supervision to the maintenance personnel
5. Ensure work safety standards are complete

Process Auditor (PA)

The Process Auditor reports to the AWC and is responsible to improve the flow of the check by performing verifications of any work or work process related audits to identify areas requiring improvements. For their assigned area, their duties include;

1. Work with management to develop BU level audit checklists, and finding and corrective action processes
2. Discuss problem areas with Team Leaders and develop an audit plan to identify root causes
3. Facilitate corrective action to resolve root cause issues found during the course of the audits
4. Track audit findings and review statistics to identify trends
5. Sampling job cards for accuracy against the maintenance manual and airworthiness requirements
6. Sampling job card entries for accuracy and completion
7. Sampling the inspection findings to see if the inspection standards are met
8. Sampling work flow to ensure compliance with processes
9. Sampling technical manuals and data and ensure they are current
10. Sample check package for completion and/or
11. Assisting in process and standards training and coaching
12. Initiating and following-up on revisions to work documents and technical data

During 2011 and 2012 bargaining the following changes have been accepted by the parties as the new roles and responsibilities for the LAT's and LLAT's. The previous roles and responsibilities of AT's and PA's have been unchanged.

Signed in Gatineau, QC this 18th day of October 2011

For Air Canada

**For International Association of Machinists &
Aerospace Workers**

John Beveridge

Mike Ambler

**LETTER OF UNDERSTANDING NO. 17 –
ARTICLE 16.16.04 – TERM RECALL PROCEDURES –
AIRPORT & CARGO OPERATIONS**

- L17.01 Although the Company will endeavour to minimize the use of term positions there is a need to clarify the application of Article 16.16.04. and the parties therefore agree to the following procedures for completing term recalls in the Airport & Cargo Operations Business Unit.
- L17.02 The Airport & Cargo Operations Business Unit at the Headquarters level, approves all term recalls to the Manager, Labour Relations – Airport & Cargo Operations, by letter, teletype, E-mail or fax.
- L17.03 All term recalls will be coordinated through the office of the Manager, Labour Relations – Airport & Cargo Operations.
- L17.04 On receipt of written recall approval (see L17.02), the Manager, Labour Relations – Airport & Cargo Operations (or delegate) will advise the involved Station(s) and Regional Shop Committee(s).
- L17.05 All written notification of open positions will be initiated by the Manager, Labour Relations – Airport & Cargo Operations and addressed to the involved employee(s) with copies to local Management, Personnel Services and the Regional Shop Committee(s).
- L17.06 Such written notification(s) will be "faxed" to the appropriate Station. The Station Representative (see L17.12), will arrange for immediate courier delivery to the involved employee(s) residence.
- L17.07 Concurrent with receipt of the fax of the written notification, telephone communication will be initiated to the employee by the Station representative (see L17.12).
- L17.08 A minimum of four (4) attempts at telephone contact will be made to reach each involved employee. Such calls will be placed approximately four (4) hours apart over a two (2) day period. After two (2) unsuccessful attempts, the Station Coordinator or Corporate Labour Relations will advise the Regional/Union Shop Committee.
- If an employee is going on vacation during his term assignment, the employee must advise the Company of his point(s) of contact in the event of an extension or other term recall offers during his vacation period. Given such information, the Company will endeavour to contact the employee in line with these procedures.
- L17.09 When personal contact is immediate (i.e., on first telephone call), the letters referenced in point #5 may be forwarded by FAX or Canada Post.

L17.10 Employees will respond verbally as to acceptance or declination of the temporary recall within seventy-two (72) hours of:

a) verbal notification/advice of the opening

OR

b) receipt of written notification, whichever occurs first.

L17.11 In situations where there has been no contact, employees will be bypassed after ninety-six (96) hours of the Company forwarding, by courier, the written notification. Such a situation will be considered as a declination of term recall in terms of the application of L17.15 of these procedures.

L17.12 The Station representatives who will assist Manager, Labour Relations – Airport & Cargo Operations, in this process are as follows:

Halifax	Customer Service Assistant
Moncton Saint John Fredericton	Customer Service Coordinator – Moncton
St. John's	Manager, Customer Service
Charlottetown	Customer Service Coordinator
Quebec	Customer Service Manager
Dorval/Mirabel (Ramp/Cabin Service/Cargo)	Manpower Planner – Dorval
Ottawa	Airport Administrative Coordinator
Toronto (Ramp/Cabin Service)	Manpower Coordinator
Toronto (Cargo)	Manpower Coordinator
London, Ont.	Manpower Coordinator
Thunder Bay	Customer Service Coordinator
Winnipeg	Personnel Services Assistant

Regina/
Saskatoon Manager, Customer Service

Calgary/
Edmonton/
Vancouver Personnel Services Assistant

Cargo Rating Unit

Montreal Manager, Cargo Yield Capacity Management & CRU

Weight & Balance

Mirabel Coordinator, Weight & Balance

Toronto Operations Control Manager – Weight & Balance &
ULD Control

L17.13 The Regional Shop Committees will assist the Manager, Labour Relations -
Airport & Cargo Operations, with the temporary recall process as follows:

Regional Shop Committee – Dorval	- YOW
Lodge 1751, IAMAW	- YUL/YMX
Montreal International Airport	- YQB
Dorval, Quebec ZIP 1116	
H4Y 1C3	
Email: yulairportshopcomm@aircanada.ca	

Regional Shop Committee – Halifax	YQM
Lodge 1763, IAMAW	YYG
Air Canada Halifax International Airport	YYT
Bell Boulevard, Comp. 1650	YSJ
Halifax, Nova Scotia ZIP 2392	YFC
Email : yhzshopcomm@aircanada.ca	YHZ

Regional Shop Committee – Toronto	- YYZ
Lodge 2323, IAMAW	- YXU
2580 Drew Rd., Suite 202	
Mississauga, Ontario	
L4T 3M5	
yyzairportshopcomm@aircanada.ca	

Regional Shop Committee – Winnipeg - YWG
 Lodge 714, IAMAW - YQT
 211-2020 Sargent Avenue - YQR
 Winnipeg, Manitoba ZIP 3887 - YXE
 R3H 0C9
 Email: ywgshopcomm@aircanada.ca

Regional Shop Committee – Calgary - YYC
 Lodge 1681, IAMAW - YEG
 2000 Airport Road NE Air Canada Terminal Bldg
 Calgary, Alberta ZIP 3801
 T2E 6W5
 Email: yycshopcomm@aircanada.ca

Regional Shop Committee – Vancouver - YVR
 Lodge 764, IAMAW
 Vancouver AMF ZIP 3187
 Vancouver International Airport, B.C.
 V7B 1V4
 Email : yvcshopcomm@aircanada.ca

- L17.14 Employees may, by written advice to the Manager, Labour Relations – Airport & Cargo Operations, Air Canada Centre 1263, P.O. Box 14000, Station Airport, Dorval Quebec H4Y 1H4, remove themselves from the term recall list for specific points, periods of time, or recall duration. Dorval and Mirabel will be considered as two (2) different points for this purpose. This correspondence is to be forwarded via FAX or Canada Post with a copy to the Regional Shop Committee.
- L17.15 Employees will be allowed to decline two (2) consecutive term recall offers to any one (1) point, after which they will be removed from the term recall list to that particular point. The employee will be notified by the Company, in writing. Should the employee wish to be reinstated on the term recall list for that point, he/she must re-apply in writing.
- L17.16 Employees who are medically unfit to work in the specific classification or in relation to the specific work requirements, will not be considered eligible for term recalls. Such employees will be advised in writing, by the Manager, Labour Relations – Airport & Cargo Operations, that they have been temporarily removed from the term recall list. Recall status will only be changed on receipt of written notice from the employee that he/she is medically fit and subsequent confirmation by the Company Medical Business Unit. Such employees will be returned to the active term recall list three (3) calendar days (seventy-two (72) hours) after receipt of the foregoing requirements.

- L17.17 Employees accepting a term recall (verbally or in writing) and subsequently declining the same recall, will be removed from the term recall list for that point for a period of one (1) year. A second such incident will result in his/her permanent removal from the term recall list for that point.
- L17.18 Employees accepting term recalls will not be entitled to personal leaves of absence and must complete the term assignment. Failure to complete a term assignment, except under very extenuating circumstances, will result in the loss of future term recall rights to that point for a period of one (1) year. A second such occurrence will result in his/her permanent removal from the term recall list for that point.
- L17.19 A decision to bypass an employee for term recall for any reason will be made jointly by the Manager, Labour Relations – Airport & Cargo Operations and the appropriate Regional/Union Shop Committee (as identified in L17.13). The Union will not process any grievance related to such a bypass.
- L17.20 Employees who are employed elsewhere within the Company (permanent or term), at the time of canvassing for term recall positions, will be bypassed. Employees employed outside the bargaining unit will be expected to advise the Manager, Labour Relations – Airport & Cargo Operations, in writing, with a copy to the Regional/Union Shop Committee on termination of such employment in order to ensure their name is returned to the active term recall list. Such employees will be returned to the active term recall list three (3) calendar days (seventy-two (72) hours) after receipt of such written notice.
- L17.21 Employees who decline term recalls (verbally or in writing), will not, except under very extenuating circumstances, be permitted to reverse his/her decision. For example, a reversal might be allowed if:
- The next person entitled to the recall has not been notified.
 - There were no other employees entitled to the recall.
 - The position had not been filled by other means.
- Such decisions will be made jointly by the Manager, Labour Relations – Airport & Cargo Operations and the appropriate Regional/Union Shop Committee (as identified in L17.13).
- L17.22 Employees accepting term recalls for periods of less than sixty (60) days, and when notification is within seven (7) days of the effective date of the recall, will report within seven (7) calendar days of notification. Where more than seven (7) days notice has been provided, employees will report on the effective date of the recall. For a period of more than sixty (60) days, the employee will have fourteen (14) days to report from the date of notification of recall.
- L17.23 Except in very extenuating circumstances, personal acceptance/ declination of term recalls will be required. A third party response will not suffice.

- L17.24 Employees must return the written advice of acceptance/declination of term recall within fourteen (14) days.
- L17.25 Laid-off employees must advise the Manager, Labour Relations – Airport & Cargo Operations, Air Canada Centre, P.O. Box 9000, Saint-Laurent, Quebec H4Y 1C2, in writing sent by FAX or Canada Post, with a copy to the Regional/ Union Shop Committee (see L17.13), of any change to information used to contact/communicate with employees (i.e., home address, third party address, telephone numbers, etc.).
- L17.26 All term recalls will be identified for a duration within a regular flight schedule (i.e., April/October; October/April).
- The senior employee with recall rights to a point will always be offered the longest term recall period.
- L17.27 For term recall assignments of less than sixty (60) days, where all local full-time employees have been canvassed and have declined, laid-off part-time employees, at the point, will be offered the term employment prior to new hiring.
- L17.28 The Company will endeavour, in line with these procedures, seniority and the Collective Agreement, to offer term recall assignments to the employees home base before offering him/her other points of recall (subject to L17.20).
- L17.29 The foregoing process does not otherwise affect, change or impact on Article 16.16 of the Collective Agreement or any other related Memorandum/ Agreement between the parties.

Signed this 1st day of July 2009

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

Denis Boucher

Mike Ambler

**LETTER OF UNDERSTANDING NO. 18
UNASSIGNED**

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**LETTER OF UNDERSTANDING NO. 19 –
UNASSIGNED**

**LETTER OF UNDERSTANDING NO. 20 –
AIRCRAFT TAXI AUTHORITY**

During the 1999 contract negotiations, the Company agreed to provide compensation to Licensed Aircraft Technicians and Lead Licensed Aircraft Technicians Categories 01 and 38 who successfully complete the training requirements and qualify for taxi authority in accordance with the following:

- The Company will determine the number of personnel and the aircraft types required at each location.
- The Vacancy Notice process will be used to identify the Company's requirements and allow interested employees to apply.
- The selection process from the applicant(s) will be in accordance with the general principles of Article 16.11.
- Successful applicants will be expected to perform this function for the duration of the period identified in the Vacancy Notice to a maximum of two (2) years.
- The overall administrative process will be developed following ratification of the new Collective Agreement and will be reviewed with the Union.
- A four hundred dollar (\$400) payment will be made to each employee successfully completing the initial training required and becoming qualified for taxi authority on an aircraft type.
- A two hundred dollar (\$200) payment will be made to each employee qualifying for taxi authority for each additional aircraft type.
- Aircraft type is defined as follows:
 1. A319/A320/321
 2. A330/A340
 3. B737
 4. B767
 5. B777
 6. ERJ 175/190
 7. B787
- The above referenced payments are applicable on a one (1) time basis at the time of the original qualification. Situations requiring refresher/update training will not attract further payments.

Signed this 1st day of July 2009 .

FOR AIR CANADA

FOR TRANSPORTATION DISTRICT 140

Denis Boucher

Mike Ambler

**Letter of Understanding No. 21 –
Scheduled Arbitration**

In order to "expedite" the handling of appeal situations of employee suspensions pending discharge, and in conjunction with the conditions of Article 18, the following is agreed to:

- L21.01 The parties will mutually agree to the selection four (4) Arbitrators on a year to year basis (June to June).
- L21.02 Four (4) sets of two consecutive days will be pre-scheduled with each of these arbitrators, one set per quarter each year.
- L21.03 Arbitrator selection will include one (1) from Western Canada, two (2) from Toronto, and one from Montreal.
- L21.04 The Manager, Labour Relations and the General Chairperson will jointly prepare and submit to the arbitrator a statement of agreed to facts one (1) week prior to the arbitration date.
- L21.05 The Company and the Union commit to advance preparation and a consolidated approach to such arbitrations and agree to make every effort to streamline the presentations (witnesses, jurisprudence, argument) to the Arbitrator without compromising their respective positions.
- L21.06 Where an agreed to date(s) cannot be utilized, it will be made available for other arbitrations in accordance with Article 18 or Letter of Understanding No. 8.
- L21.07 This Letter of Understanding may be cancelled upon written advice by the Company or District Lodge 140.

Signed this 20th day of July 1999.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

T.W. RABY

J. COLLER

**LETTER OF UNDERSTANDING NO. 22 –
PENSION AGREEMENT**

During the 1999 contract negotiations, the Company and the Union agreed to have the rules of the Air Canada Pension Plan – Canada, as it relates to an "IAMAW employee", amended to provide the following effective for retirements, terminations of service or deaths in service occurring after June 13, 1999.

IMPROVED BENEFIT FORMULA:

The rules of the Air Canada Pension Plan will be amended to provide an "IAMAW employee" with a benefit formula that will be increased from 1.5%/2% to 1.75%/2% in respect of allowable service after January 1, 1966. All sections of the plan text wherever reference is made to 1.5% should be amended by replacing 1.5% by 1.75%. These are sections 6.1 dealing with normal retirement pension, section 6.3 dealing with disability retirement pension and section 7.1 dealing with the higher pension to age 65 option. In section 7.1 a), the reference to 1/2% should also be replaced by 1/4%.

INCREASED EMPLOYEE CONTRIBUTIONS:

Employee contributions under section 4.1 of the rules of the Air Canada Pension Plan – Canada, will be increased to 5.25% on his pensionable earnings up to his year's maximum pensionable earnings and 6% on that part of his compensation in excess thereof. This contribution rate will be used as a basis for the recognition of any period of allowable service applied for by the employee on or after August 1, 1999.

MAXIMUM ANNUAL COMPENSATION:

The maximum annual compensation for an IAMAW employee is increased as follows:

Effective July 20th, 1999: \$70,000.00

Effective June 23, 2003: \$82,000.00

Signed this 1st day of July 2003.

FOR AIR CANADA

**FOR INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS**

K.P. SMITH

J. COLLIER

**LETTER OF UNDERSTANDING NO. 23 –
UNASSIGNED**

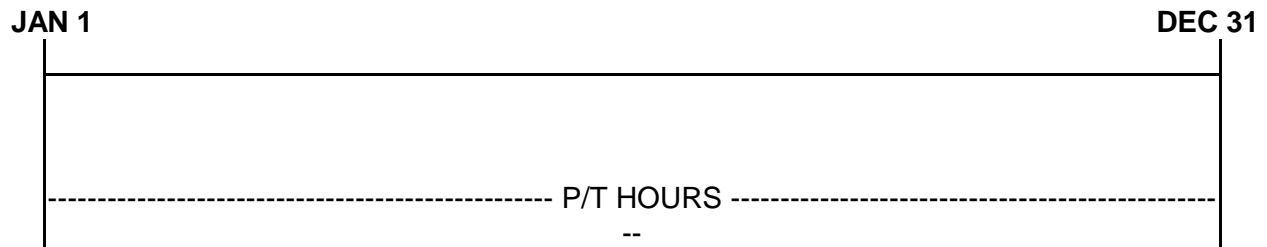
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**LETTER OF UNDERSTANDING NO. 24 –
PART-TIME VACATION CHARTS**

EXAMPLE #1

**SVC DATE: APRIL 15, 1987
VAC ENT: 14 CAL DAYS**

**P/T – JANUARY 1, 1988 – DECEMBER 31, 1988
P/T TO F/T – JANUARY 1, 1989**



P/T HOURS = 20 HRS/WK X 52 WEEKS = 1,040

F/T EQUIVALENT MONTHS = $\frac{P/T\ HOURS}{174} = \frac{1,040}{174} = 5.977$

TOTAL F/T EQUIVALENT MONTHS = 5.977 = 6

F/T DAYS W/P

FT MONTHS

= VACATION ENT X 12
= 14 X 6/12
= 7 F/T CAL DAYS W/P

BALANCE OF 7 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN
= >.5 - UP

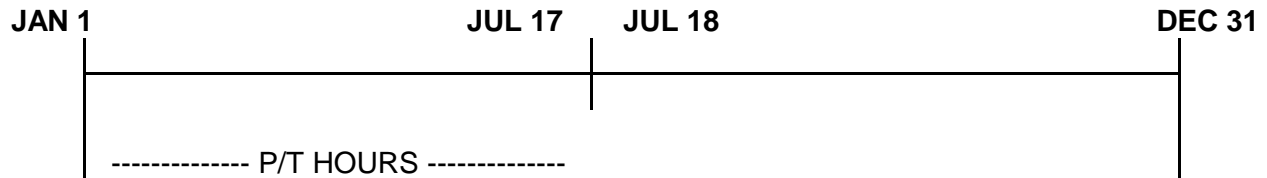
NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

**LETTER OF UNDERSTANDING NO. 24 –
PART-TIME VACATION CHARTS**

EXAMPLE #2

**SVC DATE: APRIL 15, 1987
VAC ENT: 14 CAL DAYS**

**P/T – JANUARY 1, 1988 – JULY 17, 1988
F/T – JULY 18, 1988 – DECEMBER 31, 1988**



IF ANY PORTION OF A MONTH IS WORKED IN FULL-TIME STATUS, IT IS CREDITED AS A FULL-TIME MONTH.

P/T HOURS = JANUARY 1 – JUNE 30 = 480

F/T EQUIVALENT MONTHS = $\frac{\text{P/T HOURS}}{174} = \frac{480}{174} = 2.76$

F/T MONTHS = 6 (JULY – DECEMBER)

TOTAL F/T EQUIVALENT MONTHS = 2.76	= 3
F/T MONTHS	= 6
TOTAL F/T MONTHS	= 9

F/T DAYS W/P

FT MONTHS

= VACATION ENT X 12
= 14 X 9/12
= 11 F/T CAL DAYS W/P

BALANCE OF 3 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN
= >.5 - UP

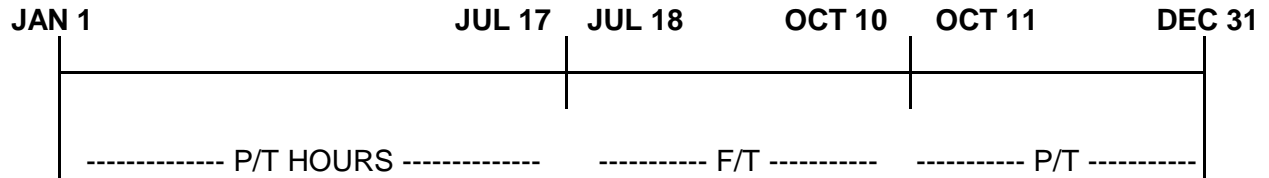
NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

**LETTER OF UNDERSTANDING NO. 24 –
PART-TIME VACATION CHARTS**

EXAMPLE #3

**SVC DATE: APRIL 15, 1987
VAC ENT: 14 CAL DAYS**

**P/T – JANUARY 1, 1988 – JULY 17, 1988
F/T – JULY 18, 1988 – OCTOBER 10, 1988
P/T – OCTOBER 11, 1988 – DECEMBER 31, 1988**



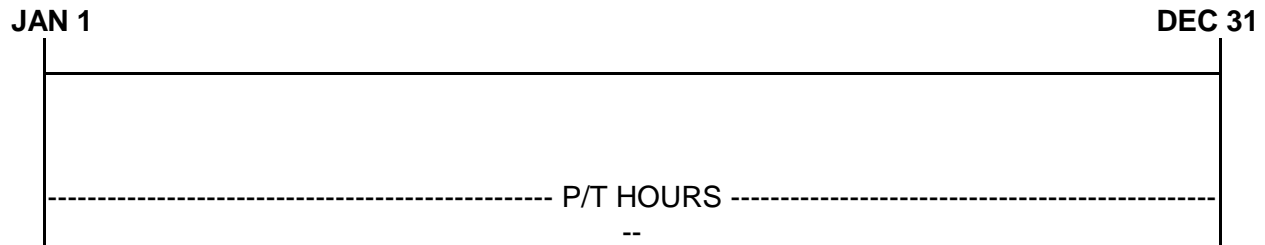
IN THIS EXAMPLE, IT IS ASSUMING THE EMPLOYEE WORKED 20 HOURS PER WEEK AS A PART-TIMER AND THE 1989 VACATION WAS TAKEN IN THE PART-TIME STATUS, THE TOTAL VACATION ENTITLEMENT OF 14 DAYS WOULD BE WITH PAY AND AN ADJUSTMENT WOULD BE HANDLED THROUGH THE VACATION CREDIT ADJUSTMENT PROCESS AS PROVIDED FOR IN THE CANADA LABOUR CODE.

**LETTER OF UNDERSTANDING NO. 24 –
PART-TIME VACATION CHARTS**

EXAMPLE #4

SVC DATE: APRIL 15, 1987
VAC ENT: 14 CAL DAYS

**P/T – JANUARY 1, 1988 – DECEMBER 31, 1988 (8 HRS/WEEK)
VACATION TAKEN IN 1989 AS P/T (20 HRS/WEEK)**



P/T HOURS = 8 HRS/WK X 52 WEEKS = 416

F/T EQUIVALENT MONTHS = $\frac{\text{P/T HOURS}}{174} = \frac{416}{174} = 2.39$

TOTAL F/T EQUIVALENT MONTHS = 2.39 = 2

F/T DAYS W/PFT MONTHS

= VACATION ENT X 12
= 14 X 2/12
= 2 F/T CAL DAYS W/P

TWO (2) FULL-TIME CALENDAR DAYS WITH PAY = 16 F/T CALENDAR HRS W/P

SINCE THE SHIFT DURATION = 4 HRS, THE EMPLOYEE IS ENTITLED TO FOUR (4) PART-TIME CALENDAR DAYS WITH PAY.

BALANCE OF 10 CALENDAR DAYS OF VACATION ENTITLEMENT CAN BE TAKEN WITHOUT PAY AT EMPLOYEE'S OPTION TO BE INDICATED AT THE TIME OF CONVERSION.

NOTE 1: ROUNDING = <.5 - DOWN
= >.5 - UP

NOTE 2: 174 HOURS = 1 FULL-TIME MONTH

**LETTER OF UNDERSTANDING NO. 25
UNASSIGNED**

**LETTER OF UNDERSTANDING NO. 26
RETIREMENT PHASE-IN**

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

1. Employees who are eligible to retire with pension in accordance with the Air Canada Pension Plan or CAIL IAMAW Pension Plan and who wish to participate in the program will request such a change of status to part-time and shall notify the Company. Employees also need to contact Air Canada Pension Services at 1-855-855-0785 option 2 to initiate their intent to retire with pension at the same time.
2. Requests shall be actioned, subject to appropriate vacancies being available and the approval of the Company.
3. An employee accepting the change of status when it is made available and this having been confirmed, shall retire with pension in accordance with the Pension Plan when the change of status is affected.
4. Employees currently enrolled in this program prior to the ratification of the 2012 Collective Agreement shall continue to participate in the program for a maximum of ten (10) years from June 17, 2012, or until they terminate their service with the Company, whichever is the earliest.
5. Employees accepted in this program post June 17, 2012 shall continue in part-time employment and in receipt of pension benefits for a maximum of five (5) years or until they terminate their service with the Company, whichever is the earliest.
6. Notwithstanding anything to the contrary in the Air Canada Pension Plan Rules and Regulations, on receipt of pension benefits, employees shall cease to be active members of the Plan and shall cease to contribute to the Plan or accrue additional allowable service under the Plan. Pension benefits shall be those provided by the Plan at the time the employee retires from full-time status.
7. Employees participating in the Program shall not have the right to change status to full-time employment under any circumstances, or any other provision of the Collective Agreement. Retirement Phase-in positions will be limited to part-time Customer Service Agent, Station Attendant, and Cabin Servicing & Cleaning Attendant. To affect this, the following provisions are modified:
 - a) Article 6 – Employees will not be offered positions in the other status (full-time).
 - b) Article 6 and 7 – employees will not be paid more than the allowable maximum for part-time employment.
 - c) Article 6 – such employees will not be eligible to perform acting/relief assignments in other above basic classifications.

- d) Article 16 – all seniority provisions are applicable at the point only. All such employees are not eligible for promotion or transfer.
- e) For the purpose of staff reductions (lay-off, bumping and recall at the point), retirement phase-in employees in the classifications of part-time Customer Service Agent, part-time Station Attendant and part-time Cabin Servicing & Cleaning Attendant, will be laid off prior to other Customer Service Agents, Station Attendants and Cabin Servicing & Cleaning Attendants.
Retirement phase-in employees not affected by bumping or layoffs either directly or indirectly will not be required to end their employment.
8. Vacation application for part-time retirement phase-in employees will be paid on each pay cheque as per the Canada Labour Code.
- i) Part-time retirement phase-in employees will receive 6% vacation pay on each pay cheque.
 - ii) Vacation entitlements will be taken without pay.
 - iii) Vacation entitlements (without pay) will be in accordance with Articles 13:01 to a maximum of three (3) weeks.
9. In the application of Letter of Understanding No. 1, the following exceptions apply to part-time retirement phase-in employees.
- Group Life Insurance**
Not available to Part-Time Retirement Phase-In Program
- Group Disability Income Plan**
Not available to part-time retirement phase-in employees.
- Supplementary Health Insurance**
Not available to part-time retirement phase-in employees.
- Group Dental Insurance**
Not available to part-time retirement phase-in employees.
10. Travel privileges entitlement will be in accordance with Company Regulations governing retired employees. Employees in the retirement phase in program will continue to accrue service for the sole purpose of establishing priority accrual for travel privileges.
11. Employees participating in this program will retain Company service at retirement and upon change of status, however, no further accrual of Company service may be earned with the exception of priority accrual for travel privileges.

12. In the filling of vacancies through retirement phase-in for the classification of Customer Service Agent – Part-Time, preference will be given firstly to Customer Service Agents and Lead Customer Service Agents, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Customer Service Agent seniority followed by basic classification seniority.

13. In the filling of vacancies through retirement phase-in for the classification of Cabin Servicing & Cleaning Attendants – Part-Time, preference will be given firstly to Cabin Servicing & Cleaning Attendants and Lead Cabin Servicing & Cleaning Attendants, and secondly to other classifications (e.g.: Station Attendant). The sequencing of seniority will be prioritized in the order of previous Cabin Servicing & Cleaning Attendant seniority followed by other basic classification seniority.

14. In the filling of vacancies through retirement phase-in for the classification of Station Attendant – Part-Time, preference will be given firstly to Station Attendants, and Lead Station Attendants, and secondly to other classifications (e.g.: Customer Service Agent). The sequencing of seniority will be prioritized in the order of previous Station Attendant seniority followed by other basic classification seniority.

NOTE: Employees filling the above referenced positions in points 12, 13 and 14 through retirement phase-in shall continue to have their former seniority recognized for the purpose of work schedule and vacation selection.

FOR AIR CANADA



John Beveridge
Director, Labour Relations

FOR TRANSPORTATION DISTRICT 140



Mike Ambler
General Chairperson - Western Region

LETTER OF UNDERSTANDING No. 27
UNASSIGNED

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LETTER OF UNDERSTANDING NO. 28**SPLITTING OF CATEGORY 23**

The purpose of this committee is to determine the process for splitting Category 23 in the departments of Ground Support Equipment (GSE), Aircraft Support Equipment (ASE), Corporate Real Estate (CRE).

This committee will comprise of members of both management and Union from each of the departments from the main stations of YYZ, YUL, YVR and will consult with those in YWG, YYC, YHZ as to their needs. They will also assign category numbers to each of the identified categories i.e. cat 23 will comprise mechanics of an automotive nature, category X will comprise of those in the trade group of millwright, category Y will comprise of those in the trade of HVAC.

GSE for example could comprise of those in the trade of automotive mechanics, ASE could comprise of those in the trade of automotive mechanics, CRE could comprise of those in the trades of automotive mechanics, millwrights, HVAC. Final determination of what trades are required in each business unit is an exclusive function of the Company.

The committee's mandate will be to come with a recommendation that deals with the category split, and any ancillary issues within 90 days of the arbitrator's award.

Failing a decision from the committee the outstanding issues will be given to the third level consisting of Labour Relations and District 140 for a final decision.

The Company will give due consideration to the recommendations of the committee however final determination resides exclusively with the Company.

John Beveridge
Director, Labour Relations

MEMORANDUM No. 1
Transfers in Categories 1, 4, 19 & 38

1. Conditions of Employment:

- A) All employees hired or transferring into Categories 1, 19 & 38 must have completed a training program that is approved or acceptable or have documented proof from Transport Canada that they are eligible to obtain a Transport Canada Aircraft Maintenance Engineer (AME) license.
- B) All employees hired or transferring into Categories 1, 19 and 38 are required to acquire and retain a suitably rated AME license in order to be classified as an Aircraft Technician (AT). In addition, employees hired below the level of AT must obtain the suitably rated Transport Canada AME no later than twelve (12) months from the time the employee meets the Transport Canada experience requirements for obtaining the license.
- C) Employees providing proof of having obtained their AME license will be assigned to the first available Endorsement Course consistent with the application of Appendix to Letter of Understanding (LOU) 9, within one (1) year from the date of receipt/confirmation from Technical Training. Aircraft Technicians, who are not assigned within one (1) year from the date of confirmation, will be migrated to the appropriate Licensed Aircraft Technician (LAT) rate of pay.
- D) Failure to obtain and retain the required ACA/AME license as mentioned in the above may result in termination or reclassification to a non-technical category providing a position is available.
- E) This will confirm that should an employee not be successful in obtaining an AME/ACA, the Company agrees that prior to terminating an employee, should the Company have any vacancies they will meet with the Union in order to determine if there is a possibility to reclassify the employee to a non-technical category.

Should there be no vacancies at the time of the discussions; the parties will meet to discuss the possibility of identifying a category for which the employee may be suited for. Should the parties agree on a category the employee will be placed at the bottom of the appropriate recall list for future employment.

NOTE: Employees hired prior to June 29, 2001 have acquired grandfather rights and therefore are exempt from the licensing requirements.

2. TRANSFERS IN CATEGORIES 1, 19 & 38

- 1) To be eligible for consideration for transfer from one station to another: Lead Licensed Aircraft Technicians (LLAT) or Licensed Aircraft Technicians (LAT) must hold, as a minimum, (1) ACA on an aircraft type maintained at that particular station.

AT's who hold recall rights, transfers for AT's hired prior to June 29, 2001 will be actioned subject to operational requirements.

NOTE: The Company commits that such requests will not be unreasonably withheld.

In the event there are no eligible applicants to the Promotional Bulletin and/or transfers on file, the following shall apply:

In the case of LLATs and LAT's, the junior employee in the appropriate category/classification holding an endorsement on at least one (1) type aircraft applicable to the point, shall be assigned from the following locations:

- A) Stations in the Provinces of British Columbia, Alberta, Saskatchewan and Manitoba – Vancouver, Calgary and Winnipeg.
- B) Stations in the Province of Ontario (except Ottawa) – Toronto.
- C) Stations in the Province of Quebec (as well as Ottawa) – Dorval.
- D) Stations in the Provinces of Prince Edward Island, Nova Scotia, New Brunswick and Newfoundland – Halifax.

NOTE: The Company will make an effort to hire locally prior to assigning an employee to a location.

- 2) At the time a vacancy occurs, to be eligible for consideration for transfer from one work location to another within a station LLATs or LATs, must:
- A) Where the work location handles one (1) type aircraft, hold an endorsement on that specific type aircraft.
 - B) Where the work location handles two (2) types of aircraft, hold endorsements on at least one (1) specific type aircraft.
 - C) Where the work location handles more than two (2) types of aircraft, as a minimum, hold endorsements on one (1) of the types involved, the specific type being determined each time a vacancy occurs with a view to maintaining balanced endorsement coverage. As an example, the Line Maintenance Hangar at Dorval handles all types of aircraft in

D) the hangar and/or on the ramp. Under these circumstances, licensed staff must be established and maintained on such a basis that the endorsements held collectively by these employees provide the proper distribution of endorsements on each shift in light of the work requirements generated by each type aircraft. This will have to be reviewed each time a vacancy occurs in order to determine the one (1) specific endorsement needed at that particular time to maintain balanced endorsement coverage. The various factors involved in making this determination are to be discussed with the Union prior to processing the steps necessary to fill the vacancy.

3. Bumping in a Licensed Classification

To be eligible to bump into another station in a licensed classification consistent with his seniority, an employee must:

In the case of LLAT and LAT, hold at least one (1) endorsement applicable to the station to which electing to bump.

4. Retention of Licensed Classification

- A) An employee must be able to meet the basic requirements outlined in Item 1.
- B) An employee, who holds endorsements for only the minimum type aircraft, and fails to pass an ACA Endorsement, will be permitted to retain licensed classification status only if a sufficient number of other endorsed personnel are available to fulfil the Company's operational requirements.
- C) An employee, holding one (1) endorsement that loses one's ACA by virtue of discontinuance of type aircraft, will retain licensed classification status pending assignment to an endorsement course. Retention of such status is dependent upon successful completion of the endorsement course. In the event of a failure, licensed classification status will be retained for a maximum of ninety (90) days following completion of the endorsement course.

MEMORANDUM OF AGREEMENT NO. 2
UNASSIGNED

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**MEMORANDUM OF AGREEMENT NO. 3 –
COLLECTIVE AGREEMENT REVIEW STEERING COMMITTEE**

1. A Committee shall be formed to review and consolidate the Collective Agreement, including such ancillary agreements as side letters, MOAs, LOUs, and UMCM minutes. The Committee shall not discuss any substantive changes to the Collective Agreement.

2. The Committee will be composed of:
 - i) a minimum of two Company representatives, one of which will be a Director of Labour Relations or Manager of Labour Relations; and
 - ii) a maximum of four Union representatives, one of which will be the Chair of the Negotiations Committee or an equivalent.
 - iii) The Union and the Company representatives will each designate a co-chair of the Committee.

3. Beginning October 1, 2009, the Committee will meet quarterly for a minimum of one week for the duration of the renewed collective agreement to resolve the following issues or complete the following tasks:
 - a) LOU No. 11 (recall and bumping joint restructuring committee, “one category” document);
 - ii) LOU 14 (Quality Assurance);
 - iii) Review of Union “White Book” for the purpose of determining which ancillary agreements should be consolidated with the Collective Agreement;
 - iv) Appendix XXII (Official Languages);
 - v) Any other matter mutually agreed upon.

4. The Committee co-chairs may designate tasks to sub-committees with subject-matter experts, as they jointly deem necessary.

Memorandum No. 4 – Compressed Work Week

The administrative detail and criteria for implementation of a compressed work week is as follows.

Full introduction of a compressed work week appears to be very limited due to the difficulty in productively utilizing shift overlap.

However, three (3) variations of a compressed work week have been identified for possible partial implementation as follows.

1. 4/4 – for employees covered by Article 10.01.01 A) ten (10) hour and forty (40) minute day (10.66) or eleven (11) hour ten (10) minute day (11.16 hours) for employees covered by Article 10.01.01 B), equivalent to a 6/3 type work schedule.
2. 4/3 – for employees covered by Article 10.01.01 A) nine (9) hour twenty (20) minute day (9.33) or nine (9) hour fifty (50) minute day (9.83 hours), for employees covered by Article 10.01.01 B), equivalent to a 6/3 type work schedule.
3. 4/3 – for employees covered by Article 10.01.01 A) ten (10) hour day or ten (10) hour thirty (30) minute day (10.50 hours), for employees covered by Article 10.01.01 B), equivalent to a 5/2 type work schedule.

NOTE: For employees covered by 10.01.01 B) the above variations include a one half hour unpaid meal period.

The criteria covering possible implementation of such schedules will be as follows.

- (a) No additional manpower which is not offset by an equivalent reduction in costs;
- (b) No increase in costs which is not offset by an equivalent savings in manpower;
- (c) Subject to local agreement (employees, Union and local management);
- (d) Agreement at a subsequent Second Level meeting;
- (e) Approval of Corporate Labour Relations and District Lodge 140;
- (f) Ability to discontinue at the request of either party;
- (g) Prior commitment by the Company and Union to make a joint submission to Labour Canada to request withdrawal of the Permit in the event either party wishes to discontinue a compressed work week;

- (h) Subject to (d), (e) and (g) above, the Company and the Union, to make a joint submission to Labour Canada for the issuance of a Permit at which time the approved schedule may be implemented.

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
10.01.01	<p>- Scheduled hours must be 1,946 for employees covered by Article 10.01.01 A) or 2037 hours for employees covered by Article 10.01.01 B) per annum.</p> <p>The standard working day for employees covered by Article 10.01.01 A) shall be 10.66 consecutive hours (ten (10) hours forty (40) minutes) or 11.16 consecutive hours [eleven (11) hours ten (10) minutes] for employees covered by Article 10.01.01 B), including a one half hour unpaid meal period. Only time worked in excess of the standard day, except in the case of rotation of shifts, shall be credited as overtime, subject to the provisions of Article 12.</p> <p>NOTE: For the purpose of overtime calculations, the working day shall be the twenty-four (24) hour period following the start of a regularly scheduled shift. Days off, Statutory and other authorized holidays shall be calculated on a similar basis using the starting time of the preceding regularly scheduled shift. It will be noted that the last day of a group of consecutive days off shall terminate at the start of the next regularly scheduled shift.</p>	<p>be 1,946 for employees covered by Article 10.01.01 A) or 2,037 hours for employees covered by Article 10.01.01 B) per annum</p> <p>Nine (9) hours and twenty (20) minutes for employees covered by Article 10.01.01 A) or nine (9) hours fifty (50) minutes for employees covered by Article 10.01.01 B)</p> <p>Same</p>	<p>2,080 for employees covered by Article 10.01.01 A) or 2,210 hours for employees covered by Article 10.01.01 B) per annum</p> <p>Ten (10) hours for employees covered by Article 10.01.01 A) or ten (10) hours thirty (30) minutes for employees covered by Article 10.01.01 B)</p> <p>Same</p>
10.01.05	<p>- The sixteen (16) consecutive hours shall be 21.33 consecutive hours [twenty-one (21) hours twenty (20) minutes].</p> <p>NOTE 1: Due to the length of the day, double shifts will be prohibited.</p> <p>NOTE 2: Under circumstances where employees on 5/2 or 6/3 type work schedules work overtime on a compressed work week schedule, the application of 10.01.05 will be based upon 18.66 consecutive hours (eighteen (18) hours forty (40) minutes).</p>	<p>18.66 consecutive hours (eighteen (18) hours forty (40) minutes)</p> <p>Same</p> <p>17.33 consecutive hours (seventeen (17) hours twenty (20) minutes)</p>	<p>Twenty (20) consecutive hours</p> <p>Same</p> <p>Eighteen (18) consecutive hours</p>

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
10.01.06	- Although not applicable to employee requests on commencement or termination, the principle of Article 10.01.06 will apply to changes from one cycle to another within a compressed work week schedule (i.e., 4/4; 4/3) and to 5/2 – 6/3 type work schedule employees providing relief. Under these circumstances, time worked will be credited at straight time for the first two (2) days: Time and one-half for third and consecutive days.	Same	Same
10.02.01	<p><u>Overtime/Undertime</u></p> <p><u>Overtime</u></p> <p>- RDO - time and one-half.</p> <p>- Working day – time and one-half</p> <p>NOTE: Due to the length of the day, double shifts will be prohibited.</p>	Same	Same
10.02.06	- Recall credits will be limited to the minimums outlined.	Same	Same
10.02.09	- Employees are limited to a maximum of a sixteen (16) hour workday	Same	Same
	<p><u>Undertime</u></p> <p>- All undertime to be deducted at the number of hours the employee was scheduled to work for each working day lost in the pay period (e.g., <u>absence, sick, time off for Union business, off-duty status, on strike/lockout</u>) multiplied by the hourly equivalent. Where the total amount to be debited exceeds an employee's bi-weekly pay, the "excess" will be carried forward to the next pay period and debited accordingly.</p> <p>- An employee either going on to or returning from "Leave of Absence Without Pay Account GDIP" will have his bi-weekly pay reduced by the number of scheduled hours not worked within a pay period by the shift duration</p> <p>- <u>Disciplinary Suspensions Without Pay</u></p> <p>Deducted for each work day lost in the pay period on the basis of the scheduled daily hours multiplied by the hourly equivalent. However, the number of hours involved in such a suspension will be adjusted in an effort to maintain an equitable relationship with suspensions on a 5/2 type work schedule.</p> <p><u>Example:</u> Hours involved in a three (3) day Suspension Without Pay for an employee working a 5/2 type work schedule is:</p> <p>3 days @ 8 hours = 24 hours</p>	Same	Same

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
10.07	<p>Therefore, the number of hours involved in an equivalent suspension of an employee working a 4/4 compressed work week (equivalent to 6/3) will be accomplished as follows:</p> <p>The 24 hour suspension without pay will be applied over two (2) working days, i.e., first two (2) days @ ten (10) hours forty (40) minutes per day with the remaining two (2) hours forty (40) minutes being applied on the third working day. Therefore, the employee will be required to work eight (8) hours on that day.</p> <p>Probationers (either term or permanent) excluded from a compressed work week except where an entire classification in a work location is working a compressed work week.</p> <p><u>Training</u></p> <p>No training in conjunction with a shift.</p> <p>Training on a regular day off will not exceed the number of hours normally scheduled on a regular workday</p>	<p>Two (2) days</p> <p>Five (5) hours and twenty (20) minutes</p> <p>Four (4) hours</p> <p>Same</p> <p>Same</p> <p>Same</p>	<p>Two (2) days</p> <p>Four (4) hours</p> <p>Six (6) hours</p> <p>Same</p> <p>Same</p> <p>Same</p>
10.07.01	<p>Special training taken on RDO's – minimums of four (4) and eight (8) hours will be five (5) hours twenty (20) minutes and ten (10) hours forty (40) minutes respectively.</p> <p>Shift trades – only applicable on an R.D.O. and limited to one shift per day and no more than two (2) of a group of days off.</p>	<p>Four (4) hours forty (40) minutes and nine (9) hours twenty (20) minutes</p> <p>Same</p>	<p>Five (5) hours and ten (10) hours</p> <p>Same</p>
12.01	<p><u>Statutory Holidays</u></p> <p>Statutory Holiday, Statutory Holidays will not apply.</p>	<p>Same</p>	<p>As per Agreement</p>

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
12.02	- Not applicable	Not applicable	As per Agreement - No re-assignment twelve (12) hour credit - Reassigned, no credit - Reassigned/works reassigned day, credited at time and one-half (1 1/2) for time worked during regularly scheduled hours of shift
13.01	<u>Vacations</u> <u>Entitlements</u> 1 week = 4 working days 2 weeks = 8 working days 3 weeks = 12 working days 4 weeks = 16 working days 5 weeks = 19 working days	1 week = 4 working days 2 weeks = 8 working days 3 weeks = 12 working days 4 weeks = 16 working days 5 weeks = 20 working days	Same as 4/3 (6/3 type)
13.04	<u>Split Vacations</u> See Article 13.10 for establishing applicable vacation entitlement under circumstances where - Part taken on 5/2 or 6/3 type work schedule and assigned to compressed work week schedule. - Part taken on compressed work week schedule and employee assigned to 5/2 or 6/3 type work schedule. Where a compressed work week is implemented, employees on a 5/2 or 6/3 type work schedule will be required to provide relief (e.g., vacation, illness, time off for Union business) and vice versa. This will apply to basic and above basic classifications.	Same Same	Same as 4/3 (6/3 type) Same

AGREEMENT REFERENCE IF ANY	4/4 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 6/3 TYPE SCHEDULE)	4/3 WORK SCHEDULE (EQUIVALENT TO 5/2 TYPE SCHEDULE)
	<p>In the event shift overlap is involved a compressed work week can only be implemented where in the opinion of the Company productive use can be made of the shift overlap. The Company may change the shift overlap to any time which will meet operational requirements.</p>	Same	Same

**COMPRESSED WORK WEEK
CALCULATION CHART - DISCIPLINARY SUSPENSION DURATION**

<u>5/2 WORK SCHEDULE</u>			<u>4/4 WORK SCHEDULE (EQUIV. TO 6/3)</u>		<u>4/3 WORK SCHEDULE (EQUIV. TO 6/3)</u>		<u>4/3 WORK SCHEDULE (EQUIV. TO 5/2)</u>	
<u>SUSPENSION DAYS</u>	<u>HOURS DEDUCTED</u>	<u>TOTAL</u>	<u>HOURS DEDUCTED</u>	<u>TOTAL</u>	<u>HOURS DEDUCTED</u>	<u>TOTAL</u>	<u>HOURS DEDUCTED</u>	<u>TOTAL</u>
ONE	7:30 or 8.00	7:30 or 8.0	10.10 or 10.40	10.1 or 10.4	8.50 or 9.20	8.5 or 9.2	9.30 or 10.00	9.30 or 10.0
TWO	7:30 or 8.00	15.0 or 16.0	10.10 or 10.40	20.2 or 21.2	8.50 or 9.20	17.0 or 18.4	9.30 or 10.00	18.6 or 20.0
THREE	7:30 or 8.00	22.5 or 24.0	10.10 or 10.40	30.3 or 32.0	8.50 or 9.20	25.5 or 28.0	9.30 or 10.00	27.9 or 30.0
FOUR	7:30 or 8.00	30.0 or 32.0	10.10 or 10.40	40.4 or 42.4	8.50 or 9.20	34.0 or 37.2	9.30 or 10.00	37.2 or 40.0
FIVE	7:30 or 8.00	37.5 or 40.0	10.10 or 10.40	50.5 or 53.2	8.50 or 9.20	42.5 or 46.4	9.30 or 10.00	46.5 or 50.0
SIX	7:30 or 8.00	45.0 or 48.0	10.10 or 10.40	60.6 or 64.0	8.50 or 9.20	51.0 or 56.0	9.30 or 10.00	55.8 or 60.0
SEVEN	7:30 or 8.00	52.5 or 55.0	10.10 or 10.40	70.7 or 74.4	8.50 or 9.20	59.5 or 65.2	9.30 or 10.00	65.1 or 70.0
EIGHT	7:30 or 8.00	60.0 or 64.0	10.10 or 10.40	80.8 or 85.2	8.50 or 9.20	68.0 or 74.4	9.30 or 10.00	74.4 or 80.0
NINE	7:30 or 8.00	67.5 or 72.0	10.10 or 10.40	90.9 or 96.0	8.50 or 9.20	76.5 or 84.0	9.30 or 10.00	83.7 or 90.0
TEN	7:30 or 8.00	75.0 or 80.0	10.10 or 10.40	101.0 or 106.4	8.50 or 9.20	85.0 or 93.2	9.30 or 10.00	93.0 or 100.0
ELEVEN	7:30 or 8.00	82.5 or 88.0	10.10 or 10.40	111.1 or 117.2	8.50 or 9.20	93.5 or 102.4	9.30 or 10.00	102.3 or 110.0
TWELVE	7:30 or 8.00	90.0 or 96.0	10.10 or 10.40	121.2 or 128.0	8.50 or 9.20	102.0 or 112.0	9.30 or 10.00	111.6 or 120.0
THIRTEEN	7:30 or 8.00	97.5 or 104.0	10.10 or 10.40	131.3 or 138.4	8.50 or 9.20	110.5 or 121.2	9.30 or 10.00	120.9 or 130.0
FOURTEEN	7:30 or 8.00	105.0 or 112.0	10.10 or 10.40	141.4 or 149.2	8.50 or 9.20	119.0 or 130.4	9.30 or 10.00	130.2 or 140.0
FIFTEEN	7:30 or 8.00	112.5 or 120.0	10.10 or 10.40	151.5 or 160.0	8.50 or 9.20	127.5 or 140.0	9.30 or 10.00	139.5 or 150.0
SIXTEEN	7:30 or 8.00	120.0 or 128.0	10.10 or 10.40	161.6 or 170.4	8.50 or 9.20	136.0 or 149.2	9.30 or 10.00	148.8 or 160.0
SEVENTEEN	7:30 or 8.00	127.5 or 136.0	10.10 or 10.40	171.7 or 181.2	8.50 or 9.20	144.5 or 158.4	9.30 or 10.00	158.1 or 170.0
EIGHTEEN	7:30 or 8.00	135.0 or 144.0	10.10 or 10.40	181.8 or 192.0	8.50 or 9.20	153.0 or 168.0	9.30 or 10.00	167.4 or 180.0
NINETEEN	7:30 or 8.00	142.5 or 152.0	10.10 or 10.40	191.9 or 202.4	8.50 or 9.20	161.5 or 177.2	9.30 or 10.00	176.7 or 190.0
TWENTY	7:30 or 8.00	150.0 or 160.0	10.10 or 10.40	202.0 or 213.2	8.50 or 9.20	170.0 or 186.4	9.30 or 10.00	186.0 or 200.0

VACATION ENTITLEMENT DETERMINATION – STANDARD WORK WEEK AND COMPRESSED WORK WEEK AND VICE VERSA

The method of determining vacation entitlement under circumstances where an employee:

- (a) Earns a vacation entitlement on a 5/2 or 6/3 type work schedule and transfers to a compressed work week (i.e., 4/4 or 4/3 cycle) and has not taken any vacation entitlement, or vice versa,
- (b) Takes a portion of earned vacation in both the compressed work week and 5/2 or 6/3 type work schedule.

With respect to (a) above, employees on a 5/2 or 6/3 type schedule transferring to a compressed work week (4/4 or 4/3 cycle) or vice versa, will be assigned vacations in accordance with the appropriate Vacation Guide Chart.

With respect to (b) above, an employee's vacation entitlement will be determined as follows:

Example 1

An employee with a four (4) week vacation entitlement takes one (1) week vacation on a 6/3 type work schedule and transfers to a 4/4 cycle.

NOTE: Total working day vacation entitlement = 19 days

- (a) - Convert total vacation entitlement into hours (i.e., 19×8 (scheduled hours) = 152 hours).
- (b) - Convert the number of working days of the initial Vacation Period taken into hours (i.e., $6 \times 8 = 48$ hours).
- (c) - Subtract (b) above from (a) above (i.e., $152 - 48 = 104$ hours remaining).
- (d) - Convert remaining vacation hours into working days (i.e., $104 \div 10.66$ (scheduled hours on 4/4 Cycle) = 9.8* Working Days).

***NOTE:** If .5 or more round up, less than .5 round down.

Example 2

An employee with a four (4) week entitlement takes one (1) week vacation on a 4/4 type work schedule and transfers to a 6/3 type work schedule.

NOTE: Total Working Day Vacation Entitlement = 16 days

- (a) - Convert total Vacation Entitlement into hours (i.e., 16×10.66 (Scheduled Hours) = 170.6 hours).

- (b) - Convert the number of working days of the initial vacation period taken into hours (i.e., $4 \times 10.66 = 42.6$ hours).
- (c) - Subtract (b) above from (a) above (i.e., $170.6 - 42.6 = 128.9$ hours remaining).
- (d) - Convert remaining vacation hours into working day (i.e., $128.9 \div 8$ (scheduled hours on 6/3 Cycle) = 16.0^* working days).

***NOTE:** If .5 or more round up, less than .5 round down.

4/3 (COMPRESSED WORK WEEK) VACATION CHART

	FIVE WEEKS																																		
	FOUR WEEKS																																		
	ONE WEEK							TWO WEEKS							THREE WEEKS																				
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
4 X 3 WORKING DAYS	1	2	3	4	X	X	X	5	6	7	8	X	X	X	9	10	11	12	X	X	X	13	14	15	16	X	X	X	17	18	19	20	X	X	X

EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

<u>1. Two weeks (Split 1-1 weeks)</u>		<u>6. Four Weeks (Split 1-2-1 weeks)</u>		<u>11. Four Weeks (Split 1-1-1-1 weeks)</u>		<u>16. Five Weeks (Split 3-1-1 weeks)</u>	
One week – 4 working days Last period – 4 working days TOTAL - 8 working days		One week – 4 working days Two weeks – 8 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days One week – 4 working days One week – 4 working days Last period – 4 working days TOTAL - 16 working days		Three weeks – 12 working days One week – 4 working days Last period – 4 working days TOTAL - 20 working days	
<u>2. Three weeks (Split 2-1 weeks)</u>		<u>7. Four weeks (Split 2-1-1 weeks)</u>		<u>12. Five weeks (Split 1-2-2 weeks)</u>		<u>17. Five weeks (Split 2-3 weeks)</u>	
Two weeks – 8 working days Last period – 4 working days TOTAL - 12 working days		Two weeks – 8 working days One week – 4 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days Two weeks – 8 working days Last period – 8 working days TOTAL - 20 working days		Two weeks – 8 working days Last period – 12 working days TOTAL - 20 working days	
<u>3. Three weeks (Split 1-2 weeks)</u>		<u>8. Four weeks (Split 2-2 weeks)</u>		<u>13. Five weeks (Split 2-1-2 weeks)</u>		<u>18. Five weeks (Split 3-2 weeks)</u>	
One week – 4 working days Last period – 8 working days TOTAL - 12 working days		Two weeks – 8 working days Last period – 8 working days TOTAL - 16 working days		Two weeks – 8 working days One week – 4 working days Last period – 8 working days TOTAL - 20 working days		Three weeks – 12 working days Last period – 8 working days TOTAL - 20 working days	
<u>4. Three weeks (Split 1-1-1 weeks)</u>		<u>9. Four weeks (Split 1-3 weeks)</u>		<u>14. Five weeks (Split 2-2-1 week)</u>		<u>19. Five weeks (Split 1-4 weeks)</u>	
One week – 4 working days One week – 4 working days Last period – 4 working days TOTAL - 12 working days		One week – 4 working days Last period – 12 working days TOTAL - 16 working days		Two weeks – 8 working days Two weeks – 8 working days Last period – 4 working days TOTAL - 20 working days		One week – 4 working days Last period – 16 working days TOTAL - 20 working days	
<u>5. Four weeks (Split 1-1-2 weeks)</u>		<u>10. Four weeks (Split 3-1 weeks)</u>		<u>15. Five weeks (Split 1-1-3 week)</u>		<u>20. Five weeks (Split 4-1 weeks)</u>	
One week – 4 working days One week – 4 working days Last period – 8 working days TOTAL - 16 working days		Three weeks – 12 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days One week – 4 working days Last period – 12 working days TOTAL - 20 working days		Four weeks – 16 working days Last period – 4 working days TOTAL - 20 working days	

4/3 (COMPRESSED WORK WEEK) VACATION CHART21. Five weeks (Split 2-1-1-1 weeks)

Two weeks – 8 working days
 One week – 4 working days
 One week – 4 working days
 Last period – 4 working days
 TOTAL - 20 working days

22. Five weeks (Split 1-2-1-1 weeks)

One week – 4 working days
 Two weeks – 8 working days
 One week – 4 working days
 Last period – 4 working days
 TOTAL - 20 working days

23. Five weeks (Split 1-1-2-1 weeks)

One week – 4 working days
 One week – 4 working days
 Two weeks – 8 working days
 Last period – 4 working days
 TOTAL - 20 working days

24. Five weeks (Split 1-1-1-2 weeks)

One week – 4 working days
 One week – 4 working days
 One week – 4 working days
 Last period – 8 working days
 TOTAL - 20 working days

25. Five weeks (Split 1-1-1-1-1 weeks)

One week – 4 working days
 One week – 4 working days
 One week – 4 working days
 One week – 4 working days
 Last period – 4 working days
 TOTAL - 20 working days

4/4 (COMPRESSED WORK WEEK) VACATION CHART

	FIVE WEEKS																																		
	FOUR WEEKS																																		
	ONE WEEK							TWO WEEKS							THREE WEEKS																				
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
4 X 4 WORKING DAYS	1	2	3	4	X	X	X	X	5	6	7	8	X	X	X	X	9	10	11	12	X	X	X	X	13	14	15	16	X	X	X	X	17	18	19

EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

1. Two weeks (Split 1-1 week)		6. Four weeks (Split 1-2-1 weeks)		11. Four weeks (Split 1-1-1-1 weeks)		16. Five weeks (Split 3-1-1 weeks)	
One week – 4 working days Last period – 4 working days TOTAL - 8 working days		One week – 4 working days Two weeks – 8 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days One week – 4 working days One week – 4 working days Last period – 4 working days TOTAL - 16 working days		Three weeks – 12 working days One week – 4 working days Last period – 3 working days TOTAL - 19 working days	
2. Three weeks (Split 2-1 weeks)		7. Four weeks (Split 2-1-1 weeks)		12. Five weeks (Split 1-2-2 weeks)		17. Five weeks (Split 2-3 weeks)	
Two weeks – 8 working days Last period – 4 working days TOTAL - 12 working days		Two weeks – 8 working days One week – 4 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days Two weeks – 8 working days Last period – 7 working days TOTAL - 19 working days		Two weeks – 8 working days Last period – 11 working days TOTAL - 19 working days	
3. Three weeks (Split 1-2 weeks)		8. Four weeks (Split 2-2 weeks)		13. Five weeks (Split 2-1-2 weeks)		18. Five weeks (Split 3-2 weeks)	
One week – 4 working days Last period – 8 working days TOTAL - 12 working days		Two weeks – 8 working days Last period – 8 working days TOTAL - 16 working days		Two weeks – 8 working days One week – 4 working days Last period – 7 working days TOTAL - 19 working days		Three weeks – 12 working days Last period – 7 working days TOTAL - 19 working days	
4. Three weeks (Split 1-1-1 weeks)		9. Four weeks (Split 1-3 weeks)		14. Five weeks (Split 2-2-1 weeks)		19. Five weeks (Split 1-4 weeks)	
One week – 4 working days One week – 4 working days Last period – 4 working days TOTAL - 12 working days		One week – 4 working days Last period – 12 working days TOTAL - 16 working days		Two weeks – 8 working days Two weeks – 8 working days Last period – 3 working days TOTAL - 19 working days		One week – 4 working days Last period – 15 working days TOTAL - 19 working days	
5. Four weeks (Split 1-1-2 weeks)		10. Four weeks (Split 3-1 weeks)		15. Five weeks (Split 1-1-3 weeks)		20. Five weeks (Split 4-1 weeks)	
One week – 4 working days One week – 4 working days Last period – 8 working days TOTAL - 16 working days		Three weeks – 12 working days Last period – 4 working days TOTAL - 16 working days		One week – 4 working days One week – 4 working days Last period – 11 working days TOTAL - 19 working days		Four weeks – 16 working days Last period – 3 working days TOTAL - 19 working days	

4/4 (COMPRESSED WORK WEEK) VACATION CHART21. Five weeks (Split 2-1-1-1 weeks)

Two weeks – 8 working days
 One week – 4 working days
 One week – 4 working days
 Last period – 3 working days
 TOTAL - 19 working days

22. Five weeks (Split 1-2-1-1 weeks)

One week – 4 working days
 Two weeks – 8 working days
 One week – 4 working days
 Last period – 3 working days
 TOTAL - 19 working days

23. Five weeks (Split 1-1-2-1 weeks)

One week – 4 working days
 One week – 4 working days
 Two weeks – 8 working days
 Last period – 3 working days
 TOTAL 19 working days

24. Five weeks (Split 1-1-1-2 weeks)

One week – 4 working days
 One week – 4 working days
 One week – 3 working days
 Last period – 8 working days
 TOTAL 19 working days

25. Five weeks (Split 1-1-1-1-1 weeks)

One week – 4 working days
 One week – 4 working days
 One week – 4 working days
 One week – 4 working days
 Last period – 3 working days
 TOTAL 19 working days

MEMORANDUM OF AGREEMENT NO. 5 – 6/3 TYPE WORK SCHEDULE

A 6/3 type work schedule, which includes additional days off in lieu of Statutory Holidays is a work schedule which can be implemented in accordance with Article 10.01.02 at locations for employees providing seven (7) days per week coverage at the request of the Union. Where a work schedule of six (6) days worked and three (3) days off is too stringent to meet the coverage required, equivalent variations thereof (e.g., 4/2, 5/3, 5/2, etc.) are acceptable to the Union.

A 6/3 type schedule will be implemented upon request and as soon as additional personnel can be hired and trained.

Once a 6/3 type work schedule has been implemented, it will remain in effect for a minimum of one (1) year in order to avoid fluctuations in employment, high cost of recruiting and training staff and to provide consistent working conditions for a reasonable period of time. Within the Airport & Cargo Operations Business Unit, such changes may only be made in conjunction with the introduction of a flight schedule.

1. Determination of an Appropriate Employee Group

It is not the intent that the implementation of a 6/3 type work schedule be contingent upon it applying to all employees at a location. In the interest of an efficient utilization of manpower, it is essential that the Company retain the responsibility for the establishment of an appropriate employee group when implementing work schedules. In making such a determination, it is then incumbent on both parties to jointly review all aspects of the situation to arrive at the most acceptable work schedule which will meet the required distribution of staff and cover the work requirements. Although a 6/3 type work schedule may be implemented for the majority of employees at a location, some employees may be required to work a fixed 5/2 work schedule in order to specialize in a particular work function, provide additional coverage on a shift, meet an uneven weekly work requirement, etc.

2. Assignments between 5/2 and 6/3 Type Work Schedules

(a) Short Term

Where Statutory Holidays fall during a short term assignment (e.g., less than thirty (30) days) and an employee is assigned from a standard 5/2 shift or equivalent to a shift having built-in Statutory Holidays (e.g., 6/3 type, etc.), the individual covered by Article 10.01.01 A) will be credited with seven and one half (7.5) hours or for the individual covered by Article 10.01.01 B) eight (8) hours special compensation unless scheduled to receive at least one (1) additional regular day off as a result of such assignment. Where Statutory Holidays fall during a short term

assignment (e.g., less than thirty (30) days) and an employee is assigned from a shift having built-in Statutory Holidays (e.g., 6/3 type) to a standard 5/2 shift or equivalent, the provisions of the Agreement relative to Statutory Holidays will not apply. However, if all employees in a work location in which such an individual is employed are allowed a Statutory Holiday off, the individual will receive the day off and the time record will not be debited.

(b) **Permanent Assignment**

Employees permanently transferring between work schedules will have their Statutory Holidays credited in accordance with the schedule to which they are transferring effective the date of the transfer to the new schedule.

3. **Statutory Holiday Overtime Credits**

Since employees working a 6/3 shift schedule are granted additional days off in lieu of Statutory Holidays identified in Article 12.01, any employee required to work overtime beyond the regularly scheduled hours of the shift on such a day will be credited on a time and one-half basis.

4. **Vacation Entitlements 6/3 Type Work Schedules**

Vacation entitlements for employees on a 6/3 shift cycle who commence vacation after a regular day off will be in accordance with the following chart.

	FIVE WEEKS																																		
	FOUR WEEKS																																		
	THREE WEEKS																																		
	ONE WEEK							TWO WEEKS																											
CALENDAR DAYS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35
6 X 3 WORKING DAYS	1	2	3	4	5	6	X	X	X	7	8	9	10	11	12	X	X	X	13	14	15	16	17	18	X	X	X	19	20	21	22	23	24	X	X

EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

1. Two weeks (Split 1-1 week)

5. Four weeks (Split 1-1-2 weeks)

9. Four weeks (Split 1-3 weeks)

13. Five weeks (Split 2-1-2 weeks)
Five Weeks (Split 3-1-1 weeks)

One week – 6 working days Last period – 5 working days TOTAL - 11 working days	One week – 6 working days One week – 6 working days Last period – 7 working days TOTAL - 19 working days	One week – 6 working days Last period – 13 working days TOTAL - 19 working days	Two weeks – 12 working days One week – 6 working days Last period – 6 working days TOTAL - 24 working days
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2. Three weeks (Split 2-1 weeks)

6. Four weeks (Split 1-2-1 weeks)

10. Four weeks (Split 3-1 weeks)

14. Five weeks (Split 2-2-1 weeks)

Two weeks – 12 working days Last period – 3 working days TOTAL - 15 working days	One week – 6 working days Two weeks – 12 working days Last period – 1 working day TOTAL - 19 working days	Three weeks – 15 working days Last period – 4 working days TOTAL - 19 working days	Two weeks – 12 working days Two weeks – 11 working days Last period – 1 working day TOTAL - 24 working days
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3. Three weeks (Split 1-2 weeks)

7. Four weeks (Split 2-1-1 weeks)

11. Four weeks (Split 1-1-1-1 weeks)

15. Five weeks (Split 1-1-3 weeks)

One week – 6 working days Last period – 9 working days TOTAL - 15 working days	Two weeks – 12 working days One week – 6 working days Last period – 1 working day TOTAL - 19 working days	One week – 6 working days One week – 6 working days One week – 6 working days Last period – 1 working day TOTAL - 19 working days	One week – 6 working days One week – 6 working days Last period – 12 working days TOTAL - 24 working days
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4. Three weeks (Split 1-1-1 weeks)

8. Four weeks (Split 2-2 weeks)

12. Five weeks (Split 1-3-1 weeks)
Five weeks (Split 1-2-2 weeks)

16. Five weeks (Split 2-3 weeks)
Five weeks (Split 3-2 weeks)

One week – 6 working days One week – 6 working days Last period – 3 working days TOTAL - 15 working days	Two weeks – 12 working days Last period – 7 working days TOTAL - 19 working days	One week – 6 working days Two weeks – 12 working days Last period – 6 working days TOTAL - 24 working days	Two weeks – 12 working days Last period – 12 working days TOTAL - 24 working days
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Note: The 6th week of vacation is only available through the Vacation Purchase Program (VPP).

VACATION ENTITLEMENT – FOR 6/3 CYCLE COMMENCING AFTER AN RDO

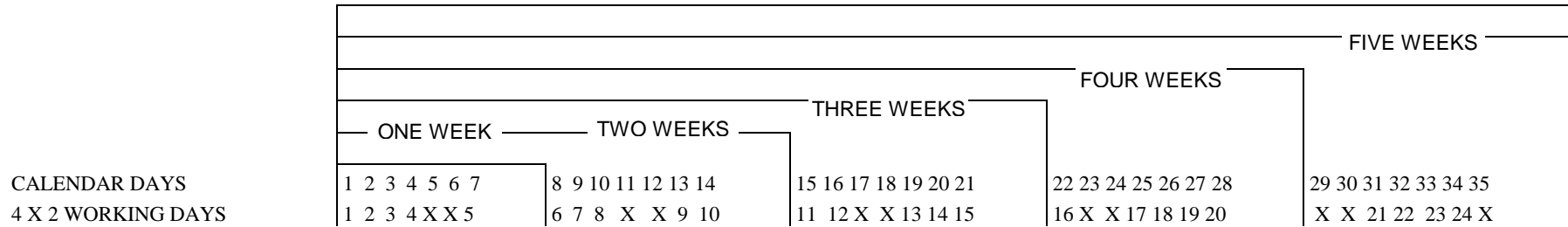
17. Five weeks (Split 1-4 weeks)

One week – 6 working days
Last period – 18 working days
TOTAL - 24 working days

18. Five weeks (Split 4-1 weeks)

Four weeks – 18 working days
Last period – 6 working days
TOTAL - 24 working days

VACATION ENTITLEMENT – FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)



EXAMPLES OF ENTITLEMENTS WHEN VACATIONS ARE SPLIT

1. <u>Two weeks (Split 1-1 week)</u> One week - 4 working days Last period- 6 working days TOTAL - 10 working days	6. <u>Three weeks (Split 1-1-1 weeks)</u> One week 8 working days One week 4 working days Last period 3 working days TOTAL 15 working days	11. <u>Four weeks (Split 2-2 weeks)</u> Two weeks - 12 working days Last period - 8 working days TOTAL - 20 working days	16. <u>Four weeks (Split 1-1-2-1 weeks)</u> One week- 4 working days One week- 4 working days Two weeks- 8 working days Last period- 4 working days TOTAL - 20 working days
2. <u>Three weeks (Split 2-1 weeks)</u> Two weeks- 11 working days Last period- 4 working days TOTAL- 15 working days	7. <u>Four weeks (Split 1-1-2 weeks)</u> One week - 4 working days One week- 4 working days Last period - 12 working days TOTAL - 20 working days	12. <u>Four weeks (Split 1-3 weeks)</u> One week - 4 working days Last period - 16 working days TOTAL - 20 working days	17. <u>Four weeks (Split 1-1-1-2 weeks)</u> One week – 4 working days One week – 4 working days One week – 4 working days Last period – 8 working days TOTAL - 20 working days
3. <u>Three weeks (Split 1-2 weeks)</u> One week - 4 working days Last period - 11 working days TOTAL - 15 working days	8. <u>Four weeks (Split 1-2-1 weeks)</u> One week - 4 working days Two weeks- 12 working days Last period - 4 working days TOTAL - 20 working days	13. <u>Four weeks (Split 3-1 weeks)</u> Three weeks - 16 working days Last period - 4 working days TOTAL - 20 working days	18. <u>Four weeks (Split 1-1-1-1-1 weeks)</u> One week – 4 working days One week – 4 working days One week – 4 working days One week – 4 working days Last period- 4 working days TOTAL - 20 working days
4. <u>Three weeks (Split 1-1-1 weeks)</u> One week - 4 working days One week - 4 working days Last period - 7 working days TOTAL - 15 working days	9. <u>Four weeks (Split 2-1-1 weeks)</u> Two weeks - 12 working days One week - 4 working days Last period - 4 working days TOTAL - 20 working days	14. <u>Four weeks (Split 2-1-1-1 weeks)</u> Two weeks - 8 working days One week - 4 working days One week - 4 working days Last period - 4 working days TOTAL - 20 working days	19. <u>Five weeks (Split 1-2-2 weeks)</u> One week - 4 working days Two weeks - 12 working days Last period 8 working days TOTAL 24 working days
5. <u>Three weeks (Split 1-1-1 weeks)</u> One week - 4 working days One week – 8 working days Last period 3 working days TOTAL - 15 working days	10. <u>Four weeks (Split 2-1-1 weeks)</u> Two weeks 8 working days One week 8 working days Last period 4 working days TOTAL - 20 working days	15. <u>Four weeks (Split 1-2-1-1 weeks)</u> One week - 4 working days Two weeks 8 working days One week - 4 working days Last period 4 working days TOTAL - 20 working days	20. <u>Five weeks (Split 1-3-1 weeks)</u> One week - 4 working days Three weeks – 16 working days Last period 4 working days TOTAL - 24 working days

VACATION ENTITLEMENT – FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)

<p>21. Five weeks (Split 2-1-2 weeks)</p> <p>Two weeks - 12 working days One week - 4 working days Last period - 8 working days TOTAL - 24 working days</p>	<p>26. Five weeks (Split 2-3 weeks)</p> <p>Two weeks - 8 working days Last period - 16 working days TOTAL - 24 working days</p>	<p>31. Five weeks (Split 2-1-2-1 weeks)</p> <p>Two weeks - 8 working days One week - 4 working days Two weeks - 8 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>36. Five weeks (Split 2-1-1-1-1 weeks)</p> <p>Two weeks - 8 working days One week - 4 working days One week - 4 working days One week - 4 working days Last period - 4 working days TOTAL - 24 working days</p>
<p>22. Five weeks (Split 3-1-1 weeks)</p> <p>Three weeks - 16 working days One week - 4 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>27. Five weeks (Split 3-2 weeks)</p> <p>Three weeks - 16 working days Last period - 8 working days TOTAL - 24 working days</p>	<p>32. Five weeks (Split 2-1-1-2 weeks)</p> <p>Two weeks - 8 working days One week - 4 working days One week - 4 working days Last period - 8 working days TOTAL - 24 hours</p>	<p>37. Five weeks (Split 1-2-1-1-1 weeks)</p> <p>One week - 4 working days Two weeks - 8 working days One week - 4 working days One week - 4 working days Last period 4 working days TOTAL - 24 working days</p>
<p>23. Five weeks (Split 2-2-1 weeks)</p> <p>Two weeks - 12 working days Two weeks - 8 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>28. Five weeks (Split 1-4 weeks)</p> <p>One week - 4 working days Last period - 20 working days TOTAL - 24 working days</p>	<p>33. Five weeks (Split 1-2-1-2 weeks)</p> <p>One week - 4 working days Two weeks - 8 working days One week - 4 working days Last period - 8 working days TOTAL - 24 hours</p>	<p>38. Five weeks (Split 1-1-2-1-1 weeks)</p> <p>One week - 4 working days One week - 4 working days Two weeks - 8 working days One week - 4 working days Last period - 4 working days</p>
<p>24. Five weeks (Split 2-2-1 weeks)</p> <p>Two weeks - 8 working days Two weeks - 8 working days Last period - 8 working days TOTAL - 24 working days</p>	<p>29. Five weeks (Split 4-1 weeks)</p> <p>Four weeks - 20 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>34. Five weeks (Split 1-2-2-1 weeks)</p> <p>One week - 4 working days Two weeks - 8 working days Two weeks - 8 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>39. Five weeks (Split 1-1-1-2-1 weeks)</p> <p>One week - 4 working days One week - 4 working days One week - 4 working days Two weeks - 8 working days Last period - 4 working days TOTAL - 24 working days</p>
<p>25. Five weeks (Split 1-1-3 weeks)</p> <p>One week - 4 working days One week - 4 working days Last period 16 working days TOTAL - 24 working days</p>	<p>30. Five weeks (Split 2-2-1-1- weeks)</p> <p>Two weeks - 8 working days Two weeks - 8 working days One week - 4 working days Last period - 4 working days TOTAL - 24 working days</p>	<p>35. Five weeks (Split 1-1-2-2 weeks)</p> <p>One week - 4 working days One week - 4 working days Two weeks - 8 working days Last period - 8 working days TOTAL - 24 working days</p>	<p>40. Five weeks (Split 1-1-1-1-2 weeks)</p> <p>One week - 4 working days One week - 4 working days One week - 4 working days One week - 4 working days Last period - 8 working days TOTAL - 24 working days</p>

VACATION ENTITLEMENT – FOR 4/2 CYCLE COMMENCING AFTER AN RDO (EQUIVALENT TO 6/3 CYCLE)

41. Five weeks (Split 1-1-1-1-1 wks)

One week –4 working days
One week –4 working days
One week –4 working days
One week –4 working days
One week –4 working days
Last period 4 working days
TOTAL – 24 working days

MEMORANDUM OF AGREEMENT NO. 6 –**MITIGATION OF STAFF REDUCTIONS**

During the 1999 contract negotiations, it was agreed that should a staff reduction become necessary during the life of this Agreement, the Company agrees to make the Deferred Payment Leave Plan (e.g., 80/20, 90/10 or other mutually satisfactory application) and Long-Term Leave of Absence Program in effect from previous staff reductions available to mitigate the lay-off.

The Company also agrees to meet with the Union for the purpose of discussing voluntary severance options, or other means mutually agreeable to the parties in an effort to further mitigate the lay-off.

Memorandum No. 7

Hours of Work –Airport Cargo Trainers

The parties recognize the unique environment and business requirements of Airports / Cargo Trainers, including off site work and the regular requirement for business travel.

The standard working week for the Airport / Cargo Trainer classifications shall be forty (40) hours and the standard working day shall be eight (8) consecutive hours. Time worked as a result of instructing activities, including travel, in excess of the standard day shall be credited as overtime, subject to the provisions of this Memorandum. There will not be any overtime credits, unless pre authorized by the Company, allowed for work activities conducted outside of the office/classroom.

For the purpose of overtime calculations, the working day shall be eight (8) hours. Days off, statutory and other authorized holidays shall be calculated on a similar basis. Time allowed as annual vacation shall be considered as time worked.

All travel overtime shall be credited into a Special Time Bank as follows:

1. The Special Time Bank shall be limited to plus one hundred and twenty (+120) and minus forty (-40) hours.
2. The parties recognize that it is expected that all overtime credits will be taken as time off, therefore every effort will be made to avoid the payment of overtime.
3. The use of the Special Time Bank hours shall be mutually agreed to between the Company and the employee, subject to the requirements of the Company.
4. All time credits in excess of the one hundred and twenty (120) hours will be paid in accordance with Article 10.02.03.

Airport / Cargo Trainers

Note: Employees in the Airport / Cargo Trainer Classifications will be assigned to the area where the vacancy exists on the posted Vacancy Notice. In the event of a staff reduction, the provisions of Article 16.14.01 shall apply.

MEMORANDUM NO. 8**PREFERENTIAL BIDDING PROCESS FOR PART-TIME STATION ATTENDANTS
AND PART-TIME CABIN SERVICE CLEANING ATTENDANTS**

The Company and the Union agree to type trial the utilization of a fully automated computerized preferential bidding system. The system will be able to automatically generate work schedules in accordance with seniority, pre-planned absences, training and bid requests. At stations where the Company elects to implement a preferential bid process the following will apply:

- 1 The Union and the Company agree to a preferential bidding system for part-time employees so that each employee is awarded their choice of shifts, days off or other duties specified by the Company in accordance with their seniority as detailed in these scheduling rules.
- 2 Work available for a preferential bid will consist of, but not limited to, vacation, statutory holidays, banked time, training requirements, leaves of absence, additional staff requirements, and core blocks of work.
- 3 Duties and work schedules bid by seniority preference will be posted for bidding purposes. The bid start and end dates for each location will be established by the Company and communicated to the Union and the employees in advance. A posting period of no less than five (5) days shall be considered both the posting and bidding period with PBS.
- 4 PBS will only be made available through personal web access and Company computer terminals located in each location on or before the date the bidding process commences.
- 5 An employee's failure to submit a bid within the established deadline will result in being assigned a schedule in the award as per their PBS default bid. If no default bid exists, a work schedule will be auto-assigned in the employee's actual seniority order.
- 6 The days that a part-time employee is on vacation, time bank day, training or on leave of absence for part of the bid period will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment.

NOTE: Vacation periods within a bid period cannot be altered. Vacation periods that come available must be requested in advance of the upcoming bid period.

- 7 Part-time employees shall select shifts up to thirty-two (32) hours per week.

- 8 No part-time employee shall schedule themselves more than five (5) days within a seven (7) day period.
- 9 At the end of the bidding process work assignments not selected shall be assigned in reverse of order of seniority to eligible employees in accordance with all scheduling rules.
10. PBS will generate, track, and provide each employee with a personalized confirmation for each bid submitted. All bids shall be awarded by seniority. Upon completion of a bid award, an employee's work schedule will be made available electronically.

**MEMORANDUM NO. 9
UNASSIGNED**

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MEMORANDUM NO. 10
ADVANCEMENT TO LICENSED AIRCRAFT TECHNICIAN LEVEL 5

1. The purpose of the MOA is to define the requirements to advance to LAT level 5.
2. The objective of the LAT level 5 is to provide a career path that recognizes the professionalism and value of the Aircraft Maintenance Engineer within Air Canada Maintenance.
3. The initial advancement to LAT level 5 will be based on passing an LOU 4 process. Maintaining LAT level 5 status will be based on passing marks on annual performance and technical readiness evaluations. Evaluations will be made by recognized Team Leaders.
4. Performance
 - a. The Performance evaluation will be recorded on ACF6355 form
 - b. The passing grade will be achieved or higher
 - c. The sections reviewed will be
 - i. Attendance and Punctuality
 - ii. Work Performance
 - iii. Workmanship
 - iv. Attitude
5. Technical readiness
 - a. The Technical readiness checklist will be through an electronic Learning Management System
 - b. Passing grade will be 85% or higher
 - c. Areas of demonstrated technical readiness consist of the items below. Additional criteria may be mutually developed and added to this list.
 - i. Maintenance Control Procedures
 - ii. Safety management System
 - iii. ETOPs handling
 - iv. Maintenance Release
 - v. Maintenance and Technical Records

6. LATs who have not successfully met the requirements during the initial evaluations will be given the opportunity to re-apply 3 months following their initial attempt. A twelve (12) month period will be the standard between assessments. The union will not initiate or proceed with any grievance whatsoever. Evaluations (initial and annual) will be subject to appeal through an Appeal Board comprised of a Union, Management and Independent representative. The decision will be through a 2/3 majority vote. If an employee does not pass the evaluation and does not appeal, he will be eligible for a review in 3 months. If the employee appeals and the decision is upheld, the employee will be eligible for review in 6 months. If the decision is not upheld, the employee will be given retro-active pay.

**APPENDIX TO
MEMORANDUM NO. 10**

ADVANCEMENT TO LICENSED AIRCRAFT TECHNICIAN LEVEL 5

LLAT Transition details and timelines

The number of LLAT's within ACM will be reduced to 35, sixty (60) days following ratification of the Collective Agreement.

The LLAT's will be canvassed by seniority on the open positions. The employees that did not get the LLAT position will bid new work locations by seniority as LAT's, with pay scale red circled until the LAT pay scale reaches that level.

It is understood that if the Company elects to keep more than 35 LLAT's, their pay will remain at the LLAT rate.

Current System Numbers

Category 1 – 79 LLAT's
Category 19 – 5 LLAT's
Category 38 – 29 LLAT's

Total LLAT's – 113

Revised System Numbers

Category 01– 24 LLAT's
 19 – 4 LLAT's
 38 – 7 LLAT's
Category N/A – 35 LLAT's

- Canvass Leads in each category by seniority who want to work 'A' checks and Engine change crews
- Bid new work locations by seniority
- Locations with LLAT's YVR, YYC, YYZ, YUL

LLAT Impact:

- All LLAT's remain in their current work location. Ramp LLAT's begin working as LAT's immediately. No allowance for employee movement during this time frame.
- Displaced LLAT's select new work schedule as LAT (Hold recall to LLAT)
- A total of 35 available LLAT positions to be distributed in each category as outlined above, allocated by seniority to each of the 3 categories
- Canvass existing recall list for preference to remain on the list.

Dated June 27, 2013 in Montreal, Quebec, Canada.

Final – 6 August 2013

MEMORANDUM NO. 11**Cabin Servicing and Cleaning Attendant (CSCA) Trainer**

The company approached the Union to discuss the creation of a Trainer position for the classifications of Lead CSCA and CSCA. The following has been agreed to for the introduction of this classification;

1. A qualifying exam has been developed by the Company and the union which interested candidates must successfully pass in order to qualify for the position of CSCA Trainer.
2. In addition to successfully passing the exam, candidates will be required to participate in an above basic classification Structured Interview in accordance with appendix to LOU #4 of the collective agreement.
3. The parties agree that the selection of successful candidates shall be in accordance with article 16.11.05.
4. The CSCA Trainer position will be addressed to Lead CSCA's, CSCA's and P/T CSCA's who can demonstrate the required knowledge in this area. Secondary consideration will be given to all other qualified members of the collective agreement. Priority of secondary consideration will be within the Airports/Cargo Business Units followed by Technical Services and Logistics and Supply Business Units.
5. Salary will be the same as provided for in the Airport/Cargo Trainer 1 classification.
6. There will be three positions for CSCA Trainer posted after the signing of this memorandum. There will be one position in each of Vancouver, Toronto and Montreal. The position in Montreal will require the candidate to have a level two (2) bilingual qualification at the time of promotion and acquire a level 3 within 12 months of obtaining the position.
7. This classification is considered separate from the Airports/Cargo Trainer I and II classifications.
8. This position is an above basic position and is not subject to the one category bumping provisions. CSCA Trainers will be permitted to exercise their seniority rights should they be subject to staff reductions.
9. The CSCA trainers will not provide classification specific training to other classifications such as SA and CSA.

MEMORANDUM NO. 12

SHIFT SCHEDULES

The parties agree that Articles 10.01.03.01, 10.01.03.01.01, 10.01.03.01.02, 10.01.03.01.03 and 10.01.03.01.04 as well as the Notes in Article 10.01.02 will be inoperative during the life of this MOA and that the shift-scheduling provisions of this MOA will apply.

The shift-scheduling provisions of this MOA apply to employees in airports and cargo but not training instructors, gate planners, BCC/BCR, GSE and weight & balance.

This MOA will be automatically renewed annually at all locations unless written notice is provided of withdrawal at any location. Written notification shall be provided no later than November 1 for the following calendar year and withdrawal shall be effective with the first full work schedule change of the following calendar year. If the union withdraws, Article 10 will apply to that work location and all employees at that work location will forfeit 3 General Holiday days and their Shift Premiums for the full calendar year.

- A. The following shift patterns may be used by the Company in the development of work schedules.

Shift Pattern		<u>Shift Duration</u>	
(Includes equivalent time off)		<u>(Includes paid Meal Period)</u>	
a)	4 days on / 3 days off	=	9 hours and 20 minutes
b)	4 days on / 4 days off	=	10 hours and 40 minutes
c)	6 days on / 3 days off	=	8 hours
d)	4 days on / 2 days off	=	8 hours
(Includes Paid Stats)		(Includes Paid Meal Period)	
a)	4 days on / 3 days off	=	10 hours
b)	4 days on / 4 days off	=	11 hours and 25 minutes
c)	6 days on / 3 days off	=	8.5 hours
d)	4 days on / 2 days off	=	8.5 hours
e)	5 days on / 2 days off	=	8 hours

B. Compression levels in Airport and Cargo locations will be based on historical averages of 2011 for LSA, FT SA, FT CSA, LCSCA, and FT CSCA. The charts in Addendum to MOA #12 identify the applicable compression levels to be utilized.

NOTE 1: The Company may develop the work schedule plus or minus 2% of the 4x4 shift pattern, and plus or minus 2% of the 4x3 shift pattern.

NOTE 2: The shift patterns and corresponding ratios will be utilized unless changes are mutually agreed to by the Company and the Union at the District (HQ) Level.

B. On an annual basis, the Local Shop committee will provide the Company with the employees' preferences for the distribution of the shift patterns by time of day (i.e. AM and PM), and preferences of shift patterns scheduled to various functions. The company will take these preferences into consideration in developing work schedules that meet operational requirements.

C. The work schedule developed by the Company will be provided to the Work Schedule Review Committee (WSRC). The composition of the WSRC and the timeframe for the Work Schedule Review process will be based on the number of active employees at the applicable Airport or Cargo location for which the work schedule is being developed as follows:

- 700 or more active employees – 4 union representatives will be provided three (3) calendar days;
- 400 to 699 active employees – 2 union representatives will be provided three (3) calendar days;
- 61 to 399 active employees – 2 union representatives will be provided two (2) calendar days;
- Up to 60 active employees – 2 union representatives will be provided one (1) four (4) hour day.

D. At the commencement of the WSRC process, the Company will present details of the developed work schedule to the WSRC. The details will include the number of bid lines (operational and relief) and the number of employees eligible to bid a work schedule. Following the presentation of the details of the work schedule, the WSRC may suggest start time adjustments to the work schedule that are no greater than 30 minutes and do not impact operational requirements, coverage, cost, and manageability. If the Company does not accept the proposed adjustments, the WSRC process will commence as scheduled utilizing the shift schedule as presented by the Company. If the WSRC fails to complete the work schedule review process within the deadlines set out above, then the Company will implement its work schedule.

E. The Company commits to maintaining the same methodology of scheduling of relief requirement that it has historically utilized.

For Air Canada

For Transportation District 140

John Beveridge

Director, Labour Relations

Mike Ambler

General Chairperson-Western Region

**ADDENDUM TO MEMORANDUM NO. 12
SHIFT SCHEDULES**

2011 AVG Airports Operational Shifts											
	LSA Compression Ratios				FT SA Compression Ratios				FT CSA Compression Ratios		
	4x3	4x4	% of Compression		4x3	4x4	% of Compression		4x3	4x4	% of Compression
YVR	14%	66%	80%		11%	81%	92%		0%	100%	100%
YYC	14%	55%	69%		13%	55%	68%		0%	100%	100%
YEG	0%	82%	82%		4%	68%	72%		0%	100%	100%
YWG	0%	46%	46%		0%	61%	61%		0%	57%	57%
YYZ	-	-	maximum 30%		-	-	maximum 30%		-	-	maximum 20%
YOW	3%	45%	48%		3%	41%	44%		0%	57%	57%
YUL	-	-	maximum 20%		-	-	maximum 20%		0%	24%	24%
YHZ	4%	52%	56%		6%	57%	63%		0%	100%	100%
YYT	0%	75%	75%		0%	73%	73%		0%	100%	100%
YFC	0%	100%	100%		0%	63%	63%		0%	89%	89%
YQM	0%	100%	100%		0%	62%	62%		0%	100%	100%
YSJ	0%	100%	100%		0%	80%	80%		33%	67%	100%
YYG	0%	100%	100%		0%	79%	79%		33%	67%	100%
YQT	0%	0%	0%		6%	90%	96%		0%	55%	55%
YXE	0%	100%	100%		0%	73%	73%		0%	0%	0%
YXY	0%	0%	0%		0%	0%	0%		-	-	-
YQR	0%	100%	100%		0%	72%	72%		-	-	-
YQB	0%	0%	0%		0%	0%	0%		100%	0%	100%

2011 AVG Cabin Services Operational Shifts							
	LCSCA Compression Ratios				FT CSCA Compression Ratios		
	4x3	4x4	% of Compression		4x3	4x4	% of Compression
YYZ	0%	0%	maximum 20%		0%	0%	maximum 20%
YVR	35%	39%	74%		35%	56%	91%
YUL	0%	25%	25%		0%	34%	34%
YYC	0%	100%	*100%		0%	100%	100%

*** Equals 2012 Levels**

2011 AVG Cargo Operational Shifts										
	LSA Compression Ratios			FT SA Compression Ratios			FT CSA Compression Ratios			
	4x3	4x4	% of Compression	4x3	4x4	% of Compression	4x3	4x4	% of Compression	
YVR	20%	80%	100%	39%	44	83%	17%	52	69%	
YYC	0%	100%	100%	0%	80%	80%	0%	57%	57%	
YEG	0%	100%	100%	20%	80%	100%	0%	100%	100%	
YWG	0%	100%	100%	0%	100%	100%	0%	40%	40%	
YOW	0%	0%	0%	0%	25%	25%	0%	0%	0%	
YHZ	0%	0%	0%	5%	89%	94%	12%	47%	59%	
YYT	0%	0%	0%	0%	86%	86%	0%	67%	67%	
YQR	0%	0%	0%	0%	0%	0%	0%	100%	100%	
YXE	0%	0%	0%	0%	0%	0%	0%	100%	100%	
YQT	0%	0%	0%	0%	0%	0%	0%	0%	0%	

Please note that there are no compressed shifts in
YYZ/YUL/YQB/YFC/YQM/YSJ/YYG/XXY
for Cargo

LCSA	4X3	4X4	% of Compression
YVR	0%	100%	100%
YYC	0%	66%	66%
YEG	0%	100%	100%
YWG	0%	100%	100%
YHZ	33%	67%	100%

No compressed for LCSA in any other stations

**ADDENDUM TO MEMORANDUM NO. 12
SHIFT SCHEDULES**

08 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

**Re : Collective Bargaining 2011 – Staggered Implementation of Compression in
YYZ and YUL**

Dear Mike,

Further to our discussions at the negotiation table on the above subject, the parties agree that the compression levels will be introduced as follows:

YYZ-LSA/SA 24% maximum in 2012, 28% maximum in 2013 and 30% in 2014

YYZ-LCSA/CSA 7% maximum in 2012, 14% maximum in 2013 and 20% maximum in 2014. In the event that the LCSA/CSA employees determine that they do not wish to have compression Air Canada will be entitled to utilize the value of the compression percentage in the LSA/SA classification.

YYZ-LCSCA/CSCA 7% maximum in 2012, 14% maximum in 2013 and 20% maximum in 2014. In the event that the LCSCA/CSCA employees determine that they do not wish to have compression Air Canada will be entitled to utilize the value of the compression percentage in the LSA/SA classification.

YUL-LSA/SA 10% maximum in 2012, 15% maximum in 2013 and 20% in 2014.

Sincerely,

John Beveridge
Director, Labour Relations

MEMORANDUM NO. 13
ACM Trainer per article 4.03, 4.05, 8.03, 8.05

- 1- The parties recognize that structured on the job training provides value for the operation. Successful candidates to the vacancy notice will be expected to remain in the position for the duration stated in the vacancy notice. The ACM Trainer will receive a monthly premium of \$150 per month above their current salary.

The objective is to have individuals who come from the operation and have demonstrated experience, can be available to provide training on short notice at their home base and may, voluntarily on occasion travel to other stations where the knowledge and skills of a particular trainer is required. The position could be exposed to extreme variations in the maintenance operation where potential students due to scheduling may have the need for certain training to be delivered on their shift.

Successful candidates must complete a train the trainer course as well as other software modules as required for development of student handouts and short presentations. Course development and preparation accounts for part of their time. The courses developed and delivered by the trainers are typically of short duration.

- 2- Examples of the expected training to be developed and delivered but not limited to be as follows:

Operation Software:

Trax

Equipment:

Cobra engine change unit
 Tow tractor operation
 Aerial lift operation

Airstairs operation
 Aircraft power-up

Tooling:

Boroscope use
 PMAT use

Loop tester use
 Oxygen cart use

Processes:

Airport Vehicle Operation Permit (AVOP)
 Sub-contract policies & procedures
 Aircraft Towing
 Aircraft fueling

Aircraft Reliability

3. The training provided by the trainers is typically skill based and is comprised of theory, demonstration, practice and evaluation. Qualifications for the position of on the job training would be as follows:

MS Office Word and Power Point – Level 1

Excellent communication skills for hands on training and be able to develop rudimentary courseware for this purpose

Ability to write clear, concise technical instructions

Demonstrated skill in the area of expertise

Applicable Aircraft Certification Authority (ACA) when required for Licensed categories

Dated February 8, 2011 in Montreal, Quebec, Canada

For Air Canada

For IAMAW

J. Beveridge

G. Sinclair

MEMORANDUM 14
INTENTIONALLY LEFT BLANK

APPENDIX I

Mr. M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: Sick Part-Shift

Dear Mr. Ambler,

Discussions during this round of negotiations resulted in an understanding as to the application of the policy on how we handle employees who become ill during their shift. The said understanding goes as follows:

“An employee who begins a shift and must leave work because of illness before the mid-point of the shift shall be paid for all hours worked. If the employee leaves after the midpoint of the shift, he will be compensated for a full shift. In neither case is the day counted as sick leave”.

Note: These illnesses will not count toward the application of addendum to appendix VII.

Signed this 1st day of July, 2009.

Denis Boucher
Manager Labour Relations

APPENDIX II

July 1st, 2003

Mr. Jim Coller
General Chairperson, Western Region
IAMAW Transportation District 140
18-399 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller,

This is relative to Company Agenda Item 2.1.2, regarding the introduction of a new Sick Leave Policy.

This will confirm that effective July 1st, 2003 the accumulation of sick bank days will be changed from one (1) day per month to one (1) day every two (2) months.

The parties will meet to discuss methods in reducing absenteeism to levels identified in the Corporate objectives.

Sincerely,

K.P. Smith
Director, Labour Relations –
Technical Services

APPENDIX III

January 8, 1988

Mr. V. Blais
President & Directing General Chairman
IAMAW – District Lodge 148
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Blais:

Subject: Introduction of Non-Certificated Station Agents I and
Non-Certificated Station Agents II

Discussions during this round of negotiations have concluded in agreement that the introduction of non-certificated Station Agents I and non-certificated Station Agents II will have no impact on the seniority privileges of Station Agents I and Station Agents II having a seniority date prior to January 8, 1988.

Furthermore, Station Agents I and Station Agents II holding these grandfather rights will, when transferring or bumping or recalling, etc., into the non-certificated agent classifications, retain their original status (i.e., wages, benefits, etc.)

Additionally, current Station Agents I and Station Agents II will remain on their original seniority list(s) as well as a corresponding non-certificated agent list(s). The seniority date(s) to be used on this non-certificated agent list(s) will be the seniority date(s) on the original list(s).

Finally, non-certificated Station Agents I and non-certificated Station Agents II will not be introduced at a point while the weight and balance function is being performed at that point.

Yours very truly,

S.L. Belding
A/Director, Labour Relations
Technical Personnel

APPENDIX IV

January 8, 1988

Mr. V. Blais
President & Directing General Chairman
IAMAW – District Lodge 148
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Blais:

Subject: Pension Plan (Publication 712)

Discussions during this round of negotiations have resulted in an agreement for those employees covered by this Collective Agreement that the effective date of the Canadian Pension Reform as described in the Pension Benefit Standards Act, 1985 and Regulations will be January 1, 1987 rather than June 28, 1987 for all active members who are in classifications covered by this Collective Agreement as of June 28, 1987. The terms "active members" includes employees under any leave of absence but excludes individuals who have terminated, died or retired prior to June 28, 1987".

Yours very truly,

S.L. Belding
A/Director, Labour Relations
Technical Personnel

APPENDIX V

July 1st, 2003

Mr. J. Coller
General Chairperson, Central Region,
District Lodge 140, IAMAW,
18-399 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller,

This is in regards to our agreement relative to Company Agenda Item 2.1.4, regarding the introduction of scheduled overtime in Air Canada Technical Services. As discussed, this item will allow Air Canada Technical Services to adjust manpower capacity to meet operational requirements. The Parties have agreed to meet within thirty (30) calendar days from the date of the signing of the Memorandum in order to finalize the details and ensure a smooth implementation.

Principles are as follows:

- All employees in Air Canada Technical Services will participate in this program.
- The Company will have the ability to pre-schedule employees on overtime as required.
- Considerations for assigning overtime include:
 - Operational requirements
 - Minimum qualifications
 - Equal distribution of overtime
- Ability to clear overtime credits/debits upon termination from the Company

The parties further agree to amend the Collective Agreement as required.

Sincerely,

Kevin P. Smith
Director, Labour Relations
Technical Services

APPENDIX VI

Mr. L. Giuliani
President & Directing General Chairman
IAMAW – District Lodge 148
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Giuliani:

Subject: Pension Plan Rules

In accordance with Item U.21(J) April 1982 Minutes of Negotiations, Rule 3 of the Air Canada Pension Plan – Canada was amended on October 5, 1983 as follows:

RULE 3 – THE COMMITTEES

1. (a) The provisions of the Pension Plan applicable to pilots shall be administered by a Committee of six (6) members, of whom three (3) shall be appointed by the Directors and three (3) shall be elected by the pilots.
- (b) The provisions of the Pension Plan applicable to employees of the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Units of Air Canada represented by the International Association of Machinists & Aerospace Workers (IAMAW) shall be administered by a committee of eight (8) members of whom four (4) shall be appointed by the Directors and four (4) shall be elected by the IAMAW.
- (c) The provisions of the Pension Plan applicable to employees other than those referred to in Parts 1 (a) and (b) of this Rule, shall be administered by a Committee of eight (8) members, of whom four (4) shall be appointed annually by the Directors; three (3) shall be elected by the employees from among their number in accordance with regulations made from time to time by the Committee and approved by the Directors and one (1) shall be elected from among retired employees chosen in accordance with regulations and through an association of retired employees acceptable to this Committee and approved by the Directors.

.... 2

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2. A majority of the members shall constitute a quorum.
3. A Chairman of each Committee shall be appointed by the Directors from among the members nominated by them.
4. Members elected by the employees and the approved association of retired employees shall be appointed for a term of two (2) years and may be re-elected.
5. The Committees shall have power:
 - (a) To make and enforce rules for the efficient operation of the Pension Plan for the government of their own proceedings;
 - (b) to receive and act upon applications for pensions and supplemental annuities;
 - (c) to approve and authorize refunds.
6. The Committees shall, from time to time, report on their decisions to the Directors who may approve, alter or rescind such decisions if these decisions exceed the terms of reference of the Committees.
7. The Trustee shall furnish a statement monthly to the Committees showing the financial position of the Fund and the Committees shall report annually thereon to the employees.
8. The Chairman of each committee shall appoint a secretary for each committee who shall be charged respectively with the supervision of the rules relative to pilots, those relative to employees of the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Units represented by the IAMAW and those relative to employees other than pilots and the aforementioned IAMAW members and each secretary shall report to their respective Chairman on all administrative matters.
9. Each Committee shall meet at the call of its respective Chairman and at least once quarterly.
10. The Company will provide each employee with a written explanation of the terms and conditions of these rules and any amendments thereto which are applicable to him and of his rights and duties with respect to benefits available to him under the terms of these rules, including such other information as may be required by the Act.

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The Company agrees to include Rule 3 in Air Canada Publication 712, Chapter 3 no later than three (3) months from advice of ratification.

The Company further agrees to amend the following Pension Plan Rules in the manner described, no later than six (6) months following advice of ratification.

RULE 17(D) – INJURY ON DUTY

1. An eligible or participating employee who is absent from the service on account of temporary total disability for which he is eligible to receive Workers' Compensation under the Workers' Compensation Act of any province of Canada (or its equivalent in any other area) and is not a member of an approved Group Disability Income Plan, may apply in the prescribed form to have any full calendar month of such absence counted as allowable service, provided he assumes an obligation to pay for each such month a contribution equal to the applicable percentage rate of employee's contributions under Rule 19 or 28 of his average monthly compensation during the last six (6) full calendar months preceding such absence.
2. An eligible or participating employee who is a member of an approved Group Disability Income Plan and who is absent from the service on account of temporary total disability, as described in Clause 1 of this Rule, will have any such full calendar month or such absence counted as allowable service.

RULE 30 – EARLY RETIREMENT

Reference to Clause 5 under Clause 2 of this Rule shall be deleted.

RULE 34 – DEATH IN SERVICE

Clause 4 shall be amended to read as follows:

4. Effective with the month in which a pension becomes payable under a government pension plan, the annual amount of the pension computed and paid under Clause 2 shall be reduced to an annual amount computed as provided for in Clause 1 and Clause 4 of Rule 29, provided however that, should the annual amount of pension payable under a government pension plan and the reduced pension payable under this clause be less than an annual pension computed under Clause 3 of this Rule, the participating employee's surviving spouse shall be paid the difference.

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RULE 30.02 shall be amended to read as follows:

- 30.02 a) With respect to participating employees of the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Units represented by the International Association of Machinists and Aerospace Workers District Lodge 140 who elect for early retirement between November 9, 1985 and June 27, 1987, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 58. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.
- 30.02 b) With respect to participating employees of the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Units represented by the International Association of Machinists and Aerospace Workers District Lodge 140 who elect for early retirement on June 28, 1987 or later, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 57. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.
- 30.02 c) With respect to participating employees electing for early retirement other than those covered by clause 2 a) and 2 b) of Rule 30, Pension benefits under this rule shall be calculated on the basis stipulated in Rule 29 and the amount thus calculated shall be reduced by multiplying it by a fraction, the numerator of which shall be a figure representing the number of MONTHS OF ALLOWABLE SERVICE and the denominator a figure representing the number of MONTHS OF ALLOWABLE SERVICE PLUS THE NUMBER OF MONTHS BY WHICH THE PARTICIPATING EMPLOYEE'S AGE IS BELOW 60. On the death of the participating employee, the provisions of Clause 4 of Rule 29 regarding survivor benefits shall apply to this reduced pension.

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The Company further agrees to include in Publication 712, Chapter 3, all Rule revisions made up to advice of ratification no later than three (3) months following such advice.

Yours very truly,

K.M. Kelly
Director, Labour Relations -
Technical Services

APPENDIX VII

Mr. L. Giuliani
President & Directing General Chairman
IAMAW – District Lodge 148
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Giuliani:

Subject: Sick Leave Plan
(Publication 707, Chapter 5)

Recent negotiations have resulted in changes to the Sick Leave Plan applicable to IAMAW District Lodge 140 members covered by the Collective Agreement.

This is to inform you that publication 707, Chapter 5, will be revised within ninety (90) days following ratification, to include the following.

Specific exceptions to waiting period:

- c) Personnel of the Technical Services, Airport & Cargo Operations and Logistics & Supply Business Unites represented by District Lodge 140.

The waiting period is waived whenever the employee has served three (3) months since the last date for which sick leave was granted.

Yours very truly,

K.M. Kelly
Director, Labour Relations -
Technical Services

ADDENDUM TO APPENDIX VII

Mr. Jim Coller
 General Chairperson, Western Region,
 District Lodge 140, IAMAW,
 18-399 Berry Street
 Winnipeg, Manitoba
 R3J1N6

Dear Mr. Coller

Subject: Sick Leave Plan
(Publication 707. Chapter 5)

Recent negotiations have resulted in changes to the Sick Leave Plan applicable to IAMAW Transportation District 140 members covered by the Collective Agreement.

This is to inform you that publication 707 will be revised to include the following:

For IAM&AW members who exceed three (3) occasions during an eighteen (18) month period the following program will apply.

ACCUMULATED SERVICE	Fourth occurrence	Fifth Occurrence	Sixth Occurrence	Seven Occurrence	Subsequent Occurrences
	After the employee has three (3) occurrences in an eighteen (18) months period.				
a) 6 – 36 months	3 working days	3 working days	3 working days	4 working days	5 working days
b) 3 – 5 years	2 working days	2 working days	3 working days	4 working days	5 working days
c) 5 years or more	1 working day	2 working days	3 working days	4 working days	5 working days

Note 1: The employee must be free of any sick leave absences for a minimum of six (6) months in order to exit from this special program and return to the normal waiting period.

Note 2: This does not include absences due to workplace injury, GDIP or chronic illness.

Sincerely,

K.P. Smith
 Director, Labour Relations –
 Technical Services

Final – 6 August 2013

APPENDIX VIII

June 15, 1997

Mr. G. Brosseau
President & Directing General
Chairperson
District Lodge 148, IAMAW
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Brosseau:

Subject: Air Canada Pension Plan – Canada
Section 6.2(1) – Early Retirement Pensions – other than Pilots

This is to confirm, that during the 1997 negotiations, it was agreed that IAMAW members covered under this Collective Agreement who elect early retirement on or after July 1, 1997 will have their pension reduced by a fraction of which the numerator shall be the member's number of months of qualifying service and the denominator shall be the sum of the member's number of months of qualifying service and the number of months the member's attained age is less than 55.

Rule 6.2(1) of the rules of the Air Canada Pension Plan – Canada will be amended accordingly.

Yours truly,

K.M. Kelly
Director, Labour Relations -
Technical Services

APPENDIX IX

January 8, 1988

Mr. V. Blais
President & Directing General Chairman
IAMAW – District Lodge 148
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Blais:

Subject: WCB/CSST Claims

Discussions during this round of negotiations have resulted in agreement that employees covered by this Collective Agreement will be advised, in writing should WCB/CSST claims made by them be contested by the Company.

Yours very truly,

S.L. Belding
A/Director, Labour Relations
Technical Personnel

APPENDIX X

July 1, 2003

Mr. J. Coller
 General Chairperson, Western Region
 District Lodge 140, IAMAW
 18-399 Berry Street
 Winnipeg, Manitoba
 R3J 1N6

Dear Mr. Coller:

Subject: Pension Plan – Income Protection

During the 2002 round of negotiations and in accordance with the Memorandums of Agreements dated November 2, 1999, and June 29, 2001, the Company and the Union agreed to provide income protection for eligible retirees as outlined below:

1. **DEFINITIONS**

CPI – The Consumer Price Index for Canada as calculated periodically by Statistics Canada.

Duration – From January 1, 2003 until December 31, 2006

Adjustment Dates:

- January 1, 2004
- January 1, 2005
- January 1, 2006
- January 1, 2007

Eligible Beneficiaries – Include eligible pensioners and eligible survivors.

Eligible Pensioner – Any disability pensioner who was a member of the IAMAW at time of retirement or any other pensioner who, prior to the adjustment date, has reached age sixty (60) and who at retirement time was a member of the IAMAW.

Eligible Survivor – Either the spouse of a deceased employee who was a member of the IAMAW at time of death or the spouse of a pensioner who was a member of the IAMAW at time of retirement and who is in receipt of a survivor income from the Air Canada Pension Plan.

2. **PENSION INDEX**

The Pension Index as of January 1 of a given year is calculated as the average for the twelve (12) month period ending October 31st in the preceding year of the CPI for each month in that twelve (12) month period.

3. **PERCENTAGE ADJUSTMENT**

The percentage adjustment for a given year shall be determined as follows:

- (i) Calculate the percentage increase in the Pension Index as of January of the given year over the Pension Index as of January 1 of the immediate preceding year subject to a maximum increase to eight percent (8%) and
- (ii) Multiply the percentage increase obtained in (i) by fifty percent (50%).

4. **PENSION ADJUSTMENT**

Monthly pensions otherwise payable to eligible beneficiaries as of an adjustment date are increased by a percentage called the Pension Adjustment Factor determined as follows:

- (i) For eligible pensioners who retire in the twelve (12) month period prior to the adjustment date, except for disability pensioners, the Pension Adjustment Factor is 1/12 of the pension adjustment for each full month prior to the adjustment date.
- (ii) For all other eligible pensioners and for all survivors the Pension Adjustment Factor is equal to the applicable percentage adjustment.

While the parties have agreed that these negotiated pension adjustments for members of IAMAW District Lodge 140 extend up to December 31, 2006. The parties further agree that this does not prevent the Union from re-negotiating this pension agreement at the termination of Collective Agreement as set out in Article 21.

Yours very truly,

K. P. Smith
 Director, Labour Relations
 – Technical Services

APPENDIX XI

Mr. M. Cyr
President & Directing General Chairman
District Lodge 148, IAMAW
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Cyr:

Subject: Pension Plan

This letter will confirm that during 1990 negotiations, the Company agreed to amend the Rules of the Air Canada Pension Plan – Canada to reduce from sixty (60) to thirty-six (36) the number of months used to determine an IAMAW employee's average annual compensation for benefits commencing on or after July 1, 1990 for members on the active payroll on or after June 30, 1990.

Yours truly,

B.R. Corbett
Director, Labour Relations
– Technical Services

APPENDIX XII

July 1, 2003

Mr. J. Coller
General Chairperson, Western Region
District Lodge 140, IAMAW
11-395 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller:

This will confirm our discussions during the 2002 contract negotiations concerning item M32 – Transfer Expenses.

The Company and the Union have agreed that promotions to above basic classifications resulting in an employee transfer to a new location will be at employee's own expense.

Company paid transfer expenses will only be applicable in the situation of a second posting of a Promotional Bulletin, and at the sole discretion of the Company.

The Company will make the required amendments to the applicable Company Publications and Promotional Bulletins and review this with the Union when completed.

Yours truly,

Kevin P. Smith
Director, Labour Relations –
Technical Services

APPENDIX XIII

August 22, 2003

Mr. Jim Coller
General Chairperson, Western Region
IAMAW Transportation District 140
18-399 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller,

This is further to our discussions during the 2002 contract negotiations with respect to Union Agenda Item U12H.

This will confirm that employees based in Whitehorse and covered by the Air Canada/IAMAW Collective Agreement, are entitled to the Northern Allowance as provided for and subject to Company Policy.

Sincerely,

K.P. Smith
Director, Labour Relations
Technical Services

APPENDIX XIV

Mr. M. Cyr
President & Directing General Chairman
District Lodge 148, IAMAW
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Cyr:

Subject: Introduction of the Cabin Servicing and Cleaning
Category and Classifications at Toronto

During 1990 contract negotiations, the Company and the Union agreed to provide each employee covered by the provisions of the Company's July 14, 1989 letter to the Union with a one time option to revert to Category 33 in the Maintenance & Engineering Business Unit. This option is subject to a permanent vacancy being available and must be exercised consistent with the employee's seniority.

Employees who revert to Category 33 in Maintenance & Engineering will re-establish their original Category 33 seniority date.

In addition, Category 33 Lead Cleaner and Cleaner classifications utilized in the Sales and Service Business Unit at Toronto shall be converted to new Cabin Servicing Cleaning Category with Lead Cabin Servicing and Cleaning Attendants and Cabin Servicing and Cleaning Attendant classifications.

Yours truly,

B.R. Corbett
Director, Labour Relations
– Technical Services

APPENDIX XV

Mr. G. Brosseau
President & Directing General
Chairperson
District Lodge 148, IAMAW
3767 Thimens Boulevard
Suite 205
St. Laurent, Quebec
H4R 1W4

Dear Mr. Brosseau:

This will confirm that in the event the Company proceeds with an organizational change in accordance with Article 20.16.02 involving the Ground Support Equipment or Cabin Servicing & Cleaning departments, there will be no change to the Collective Agreement with respect to Categories/Classifications nor is there an intent to diminish, reduce or replace work performed in affected Categories/Classifications. In addition, there will be no change to the grievance and disciplinary appeal charts with respect to Union representation.

Yours truly,

K. M. KELLY
Director, Labour Relations -
Technical Services

APPENDIX XVI

Boot Allowance

Mr.M. Ambler
General Chairman
IAMAW – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: **Boot Allowance**

Dear Mr. Ambler,

The parties agree that, effective January 2010, the Company will pay to eligible employees a boot allowance of \$40 annually on the first pay cheque of the year. No supporting receipt will be required.

Signed this 1st day of July, 2009.

Denis Boucher
Manager Labour Relations, Air Canada

APPENDIX XVII

August 22, 2003

Mr. Jim Coller
General Chairperson, Western Region
IAMAW Transportation District 140
18-399 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller,

During the 2002 round of Collective Bargaining, the Company and the Union agreed to introduce a qualifying exam related to Cargo requirements for Lead Station Attendants, under Company Item M12.

The parties have agreed to meet following ratification of the Collective Agreement, and amend the Station Attendant Job Knowledge Exam qualification for Lead Station Attendants, to include this new requirement. The new exam will be established by the Company and concurred in by a Committee designated by the Union.

In addition, the parties have agreed to the following:

- Individuals who have written and passed the current Lead Station Attendants qualifying exam will not be required to write the new exam, and will continue to be able to work at Cargo or the Ramp.
- No revision to the Collective Agreement is required as a result of this item (e.g., Articles 6.03.01.10 or 6.04.02).

Sincerely,

K.P. Smith
Director, Labour Relations
Technical Services

APPENDIX - XVIII

October 18, 2011

This is to confirm our mutual agreement to introduce a Maintenance Uniform Identification System which will comprise a shirt unique to maintenance personnel in the categories 1, 13, 19 and 38.

The parties agreed to refer this matter to the Uniform Committee in order to identify Line Maintenance personnel. This item will become part of the employee's uniform credit allowance and identified in the employees profile with the uniform supplier.

Any recommendation made by the Uniform Committee will be reviewed and agreed to between the parties in a timely fashion not to exceed six months following the ratification of the 2011 round of collective bargaining, with implementation to follow shortly after.

For Air Canada

For the I.A.M.A.W.

J. Beveridge

G. Sinclair

**APPENDIX XIX
UNASSIGNED**

APPENDIX XX

July 1, 2003

Mr. J. Coller
General Chairperson, Central Region,
District Lodge 140, IAMAW,
18-399 Berry Street
Winnipeg, Manitoba
R3J 1N6

Dear Mr. Coller,

During the 2002 round of Collective Bargaining, considerable discussions occurred with respect to Company Item M33, Union Item U6A and the joint concern to improve the grievance appeal process.

The parties have agreed to establish a Joint Committee comprised of members from the respective bargaining teams as follows:

- Three (3) representatives from the Company bargaining team.
- Three (3) representatives from the Union bargaining team.

This Joint Committee has the mandate to review, with the intent to incorporate into the Collective Agreement, improvements to the grievance appeal procedures that may include such items as:

- A computerized/automated grievance system.
- A database of agreed to interpretations.
- A standard grievance form.
- A standard grievance numbering system.
- Joint training.
- Scheduled appeal hearings.
- Consolidation of appeal levels.
- Other items as required.

This Committee will meet during the scheduled dates of the bargaining and will conclude their findings by August 30, 2002.

The final document developed by this Committee will be referred back to the main Bargaining Committees for approval and agreement.

Sincerely,

K.P. Smith
Director, Labour Relations
Technical Services

APPENDIX XXI

UNASSIGNED

APPENDIX XXII

November 07, 2011

Mr. M. Ambler
General Chairperson, Western Region
District Lodge 140, IAMAW
Unit 23, 3515 – 27th Street, NE Calgary, AB
T1Y 5E4

Dear Mr. Ambler,

This is in regards to Company Agenda Item M20 concerning language requirements and Article 6.04.03, as discussed during the 2011 round of Collective Bargaining.

This will confirm that the parties have agreed to establish a special committee to address this matter. The purpose of this joint committee is to discuss and review language requirements and related matters in the Airport & Cargo Operations Branch.

This joint committee will:

1. Review language requirements and issues in order to make recommendations to the Company.
2. Review and resolves issues related to Air Canada's compliance with the Official Languages Act of Canada (OLA), language training requirements, customer service levels and other related matters.
3. The committee will provide a report with recommendations at the second UMCM of the year 2012. Resulting contractual changes will be handled in accordance with Article 1.04.

This committee will be composed of the following:

1. Three (3) representatives appointed by the Union.
2. Three (3) management representatives.

Meetings of the joint committee will be established by the committee members and will be scheduled as required.

Sincerely,

John Beveridge
Director, Labour Relations

**APPENDIX XXIII
MEMORANDUM OF AGREEMENT
BETWEEN
AIR CANADA
AND THE
INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 140**

Reference: Article 16.12.13 – Administrative Procedures for the Mutual Transfer Request Process

This matter involves the above referenced subject and the procedures related to Article 16.12.13. As a result of discussions held in Montreal between the Company and the Union, the items below have been agreed to in the application of Article 16.12.13 as follows:

1. The normal transfer rules (as per Article 16.12, the rules as set out on ACF732B, etc.), will be applied in all mutual transfer situations.
2. Employees must have a valid Transfer Request on file.
3. Mutual transfers will only be applied between two (2) specific stations (i.e.: between Toronto and Montreal), and cannot have a multiple station application.
4. An employee will not be eligible for transfer to a station where his/her seniority rights are such that he/she would be laid-off if employed at the new station.
5. A transfer waiver must be obtained from all employees with a valid transfer on file to the affected stations, who are senior to the applicants.
6. The Union will undertake the responsibility to present the information as a package to the Company for each such Mutual Transfer Request for the necessary seniority waivers or other special arrangements and administration that is required.
7. This agreement is made without precedent or prejudice to any other matter arising between the parties or to any other position they take in the future.

Signed this 1st day of July, 2003, in Montreal, Quebec

FOR AIR CANADA



K.P. Smith
Director, Labour Relations –
Technical Services

FOR TRANSPORTATION DISTRICT 140



J. Coller
General Chairperson –
Western Region

APPENDIX XXIV
UNASSIGNED

APPENDIX XXV

June 20, 2013

Mr. B. Richardson
General Chairman
IAMAW – District Lodge 140
2580 Drew Road, Suite 203,
Mississauga, ON
L4T 3M5

Dear Mr. Richardson:

Subject: Jazz Ground Handling

During the Company and Union meetings to discuss the finalization for the printing of the 2011 Collective Agreement, it was agreed to append to the collective agreement section 16 of the February 10, 2012 Memorandum of Agreement, as this section was part of the final offer selected by Arbitrator Picher in his June 17, 2012 decision . Section 16 of the Memorandum reads as follows:

For the term of the renewed Collective Agreement, and without prejudice to the position a party may take, in any proceeding, on the application of Art.20.21 of the Collective Agreement, members of the IAMAW Air Canada TMOS bargaining unit will continue to perform the Jazz ground handling work in the stations where it is performed by bargaining unit members at the date of ratification.

The final offer selected by Mr. Picher also changed any reference to “ratification” to mean the date of his decision.

Sincerely,

Denis Boucher
Manager, Labour Relations

APPENDIX XXVI
PAYMENT OF MEDICAL NOTES

Mr. M. Ambler
General chairman
lamaw – District Lodge 140
Calgary, Alberta
T1Y 5E4

Subject: **Payment of Doctors' Notes**

Dear Mr. Ambler,

This is to confirm our discussion with regard to the criteria for the reimbursement of doctors' notes for short-term absences. The parties agree that, when requested by the Company, the doctor's note must be sufficient to substantiate the legitimacy of the absence. Therefore, the Company will only pay for such doctor notes that confirm the employee's inability to perform his or her duties during the period of the absence.

The Company will reimburse the normal and customary charges for such notes.

Denis Boucher
Manager, Labour Relations

APPENDIX XXVII

UNASSIGNED

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APPENDIX XXVIII

November 7, 2011

Mr. M. Ambler
General Chairperson, Western Region
IAMAW Transportation District 140
Unit 23, 3515 – 27th Street, NE Calgary, AB
T1Y 5E4

Dear Mike,

This is in regards to Company Agenda Item M15 concerning the attraction and retention of 3rd party contracts as discussed during the 2011 round of Collective Bargaining.

This will confirm that the parties have agreed to establish a special committee to address this matter. The purpose of this joint committee is to discuss and review the reasons for the loss of and the inability to attract 3rd party contracts and related matters in the Airport Operations Branch.

This joint committee will:

1. Review all 3rd party contracts and specific requirements and to make recommendations to the Company for effectively servicing the contract.
2. Review all 3rd party contracts that have been lost and make recommendations to the Company with respect to being competitive.
3. The committee will provide a report with recommendations at the second UMCM of the year 2012. Resulting contractual changes will be handled in accordance with Article 1.04.

This committee will be composed of the following:

1. Three (3) representatives appointed by the Union.
2. Three (3) management representatives.

Meetings of the joint committee will be established by the committee members and will be scheduled as required.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXIX

03 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – Vacation Bidding Automation

Dear Mike,

Further to our discussions at the negotiation table on the above subject, I wish to confirm that Air Canada will pursue introducing an Automated Vacation Bidding tool.

Automated Vacation Bidding would be the production and implementation of an electronic, on-line means for employees to bid for vacation, utilizing the practices and conditions for vacation bidding that are in place at the time the automation is produced.

Prior to implementation, Air Canada will present and review with the Union the automated tool.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXX

03 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – Shift Schedule Bidding Automation

Dear Mike,

In addition to our discussions at the negotiation table on the above subject, I wish to further clarify that Air Canada's view of bidding automation is not the implementation of a Preferential Bidding System.

Bidding Automation would be the production and implementation of an electronic, on-line means for employees to bid for shifts, utilizing the practices and conditions for bidding that are in place at the time the automation is produced.

Prior to implementation, Air Canada will present and review with the Union the automated tool.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXXI

This is relative to Company Agenda Item MM22-226, regarding the merging of the Stockkeeper, Chauffeur and Category 31 and Classifications.

Transition process of amalgamation of Stockkeepers, Category 31 and Chauffeurs;

The parties agree that for a period of two (2) years following the amalgamation, voluntary employee movement within the newly amalgamated classification will be frozen and only allowed in the event there is a vacancy or promotional bulletin within the new classification. Employees can be assigned on a day of basis to any position within the new classification.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXXII

February 9, 2012

Mr. Gary Sinclair
 General Chairperson, Central Region
 IAMAW Transportation District 140
 2580 Drew rd, suite 203
 Mississauga, Ontario
 L4T 3M5

Dear Mr. Sinclair,

This is relative to Union Agenda Item UM 45 – 82, regarding the Maintenance TDC (Communicators).

The union brought forward concerns involving a group of eight (8) employees previously classified as Communicators who as a result of the Shime Award were merged into the (TDC) Technical Data Controller classification.

The union has cited several reasons why these employees should be reclassified and returned to their previous classification.

The Company has agreed to the implementation of a new classification (ACM Communicator) into the Collective Agreement. The eight (8) employees will be identified by the union and offered a one time opportunity to transfer into this new classification.

The pay scales for this new classification will be as follows on a yearly progression.

	Weekly Rate	Hourly Equivalent	Monthly Equivalent
ACM Communicator 3	\$ 907.55	\$ 22.69	\$3,946.19
ACM Communicator 2	\$ 882.28	\$ 22.06	\$3,836.32
ACM Communicator 1	\$ 857.43	\$ 21.44	\$3,728.26

Sincerely,

John Beveridge
 Director, Labour Relations

APPENDIX XXXIII

18 May, 2012

Mr. Gary Sinclair
IAMAW Bargaining Co-Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
E-Mail: gsinclair@iam140.ca

Re: Collective Bargaining 2011-2012 – LOU 4 process for the AC Jetz program

Dear Gary;

During the discussions in this round of bargaining the Company requested a change to the LOU 4 process for the AC Jetz program.

In view of the uniqueness of the AC Jetz program, the parties agree that the Company will use best efforts to select in order of seniority from among the employees who pass the structured interview. It is understood that it may be necessary to deviate.

This is due to the unique nature of the AC Jetz program, this is outside the normal Operation of Air Canada and as such requires a specific individual to be selected to the position.

The parties agree to develop a specific LOU 4 selection process. The parties agree the LOU 4 team will make normal selection by seniority. In the event a deviation to the normal selection is required, a full explanation will be given by the company.

John Beveridge
Director, Labour Relations

APPENDIX XXXIV

08 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – Local Agreements and Practices

Dear Mike,

Further to our discussion on the above matter I wish to outline the agreed to process for concluding this matter post collective bargaining.

The Union acknowledges that Air Canada has expressed its concern with the process of reaching agreements and with certain conditions contained within local agreements. It is understood by the parties that all local agreements require the approval of Air Canada senior management at the headquarters level.

To address Air Canada's concerns, the parties agree to meet locally and discuss all Local Agreements and practices within ninety (90) days of ratification of the Collective Agreement.

It is understood that after review described above, should the parties be unable to reach agreement on any Local Agreement or any component of a Local Agreement or Local Practice, that either parties may withdraw from any Local Agreement or any component of a Local Agreement or Local Practice with 30 days written notice to the other party.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXXV

07 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – Impact of Revisions

Dear Mike,

In the event that unforeseen issues arise out of the implementation of any item negotiated during this round of collective bargaining, the parties agree to meet forthwith to address the matter.

Each party shall nominate no more than 4 members of the 2011-2012 bargaining teams to attend and address the specific matter(s) of concern.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXXVI

08 February, 2012

Mr. M. Ambler
IAMAW Bargaining Chairperson
District Lodge 140
International Association of Machinists & Aerospace Workers
Unit 23, 3515 – 27th Street, NE
Calgary, AB T1Y 5E4
Fax: 403-250-3707
E-mail: mambler@iam140.ca

Re : Collective Bargaining 2011 – 4x3x3x4 Shift in YVR

Dear Mike,

Further to our discussion at the negotiation table on the above subject, the parties agree that the YVR Shop Committee will have the option to continue to maintain the above shift in exchange for allowing up to a maximum of 25% of the part-time lines in non ramp qualified functions being reserved for non ramp qualified employees.

In the event the parties enter into this agreement it will be subject to renewal on an annual basis.

Sincerely,

John Beveridge
Director, Labour Relations

APPENDIX XXXVII

Pension Memorandum of Agreement

Between:

Air Canada

- and -

The International Association of Machinists
and Aerospace Workers and its District Lodge 140 ("IAMAW")

Applicable to TMOS only

TERMS OF AGREEMENT

New IAMAW Plan

1. Effective January 1, 2013 or such other date agreed to by the parties, Air Canada agrees to split the Air Canada Pension Plan for IAMAW represented employees, former employees and retirees (including their surviving spouses and other beneficiaries) and whose collective bargaining agent is or for retirees and former employees was, the IAMAW, and transfer the pro-rata share of the assets, equal to the transferring members' solvency liability multiplied by the Air Canada Pension Plan's solvency ratio, to the Pension Plan for Air Canada IAMAW Employees Formerly Employed by Canadian Airlines International Ltd (the "Plan") which will be renamed the Air Canada IAMAW Pension Plan ("the New Plan"). Air Canada will continue to be the Administrator of the New Plan. The applicable solvency ratio in the Air Canada Pension Plan shall be determined before any benefit changes, affecting members not represented by the IAMAW, become effective.
2. Air Canada agrees that the New IAMAW Plan Committee will operate in the same manner with the same responsibilities as the CAIL Plan committee currently operates. The New IAMAW Plan Committee will have 7 voting members, including 3 representatives of active members, one representative of retired members and 3 company representatives as well as one additional IAMAW non-voting member from each base not represented by a voting member. Three of the seven committee members will be appointed by the IAMAW as well as the retiree representative unless elected by the retirees and three will be appointed by Air Canada. The Plan Committee will meet at least twice per calendar year. The Company shall appoint the chair of the Plan Committee.

3. Air Canada agrees to provide the Plan Committee with sufficient information consistent with its functions. In particular, Air Canada agrees to provide any changes to the Statement of Investment Policy and Objectives (SIP&O) to the Plan Committee as well as actuarial reports and audited financial statements.
4. If the IAMAW obtains the agreement from the other unions to amend the Income Tax Regulations to allow for the shares held by the IAMAW to be held for the benefit of the New IAMAW Plan, Air Canada will provide their assistance with respect to the request to amend the applicable sections of the Income Tax Regulations and Trust Agreement ,provided that any contributions from the trust remain eligible contributions under applicable tax rules.

Benefit Changes

5. The benefit changes provided for in this agreement will take effect on January 1, 2014.
6. The Company and the Union agree to the following changes to help address the solvency funding of the Air Canada pension plans for IAMAW represented plan members by replacing the rules to calculate early retirement pension by the following:
 - (a) a provision in the plans stating that an unreduced pension is payable for plan members who retire on or after age 55, with 80 points and with the consent of Air Canada.
 - (b) provisions in the plans, whereby pensionable age shall be age 65; any member who does not meet the above criteria shall have his pension actuarially reduced from pensionable age.

The parties also agree to the following:

- (c) a provision in the IAMAW Collective Agreement stating that Air Canada will not deny consent for an unreduced pension payable for IAMAW represented plan members retiring on or after age 55 with 80 points from the plans.
- (d) a provision in the IAMAW Collective Agreement stating that IAMAW represented plan members who are involuntarily terminated will receive consent for an unreduced pension from the date they would have reached the age of 55 with 80 points without projection of service. For example, members who:
 - Die while in service before termination or retirement;
 - Terminate or retire on account of total and permanent disability;
 - Resign due to a terminal condition; or
 - Are terminated by the Company except for cause.

This section 6. (d) does not apply in case of plan termination.

7. Air Canada agrees during the current collective agreement to fund, on both a going concern and solvency basis, the unreduced early retirement of all members who satisfy the eligibility criteria set out in section 6. (a) of this Agreement. During the current collective agreement Air Canada agrees to fund on a going concern basis assuming that these consent benefits will continue after the expiry of the collective agreement.
8. The normal form of pension will cease to be a joint and survivor 50% (J&S50%) and will instead be a 10 year single annuity (G10). Single employees will also be offered a G5 on an actuarial equivalent basis.

Employees with a spouse will be offered a G10, J&S50% and J&S60%. The pension under the G10 form will be reduced by 3% to provide for a J&S50%. The pension under the J&S60% will be the actuarial equivalent of the J&S50% pension. The spouse entitled to the survivor pension will be the spouse at time of retirement.

If the Special Regulation contemplated in Appendix 1 of this Pension Memorandum of Agreement is enacted, this section 8 will be inoperative.

9. The benefit reductions (including the terms of the consent benefits) and the split of the Air Canada Pension Plan in this agreement are subject to the approval of OSFI. IMAAW will support Air Canada's request for OSFI's approval for the above pension plan changes.
10. Air Canada shall draft the new IMAAW Plan text and the amendments to the Air Canada Pension Plan and draft any other documents required to implement this MOA for the IMAAW's review and confirmation that such documents properly reflect the terms of the MOA.

Plan For New IMAAW Represented Employees

11. All new employees hired on or after the date of Arbitrator Michel Picher's decision that constitutes the new collective agreement and whose collective bargaining agent is the IMAAW will participate in a federal multi-employer pension plan that the IMAAW is establishing (the "IMAAW MEPP"), if IMAAW and OSFI confirm that such plan qualifies as a multi-employer pension plan and a negotiated contribution plan under the Pension Benefits Standards Act (PBSA). Notwithstanding that Air Canada and the IMAAW have agreed to the IMAAW MEPP, Air Canada acknowledges that there will be a delay before the IMAAW MEPP is established as other participating employers are required.

If the IMAAW MEPP has not been established or does not qualify as a multi-employer pension plan and a negotiated contribution plan, all new employees will

- participate in an interim defined contribution pension plan (“Interim DC”), described below at section 16.
12. Employer and employee contributions to the IAMAW MEPP will be equal to 6 percent of salary each, for a total contribution of 12 percent.
 13. The IAMAW MEPP will be governed by an independent board of trustees. Air Canada will not become a participating employer in the IAMAW MEPP until Air Canada is satisfied that the following conditions are met:
 - a. Air Canada’s sole responsibility with respect to the IAMAW MEPP will be to remit contributions in accordance with the section 12 above.
 - b. Air Canada will bear no other responsibility, including (without limitation) for any unfunded liability or deficit in the IAMAW MEPP, under any circumstances, including as a result of the manner in which the IAMAW MEPP is administered.
 - c. In the event that the IAMAW MEPP no longer qualifies either as a multi-employer pension plan or a negotiated contribution plan under the Pension Benefits Standards Act (PBSA), Air Canada shall cease to be a participating employer under the IAMAW MEPP and all employee and employer contributions shall cease. No replacement defined benefit pension plan shall be established. Air Canada and the IAMAW will meet to discuss potential alternatives.
 - d. The text of the IAMAW MEPP and any other documents required to implement this MOA properly reflect the terms of the MOA.
 - e. The IAMAW MEPP indemnify all members of the Board of Trustees and carry appropriate insurance for the said board.
 - f. The Board of Trustees upon the establishment of the IAMAW MEPP is acceptable;
 - g. The benefits under the IAMAW MEPP will be reduced to the extent that they are not fully funded upon plan termination.
 14. If Air Canada is not satisfied that the conditions in section 13 are met, then Air Canada will so advise the IAMAW in writing, and Air Canada and the IAMAW will meet to discuss potential solutions.
 15. The IAMAW will communicate to its members eligible to participate in the IAMAW MEPP that (i) Air Canada’s sole obligation with respect to that plan is limited to its section 12 above contribution obligation, and (ii) benefits under that plan can

be reduced while the plan is ongoing or immediately prior to the termination of that plan.

16. The Interim DC shall be registered under the Pension Benefits Standards Act and administered by a board of trustees. The Interim DC will be effective on the date of Arbitrator Michel Picher's decision that constitutes the new collective agreement. All employees hired on or after such date and before the MEPP is implemented shall become members of the Interim DC. Employer and employee contributions shall commence when the Interim DC is implemented. If the Interim DC is implemented by the end of 2012, there will be a one-time contribution retroactive to the employee's date of hire with the corresponding employer contribution. Air Canada will become a participating employer in the Interim DC when Air Canada is satisfied that the following conditions are met:
 - a. Air Canada's sole responsibility with respect to the Interim DC will be to remit contributions in the amount required under section 12. Air Canada shall not be responsible for any costs associated with establishment of the Interim DC, maintenance of the Interim DC or conversion or transfer of the Interim DC to an IAMAW MEPP.
 - b. The Interim DC shall not have any benefit provisions other than defined contribution provisions at establishment and may not be amended to contain provisions other than defined contribution provisions.
 - c. Air Canada will bear no other responsibility, under any circumstances, including as a result of the manner in which the Interim DC is administered.
 - d. The text of the Interim DC and any other documents required to implement the Interim DC shall properly reflect the terms of this section 16.
 - e. The Interim DC fund shall be used to indemnify all members of the board of trustees of the Interim DC and to provide appropriate insurance for the said board.
 - f. The board of trustees upon the establishment of the Interim DC is acceptable.
 - g. In the event that an IAMAW MEPP is implemented and Air Canada becomes a participating employer to an IAMAW MEPP as contemplated in accordance with sections 11 to 13, all assets in the Interim DC may be

transferred to the IAMAW MEPP. Alternatively, the Interim DC may be amended to become the IAMAW MEPP. In either case, no transfer or conversion may be effective unless Air Canada is satisfied that the other conditions of sections 11 to 13 are met.

Pension Funding Relief

17. Pension funding relief will be in accordance with the terms outlined in Appendix 1 of this Memorandum of Agreement.

This Pension MOA including Appendix 1 shall form part of the Company's collective agreement with the Union.

Appendix 1 to the Pension Memorandum of Agreement

WHEREAS the Company administers ten defined benefit registered pension plans (the “Plans”);

WHEREAS the Union represents approximately 8,000 employees;

WHEREAS in 2009 the parties agreed, along with the other Canadian-based unions, to temporary solvency deficit funding relief, following which the Government of Canada adopted the Air Canada Pension Plan Funding Regulations, 2009, which will expire in 2014;

WHEREAS the Federal Government continued to request that Air Canada and its Canadian-based unions engage in discussions to address the long-term sustainability of the pension plans;

WHEREAS the parties are committed to the sustainability of the Air Canada pension plans over the long term;

WHEREAS the parties recognize that a reduction in the Company’s pension funding obligations is required;

NOW THEREFORE, the Company and the Union agree as follows:

1. The Company and the Union shall vigorously support regulations under the Pension Benefits Standards Act, 1985 (the “Special Regulation”) that provide for the funding relief set out below. The Company and the Union shall cooperate, act diligently, and take all actions required to implement this Appendix 1 of the Pension MOA and obtain enactment of the Special Regulation, including, without limitation, the making of representations to any governmental authority in support of implementation of this Appendix 1 of this MOA and enactment of the Special Regulations.
2. In each plan year for the period from January 1, 2014 to December 31, 2023, the aggregate past service contribution in respect of solvency deficits and going concern unfunded liabilities for all Plans combined shall equal the lesser of:
 - (a) \$150 million; and
 - (b) the maximum past service contribution permitted under the Income Tax Act.

3. The past service contribution described in section 2 of this Appendix 1 will be determined on a Plan-by-Plan basis, with the contribution to a particular Plan being the pro rata share of that Plan's solvency deficit to the aggregate solvency deficit for all the Plans in solvency deficit, all as determined as at January 1 of each year, where such solvency deficit:
 - (a) is determined as the solvency liabilities less the market value of the assets of the Plan, as determined by the Company's actuary; and
 - (b) shall not be less than zero for any Plan.

For further clarity, should a Plan have a solvency surplus, such Plan shall be excluded from the pro rata allocation of the past service contribution.

4. The past service contribution to be made to each Plan during a Plan year shall be paid in equal monthly instalments, except that the past service contribution determined in a valuation will remain in effect until the next valuation is filed. When the next valuation is filed, there will be a retroactive adjustment made at the next scheduled remittance date.
5. Air Canada may elect to have past service contributions determined, for that plan year, in respect of all Air Canada pension plans collectively, in accordance with the Pension Benefits Standards Act, 1985, and any applicable regulations thereunder rather than the amounts provided under the Special Regulation.
6. It is a condition of this Appendix 1 of this Pension MOA, and the Special Regulation shall so provide, that there will be no outstanding deemed trust relating to the Plans, except:
 - (a) if and when any contribution required by the application of this Appendix 1 of this Pension MOA is not remitted to the Plan by the due date described herein; or
 - (b) in respect of amounts deducted by the Company from members' remuneration that are not remitted to the Plan when due.
7. Actuarial methods and assumptions to be employed shall be at the discretion of the actuary, within the standards of the Canadian Institute of Actuaries.
8. All dollar amounts expressed herein are expressed in Canadian dollars (CAD).

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