

**AGREEMENT NO.6**

**Between**

**TOURAM LIMITED PARTNERSHIP  
(Air Canada Vacations)**

**- and -**

**NATIONAL AUTOMOBILE, AEROSPACE AND TRANSPORT AND GENERAL  
WORKERS UNION OF CANADA (CAW CANADA) AND ITS LOCAL 2002**

Effective: September 1, 2008 – August 31, 2011

**This collective agreement is the property of:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

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## **ARTICLE 1 - PURPOSE OF AGREEMENT AND DEFINITIONS**

- 1.01 It is in the mutual interest of the Company and the employees to provide for the operation of the services of the Company under methods which will further, to the fullest extent possible, the efficiency and economy of operation, and the continuation of employment under conditions of reasonable hours, compensation and working conditions. It is recognized by this Agreement to be the duty of the Company and the employees to co-operate fully both individually and collectively for the advancement of that purpose.
- 1.02 The Company and the Union agree to abide by all the procedures provided by this agreement and the Ontario Labour Relations Act for the purpose of peaceful settlement of disputes.
- 1.03 In view of the orderly procedure established by this Agreement as required by the Act for the settling of disputes, the Union agrees that, during the life of this Agreement, there shall be no strike or stoppage of work, either complete or partial, and the Company agrees that there shall be no lockout, either complete or partial.
- 1.04 **DEFINITIONS:**  
The following words, as used throughout the Agreement, shall convey the meaning appended to them.
- 1.04.01 **Agreement**  
Means the Agreement in effect including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and accredited Union Officers/Representatives.
- 1.04.02 **Classification**  
Means a classification as defined in Article 4.
- 1.04.03 **Company**  
Means Touram Inc. as represented throughout Officers and Management at various levels or their delegated representatives.
- 1.04.04 **Employee**  
Means any person in the employ of the Company who is in the bargaining unit covered by this Agreement.
- 1.04.05 **Holiday**  
Means both paid general holidays, as provided for in the *Employment Standards Act*, and any additional negotiated paid holidays as listed in Article 13.01.
- 1.04.06 **Immediate Supervisor**  
Means the first level supervisor responsible for the employee(s).
- 1.04.07 **Location**  
Means an office or place of business within a region where employees are employed, i.e. airport, downtown office.
- 1.04.08 **Region**  
Means geographical area served by the Company where employees are employed. A region may contain more than one location.

- 1.04.09      **Shift**  
Means a scheduled period of time within work day for which an employee is required to be present.
- 1.04.10      **Spouse**  
Means a "spouse" as defined in Part III of the *Ontario Family Law Act*.
- 1.04.11      **Supervisory Personnel**  
Means any Company personnel whose duties include the administrative supervision of others, and who are not covered by the Agreement.
- 1.04.12      **Union**  
Means National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and it's Local 2002.
- 1.04.13      **Work Schedule**  
Means a projection of all scheduled shifts at a location with regard to scheduled days on and days off, including shift starting and terminating times.
- 1.04.14      **Vertical Lines**  
Denotes that a negotiated or editorial revision was made to an article effective with the current agreement.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01            The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company employed in Ontario save and except: Lead Agents, Trainers, Sales Representatives, Inventory Agents, Office and Clerical staff, Supervisors and persons above the rank of Supervisor.
- 2.02            Persons excluded from the bargaining unit described in Article 2.01 may perform work on any job normally performed by an employee provided that the performance of such work does not result in loss of regular pay, seniority or layoff of an employee.
- 2.03            When Lead Agents, Trainers, Sales Representatives, Inventory Agents, Office and Clerical staff, Supervisors and persons above the rank of Supervisor perform work normally performed by the bargaining unit, the Union will be provided with the expected duration of the arrangements.

### **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01 The Company reserves to itself any and all of its rights which have not been modified, limited, restricted or released by this Agreement including, without limiting the generality of the foregoing, the right to:
- A. to maintain order, discipline, efficiency and in connection therewith to establish and enforce reasonable rules and regulations;
  - B. to hire, transfer, layoff, recall, promote, demote, retire, classify, assign and prioritize duties, discharge, suspend or otherwise discipline employees, provided that a claim by an employee that she has been discharged or otherwise disciplined without just cause may be the subject of an appeal or grievance under Article 16 of the Agreement;
  - C. to determine the method of operation; the amount of supervision; the schedules of work; the hours and days of work, including the scheduling and authorization of overtime; and the number of employees required at any time and the duties to be performed.
- 3.02 It is understood and agreed that management rights as set out in Article 3.01 hereof are subject to the provisions of this Agreement and shall not be exercised in a manner inconsistent herewith, and that none of the foregoing shall detract from the right of the Union to lodge a grievance or appeal in the manner and to the extent provided herein.

### **ARTICLE 4 - SCOPE OF AGREEMENT**

- 4.01 This Agreement shall be applicable to employees working in the following classifications: Reservations Sales Agent, Ticketing Agent, Accounts Receivable Agent and Airport Representative in Ontario.
- 4.01.01 The classifications set out in Article 4.01 comprise employees who perform duties including making reservations, computing rates, schedule changes, issuing tickets and related travel documents, refunds, invoices, accounts receivable, bank deposit, assist with customer related matters at the airport and act as a liaison with the airlines as well as all duties related to the foregoing.
- 4.01.02 It is recognized and agreed that at the present time the work of Reservations Sales Agents is divided into the following groupings which shall be departments for purposes of the job posting procedure and the staff reduction procedure: Groups; Cruises; General Reservations; Other(s). These groupings may be modified, added to or deleted by the Company from time to time.



**ARTICLE 5 - PAY RATES**

5.01 Employees shall be paid in accordance with the following wage scale:

Months of Service	Regular Hourly Wage Rate		
	Effective * September 1, 2008	Effective September 1, 2009	Effective September 1, 2010
0	11.19	11.35	11.58
12	11.73	11.91	12.15
24	12.68	12.87	13.12
36	13.76	13.97	14.25
48	15.27	15.49	15.80
60	16.38	16.63	16.96
72	17.51	17.77	18.13

\* For 2008, a 1% lump sum will be given

**ARTICLE 6 - HOURS OF WORK**

6.01 The standard working week shall be forty (40) hours. The standard working day shall be eight (8) consecutive hours, including meal and rest periods.

**6.02 WORK SCHEDULES**

In the event it becomes necessary to establish Work Schedules, the Company shall initiate a meeting with the Union Representative at the local level, for the purpose of reviewing with him/her staff requirements and shift start and terminating times. This meeting will normally take place four (4) weeks prior to the implementation of the Schedule(s). The Schedule(s) will then be posted and published no later than two (2) weeks prior to implementation.

6.02.01 Where a schedule covering General Reservation Agent performing the same work at different start/stop times (e.g. day shifts, afternoon shifts), the schedule will provide for a rotation through all shifts for the employees on the schedule.

**6.03 REVISED WORK SCHEDULES**

In the event it becomes necessary to revise an established Work Schedule(s), the Company shall initiate a meeting with the Union representative at the local level, for the purpose of reviewing with him/her the revised staff requirement levels. This meeting will normally take place no later than ten (10) calendar days prior to implementation of the revised Work Schedule(s). The revised Work Schedule(s) will then be posted and published no later than five (5) working days prior to implementation.

**6.04 SHIFT ALTERATIONS**

6.04.01 Occasional changes to an employee's shift may occur as a result of changes to flight schedules, training, increases or reductions of staff, absences of employees on vacation, time off for union business, leaves of absence and sick leave.

6.04.02 Employees will be provided with at least twenty-four (24) hours notice in writing for a change of the start time of a scheduled shift and at least two (2) calendar days notice for a change in scheduled days off. These time limits may be reduced by mutual agreement between the Company and the affected employee.

6.05           **MEAL PERIODS**  
Employees shall be entitled to a thirty (30) minute unpaid meal period which shall be scheduled in each shift during the third or fourth or fifth hour unless otherwise mutually arranged locally between the Company and the employee requesting the change.

6.06           **REST PERIODS**

6.06.01       Employees shall be entitled to two (2) paid rest periods of fifteen (15) minutes each in each fully scheduled day. Rest periods shall be scheduled in each half of the work day at the Company's sole discretion, but not in conjunction with the meal period unless mutually agreed between the Company and the Union. No rest periods shall be scheduled in conjunction with the start or termination of a shift. Employees working overtime in excess of two (2) hours in conjunction with their regular scheduled shift will be provided with a paid rest period of (15) minutes.

6.06.02       Employees who report to work a recall will be granted a paid rest period of fifteen (15) minutes after three (3) hours of work.

6.07           **SHIFT TRADES**

6.07.01       Employees may arrange for another employee to work their shift subject to the supervisor's approval, consistent with the following:

6.07.01.01    Advice of the trade will be provided to the supervisor in writing twenty-four (24) hours in advance and will be signed by the employees involved.

6.07.01.02    All time credits for the scheduled shift will be credited to the employee who works the shift.

6.07.01.03    Overtime worked prior to or following a traded shift and premium credits on a holiday, will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.

6.07.01.04    Shift trades will only be approved if the employees involved are qualified to perform each other's work.

6.07.01.05    Company sick leave provisions will apply to the employee who agreed to work the shift and only to the amount provided for in such regulations.

**ARTICLE 7 - JOB POSTING**

7.01           Permanent vacancies within the bargaining unit will be posted by the Company for a period of five (5) calendar days. The notice posted by the Company will set out the classification and department (where applicable) and general description and requirements of the permanent vacancy, and the date the employee must be available to commence work.

7.02           An employee must satisfy the following conditions to be eligible to apply for a permanent vacancy;

(a)           the employee must have completed his/her probationary period;

(b)           the employee must be available to commence work in the permanent vacancy on the date required by the Company; and

- (c) the permanent vacancy must be in a classification other than the employee's current classification or, for incumbent Reservation Sales Agents, must be in a Department other than the employee's current department (see Article 4.01.02) or in a classification other than the employee's current classification.
- 7.03 The Company shall consider the following factors for the purpose of filling a permanent vacancy;
- (a) the qualifications, training, experience, skill, and ability of the employee; and
  - (b) the seniority of the employee.
- When factor (a) is to all intents and purposes equal as between two (2) or more employees, then seniority shall be the determining factor.
- 7.04 Written requests must be received by the Company within five (5) calendar days of the last day of posting as set out in Article 7.01 and will be considered in accordance with Article 7.03 before the permanent vacancy is filled. The Company will make the selection, if any, not later than fifteen (15) calendar days following the end of the job posting. The employee selected by the Company for the permanent vacancy will be subject to a four (4) month trial period during which time the Company may return the employee to his/her former classification if the employee is not able to do the work in the judgement of the Company.
- 7.05 The successful applicant shall not be entitled to bid for another permanent vacancy for a period of twelve (12) months from the date of the successful application, unless waived by the Company.
- 7.06 The filling of a permanent vacancy resulting from the assignment of an employee to the posted position shall also be subject to the job posting procedure set out in Article 7.01 through 7.05 but further resulting vacancies need not be posted.
- 7.07 The Company specifically reserves the right to:
- (a) fill the permanent vacancy with a temporary employee during the job posting procedure;
  - (b) fill the position previously held by the successful applicant with a temporary employee during the trial period set out in Article 7.04;
  - (c) hire a new employee, transfer other personnel to the permanent vacancy is in a Reservations Sales Agent Department, may assign, in inverse order of seniority, an employee from another Reservations Sales Agent department to the permanent vacancy, subject to the provisions of Article 7.03
    - (i) if no applications are received within five (5) calendar days as set out in Article 7.04; or
    - (ii) if the employees who submitted an application within the five (5) calendar days as set out in Article 7.04 are not qualified to perform the work.

## **ARTICLE 8 - TEMPORARY EMPLOYEES**

- 8.01 Nothing in the Agreement prohibits the Company, in its sole discretion, from hiring temporary employees. The term "temporary" employee shall include:
- (a) any person who is hired in accordance with Articles 7.07(a) or (b);
  - (b) any person who is temporarily replacing, directly or indirectly, an employee who is on vacation or a leave of absence provided for under this Agreement; and
  - (c) any person who is hired to perform a temporary work assignment of not more than one hundred and twenty (120) calendar days.
- 8.02
- (a) Where it is known or anticipated that a temporary vacancy will exist for a period of over one hundred and twenty (120) calendar days, the Company shall recall laid off employees in accordance with Article 11.07 before hiring temporary employees.
  - (b) Where it is known or anticipated that a temporary vacancy will exist for a period of over thirty (30) calendar days but not more than one hundred and twenty (120) calendar days, the Company shall offer such temporary work to laid off employees in the classification in which the work arises, in order of seniority, provided that the employee has the necessary skill, ability, qualifications, training and experience to immediately be able to perform the required work. Article 11.07 shall not apply to such offers. Any laid off employee offered such a temporary work assignment must be immediately available when required, failing which the Company shall be entitled to offer the assignment to the next most senior laid off employee in the classification who fulfils the requirements described herein.
- 8.03
- (a) Only the following provisions of this Collective Agreement shall apply to temporary employees:
    - Article 1 - Purpose and Definition
    - Article 2 - Union Recognition
    - Article 3 - Management Rights
    - Article 4 - Scope of Agreement
    - Article 5 – Pay Rates
    - Articles 6.01-6.07 - Hours of Work, Work Schedules, Meal Periods, Rest Periods, and Shift Trades
    - Articles 8.01-8.02 - Temporary Employees
    - Article 9 (except 9.03 – time bank reference and 9.04)
    - Article 12.04 and 12.05
    - Article 13 – Statutory Holidays (except 13.05)
    - Article 15 - Grievance Procedure
    - Article 17 – Arbitration
    - Article 18.01 – Communication in writing
    - Article 19.01 – Health and safety
    - Article 20.01 - Human Rights
    - Article 20.03 – Uniforms
    - Article 20.05 – Training and Staff Meetings
    - Article 22 - Dues and Checkoff
  - (b) Temporary employees shall have access to the procedures described in Article 16 for matters of discipline other than discharge.

**ARTICLE 9 - OVERTIME RECALL, TIME CLEARANCE, TIME BANK, TIME OFF, TIME RECORD**

**9.01 AUTHORIZATION**

No overtime or recall shall be worked except on prior authorization of proper management personnel. Such authorization shall be approved on an overtime authorization form. In cases where prior authority cannot be obtained, or an employee is unable to complete a transaction with a customer, the time worked in excess of the established shift shall be reported to management and paid as overtime.

**9.02 OVERTIME**

All overtime worked by an employee who is outside and consecutive with their scheduled shift will be considered as overtime. All overtime will be paid at one and one-half times the regular rate of the employee.

**9.02.01 Recall**

If an employee is requested to work any time not consecutive with their scheduled shift, including days off, the Company shall establish the time to be worked. All recalls will be paid at one and one-half (1 ½) times the regular rate of the employee with a minimum credit of four (4) hours.

**9.03 TIME CLEARANCE**

All time credits (including credits accumulated in accordance with Article 13) shall be cleared on the pay cheque for each pay period; alternatively, at the request of the employee, the credits may be recorded in a time bank as provided for in Article 9.04.

**9.04 TIME BANK**

**9.04.01** Employees may enrol in a time bank for the purposes of recording time credits accrued as a result of working overtime, by advising the Company in writing.

**9.04.02** On December 15<sup>th</sup> of each year employees will be required to advise the Company whether they wish to be paid any overtime hours worked or to enroll in the time bank, starting January 1<sup>st</sup> of the following year. Once having elected to enroll in the time bank, an employee may opt out at any time provided there is only one (1) change per calendar year. The employee must advise the Company in writing of his/her decision.

**9.04.03** Time Bank shall be limited to plus seventy-five (75) hours. A maximum of thirty-seven and one-half (37.5) hours may be carried over into the following calendar year. On December 1 of each year, any hours exceeding thirty-seven and one-half (37.5) in the time bank shall be paid out on the final pay check of the year.

**9.04.04** Accrued time credits may be withdrawn from the time bank in the form of time off, at some later date in accordance with Article 9.05.

**9.05 TIME OFF**

**9.05.01** When requested by an employee, time off may be granted at the sole discretion of the Company subject to the requirements of the service.

**9.05.02** For each full shift that an employee wishes to take off, he/she shall make his/her request in writing as far in advance as possible prior to the date required. Approval shall be in writing, stating the period of time off granted. When approval is granted, requests for identical time off shall be granted subject to the requirements of the service and seniority in the

classification.

9.05.03 Procedures for time off of less than one (1) full shift will be on the basis of first come first served.

9.06 **TIME RECORD**

The Company will post a listing on appropriate bulletin boards showing the following information on a semi-annual basis for each employee in the location:

- Location
- Employee's Name
- Employee's Number
- Holiday credits
- Time Bank balance

**ARTICLE 10 - PROBATION**

10.01 An employee shall be considered a probationary employee during the first six (6) months since their last date of hire and shall have no seniority rights. It is expressly understood by both parties that during the probationary period, an employee shall be considered on a trial basis and may be discharged at any time at the sole discretion of the Company, whether or not just cause exists, provided that such discharge was not effected arbitrarily, in bad faith, or for discriminatory reasons. Time worked as a temporary employee shall not be credited for purpose of completion of the probationary period.

## **ARTICLE 11 - SENIORITY, STAFF REDUCTION, RECALL**

11.01 Seniority, which will only be credited following the satisfactory completion of the probationary period, shall be determined, for the purposes of this Agreement, from the most recent date of employment with the Company. In the event two (2) or more employees have the same seniority date, the order of seniority of those employees shall be determined by lot.

### **11.02 SENIORITY LIST**

- (a) The Company will post a seniority list for the employees in the bargaining unit twice a year during the month of February, no later than the 28<sup>th</sup> and the month of August, no later than the 31<sup>st</sup>. A copy of such list will also be supplied to the Union.
- (b) An employee shall have thirty (30) days from the date of posting to challenge in writing the seniority list posted pursuant to (a), with respect to any adjustments to the previous posted seniority list.
- (c) All requests for correction shall be actioned by the Company in consultation with the Union District Chairperson within seven (7) calendar days of receipt.
- (d) Following expiry of the said thirty (30) day time period for such challenges and any adjustments made from the date of posting to challenge in writing the seniority list posted pursuant to (c), the seniority date of each employees shall be deemed to be conclusive.

### **11.03 RETENTION AND ACCRUAL OF SENIORITY**

Seniority shall be retained and accrued during absence due to layoff, strike or lock-out, sickness or accident, suspension without pay and authorized leaves of absence (except a long-term personal leave of absence as defined in Article 12.02.(02).

### **11.04 RETENTION AND NON-ACCRUAL OF SENIORITY**

Seniority shall be retained but not accrued when an employee is appointed to a job not covered by this Collective Agreement and during a long-term leave of absence. Such employees will have their seniority date adjusted and their position on the seniority list altered to account for time during which seniority was not accrued. This adjustment and alteration will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment or alteration already occurred, whichever is the earlier.

### **11.05 LOSS OF SENIORITY**

Seniority shall be lost, the employee's name removed from the list and the employee considered terminated, if the employee:

- (a) voluntarily resigns from the employ of the Company;
- (b) retires;
- (c) is discharged and such discharge is not reversed through the grievance

procedure;

- (d) is absent from work for three consecutive working days during which the employee has not notified the employer without justifiable reason;
- (e) without justifiable reason fails to return to work after being recalled from lay-off within the time limits prescribed under this Agreement;
- (f) has been laid off for a period of more than eighteen (18) consecutive months;
- (g) fails to return from an authorized leave of absence on the scheduled working day next following the expiry of the leave or having stated the reason for a request for a leave of absence, utilizes the leave for a different reason; or
- (h) engages in other employment during a leave of absence without permission being granted under the provisions of Article 12.01.04.

11.06

### **STAFF REDUCTIONS**

Staff reductions shall be made within the Region by classification, in accordance with the following procedure:

- (a) within the Reservations Sales Agent classification, in the event of a net reduction in the classification, the most junior employee within the affected department shall displace the most junior employee within the classification, provided that the remaining employees have the necessary skill, ability, qualifications, training and experience to perform the normal required work;
- (b) staff reduction within any classification shall be in inverse order of seniority, and the most junior employee within a classification may displace the most junior employee in the bargaining unit, provided the remaining employees have the necessary skill, ability, qualifications, training and experience to perform the normal required work.

11.06.01

Employees will be given written notice at least fourteen (14) calendar days in advance of layoff.

11.07

### **RECALL**

11.07.01

Recall from layoff within the region shall be according to the order of seniority within the classification, provided the employee to be recalled has the necessary skill, ability, qualifications, training and experience to perform the normal required work in a job to which he/she is being recalled.

11.07.02

When employees are recalled from layoff they will be notified by registered mail, copies to the Union.

11.07.03

The employee must advise the Company within forty-eight (48) hours of receipt of the notice, whether they wish to accept or decline the recall offer. Failure to respond within the time limit will result in the employee being considered to have resigned.

11.07.04

Employees accepting recall will report for duty on the date specified on the recall notice, which shall not be less than seven (7) calendar days from the date of notice unless otherwise mutually agreed.



11.07.05 Employees will be considered as having terminated their service with the Company should they refuse a recall in excess of one hundred and twenty (120) calendar days.

**ARTICLE 12 - LEAVE OF ABSENCE AND SICK LEAVE**

**12.01 LEAVE OF ABSENCE - GENERAL**

12.01.01 Any leave of absence granted in accordance with Company regulations and which is not provided for in this Collective Agreement shall be subject to the conditions of Article 12.02.

12.01.02 The approval of a leave of absence will not result in any changes to approved vacation dates.

12.01.03 An employee returning from a leave of absence shall return to the location held immediately prior to the commencement of the leave, subject to Article 11.

12.01.04 An employee who engages in other employment while on leave of absence shall be terminated unless the employee has received specific permission for such from the Company and the Union Headquarters in writing. Requests for permission to engage in other employment while on leave of absence shall be made in writing to the Company and to Union Headquarters.

**12.02 PERSONAL LEAVES OF ABSENCE**

12.02.01 When the requirements of the Company permit, an employee, upon written request through the employee's immediate supervisor, may be granted a voluntary leave of absence without pay. Requests for leaves of absence will not be refused unreasonably.

12.02.02 A personal leave of absence will fall into one of the following categories:

**Short-Term**

More than thirty (30) calendar days but not exceeding one hundred and eighty (180) calendar days.

**Long-Term**

More than one hundred and eighty (180) calendar days.

12.02.03 When two (2) or more requests for leaves of absence cover all or part of the same period, they shall be considered in the order of short-term first in order of seniority among those on hand at the time of the request and then long-term in order of seniority among those on hand at the time of the request.

12.02.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee shall make the request to their immediate supervisor. The Company may authorize a return to work on the date requested or another day mutually acceptable to both Company and employee, or the Company may deny the request. When a leave of absence is terminated prior to the originally approved date, no other employee will be displaced. The Company will advise the employee in writing of its decision on the request to terminate the leave.

12.02.05 During a short-term leave of absence an employee will retain and accrue seniority and company service and will retain all seniority rights.

- 12.02.06 During a long term leave of absence, the employee will retain but not accrue seniority and will retain all seniority rights. Adjustment of the employee's seniority date will be in accordance with Article 11. Company service will not continue to accrue during a long term leave of absence.
- 12.02.07 Once approved, a leave may not be cancelled.
- 12.03 **PREGNANCY AND PARENTAL LEAVE**  
Shall be granted and taken in accordance with the relevant provisions of the Ontario Employment Standards Act.
- 12.04 **JURY DUTY OR WITNESS**  
An employee will be granted time off due to jury duty or in order to act as a witness in any inquest or court proceedings. If said employee receives any payment for such duties, he/she shall reimburse the Company with any equivalent amount up to the maximum amount received by him/her in this capacity for any day or fraction of day served and this, in compensation for the salary advanced to him/her notwithstanding his/her absence from work. The above mentioned conditions do not apply to an employee involved personally in his/her own trial or court proceedings.
- 12.05 **BEREAVEMENT LEAVE**
- 12.05.01 Each employee shall be granted bereavement leave with pay in the event of the death of a member of his/her immediate family on any of his/her normal working days that would normally be taken during the four(4) working days immediately following the death. One (1) additional day with pay will be provided if the employee is required to travel more than 500 km or when the employee attends the funeral, handles estate matters, or is involved in some other way. The company may request proof of death.
- Immediate family means: spouse and children, parents, sister, brother, grandparents and grandchildren of both the employee and spouse, and shall include any relative permanently residing in the employee's household or with whom the employee resides.
- 12.05.02 An employee will not be eligible to receive bereavement pay under Article 12.01.02 if he/she is:
- on an authorized leave of absence or
  - in receipt of holiday, vacation, sick leave, short term disability or long term disability payments.
- 12.05.03 In unusual circumstances where the deceased is not a member of the immediate family (e.g. guardian), time off with pay may be granted to a maximum of four (4) day subject to the approval of the Company.
- 12.05.04 Additional leave without pay of seven (7) calendar days may be granted without reference to Article 9.05.
- 12.06 **SICK LEAVE**
- 12.06.01 Employees who have completed the probationary period shall be entitled to one (1) day of sick leave credit for each full month of active employment to a maximum of eight (8) days per fiscal year. After the employee's first year, such sick leave credits shall be awarded at

the beginning of each subsequent fiscal year. A day of sick leave credit shall be the equivalent of the employee's regularly scheduled daily hours.

12.06.02 Sick leave is only to be used in the event that the employee is unable to work as a result of illness or injury. There will be a no carry-over of sick leave credits from one year to the next.

12.06.03 The Company shall have the right to require a medical certificate where an employee is absent for three (3) consecutive days or longer and/or where patterned absences are present.

12.07 **FAMILY CARE LEAVE**

Employees will be allowed four (4) days in each fiscal year for the care of their sick or injured spouse, parents or child. The employee's earned sick leave will be reduced when he/she is absent up to a maximum of four (4) days leave per year. Misuse of family care leave will be subject to disciplinary action.

12.08 **UNION LEAVE**

Employees who have been elected or appointed to carry out business authorized by the Union on a full-time basis shall be granted a leave of absence for this purpose. The Union will advise the Company of the name of such employee, the term of such leave and the specific purpose. Not more than one (1) employee shall be granted such a leave at any one time. The Union shall repay the Company for the Company's cost incurred in the Employee Benefit Plan and the employee will continue to pay their contributions directly to the Company. Such employee shall continue to accrue service and seniority while on union leave.

**ARTICLE 13 - STATUTORY HOLIDAYS**

13.01 The following holidays, equivalent time off, or time credit will be granted to all employees who have completed thirty (30) days employment:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	Family Day

13.02 Employees who work on any the holidays shall be paid time and one-half (1 ½) for all hours worked in addition to payment for holidays listed in paragraph 13.01. In addition, employees who work on the statutory holiday will be given a day in lieu on a day mutually acceptable to both parties and subject to operational requirements.

Working statutory holidays shall be on a voluntary basis. If there are no volunteers, employees shall be selected from those who would normally be scheduled in inverse order of seniority.

13.03 Holidays which fall within an employee's vacation will be handled in accordance with Article 14.07.02.

13.04 An employee who has been on lay-off for two (2) weeks or more prior to a holiday will not be entitled to holiday benefits.

- 13.05           **FLOATING HOLIDAY**  
Employees who have been at the service of the Company for at least six (6) months of continuous service will, in lieu of Remembrance Day, be allowed a floater holiday as a paid vacation day. This floater will be bid as a vacation day at the same time as the employee bids their regular vacation but is not part of any form of payment upon departure of the employee from the Company.

#### **ARTICLE 14 - VACATIONS**

- 14.01           **GENERAL**  
Employees covered by this Agreement will be granted vacation entitlements as provided for in this Article. Such vacation must be taken during the vacation year in which it is earned and may not be accumulated year over year or be paid in cash.
- 14.02           Vacation payment will be made to employees in accordance with Article 14.07. If an employee's employment is terminated for any reason whatsoever, he/she will be paid unused vacation pay accrued to his/her credit in accordance with the Ontario Employment Standards Act.
- 14.03           **VACATION SCHEDULING**  
The Company will post, before October 1st of each year and until October 15th, a list on which an employee can designate their vacation preference. In designating their preference, the employee may indicate their first, second or third choices.
- 14.03.01       Employees who expect to be absent during the posting period may advise the Company, in advance and in writing, of their vacation preference(s). The Company will note such employees and their indicated preferences on the list when it is posted.
- 14.03.02       Employees who fail to indicate their vacation preference by October 15th will be assigned dates after all other employees in that location who have complied have been assigned their dates.
- 14.03.03       The Company will schedule vacations and will consider an employee's wishes based on his/her seniority, however, the efficient operation of the Company's business will be the controlling factor.
- 14.03.04       No later than November 1st the Company will post the approved vacation schedule on appropriate bulletin boards.
- 14.03.05       It is recognized by the parties to this Agreement that restrictions on the selection of vacation times may be necessary. Any restrictions on vacation dates must be declared by the Company prior to the employees selecting their dates.
- 14.03.06       The scheduled days off of employees will not be considered in the application of restrictions.
- 14.04           **SPLIT VACATION**  
Employees may split any/all of their vacation entitlement. Employees who elect to split their vacation will indicate their intent to split, together with the number of blocks and length and seniority preference for each block, at the time they select their dates.
- 14.05           Vacation dates may be exchanged between employees providing at least seven (7)

calendar days notice and subject to approval of the company. In addition, should a vacation slot become available, at the company's discretion, the vacant vacation slot will be posted and awarded based on seniority.

14.06 When an employee's vacation falls while they are on sick leave, pregnancy leave, parental leave or receiving disability benefits, or away due to jury duty or witness leave, the employee may elect to discontinue sick leave, pregnancy leave, parental leave, disability benefits or time off for jury duty or witness leave and take the vacation as scheduled. Alternatively, the employee may take vacation with pay, or any part thereof which is displaced, at the conclusion of sick leave, pregnancy leave, parental leave, disability or jury duty or witness leave and prior to return to work or at such other time as may be mutually agreed between the employee and the Company.

14.06.01 Notwithstanding the provisions of Article 14.06, when an employee's displaced vacation has not been taken as of December 31st of each year, the employee may elect to receive pay in lieu of that vacation upon return to work.

14.06.02 The employee shall advise the Company of their option prior to the commencement of the scheduled vacation.

14.07 **Entitlement**

Employees shall be entitled to vacation leave with pay. Such time away from work shall be granted in working days, exclusive of holidays, as provided in Article 13, which may occur during the vacation period in accordance with the following and subject to Article 14.07.01:

<b>Years of Entitlement (as of January 1<sup>st</sup> in every year)</b>	<b>Entitlement</b>	<b>% of Pay</b>
Less than one (1) year	1 calendar day for each full month of continuous service up to a maximum of ten (10) working days	4%
One (1) year but less than five (5)	10 working days	4%
Five (5) years but less than ten (10)	15 working days	6%
Ten (10) years but less than twenty (20)	20 working days	8%
Twenty (20) years and over	25 working days	10%

14.07.01 When an employee reaches the required length of service for additional vacation entitlement during the period January 1 – December 31, the employee will be granted the additional entitlement effective in their anniversary year.

14.07.02 For each holiday listed in Article 13 which falls within an employee's vacation period, the employee will receive a day off with pay added to that vacation block unless the employee elects for a credit of seven and one half (7.5) hours for such day.

14.07.03 Employees on pregnancy leave or parental leave shall not have their vacation entitlement reduced for the following year providing such leave is in accordance with Article 12.03. Vacation pay will be the applicable percentage of regular pay calculated as though the employee had not been on leave. Any extension to pregnancy leave shall be subject to a prorated vacation entitlement in accordance with Company regulations.

14.07.04 Employees who are recalled from layoff will have their vacation entitlement prorated for the fiscal year following recall in accordance with Company regulations.

## **ARTICLE 15 - GRIEVANCE PROCEDURE**

- 15.01 It is the desire of the parties to this Agreement that complaints or grievances be settled as promptly as possible. This Article is to provide for the prompt handling of such differences or disputes between the Company and any employee(s) coming specifically under this collective agreement concerning interpretation, application or alleged violation of this Agreement. Appeals from disciplinary or discharge action will be handled under the provisions of Article 16.
- 15.01.01 If an employee has a complaint or if they believe they have the basis of a grievance, they may have an informal discussion with their immediate supervisor at their location with a view to resolving the matter. If the employee fails to resolve the matter, they may ask the Union to initiate a written grievance.
- 15.02 **STEP 1**  
The Union shall have seven (7) calendar days after the alleged grievance has arisen, to file a written grievance to the employee's Manager/Representative. Within seven (7) calendar days the Company and Union will fully discuss the grievance following which the Company shall have seven (7) calendar days to render a written decision. Failing a satisfactory resolution, the grievance may be filed to Step 2.
- 15.03 **STEP 2**  
Within fourteen (14) calendar days following the receipt of the written decision from Step 1, the Union may file a written grievance to the Employee Relations Manager. The Employee Relations Manager shall schedule a meeting within fourteen (14) calendar days from the time the written grievance was received. The Company shall have fourteen (14) calendar days to render a written decision from the date of the meeting. Failing a satisfactory resolution, the grievance may be filed to arbitration.
- 15.04 Notice to arbitrate shall be given within thirty (30) calendar days following receipt of the Step 2 decision.
- 15.05 Time limits may be extended by mutual agreement.

## **ARTICLE 16 -DISCIPLINARY AND DISCHARGE ACTION AND APPEAL PROCEDURES**

- 16.01 This Article is to provide for the procedures relating to disciplinary and discharge action and the prompt handling of appeals.
- 16.02 No employee shall be disciplined or discharged except for just cause.
- 16.03 Disciplinary or discharge action will not be initiated without prior discussion with the employee(s) regarding the facts related to the case. At the commencement for the discussion, the employee(s) will be advised of their right to have a union representative present.
- 16.04 When disciplinary action is taken the employee shall be advised in writing. The advice shall inform the employee of the factual basis for such action, together with the employee's right to appeal.

- 16.05        **STEP 1**  
The Union shall have seven (7) calendar days after the grievance has arisen, to file a grievance to Step 1. The Company shall have seven (7) calendar days to render a written decision. Failing a satisfactory resolution, the grievance may be filed to Step 2.
- 16.06        **STEP 2**  
Within fourteen (14) calendar days following the receipt of the written decision from Step 1, the Union may file a written grievance to the Employee Relations Manager. The Employee Relations manager shall schedule a meeting within fourteen (14) calendar days from the time the written grievance was received. The Company shall have fourteen (14) calendar days to render a written decision from the date of the meeting. Failing a satisfactory resolution, the grievance may be filed to arbitration.
- 16.07        If a decision rendered at the Step 2 level is not satisfactory, the matter may be taken to arbitration in accordance with the provisions of Article 17.
- 16.08        Notice to arbitrate shall be given within thirty (30) calendar days following receipt of the Step 2 decision.
- 16.10        **CORRESPONDENCE**
- 16.10.01     All correspondence under this Article shall be copied to the District Chairperson and the Union Headquarters.
- 16.10.02     All correspondence to an employee(s) concerning discipline shall remain on the employee's(s) personnel file for a period of two (2) years.

**ARTICLE 17 - ARBITRATION**

- 17.01        Any dispute not settled in Article 15 or 16 may be submitted to arbitration and a hearing shall be held and decisions rendered under the provisions herein set forth. The party requesting arbitration will serve notice of intent to arbitrate to the other party in accordance with the disposition of Article 15 or 16.
- 17.02        Any grievance not submitted within the time limits nor advanced by the grieving party within any of the time limits provided in the grievance procedure shall be deemed to have been abandoned. No matter may be submitted to arbitration which has not been carried through all the requisite steps of the grievance procedure. Where no answer is given within the time limit specified in the grievance procedure, the griever shall be entitled to submit the grievance to the next stage of the grievance procedure.
- 17.03        A panel of arbitrators will be mutually agreed to by the parties.
- 17.04        An arbitrator shall be selected from the mutually agreed-to panel. Each arbitrator will be called upon to act on a rotation basis.
- 17.05        The arbitration shall be held in the city of Mississauga, Ontario or in another mutually agreed location.
- 17.06        The arbitrator shall not have jurisdiction to amend nor add to any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor give any decision inconsistent with the terms and conditions of this Agreement.



- 17.07. In the event that a grievance is submitted to arbitration in which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 17.08 The parties shall each pay one-half of the remuneration and expenses of the arbitrator.
- 17.09 The time limits fixed in both the grievance and arbitration procedures may only be extended by mutual written consent of the parties to this Agreement.
- 17.10 In the case of discharge grievance, an employee shall be requested to mitigate damages as fully as possible.
- 17.11 The arbitration award shall be binding on the parties to this Agreement and any employees involved.

## **ARTICLE 18 - UNION - MANAGEMENT RELATIONS**

### **18.01 COMMUNICATIONS IN WRITING**

All communications to an employee involving any of the following shall be in writing and copied to the Union District Chairperson: lay-off and recall; long term leaves of absence; and termination; additionally, all correspondence under Article 15 and 16 shall be copied to the Union District Chairperson.

### **18.02 UNION-MANAGEMENT COMMITTEE**

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

18.02.01 A Union-Management Committee will be established to promote better communications, mutual respect and understanding between the Company and its employees, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of other changes affecting the work or working conditions of employees.

18.02.02 The Union-Management Committee will be comprised of the Union District Chairperson and not more than two (2) other representatives of the Union, and those members of management designated by the Company.

18.02.03 Committee meetings will be held at least semi-annually on the second Tuesday in May and October unless mutually agreed otherwise. The committee shall ensure that minutes of each meeting are kept and approved.

### **18.03 TIME OFF - UNION BUSINESS**

It is agreed that Union representatives will be granted reasonable time off to carry out their functions. This time will be allowed as promptly as possible consistent with the requirements of the service. In order to facilitate this process it will be the obligation of the Union representatives to afford as much notice as possible of such needs and to clear their activities both with their own supervisors and with the supervisors of the employees involved in any problem situation.

- 18.03.01 Where Union Headquarters requests time off for employees to attend pre-scheduled educational training, the Company shall, subject to the requirements of the service, ensure those employees so designated will be released from duty. Union Headquarters shall request such time off at least one (1) week prior to the time being requested from the Company at the Headquarters level.
- 18.03.02 The Union shall be billed for the time off except in those cases where the Company has agreed to absorb certain costs. In either case, the employees involved in this activity are not debited or removed from the payroll. The billing to the Union shall be the hourly rate of pay for the employee involved times the number of hours taken as time off, and the benefit premium costs for the employees involved on a pro rata basis.
- 18.03.03 The Company shall pay the cost of time off for one (1) Bargaining Committee member for time spent in direct negotiations. In addition, the Company shall pay the cost of time off for a second Bargaining Committee member up to a maximum of five (5) days.
- 18.03.04 All time spent at grievance meetings with management, held during regular scheduled working hours, shall be paid for by the Company.
- 18.03.05 The Company will provide for a one (1) hour orientation period for addressing new employees at training sessions.
- 18.03.06 Once every year, the Company agrees to give the Union Chairperson five (5) days guaranteed time off with pay for the purpose of attending CAW meetings.

18.04.01 **Bulletin boards**

The Company will provide the Union with one (1) bulletin board at each location for the posting of official Union notices. Only notices that are signed by a Union official will be posted on the bulletin board.

18.05 **PAID EDUCATION LEAVE AND SOCIAL JUSTICE FUND**

- 18.05.01 The Company agrees to pay into a special fund, established by the Union five hundred dollars (\$500.00) per year for the purpose of providing paid education leave. Such paid education leave will be for the purpose of upgrading the employees' skills in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW and sent on September 1<sup>st</sup> of year by the Company to the following address with cheques made payable to the CAW Leadership.

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

**Social Justice Fund**

The company agrees to contribute five hundred (\$500.00) to the CAW Social Justice Fund. The fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a yearly basis, September 1<sup>st</sup> of each year, into the fund established by its Board of Directors and sent by the Company to the following address:

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



18.05.02 The member selected by the Union to attend such courses will be granted a leave of absence for up to twenty-three (23) days as required by the Union. Such days will be granted subject to operational requirements. The member of the bargaining unit will advise the Company at least two (2) weeks in advance.

#### **ARTICLE 19 - HEALTH AND SAFETY**

19.01 The Company and Union recognize the benefits to be derived from safe working conditions and work practices. Accordingly, it is agreed that all employees, Union representatives and Company supervisors at all levels cooperate to promote safe work practices and safe and healthy working conditions.

19.02 Two (2) persons selected by the Company and two (2) employees selected by the Union shall act as Health and Safety Representatives on a Joint Health and Safety Committee.

19.03 The provisions of the Occupational Health and Safety Act and the applicable Regulations there under will apply with respect to health and safety and the activities of the Joint Health and Safety Committee.

19.04 Upon request, a representative of the national Union's Health and Safety Department may be granted access to the workplace. Permission will not be unreasonably withheld.

#### **ARTICLE 20 - GENERAL PROVISIONS**

##### **20.01 HUMAN RIGHTS**

The Company and Union agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practised upon any employee because of membership or non-membership in the Union.

The Company and Union further agree that there will be no discrimination against any employee because of race, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability in accordance with the provisions of the Ontario Human Rights Code, R.S.O. 1990 c.H.19, as amended.

##### **20.02 IDENTITY CARD**

All permanent employees shall be entitled to an Air Canada Vacations photo identity card at Company expense. However, employees shall be charged a replacement fee of up to ten dollars (\$10) for lost or stolen cards.

##### **20.03 UNIFORMS**

Where the wearing of a uniform is required by the Company, the Company will pay the full cost of all compulsory items.

20.03.01 Each employee required to wear a uniform shall be paid a cleaning allowance of fifteen dollars (\$15.00) per month or part thereof.

##### **20.04 COPIES OF AGREEMENT**

The Company and the Union desire that all employees and all levels of management affected by this Agreement be familiar with the provisions herein. For this reason, all employees and all levels of management concerned shall be given a copy of the

Agreement.

20.04.01 As soon as practical, the Company and the Union will agree to a final draft of the Collective Agreement prior to printing.

20.05 **TRAINING / STAFF MEETINGS**

All obligatory training at the workplace other than during the employee's scheduled shift will be paid in accordance with Article 9.02 or 9.02.01.

20.06 **DOMESTIC VIOLENCE**

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

**ARTICLE 21 - GROUP BENEFITS**

21.01 **BENEFIT AND INSURANCE PLANS**

Subject to the provisions of this Agreement, the Company agrees to maintain the level of, and the ratio of Company/employee contributions to, the various benefit and insurance plans currently in effect, except as may be mutually agreed between the Company and Union Headquarters.

21.02 **GROUP LIFE INSURANCE**

The Company will pay the full premium cost of the basic Group Life Insurance Plan up to a maximum of one (1) times an employee's earnings, minimum \$35,000.

21.03 **ACCIDENTAL DEATH AND DISMEMBERMENT**

The Company will pay the full premium cost of the Accidental Death and Dismemberment coverage up to a maximum of one (1) times an employee's earnings, minimum \$35,000.

21.04 **GROUP INSURANCE DISABILITY INSURANCE PLAN**

All members will be covered under the current Weekly Indemnity and Long Term Disability Coverage Plan. The employee will pay the full premium cost of the plans.

21.05 **EXTENDED HEALTH INSURANCE**

The Company will pay the full premium cost for Extended Health care coverage.

21.06 **DENTAL INSURANCE**

The Company will pay the full premium cost for Group Dental Care Coverage. The Company shall be the sole policy holder and the administrator of the above mentioned Plan.

21.07 **PENSION PLAN**

As of September 1, 2002, it will be mandatory for all new employees in the bargaining unit to join the existing company pension plan with respect to the present terms and conditions indicated within the plan.

**ARTICLE 22 - DUES AND CHECK-OFF**

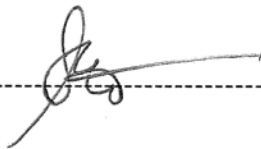
- 22.01 The Company shall deduct from the wages of each employee such sum as may be uniformly assessed by the Union Constitution/Bylaws subject to the conditions set forth herein. Such deductions shall be made from the bi-weekly wages owing an employee. The amount to be deducted shall not be changed except to conform with a change to the Union's Constitution/Bylaws.
- 22.02 When authorized by the employee and advised by the Union in writing, the Company will deduct the one-time initiation fee.
- 22.03 Deductions shall commence on the payroll for the first applicable pay period of the calendar month following the first date of employment in a classification covered by this agreement.
- 22.04 If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction shall be made from the wages of such employee on that payroll. The Company shall not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted in an earlier payroll.
- 22.05 Amounts deducted hereunder shall be paid by cheque payable to the Union and remitted by mail to the Union, accompanied by a statement of deductions from individuals, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 22.06 The Union agrees to indemnify the Company and save it harmless against any and all claims which may arise in complying with the provisions of Article 22.

**ARTICLE 23 - DURATION**

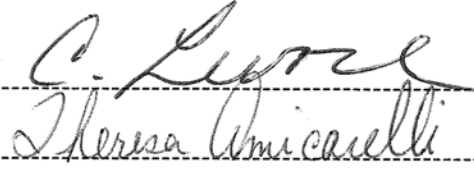
- 23.01 This Agreement is effective September 1, 2008 and will continue in effect until August 31, 2011 and thereafter from year to year unless either party gives notice in writing to the other party during the last ninety (90) days of the term of this Agreement of that party's intention to terminate or negotiate revisions.

Signed this 18th day of March, 2009

For the Company

  
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For the Union

  
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**MEMORANDUM OF SETTLEMENT  
August, 2008**

**AMENDEMENTS TO THE COLLECTIVE AGREEMENT**

**Between**

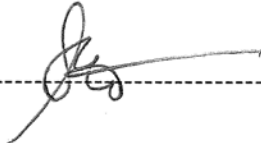
**AIR CANADA VACATIONS**

**And those employees represented by**

**National Automobile, Aerospace, Transportation and General Workers Union of  
Canada  
(CAW – Canada)  
and its Local 2002**

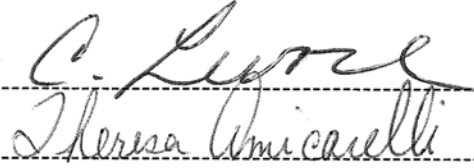
Signed and dated at Montreal, Quebec  
Signed this 18th day of March, 2009

For the Company



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For the Union



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April 2, 2009

Letter of Understanding – LOU 05-01

**To:** Theresa Amicarelli  
CAW, Local 2002

**Subject:** **Business Cards & IATA Membership Cards**

The company has agreed to supply members with generic business cards for the purposes of trade shows, etc.

The company has agreed to share half (50%) the costs of an IATA card. The employee must take the initiative in applying for the IATA card. Employee must return IATA card upon company departure.

Regards,

A handwritten signature in black ink, appearing to read 'Suzanne O'Shaughnessy', with a long horizontal stroke extending to the right.

Suzanne O'Shaughnessy  
Director, Human Resources



**LETTER OF UNDERSTANDING: PART -TIME EMPLOYMENT**

- L1.01** The Company will staff it's operation with Full-Time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of Part-Time employees may be desirable due to the varying workloads.
- L1.02** When Part-Time employment is resorted to, care must be taken to avoid deterioration of the working conditions and scheduling of Full-Time Employees.
- L1.03** Therefore, the parties to this Agreement agree to cooperate and work harmoniously together to avoid wherever possible added burdens on Full-Time employees because of lack of training of Part-Time employees and to avoid imposing any threat to continuous employment of Full-Time employees.
- L1.04** **The following rules will be applied in the use of Part-Time employees:**
- L1.04.01** Each Part-Time employee may be scheduled for a minimum of four (4) hours and up to eight (8) consecutive hour's employment per day and a minimum of twenty (20) and a maximum of thirty (30) hours per week.
- L1.04.02** During initial basic classroom training, the Part-Time employee may, for a maximum of two (2) weeks, be scheduled for eight (8) consecutive hours a day with a maximum of thirty-seven and a half (37.5) hours a week in which case rest and meal periods shall be equal to those of a Full-Time employee.
- L1.05** **Rates of Pay** – As provided in Article 5.01
- L1.06** **Meal and Rest Periods**
- L1.06.01** An employee scheduled to work four (4) hours shall be entitled to one (1) rest period that is fifteen (15) minutes in length.
- L1.06.02** An employee scheduled to work six (6) hours shall be entitled to one (1) fifteen (15) minute rest period and one (1) thirty minute unpaid meal period included in their shift.
- L1.06.03** An employee scheduled to work eight (8) hours shall be entitled to two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal period included in their shift.

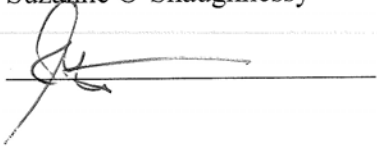
- L1.07**      **Job Posting** – As provided in Article 7
- L1.08**      **Overtime** – In cases where Full-Time employees do not wish, or are not reasonably available to provide necessary overtime requirements, Part-Time employees may be used.
- L1.09**      A Part-Time employee may be used to a maximum of seven and one half (7.5) hours of their scheduled hours and will be paid at regular rate. If working hours exceed the seven and one half (7.5) hours than employee will receive overtime credits which shall be at one and one-half times the regular rate of the employee.
- L1.09.01**    A Part-Time employee exceeding forty (40) hours per week Article 9.02 will apply.
- L1.10**      **Probation** – As provided in Article 10
- L1.11**      **Shift and Work Schedule Alterations**
- When an employee's schedule shift or scheduled shift starting time is altered, the Company will advise the employee personally, at least forty-eight (48) hours in advance of the starting time of the shift the employee would have worked or the starting time of the shift the employee will now be working, whichever is the earlier shift. The Company will initially advise the employee orally of the change and then provide confirmation, of the change, in writing, including the reason, with a copy to the Union. The forty-eight (48) hours of advance notice may be reduced if mutually agreed between the Company and the employee.
- L1.11.01**    The Company shall not alter an employee's scheduled day(s) on/day(s) off, unless it advises the employee personally at least two (2) weeks in advance of the starting time of the first shift that the employee would have worked or the first shift that the employee will now be working, whichever it the earlier shift. The two (2) week notice may be reduced to one (1) week notice if mutually agreed between the Company and the employee. The Company will initially advise the employee orally of the change and then provide confirmation, in advance of the change, in writing, including the reason, with a copy to the Union.
- L1.11.02**    An employee's scheduled shift(s) or scheduled shift(s) starting time or scheduled day(s) on/day(s) off may be altered to meet training requirements, including the training of another employee.

- L1.12 Seniority/Staff Reduction/Recall from Layoff** - As provided for in Article 11, Part-Time employees shall be denoted as such on the seniority list.
- L1.13 Sick Leave** – As per Article 12.06.01
- L1.14 Leave of Absence** – As per Article 12
- L1.15 Vacation Entitlement** - Vacation entitlement will remain for Part-Time employees as per Article 14.07.
- L1.15.01** Vacation pay will be pro-rated based on Part-Time employee earnings.

Agreed in Montreal, Quebec this 18<sup>th</sup> day of March 2009

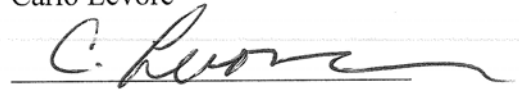
**For: Air Canada Vacations**

Suzanne O'Shaughnessy



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