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| No. OF EMPLOYEES | 54 | | |
| NOMBRE D'EMPLOYÉS | A.B. | | |

AGREEMENT

between

AIR CANADA

and the

CANADIAN

AIR LINE DISPATCHERS

ASSOCIATION

Effective: June 1, 1988

0201102

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between
AIR CANADA
and the
**CANADIAN AIR LINE
DISPATCHERS ASSOCIATION**

Effective: June 1, 1988

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PREAMBLE

P1.01 This agreement made and entered into this 20th day of May, 1988, by and between Air Canada, hereinafter referred to as the Company and the Canadian Air Line Dispatchers Association, hereinafter referred to as the Association, supersedes the Agreement between the Company and the Association dated the 9th day of May, 1986.

P1.02 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.

ARTICLE 1 — ASSOCIATION RECOGNITION

1.01 The Company recognizes the Association as the sole bargaining agent for the Flight Dispatchers and Assistant Flight Dispatchers permanently domiciled in Canada.

1.02 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 Association.

ARTICLE 2 — DEFINITIONS

2.01 The term FLIGHT DISPATCHER, hereinafter known as DISPATCHER, shall mean a qualified employee who is regularly assigned to exercise operational control as it pertains to the Flight Dispatch function of the Company in accordance with procedures, policies and Company regulations as approved by the Ministry of Transport.

2.02 The term ASSISTANT FLIGHT DISPATCHER, hereinafter known as ASSISTANT, shall mean an employee who is regularly assigned to a Flight Dispatch Centre to assist a Dispatcher under the direction of a Dispatcher.

2.03 The term DISPATCH employees shall refer to those employees classified as Dispatcher and Assistant.

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 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 — RATES OF PAY

- 4.01 The following are the rates of pay for Dispatchers and Assistant Dispatchers based on length of service in their respective classifications. The effective date of pay increases in the various steps listed below will be the first day of the ~~bi-weekly~~ pay period following completion of the required number of weeks in the previous step.

PERIOD ONE
MAY 30, 1988 TO MAY 28, 1989

| Classification | Weekly Rate | Hourly Equivalent | Monthly Equivalent |
|------------------------------|-------------|-------------------|--------------------|
| Assistant Dispatchers | | | |
| 1st 26 weeks | \$ 453.61 | \$ 12.10 | \$ 1972.37 |
| 2nd 26 weeks | 469.34 | 12.52 | 2040.79 |
| 3rd 26 weeks | 485.63 | 12.95 | 2111.61 |
| 4th 26 weeks | 502.48 | 13.40 | 2184.87 |
| 5th 26 weeks | 519.92 | 13.86 | 2260.70 |
| 6th 26 weeks | 537.96 | 14.35 | 2339.16 |
| 7th 26 weeks | 556.61 | 14.84 | 2420.24 |
| 8th 26 weeks | 575.94 | 15.36 | 2504.31 |
| 9th 26 weeks | 616.62 | 16.44 | 2681.17 |
| Dispatchers | | | |
| 1st 52 weeks | \$ 678.55 | \$ 18.09 | \$ 2950.46 |
| 2nd 52 weeks | 719.12 | 19.18 | 3126.87 |
| 3rd 52 weeks | 767.31 | 20.46 | 3336.43 |
| 4th 52 weeks | 833.70 | 22.23 | 3625.07 |
| 5th 52 weeks | 859.54 | 22.92 | 3737.45 |
| 6th 52 weeks | 886.18 | 23.63 | 3853.31 |
| 7th 52 weeks | 913.64 | 24.36 | 3972.69 |
| 8th 52 weeks | 941.98 | 25.12 | 4095.92 |
| 9th 52 weeks | 971.16 | 25.90 | 4222.81 |
| 10th 52 weeks | 1001.26 | 26.70 | 4353.68 |

PERIOD TWO
MAY 29, 1989 TO MAY 27, 1990

| Classification | Weekly Rate | Hourly Equivalent | Monthly Equivalent |
|------------------------------|-------------|----------------------|-----------------------|
| Assistant Dispatchers | | | |
| 1st 26 weeks | \$ 471.75 | \$ 12.58 | \$ 2051.27 |
| 2nd 26 weeks | 488.12 | 13.02 | 2122.42 |
| 3rd 26 weeks | 505.05 | 13.47 | 2196.07 |
| 4th 26 weeks | 522.58 | 13.94 | 2272.26 |
| 5th 26 weeks | 540.71 | 14.42 | 2351.13 |
| 6th 26 weeks | 559.48 | 14.92 | 2432.73 |
| 7th 26 weeks | 578.87 | 15.44 | 2517.05 |
| 8th 26 weeks | 598.98 | 15.97 | 2604.48 |
| 9th 26 weeks | 641.28 | 17.10 | 2788.42 |
| Dispatchers | | | |
| 1st 52 weeks | \$ 705.69 | \$ 18.82 | \$ 3068.48 |
| 2nd 52 weeks | 747.88 | 19.94 | 3251.95 |
| 3rd 52 weeks | 798.00 | 21.28 | 3469.88 |
| 4th 52 weeks | 867.04 | 23.12 | 3770.08 |
| 5th 52 weeks | 893.92 | 23.84 | 3886.95 |
| 6th 52 weeks | 921.63 | 24.58 | 4007.44 |
| 7th 52 weeks | 950.19 | 25.34 | 4131.60 |
| 8th 52 weeks | 979.66 | 26.12 | 4259.75 |
| 9th 52 weeks | 1010.01 | 26.93 | 4391.72 |
| 10th 52 weeks | 1041.31 | 27.77 | 4527.83 |

PERIOD THREE
MAY 28, 1990 TO MAY 26, 1991

| Classification | Weekly Rate | Hourly Equivalent | Monthly Equivalent |
|------------------------------|-------------|-------------------|--------------------|
| Assistant Dispatchers | | | |
| 1st 26 weeks | \$ 495.34 | \$ 13.21 | \$ 2153.83 |
| 2nd 26 weeks | 512.52 | 13.67 | 2228.54 |
| 3rd 26 weeks | 530.31 | 14.14 | 2305.88 |
| 4th 26 weeks | 548.70 | 14.63 | 2385.87 |
| 5th 26 weeks | 567.75 | 15.14 | 2468.69 |
| 6th 26 weeks | 587.45 | 15.67 | 2554.36 |
| 7th 26 weeks | 607.82 | 16.21 | 2642.91 |
| 8th 26 week | 628.93 | 16.77 | 2734.71 |
| 9th 26 weeks | 673.34 | 17.96 | 2927.84 |
| Dispatchers | | | |
| 1st 52 weeks | \$ 740.97 | \$ 19.76 | \$ 3221.90 |
| 2nd 52 weeks | 785.28 | 20.94 | 3414.54 |
| 3rd 52 weeks | 837.90 | 22.34 | 3643.38 |
| 4th 52 weeks | 910.40 | 24.28 | 3958.58 |
| 5th 52 weeks | 938.62 | 25.03 | 4081.29 |
| 6th 52 weeks | 967.71 | 25.81 | 4207.81 |
| 7th 52 weeks | 997.69 | 26.61 | 4338.18 |
| 8th 52 weeks | 1028.64 | 27.43 | 4472.74 |
| 9th 52 weeks | 1060.51 | 28.28 | 4611.31 |
| 10th 52 weeks | 1093.38 | 29.16 | 4754.22 |

- 4.02 Eligibility for Shift Premium will be as follows:-
Afternoon Shift — All hours worked on scheduled shifts commencing between **12:00** noon and **7:59** PM (inclusive).
Midnight Shift— All hours worked on scheduled shifts commencing between **8:00** PM and **6:59** AM (inclusive).
Irregular Shift- (in lieu of all other shift premiums) All hours worked on scheduled shifts commencing from **02:00** AM to **05:59** AM (inclusive) or terminating from **02:00** AM to **06:00** AM (inclusive).
Shift Premiums will be paid as follows:-
Effective March 1, 1979
 Afternoon Shift — **39¢** per hour
 Midnight — **46¢** per hour
 Irregular Shift — **48¢** per hour
In addition, a shift premium equivalent to that applicable to the employee's preceding regular shift shall be paid for all overtime hours worked.
- 4.03 The Company, at its discretion, may pay rates higher than the graduated scales but in accordance with the above and within the maximum.
- 4.04 Effective June 8, 1981, employees will receive longevity pay as follows:
After completion of ten (10) years of **service** in classifications covered by this Agreement: ten cents (**10¢**) per hour.
After completion of fifteen (**15**) years of service in classifications covered by this Agreement: fifteen cents (**15¢**) per hour.
After completion of twenty (**20**) years of service in classifications covered by this Agreement: twenty cents (**20¢**) per hour.
The longevity pay will become effective with the beginning of the pay period following completion of ten (10), fifteen (**15**) or twenty (**20**) years of service, as applicable, in all classifications.

**ARTICLE 5 — HOURS OF WORK, SHIFT & SCHEDULES,
FAMILIARIZATION & TRAINING,
OVERTIME AND UNDERTIME**

5.01 Hours of Work

- A. The standard working week shall be forty (40) hours and the standard working day shall be eight (8) consecutive hours, inclusive of meal periods. Where the standard working day or the standard work week is not practicable, the employee may be scheduled for eight and one-half (8½) hours inclusive of meal periods.
- NOTE:** The provision of allowing a shift to extend to eight and one-half (8½) hours is to provide for a one-half (½) hour shift changeover, or to achieve the equivalent of the forty (40) hour week at Flight Dispatch Centres where the "2 days on 1 day off" average work schedule is in effect.
- B. The length of the meal period shall be one-half (½) hour and shall occur during the third or fourth or fifth hours after commencement of the shifts, unless otherwise mutually arranged locally. It is recognized that occasionally circumstances may cause the lunch period to fall outside these limits. Under circumstances where due to the requirements of the service an employee is unable to receive a meal period at any time during his shift, he will be credited with one half (½) hour overtime at time and one-half.
- C. Employees are normally entitled to a scheduled rest period on Company time, in each half of the work day. However, it is recognized that working conditions at each Dispatch Centre are such that no formal rest periods will be scheduled.
- D. A copy of a monthly time summary for each Dispatch employee shall be kept on file in each Flight Dispatch Centre accessible at all times to the Flight Dispatch staff of the office.

5.02 Shift Schedules

- A. Dispatch employees shall be rotated periodically between day, afternoon and midnight shifts according to schedules approved by the Company. No deviation from this scheduled rotation principle may be made without consultation between the Company and the Association.

- B. In dealing with the question of work schedules it is the responsibility of the Company to establish the manpower needs at various periods and propose a work schedule to meet these needs. The employees may, through their Local Council Chairman propose an alternative schedule to provide the required coverage at no additional cost to the Company. It is most important that both parties **recognize** the obligation to work out the most acceptable arrangement to cover the work requirement and to ensure that every effort is made to arrive at a mutually satisfactory solution.
- C. Shift schedules shall be drawn up following consultation with the Association and posted three **(3)** months in advance where practicable, but in any case not less than one **(1)** month in advance of the effective date and to be for a duration of at least one **(1)** month. Changes in schedules may be made only after consultation between the local Manager and the local Chairman and provided notice of change is given one **(1)** week prior to the effective date of change.
- D. When a shift change occurs due to an additional employee being inserted into the shift, one **(1)** week's notice of change shall not be necessary and no employee shall be considered to be working on a previously scheduled day off.
- E. When an employee is unable to report for duty for any reason, a schedule change may automatically be put into effect on the eighth day from and including the first day that the employee was absent, and the one **(1)** week notice period will be considered to have expired. On the effective date of any revised schedule, the previous schedule will be considered cancelled. However, no earned days off shall be lost as a result of the schedule change.
- F. Where there is a Dispatch employee who is shown as extra to the schedule, his shift may be changed to days or evenings by the Company providing seventy-two **(72)** hours notice is given and that a minimum of sixteen **(16)** hours have elapsed since the end of his last scheduled shift. During the initial seven **(7)** day period, no overtime credit will be provided unless the employee is required to work on one of his previously scheduled days off.

- G. A shift schedule shall be prepared for each Dispatch employee. It is agreed that, on a preplanned shift schedule basis (reference Article 5.02B), the senior qualified Assistant at the Flight Dispatch Centre may be used as a Dispatcher on a temporary basis, or a Dispatcher may be used as an Assistant on a temporary basis as required. A Dispatcher used as a relief Assistant under these conditions shall not have his salary reduced.

5.03 Familiarization & Training

- A. Except under unusual circumstances the provisions of Article 5.01A will apply when a Dispatcher is absent from regular shift duty for familiarization purposes. When an employee's shift schedule will permit and subject to agreement between the local Shift Manager and the employees at a centre, familiarization flights may be made during an employee's scheduled days off. In such circumstances no overtime credit will apply.

Following his return from a familiarization flight a Dispatch employee shall be entitled to a minimum rest period of twelve (12) hours before being required to return to duty.

- Et. Time spent on training during a regularly scheduled shift or a shift which has been substituted for a regularly scheduled shift will be considered as time worked and credited on a straight time basis; therefore, if an employee is required to work overtime on that day the normal premium rates will apply to such overtime.

Time spent on training prior to or following a scheduled or substituted shift which is worked will be credited at time and one half.

Time spent on training on a scheduled day off will be credited at time and one half-subject to a minimum credit of four hours at time and one half.

5.04 Overtime

- A. A Dispatch employee required to work overtime will be credited as follows:
1. Time and one half for work in excess of his normal shift or on a scheduled day off.

2. Double time for hours worked in excess of twelve (12) hours on a scheduled work day or more than eight (8) hours on a regularly scheduled day off.
 3. When required to report for work on any two or more days of a group of regularly scheduled consecutive days off he shall be credited at double time for all hours worked on the second and subsequent of such days.
- B. No overtime credit will be allowed for the following:
1. Shift Changeover.
 2. When voluntarily covering a shift or part of a shift for another Dispatch employee.
 3. When, with the approval of the local Shift Manager, two Dispatch employees exchange shifts.
 4. When **familiarization** flights are taken during an employee's scheduled days off as provided in Article 5.03A above.
- C. A Dispatch employee who, after leaving work, is required to again report for duty and commences work more than two hours prior to the start of his next regularly scheduled shift shall be credited with a minimum overtime credit of six (6) hours.
- D. Time credits for statutory holidays as provided in Article 7 of this Agreement shall be **credited** to the employee's overtime record.
- E. The first forty (40) hours of overtime accumulated to an employee's credit during the year commencing with the first pay period of the calendar year, shall be held as a buffer and, at the option of the Company, shall be paid for at the end of the last full pay period of the calendar year at the applicable rate being received on the last day of that pay period or added to the following year's vacation as an extra seven (7) days.
- F. The Company shall state its intention with respect to the forty (40) hour buffer time before the employees at a centre exercise their preference for vacation periods.
- G. Overtime in excess of forty (40) hours shall be paid for at the end of each pay period at the applicable rate being received by the employee on the last day of the pay period.

H. When Dispatcher overtime is required and a **Dispatcher** is not available to work, the senior available Assistant qualified to **act** as a relief Dispatcher will work the overtime. The method of rotation of overtime for Dispatchers and Assistants will be mutually agreed between the local Manager and the Local Council Chairman. Subject to the needs of the service, Dispatch employees will not work more than two **(2)** overtime shifts on their regularly scheduled days off.

NOTE: In cases where Flight Dispatcher overtime is required and a Flight Dispatcher is not available the Company may at its discretion:

1. Maintain the number of Flight Dispatchers and Assistant Flight Dispatchers scheduled to work by:
 - a. Calling in and upgrading the senior qualified Assistant Flight Dispatcher if he is on his day off.
 - b. Upgrading the senior qualified Assistant Flight Dispatcher if he is on the shift and calling in an Assistant flight Dispatcher.

OR

2. Decrease the number of Assistant Flight **Dispatchers** by upgrading the senior qualified Assistant Flight Dispatcher who is on the shift.

5.05 Undertime

- A. Unless recommended for payment by the local Manager or provided by this Agreement, an employee absent from duty on a scheduled work day shall lose pay for such time lost during a pay **period** at the **hourly** rate applicable to the **salary being** received by the employee on the last day of the pay period.
- B. Time lost may be deducted from any accumulated overtime standing to an employee's credit.

ARTICLE 6 — VACATIONS

6.01 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 Leave 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: 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, if all days of the month before commencement are Statutory or Company declared holidays and/or scheduled days off of the employee's work cycle.

Employees who have completed one (1) year or more of continuous service by December 31st of each year will be granted fourteen (14) calendar days vacation leave with pay.

Employees who have completed three (3) years or more of continuous service by December 31st of each year will be granted twenty-one (21) calendar days vacation leave with pay.

Employees who have completed ten (10) years or more of continuous service by December 31st of each year will be granted twenty-eight (28) calendar days vacation leave with pay.

Employees who have completed twenty (20) years or more of continuous service by December 31st of each year will be granted thirty-five (35) calendar days vacation leave with pay.

NOTE: Effective January 1, 1983, employees who have completed eighteen (18) years or more of continuous service by December 31st of each year will be granted thirty-five (35) calendar days vacation leave with pay.

Employees who have completed thirty (30) years or more of continuous service by December 31st of each year will be granted forty-two (42) calendar days vacation leave with pay.

- 02 Vacation leaves will be taken in consecutive days (unless special circumstances in individual cases warrant otherwise), and at such time as the services of the employee can be spared; said vacation to be made available during the twelve month period January 1 to December 31. It is not cumulative and will be forfeited if not taken during the twelve months immediately following the period for which it is granted, unless special circumstances warrant otherwise and prior arrangements are made.
- 03 Subject to the needs of the service, preference of vacation periods shall be granted whenever practicable to Dispatchers in order of Dispatcher seniority, followed by Assistants in order of Assistant seniority.
- 04 In the event of termination of employment with the Company, a Dispatch employee shall be paid for vacation not previously taken.
- 05 By October 1st of each year, the Company shall provide a list of available vacation periods and the employees shall be required to indicate their preference for vacation periods in sufficient time to permit posting of the vacation list by December 31st of the year preceding that in which the vacation will be taken.
When establishing the available vacation periods, the Company will relate their duration to the work schedule established for each Flight Dispatch Centre, i.e., 6/3 — 9 day period, 5/2 — 7 day period, or other such periods to facilitate scheduling.
- 06 A. Dispatch employees with less than four (4) weeks annual vacation may elect to split their vacation into not more than two (2) periods; those with four (4) or five (5) weeks annual vacation may elect to split their vacation into not more than three (3) periods; and those with six (6) weeks annual vacation may elect to split their vacation into not more than four (4) periods.

- B. The method of selection for the first period will be in accordance with Article 6.03, and the selection of the second, third and fourth periods of vacation will be determined in the same manner after all eligible employees have indicated their first, second and third choices, as appropriate.

ARTICLE 7 — STATUTORY HOLIDAYS

7.01 The following holidays are recognized by this Agreement:

| | |
|----------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| St. John the Baptist | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Holiday | |

7.02 Time credits for the holidays listed in Article 7.01 shall apply as follows and be credited to the employee's overtime record.

- A. Where a holiday falls on an employee's scheduled working day and he is granted the day off, he shall receive no additional credit.
- B. Where a holiday falls on an employee's scheduled working day and he is required to work, he shall receive additional credit of twelve (12) hours.
- C. Where a holiday falls on an employee's regular day off, he shall be credited with eight (8) hours. This shall be in addition to overtime credits for any work done on such regular day off.
- D. Where a holiday falls on an employee's scheduled working day and he is on Company sick leave with pay, he shall receive an additional credit of eight (8) hours.

ARTICLE 6 — SENIORITY

- 8.01** The Company shall maintain seniority lists consisting of the names, location and seniority ranking, serially numbered, of all Dispatchers and Assistants covered by this Agreement. Such lists shall be known as the "Air Canada Flight Dispatchers and Assistant Flight Dispatchers Seniority Lists".
- 8.02** The seniority ranking as a Dispatcher or Assistant of all employees entitled to seniority was established in accordance with Section 6 of Agreement between the Company and the Association effective November 1st, 1945, and seniority lists posted and adopted herewith.
- 8.03** A. The seniority ranking of a Dispatcher classified as such on or after January 1, 1940 shall be established as from date of first permanent assignment as a Dispatcher. If two or more Dispatchers have duplicate date of first permanent assignment as such, their seniority as an Assistant shall govern.
- B. The seniority ranking of an Assistant shall be established as from the date of employment as a permanent Assistant. In cases of duplicate dates of employment as Assistants, their Company Service Dates shall be used to establish seniority. In cases of duplicate Company Service Dates, the ranking will be established by the last three (3) digits of the employee number, reversed, with the lower number identifying the more senior employee (000 being the lowest possible number).
- 8.04** Seniority lists shall be revised March 31st of each year to show additions and deletions, and shall be posted in each Flight Dispatch Centre within thirty (30) days following such revisions. Each person concerned shall have a period of thirty (30) days following the posting of these seniority lists to advise the Company of any inaccuracy affecting his seniority. A Committee composed of a Company representative and a representative of the Association shall investigate the reported inaccuracies and issue a revised list, if necessary, which shall be posted in the above manner.
- 8.05** Employees assigned as Dispatchers or Assistants on a temporary basis, shall not be placed on the Dispatchers or Assistants seniority list until such time as they receive a permanent assignment as a Dispatcher or Assistant. They shall accrue service for pay purposes while assigned as a Dispatcher or Assistant on a temporary basis,

- 8.06 When an employee named in the Dispatcher or Assistant Dispatcher seniority list is reclassified to a position outside the agreement, he shall retain and continue to accrue seniority as a Dispatcher or Assistant for a period of one (1) year from the date of transfer. If such employee returns to active Dispatch duties within one (1) year from the date of reclassification, he shall be permitted to assume his former position and location, his position meanwhile being filled on a temporary basis at the discretion of the Company. If such employee does not return to his former position within one (1) year from the date of transfer, his name will be removed from the "Air Canada Flight Dispatcher and Assistants Seniority List".
- 8.07 Any employee named in the seniority list once having established a seniority ranking hereunder shall not lose that ranking except as provided in this Agreement.
- 8.08 Any employee named in the seniority list (reference Article 8.01) who resigns from the service, deserts the service, retires on pension, fails to return to employment as per Article 11.05 or 13.06, or is discharged for just cause shall forfeit all seniority accrued and his name shall be removed from the seniority list.

ARTICLE 9 — PERIOD OF PROBATION

- 9.01 Assistants shall be on probation for the first six (6) months of accumulated service in such assignment. In special circumstances, this probationary period may be extended an additional three (3) months (at the employee's original rate of pay) and, in such cases, the Assistant will be advised by the Company in writing stating reasons, with a copy being provided to the Association.

ARTICLE 10 — FILLING OF ASSIGNMENTS

- 10.01 In matters involving advancement the decision shall rest with the Company provided that in the case of employees with equal ability, the employee possessing the greater seniority shall receive the preference.
- 10.02 The Company shall post notices in all Flight Dispatch Centres when a permanent Dispatcher's or Assistant's assignment becomes vacant or when additional permanent Dispatcher or Assistant assignments are established by the Company. A minimum period of five (5) days will be allowed for receipt of bids. Dispatch employees absent from their centres shall leave forwarding addresses or bidding instructions with the Local Manager or local shift Manager for assignments which may be posted during their absence. The senior qualified bidder shall be awarded the assignment. He shall pay his own transfer expenses; if he has, as a result of bidding on a bulletined vacancy, been transferred by the Company on or after March 1st, 1957, between centres in Canada or if he has been classified as a Dispatch employee on or after March 1st, 1957.
- 10.03 When a second Dispatcher vacancy is created as a result of filling the original vacancy, or a third Dispatcher vacancy is created as a result of filling the second vacancy, such vacancies shall be posted and filled as provided in Article 10.02 above. Fourth, or successive vacancies shall not require to be posted.
- 10.04 When no bids are received for a bulletined Dispatcher's vacancy or when the vacancy does not require to be bulletined, it shall be filled either by promotion of the most senior qualified Assistant, or by the transfer of a Dispatcher, the decision to rest with the Company.
- 10.05 When no bids are received for a bulletined Assistant's vacancy or when the vacancy does not require to be bulletined, it shall be filled by the transfer of an Assistant, or by hiring, the decision to rest with the Company.

ARTICLE 11 — REDUCTION OF SYSTEM STAFF

- 11.01 In all matters involving reduction of staff, reemployment and stepping back of classification, employees possessing the greater seniority shall receive the preference.
- 11.02 In the event of a reduction in the number of Dispatcher or Assistant assignments at a centre, the most junior employee in the classification affected shall be displaced. The junior Dispatcher at a centre affected by the operation of this provision shall be permitted to exercise his seniority either by displacing the most junior Assistant at his centre or the most junior Dispatcher on the seniority list holding a permanent assignment. The most junior Dispatcher on the seniority list affected by the operation of this provision shall be permitted to exercise his seniority to the extent of displacing the most junior Assistant at his centre or the most junior Assistant on the seniority list. A Dispatcher reverting to an Assistant under the operation of this provision shall retain seniority as a Dispatcher and shall retain the Assistant's salary to which his combined length of service as a Dispatcher and Assistant entitles him. He shall be given the first **opportunity** in order of **seniority** to resume the classification as a Dispatcher. In the event a Dispatcher has not exercised seniority outside his centre, he shall have priority rights to accept any Dispatcher's assignment becoming available at his centre and such assignment shall not require to be posted.
- 11.03 An Assistant displaced under the provisions of this Article may exercise his seniority to the extent of displacing the most junior Assistant on the seniority list. The most junior Assistant displaced under the provisions of this Article may, at the discretion of the Company and subject to the needs of the service, be assigned by the Company to a position where his experience and ability may be of benefit to the Company. He shall be given the first opportunity in order of seniority of resuming employment as an Assistant, subject to Article 11.05.
- 11.04 The Company will assume the expenses of personnel transferred under the application of this Article and Article 12.01 shall apply.

- 11.05 If a Dispatcher or Assistant who had been laid off or as a result of reduction of staff is transferred to another position within the Company is offered the opportunity to return to the service in a permanent Dispatcher or Assistant assignment and such employee elects not to accept such assignment or is not reemployed or re-assigned as a Dispatcher or Assistant within two (2) years from date of lay-off or transfer or such longer period as may be mutually agreed upon, his seniority right of preference in re-employment or re-assignment shall at that time terminate and his seniority as a Dispatcher or Assistant shall be forfeited.
- 11.06 A Dispatcher or Assistant who has been released due to the reduction of force shall file his address with the office of the Director, Flight Dispatch and shall thereafter promptly advise the Director, Flight Dispatch of any change in address.
- 11.07 A Dispatcher or Assistant shall not be entitled to preference in re-employment if he does not comply with the foregoing requirements, or if he does not return to the service of the Company within fifteen (15) days, or such longer period as may be established by the Company after notice to do so, sent by telegram to the last address filed with the Director, Flight Dispatch.
- 11.08 Each Dispatcher or Assistant affected by reduction of staff shall be permitted two (2) weeks after the effective date of such reduction in which to exercise the provisions of Articles 11.02 and 11.03 after the expiration of which time limit he shall forfeit his right to exercise.

ARTICLE 12 — EXPENSES

- 12.01 A Dispatch employee when transferred from one centre to another at Company request will be allowed transportation and expenses for himself and dependent members of his family in accordance with published Company Regulations.
- 12.02 Dispatch employees while away from their home office in connection with their duties, regular or special or temporary assignments, or enroute qualification or familiarization flights shall be allowed reasonable expenses incurred for lodging, meals and transportation, in accordance with published Company Regulations.

- 12.03 Dispatch employees making mutual transfers with the approval of the Company or otherwise transferring at their own expense shall be provided space available transportation for themselves and dependent members of their families to the extent permitted by Company Regulations. Such employees may, subject to the approval of the Company, be allowed time to drive their own automobile to their new base.

ARTICLE 13 — LEAVE OF ABSENCE

- 13.01 When the requirements of the service will permit, a Dispatch employee may be granted leave of absence without pay for a period of six (6) months for any reason deemed adequate by the Company. If a Dispatch employee has three (3) years or more of continuous service with the Company, such leave may be extended for additional periods not to exceed six (6) months.
- 13.02 When such leaves are granted, a Dispatch employee shall retain seniority. However, should he engage in other employment while on such leave of absence, he shall lose his seniority unless special written permission has first been obtained from the proper official of the Company. A Dispatch employee returning from an authorized leave or extension thereof as provided herein, shall be permitted to assume his former position at the location to which he was assigned prior to the beginning of his leave.
- 13.03 Leave of absence shall be granted Dispatch employees ordered to or who volunteer for extended military duty with Her Majesty's forces in time of war or national emergency.
- 13.04 Positions made vacant by authorized leaves of absence may be filled on a temporary basis at the discretion of the Company.
- 13.05 A Dispatch employee shall retain and accrue seniority while receiving benefits from the Group Disability Income Insurance Plan. If for medical reasons he is unable to be employed as a Dispatch employee at the termination of benefits from the Plan, he will continue to retain and accrue seniority provided he is employed elsewhere within the Company.

- 13.06 Following termination of benefits under the Group Disability Income Insurance Plan a Dispatch employee who is medically unfit to be employed as a Dispatcher or an Assistant who is not employed within the Company in any **capacity** shall retain his seniority for one **(1)** year.
- 13.07 During the first two **(2)** years that a Dispatch employee receives continuous benefits from the Group Disability Income Insurance Plan, he will be permitted to return to his former position and location upon recovery from his illness or injury. During this period, the vacancy will be considered temporary and not **posted for bid**. A Dispatcher vacancy will be filled by the temporary promotion of the senior qualified Assistant at that location. An Assistant vacancy may be filled by temporary assignment. This period may be extended beyond two **(2)** years by mutual agreement between the Association and Company. At the termination of this period, the vacancy will be posted for bid in accordance with Article **10**. Should the Dispatch employee subsequently become fit to resume employment as a Dispatcher or an Assistant, he may at that time exercise his seniority by bidding on any vacancy which exists or, if no vacancy exists or he is not the successful bidder, by displacing the most junior man in his classification at his former location. An employee who is displaced as a result of the application of this paragraph would then have access to exercising the provisions of Articles **11.02, 11.03, 11.08**.

ARTICLE 14 — SICK LEAVE

- 14.01 Sick leave will be in accordance with the relevant Company Regulations Manual.

ARTICLE 15 — OPERATION IRREGULARITIES

- 15.01 The Dispatch employee on duty in whose flight dispatch area a serious operating irregularity occurs will be permitted to attend any Company hearing or investigation being conducted into the serious operating irregularity when it is considered the actions of the Dispatch employee had a bearing on the said irregularity or on events and circumstances leading thereto. The Dispatch employee shall have the right to require the presence of a witness of his own choice or be represented by his duly accredited representative or representatives at the hearing or investigation.

- 15.02 Such representatives or witnesses who are employees of the Company shall, subject to space available, receive free transportation over the lines of the Company from the point of duty to the point of hearing and return.

ARTICLE 16 — GRIEVANCE PROCEDURE — GENERAL

- 16.01 A. It is the desire of the parties to this Agreement that local complaints or grievances be settled as promptly as possible.
B. Appeals from disciplinary or discharge action are excluded from the provisions of this Article and will be handled in accordance with Article 17.
- 16.02 A. Grievance under this Article shall be initiated by the aggrieved employee who may elect to be represented by the Association.
B. Grievances of a general nature may be initiated by the Company or the Association at the appropriate step depending on the nature and scope of such grievance.
C. Grievances must be filed within sixty (60) calendar days after the Dispatch employee would have reasonable knowledge of the occurrence of the facts giving rise to the grievance.
- 16.03 An employee who considers himself aggrieved may, after first attempting to obtain a satisfactory adjustment with his local shift Manager, appeal through the following steps in writing outlining both the nature of the grievance and the facts involved.
Step 1 The designated Shift Manager at his location.
Step 2 The Director, Flight Dispatch.
Step 3 The Senior Director, Flight Operations (or his designated representative).
Step 4 Senior Director, Labour Relations (or his designated representative).
- 16.04 Where the procedures outlined in Article 16.03 above have been exhausted, either the Company, the Association or the aggrieved may initiate the arbitration procedures in accordance with Article 18 within thirty (30) days of receipt of the final Company decision provided the grievance involves the interpretation, application or alleged violation of the provisions of this Agreement.

- 16.05 A. The following shall apply at all levels of the grievance procedure specified in Article 16.03 above:
1. A hearing shall be held within seven (7) calendar days of receipt by the Company of a grievance.
 2. Appeals must be lodged in writing within seven (7) calendar days of receipt of any decision.
 3. All decisions shall be rendered within seven (7) calendar days of the hearing and shall be communicated in writing to the parties concerned including in all cases the Association.
- B. The time limits specified in Paragraph A above may be extended by mutual agreement in writing.
- C. Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.
- 16.06 All employee witnesses called by the Association or employee concerned shall be granted time off without pay subject to the requirements of the services and shall be provided with space available transportation to and from the hearing.

ARTICLE 17 — GRIEVANCE PROCEDURE — DISCIPLINE OR DISCHARGE

- 17.01 A. A Dispatch employee may be held out of service by the Company for not more than seven (7) calendar days pending investigation of an alleged irregularity or misdemeanour.
- B. Where a Dispatch employee is involved in an alleged irregularity or misdemeanour and a preliminary enquiry requires direct questioning of the Dispatch employee, he shall first be advised that the interrogation is to determine his connection, if any, with the alleged irregularity or misdemeanour and shall be entitled to be accompanied by his duly accredited representative(s).

- 17.02 A. Where disciplinary action is taken, the employee will be notified in writing along with the reasons for such decision and informed of his right to appeal.
- B. Where discharge action is considered, the employee shall be suspended pending discharge; notified of the reasons for such decision in writing and informed of his right to appeal.
- 17.03 The provisions of this Article do not apply to employees during their probationary period.
- 17.04 An employee who has been disciplined or suspended pending discharge and who considers himself unjustly dealt with may appeal through the following steps in writing and may elect to be represented by the Association:
- Step 1 The Director, Flight Dispatch.
- Step 2 The Senior Director, Flight Operations (or his designated representative).
- Step 3 Senior Director, Labour Relations (or his designated representative).
- 17.05 Where an appeal is lodged under this Article the Company Officer or his designated representative 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 he considers to be just and equitable.
- 17.06 Where the procedures outlined in Article 17.04 above have been exhausted, the employee concerned may initiate the arbitration procedure in accordance with Article 18 within thirty (30) days of receipt of the final Company decision.
- 17.07 A. The following shall apply at all levels specified in Article 17.04 above.
1. Appeals must be lodged in writing within seven (7) calendar days of receipt of any decision.
 2. A hearing shall be held within seven (7) calendar days of receipt of notice of appeal.
 3. All decisions shall be rendered within seven (7) calendar days of any hearing and shall be communicated in writing to the parties concerned, including in all cases the Association.

- B. The time limits specified in Paragraph A above may be extended by mutual agreement in writing.
 - C. Any decision not appealed within the relevant time limits shall be final and binding on the parties concerned.
- 17.08 In cases of disciplinary or discharge action where no appeal is lodged by the employee, he may be disciplined or discharged effective the day following the appeal periods specified.
- 17.09 All employee witnesses called by the appellant shall be granted time off without pay subject to the requirements of the service and shall be provided with space available transportation to and from the hearing.

ARTICLE 18 — ARBITRATION

- 18.01 A. A Board of Arbitration shall be established when required and shall consist of one member appointed by the appellant, one appointed by the respondent and one Chairman appointed by agreement between the appointees of the appellant and the respondent, or failing such agreement, by the Minister of labour, at the request of either appointee.
- B. Each party must appoint its member to the Board within seven (7) days of receipt by the other party of a written submission to arbitration pursuant to Articles 16.04 or 17.06.
- NOTE:** By mutual consent, the parties may submit any matter to a single arbitrator for determination in accordance with the provisions of this Article.
- 18.02 A. The Board shall have jurisdiction to consider any matter properly submitted to it under the terms of this Agreement.
- B. The Board shall have no jurisdiction to consider any request for the modification of or addition to this Agreement or any matter which by the terms of this Agreement is exclusively vested in Management.

- 18.03 A. The Board shall establish its own procedures having due regard to the requirements of Natural Justice.
- B. The Board shall make every effort to render a decision with the minimum delay and in no case more than one (1) month from the date of the final hearing.
- 18.04 The Board shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.05 The Board, in the case of a grievance appeal, shall have the authority to render any decision that it considers just and equitable consistent with the terms of this Agreement.
- 18.06 In case of disciplinary or discharge appeals, the Board may uphold the Company's final decision, fully exonerate and reinstate the employee with pay for all time lost or render such intermediate decision as it considers just and equitable.
- 18.07 A. A majority decision shall constitute the decision of the Board but failing such majority, the decision of the Chairman shall govern.
- B. A decision of the Board shall be final and binding on the Association, the employee and the Company.
- 18.08 All employee witnesses called by the Board, the Association or the employee concerned, shall be granted time off without pay subject to the requirements of the service, and shall be provided with space available transportation to and from the hearing.
- A. The expenses incurred by the Board shall be borne equally by each party.
- B. Each party shall assume the expenses incurred by its own appointee.

ARTICLE 19 — GENERAL PROVISIONS

- 19.01 **Copies of Agreement:** The Company shall provide each Dispatch employee with a printed copy of this Agreement.
- 19.02 **Orders to Employees:** All orders to an employee involving a change in location or assignment, promotion, demotion, dismissal, layoff, disciplinary action and leave of absence shall be stated in writing.

19.03 **Corporate Reorganization:** Subject to the Industrial Relations and Disputes Investigation Act, in the event of reorganisation of the corporate structure of the Company, the Company undertakes to enter into discussion with the Association relating to the protection of employee seniority and other conditions of this Agreement.

19.04 **Technological Change:** In the event of technological changes that will affect the conditions of employment of any employee(s) in the bargaining unit, the Company shall enter into discussions with the Association as far in advance as possible before such changes are made, for the purpose of affording every possibility of continuous employment for the employees affected.

19.05 **Check-off of Association Dues:**

A. Effective August 1, 1969, 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 Association dues of the Association, subject to the conditions set forth hereunder.

1. The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include initiation fees or special assessments. The amount to be deducted shall not be changed during the term of Agreement excepting to conform with a change in the amount of regular dues of the Association in accordance with its constitutional provisions.
2. Membership in the Association shall be available to any employee eligible under the constitution of the Association on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Association. Membership shall not be denied for reasons of race, national origin, colour or religion.
3. 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.

4. 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.
5. Only payroll deductions now or hereafter required by law, deduction of monies due or owing the Company, pension deduction and deductions for provident funds shall be made from wages prior to the deduction of dues.
6. The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union, as may be mutually agreed by the Union and the Company not later than thirty (30) calendar days following the pay period in which the deductions are made.
7. The Company shall not be responsible financially or otherwise either to the Association or to any employee for any failure to make deduction or for making improper or inaccurate deductions or remittance. However, in any instance in which an error occurs in the amount of any deduction of dues from an 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 Association, 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 Association.
8. The question of what compensation, if any, shall be paid the Company by the Association in recognition of services performed under Article 19.05 shall be left in abeyance subject to reconsideration at the request of either party on fifteen (15) day's notice in writing.

9. In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be **made** by the Company pursuant to Article 19.05A of this Agreement, both parties shall cooperate fully in the **defense** of such action. Each party shall bear its own cost of such **defense** except that if at the request of the Association, counsel fees are incurred these shall be borne by the Association. Save as aforesaid, the Association shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any such deduction or **deductions** from payrolls.

19.06 Saving Clause: Where the provisions of this Agreement are at a variance with the Company regulations, the former shall take **precedence**.

19.07 Severance Pay

A. 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 layoff resulting from merger or geographical relocation, shall receive severance pay as provided in Paragraph B, 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:

1. He exercises his seniority in order to remain in the employ of the Company or accepts transfer.
2. He accepts any other employment with the Company or refuses to accept a job in his own or comparable work classification under this Agreement.
3. He fails to exercise his seniority which would enable him to remain in the employ of the Company.
4. The layoff is 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.
5. The off duty status results from a strike, lockout or picketing of the Company's premises.

- 6. He is on leave of absence on the effective date of layoff. In the case of an employee on leave of absence due illness on the date of layoff, these provisions will become effective on the date that he is able and reports for work following termination of such leave of absence.
- 7. His service is terminated as a result of discipline, retirement, medical reasons or resignation other than as a direct result of, or during a layoff.
- B. The amount of severance pay due under this Article shall be based on the length of actual straight time continuous service with the Company, and shall be computed on the basis of the employee's regular straight time weekly rate at time of layoff as follows:

| If employee has completed | Severance Allowance |
|--|----------------------------|
| 1 to 3 years | 2 weeks |
| 3 years but less than 4 years of service | 3 weeks |
| 4 years but less than 5 years of service | 4 weeks |
| 5 years but less than 6 years of service | 5 weeks |
| 6 years but less than 7 years of service | 6 weeks |
| 7 years but less than 8 years of service | 7 weeks |
| 8 years but less than 9 years of service | 8 weeks |
| 9 years but less than 10 years of service | 9 weeks |
| 10 years but less than 11 years of service | 10 weeks |
| 11 years but less than 12 years of service | 11 weeks |
| 12 years but less than 13 years of service | 12 weeks |
| 13 years but less than 14 years of service | 13 weeks |
| 14 years but less than 15 years of service | 14 weeks |
| 15 years but less than 16 years of service | 15 weeks |
| 16 years but less than 17 years of service | 16 weeks |
| 17 years but less than 18 years of service | 17 weeks |
| 18 years but less than 19 years of service | 18 weeks |
| 19 years but less than 20 years of service | 19 weeks |
| 20 years but less than 21 years of service | 20 weeks |
| 21 years but less than 22 years of service | 21 weeks |
| 22 years but less than 23 years of service | 22 weeks |
| 23 years but less than 24 years of service | 23 weeks |
| 24 years but less than 25 years of service | 24 weeks |
| 25 years but less than 26 years of service | 25 weeks |
| 26 years and thereafter | 26 weeks |

C. The employee eligible for severance pay shall receive such pay starting at the time of layoff, 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.

D. 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.

19.08 Reorganization of Corporate Structure

In the event of a change in ownership of the Company, merger with another company, or any other change in corporate identity, this agreement will remain in full force and effect and the recognition then in effect, issued by the Canada Labour Relations Board shall not be affected in any way, unless otherwise governed or directed by the Board. The Company further agrees to enter in negotiations with the Association relative to protection of the employees seniority and other conditions of this agreement. Failing settlement provisions of the Canada Labour Code will apply.



ARTICLE 20 — DURATION OF AGREEMENT

20.01 ~~This Agreement is effective June 1, 1988 except as otherwise provided herein and shall continue in full force and effect until May 31 1991 and shall~~ be subject to variation by mutual agreement between the parties. It 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 not later than sixty (60) days prior to the expiration date in any year. 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.

20.02 Letters of Understanding No. 1, 2, 3, 4, 5, 6, 7, and 8 will remain effective at the date of signing of this Agreement.

IN WITNESS THEREOF, the parties hereto have signed this Agreement this 20th day of May in the year 1988.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

| | |
|--|--------------------------------------|
| <u>R.M. Tritt</u> | <u>A. Sandziuk</u> |
| Manager, Labour Relations | President — CALDA |
| <u>E.F. Scott</u> | <u>P.G. Lunniss</u> |
| Director, Flight Dispatch | Vice President — CALDA |
| <u>L.A. Walters</u> | <u>D.M. McLeod</u> |
| Shift Manager, Flight Dispatch | Asst. Council Chairman AIR CANADA |
| <u>W.P. Sansom</u> | |
| Manager, Flying Operations | |
| <u>A. Forte</u> | |
| Supervisor, Labour Relations Research & Office Services | |

LETTER OF UNDERSTANDING NO. 1

At those locations where the normal Flight Dispatcher shift schedules are based on an average of one day off for each two days worked; as referred to in Article 5 — paragraph 5.01B, when an Assistant Flight Dispatcher is assigned as a Flight Dispatcher on a temporary basis he will be credited with one and one-half (1 ½) days for each day he works as a Flight Dispatcher for purpose of establishment entitlement to progression within the flight Dispatcher salary scale when so assigned.

Example

3 days worked X 1.5 = 4.5 days credit

Previous accumulation. 41.5 days

plus 4.5 days

New accumulation 46 days

IN WITNESS THEREOF, the parties have signed this Letter of Understanding this 20th day of February in the year Nineteen Hundred and Seventy-Four (1974) A.D.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

Geo C. Goode

A. Sandziuk

Vice President, Payload &
Operations Control

Director, Air Canada Airline
Executive Council

P. Paquin

P.G. Lunniss

Director, Labour Relations

Committeeman

LETTER OF UNDERSTANDING NO. 2

When an Assistant Flight Dispatcher works as a Flight Dispatcher in excess of ninety (90) work days during a Calendar Year, his annual vacation accrued during that year, which is to be taken during the succeeding year, will be paid at the Flight Dispatcher rate determined by the application of Letter of Understanding No. 1.

IN WITNESS THEREOF, the parties have signed this Letter of Understanding this 20th day of February in the year Nineteen Hundred and Seventy-Four (1974) A.D.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

| | |
|--|---|
| <u>Geo C. Goode</u> Vice President, Payload & Operations Control | <u>A. Sandziuk</u> Director, Air Canada Airline Executive Council |
| " <u>P. Paquin</u> Director, Labour Relations | <u>P.G. Lunniss</u> Committeeman |

LETTER OF UNDERSTANDING NO. 3

The Company agrees that an employee covered by this Agreement will not be denied a promotion, demoted or laid off because he is unable to acquire the language skills required by the job.

In the event that an employee is required by the Company to acquire a second language, the Company will assist such employee by providing language training at Company expense and on Company time.

An employee who is unable to achieve the necessary language proficiency may be transferred, at Company expense, to another position at a similar job level for which he can qualify within a reasonable length of time.

IN WITNESS THEREOF, the parties have signed this 'Letter of Understanding this 23rd day of July in the year Nineteen Hundred and Eighty-One (1981) A.D.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

L.F. McIntyre

E.M. Verrecchia

Senior Director, Payload &
Operations Control

President, Canadian
Airline Dispatchers Association

N.A. Radford

R.B. Simpson

Director, Labour Relations
Technical Personnel

Committeeman

A. Sandziuk

Director, Air Canada Airline
Executive Council

LETTER OF UNDERSTANDING NO. 4

This Letter is intended to record the understanding between the Company and the Association regarding the application of "waiting days" related to the Company sick leave plan which was reached on September 3rd, 1971, and which is quoted hereunder.

Effective October 1st, 1971, the "waiting day" as provided for in Company Regulations (707 Chapter 5, Item 2) will not apply to the employees covered by this Agreement.

This provision of the referenced regulations is being waived on the understanding that:

1. All employees covered by the Agreement will cooperate fully and report for work as scheduled unless unable to do so account genuine illness.
2. Any employee unable to report for work as scheduled will advise the Company as early as possible, including the reasons.
3. Based on the "frequency of illness" the Company may reinstate the provisions of the referenced regulations at anytime it deems necessary.

IN WITNESS THEREOF, the parties have signed this Letter of Understanding this 20th day of February in the year Nineteen Hundred and Seventy-Four (1974) A.D.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

Geo C. Gods

A. Sandziuk

Vice President, Payload &
Operations Control

Director, Air Canada Airline
Executive Council

P. Paquin

P.G. Lunniss

Director, Labour Relations

Committeeman

LETTER OF UNDERSTANDING NO. 5

Association-Management Headquarters Meetings will be held at least once each calendar quarter between representatives of the Association and Flight Operations/Human Resources Management. The dates of these meetings will be established by mutual agreement and minutes will be prepared and provided to both parties.

IN **WITNESS** THEREOF, the parties have signed this Letter of Understanding this **9th** day of May in the year Nineteen Hundred and Eighty-Six (**1986**) A.D.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

J.J. Nosko

A. Sandziuk

Director, Labour Relations
Arbitration & Research

President, **CALDA**

E.F. Scott

R.B. Simpson

Director, Flight Dispatch

Council Chairman -- Air Canada

LETTER OF UNDERSTANDING NO. 6

GROUP INSURANCES

L6.01 GROUP LIFE INSURANCE

The Company will pay the full cost of the Group Life Insurance premiums up to a maximum coverage of \$40,000. Coverage in excess of \$40,000 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 \$70,000. 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 \$10,000.

L6.02 GROUP DISABILITY INCOME INSURANCE

The Company will pay the full cost of the Group Disability Income Insurance premiums.

L6.03 SUPPLEMENTARY HEALTH INSURANCE

.01 The Company will pay the full cost of the Supplementary Health Insurance premiums (Plan II).

.02 The Company will provide and pay the full cost of the S.O.S. Medical Assistance Program.

.03 The special benefit for Involuntary Out&Country expenses as outlined in Publication 711, Chapter 9, will be increased from a lifetime maximum of \$25,000 to \$50,000.

L6.04 GROUP DENTAL INSURANCE

The Company will pay the full cost of the Group Dental Insurance premiums.

L6.05 VISION CARE INSURANCE

The Company will pay the full cost of the Vision Care Insurance premiums.

L6.06 The Company shall be the sole policyholder and administrator of the above-mentioned insurance plans.

L6.07 GROUP COMPREHENSIVE HEALTH INSURANCE

In lieu of the Group Comprehensive Health Insurance Plan, which was discontinued in Canada coincident with the introduction of

Medicare in the various Canadian provinces, the Company agrees to pay a monthly Medical allowance of:

\$10.00 married (monthly)
\$ 4.00 single (monthly)

Eligibility for this allowance is based on the membership status as it is established under the terms for this insurance Plan.

NOTE: Effective JANUARY 1, 1986, this allowance will not be paid to employees hired or transferred into classifications covered by this Agreement.

Effective JUNE 1, 1988, this allowance is deleted for all employees covered by this Agreement.

L6.08 CANADIAN PENSION REFORM

It is agreed that, for those employees covered by this Collective Agreement, 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 1, 1988 for all active members who are in classifications covered by this Collective Agreement as of June 1, 1988. The term "active members" includes employees under any leave of absence but excludes individuals who have terminated, died or retired prior to June 1, 1988.

IN WITNESS THEREOF, the parties have signed this Letter of Understanding this 20th day of May in the year Nineteen Hundred and Eighty-Eight (1988) A.D.

FOR: AIR CANADA

R.M. Tritt

Manager, Labour Relations

E.F. Scott

Director, Flight Dispatch

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

A. Sandziuk

President — CALDA

P.G. Lunniss

Vice President — CALDA

D.M. McLeod

Asst. Council Chairman
AIR CANADA

LETTER OF UNDERSTANDING NO. 7

TIME CHARGES FOR ASSOCIATION ACTIVITIES

The Company will pay for time lost from duty by the following **officers** and/or members of the Association when involved in the following activities relating exclusively to Air Canada employees:

- L7.01 GRIEVANCE PROCEDURE — FULL COST**
Council Chairman and two **(2)** additional members when presenting grievance at Steps 1 to 4 inclusive.
- L7.02 ASSOCIATION/MANAGEMENT HEADQUARTERS MEETINGS — FULL COST**
Council Chairman and one **(1)** additional representative (maximum **2**).
- L7.03 COMPANY REQUESTED HEADQUARTERS MEETINGS-FULL COST**
All officers and members of the Association the Company have requested to attend.
- L7.04 NEGOTIATIONS — HALF COST**
Council Chairman and two **(2)** additional representatives (maximum **3**) while in direct negotiations with the Company.
NOTE: The Company will also absorb the appropriate cost of the time lost by the personnel listed above for travel directly related to the above meetings.

IN WITNESS THEREOF, the parties **hereto** have signed this Letter of Understanding this **20th** day of May, **1988**.

FOR: AIR CANADA

FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION

R.M. Tritt

Manager, Labour Relations

A. Sandziuk

President — CALDA

E.F. Scott

Director, Flight Dispatch

P.G. Lunniss

Vice President — CALDA

D.M. McLeod

Asst. Council Chairman
AIR CANADA

LETTER OF UNDERSTANDING NO. 8
AIR CANADA PENSION PLAN -- INCOME PROTECTION

L8.01 DEFINITIONS

CPI

The Consumer Price Index for Canada as calculated periodically by Statistics Canada.

Duration

The period extending from the date the notice of the ratification of the Collective Agreement is given to the Company until December 31, 1991.

Adjustment Dates

January 01, 1988, January 01, 1989, January 01, 1990,
January 01, 1991, January 01, 1992

Eligible Beneficiaries

Includes eligible pensioners and eligible survivors.

Eligible Pensioner

Any disability pensioner who was a member of CALDA at time of retirement or any other pensioner who, on the adjustment date, has reached age sixty (60) and who, at retirement time, was a member of CALDA.

Eligible Survivor

Either the spouse of a deceased employee who was a member of CALDA at time of death or the spouse of a pensioner who was a member of CALDA at time of retirement and who is in receipt of a survivor income from the Air Canada Pension Plan.

L8.02 PENSION INDEX

The Pension Index for 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.

L8.03 PERCENTAGE ADJUSTMENT

The percentage adjustment for a given year shall be determined as follows:

- (i) Calculate the percentage increase in the Pension Index of the current year over the Pension Index of the immediate preceding year subject to a maximum increase to eight percent (8%), and
- (ii) multiply the percentage increase obtained in (i) above by fifty percent (50%).

L8.04 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 1/12th 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.

IN WITNESS THEREOF, the parties have signed this Letter of Understanding this 20th day of May, 1988.

FOR: AIR CANADA

**FOR: CANADIAN AIR LINE
DISPATCHERS
ASSOCIATION**

R.M. Tritt

A. Sandziuk

Manager, Labour Relations

President — CALDA

E.F. Scott

P.G. Lunniss

Director, Flight Dispatch

Vice President — CALDA

D.M. McLeod

Asst. Council Chairman
AIR CANADA

1988

| JANUARY | | | | | | | MAY | | | | | | | SEPTEMBER | | | | | | | | | |
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| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31 | | | | | 25 | 26 | 27 | 28 | 29 | 30 | | | | |
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| 7 | 6 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 6 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | | | |
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| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 26 | 27 | 28 | 29 | 30 | 31 | 25 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | | | |
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| 6 | 7 | 6 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 6 | 7 | 6 | 9 | 10 | 11 | 12 | | | |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | | | |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 27 | 28 | 29 | 30 | | | | | | |
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| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | | | |

1989

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| 15 | 16 | 17 | 18 | 19 | 20 | 21 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 29 | 30 | 31 | | | | | 28 | 29 | 30 | 31 | | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
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| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
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| FEBRUARY | | | | | | | JUNE | | | | | | | OCTOBER | | | | | | | | | | | | | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | | | | | | | | | | |
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| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | | | | | | | | | | | | |
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NOTES