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SOURCE	<i>Airlines</i>		
EFF.	<i>89</i>	<i>09</i>	<i>01</i>
TERM.	<i>92</i>	<i>08</i>	<i>31</i>
No. OF EMPLOYEES	<i>50</i>		
AGREEMENT NOMBRE D'EMPLOYÉS	<i>D.L.</i>		

between

CANADIAN AIRLINES INTERNATIONAL LTD.

and

**CANADIAN AIRLINE
DISPATCHERS ASSOCIATION**

representing

DISPATCH EMPLOYEES

Effective

September 1, 1989 to August 31, 1992

CCR - 3 1991

09/4001

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This Agreement is made and entered into by and between Canadian Airlines International Ltd., hereinafter known as the "Company" and the Canadian Air Line Dispatchers Association, hereinafter known as the "Association".

In making this Agreement the parties hereto recognize that compliance with the terms of the Agreement and the development of a spirit of co-operation is essential for their mutual benefit and in the public interest and for the intent and purpose of this Agreement.

It is mutually agreed that:

SECTION 1 - RECOGNITION

1.01 The Company recognizes the Association as the sole bargaining agent for the Chief Dispatcher(s), Relief Chief Dispatchers, Flight Dispatchers and Relief Dispatchers permanently domiciled in Canada, or who are or may be otherwise assigned to stations outside the territorial limits of Canada.

1.02 Omission of specific mention in this Agreement of rights and privileges established by the Company will not be

construed to **deprive** employees of such rights and privileges.

1.03 Dispatch Management **will** not regularly engage in any duties **which** may be construed as **performing work** that is **normally accomplished** by the dispatch employees covered by this Agreement, **as** defined elsewhere in this Agreement.

1.04 The third person masculine gender when used throughout this Agreement shall be understood to mean the third person masculine and **femfmine** gender.

SECTION 2 - DEFINITIONS

2.01 As used in this Agreement, the term Chief Dispatcher shall **mean** a Flight Dispatcher who has been designated by the Company to lead and direct the Dispatch staff as directed by the Manager, Flight Dispatch.

Management agrees to consult with the **CALDA A.E.C.** Director prior to the appointment of a Chief Dispatcher.

2.02 The term "**Relief** Chief Dispatcher" shall mean a Dispatcher appointed by the

Company to perform the duties of a Chief Dispatcher, in a relieving capacity, (i.e. sickness, Leaves of Absence, vacations, etc.) and will be paid according to the salary of a Chief Dispatcher while exercising these duties. Such an employee may not necessarily be assigned to a regular shift.

2.03 The term Flight Dispatcher, hereinafter known as Dispatcher, shall mean a qualified employee as per Section 15.(6) of ANO, Series VII. No. 02 who is regularly assigned the responsibility of exercising operational control over Company flights.

"Flight" shall mean any aircraft whose intended movement is positively recognized by a specific flight identifier (e.g. flight number, aircraft registration, etc.) and

"Operational Control" shall mean authority over the initiation, continuation, diversion or delay of a flight in the following manner;

Initiation and Termination; Assist the pilot-in-command by preparing the

operational flight plan and authorizing the release of the flight.

Continuation and Diversion: Monitoring and anticipating the progress of a flight from **its** point of origin to its **final** destination, including intermediate stops and **diversions** therefrom, in accordance with the provisions of the Company's flight watch, and including conveying to the **pilot-in-command**, by means of an appropriate **communications** system, any information necessary for the safe **conduct** of that flight.

In addition to the above, the Flight Dispatcher will be responsible for the **following** features of all Flight Forecasts issued for any company flight to the degree **indicated:**

Text

- a) Schedules - **Exclusive** control based on information provided by other sources;
- b) Actual Arrival and Departure - Not exclusive control but **responsibility** for monitoring and correcting when necessary;

- c) **ETD** - Not exclusive control but responsibility for monitoring and correcting when necessary. Such information when initiated by personnel other than Dispatch employees will not affect the ETA information at other than the next point of landing, **and;**
- d) **Reason for Delay** - Not exclusive control but responsibility for monitoring.
- e) **Remarks:** Any advice to do with flight routing or safety shall be the exclusive responsibility of Dispatch. Any **other** advice dealing **with commercial needs is** not an exclusive responsibility of Dispatch. Dispatch Remarks input must not be erased.

Nothing in the above is intended to prohibit the **Company** from:

- i) Operating specific types of flights without **assigning** the **responsibility** for the operational control of those flights to a Dispatcher. Such exemption will only apply to

those flights which in the opinion of the Company make it impractical to provide operational control from an established Dispatch location.

ii) Withdrawing from Dispatch employees other duties and functions which may be assigned to them from time-to-time.

2.04 The term "Relief Dispatcher" shall mean a Flight Dispatcher who is normally used for relief functions. A Relief Dispatcher may not always be assigned to a normally rotating shift schedule due to the nature of the position.

2.05 The term Dispatch Employee shall refer to those employees classified as Chief Dispatcher, Relief Chief Dispatcher, Dispatcher and Relief Dispatcher.

SECTION 3- RESERVATIONS OF MANAGEMENT

3.01 Except as provided herein, it is the exclusive duty and right of management to manage and direct employees, including the right to hire, promote, demote, transfer, assign, discipline and discharge, and to perform all other in-

herent duties and rights of management provided that in the exercise of such functions **management** shall not violate any provisions of this Agreement nor discriminate against any **employee** because of membership in, or lawful activities on behalf of the Association.

3.02 Employees covered by this Agreement shall be governed by all **Company** rules and regulations previously or hereafter issued by the **Company**, which are not in conflict with the **provisions** of this Agreement.

SECTION 4 - RATES OF PAY

4.01 Dispatch employees shall be paid a minimum monthly salary based on length of **service** in their respective **classifications** according to the following scales. As **used** in this Section, the phrase "Length of Service" means, for the purpose of salary reclassification, the period that an **employee** is carried on the Company's payroll and receives remuneration in accordance with **his/her** classification.

4.02 During the life of Agreement No. 02, general wage increases will be as follows:

**Effective September 1, 1989 5%
Retroactive to September 1, 1989**

Effective September 1, 1990 5%

Effective September 1, 1991 6% N.B.

N.B. The parties agree that the changes to the CALDA Pension Plan are in lieu of an additional 1% wage increase that otherwise would be effective September 1, 1991.

Rates of Pay:

Effective September 01, 1989 - Dispatcher:

<u>Year</u>	<u>Monthly Rate</u>	<u>Weekly</u>	<u>Overtime Straight Time Hourly Rate</u>
1	2,205	508.73	13.57
2	2,536	585.11	15.60
3	2,922	674.50	17.99
4	3,280	756.79	20.18
5	3,966	915.08	24.40
6	4,089	943.43	25.16
7	4,216	972.96	25.95
8	4,347	1,003.28	26.75
9	4,481	1,033.99	27.57
10	4,529	1,045.01	27.87
11	4,576	1,056.04	28.16

Effective September 01, 1990 - Dispatcher:

<u>Year</u>	<u>Monthly Rate</u>	<i>Weekly</i>	<u>Overtime Straight Time Hourly Rate</u>
1	2,315	534.17	14.24
2	2,663	614.37	16.38
3	3,068	708.23	18.89
4	3,444	794.63	21.19
5	4,164	960.83	25.62
6	4,293	990.60	26.42
7	4,427	1,021.61	27.24
8	4,564	1,053.44	28.09
9	4,705	1,085.69	28.95
10	4,755	1,097.26	29.26
11	4,805	1,108.84	29.57

Effective September 01, 1991 - Dispatcher:

<u>Year</u>	<u>Monthly Rate</u>	<u>Weekly</u>	<u>Overtime Straight Time Hourly Rate</u>
1	2,454	566.22	15.10
2	2,822	651.23	17.37
3	3,252	750.72	20.02
4	3,651	842.31	22.46
5	4,414	1,018.48	27.16
6	4,551	1,050.04	28.00
7	4,692	1,082.91	28.88
8	4,838	1,116.65	29.78
9	4,988	1,150.83	30.69
10	5,040	1,163.10	31.02
11	5,093	1,175.37	31.34

Chief Dispatcher - Duty, Training, Standards

Effective October 28, 1990:

<u>Step</u>	<u>Monthly Rate</u>	<i>Weekly</i>	<u>Overtime Straight Time Hourly Rate</u>
3	5,526	1,275.17	34.01
2 (52 weeks)	5,249	1,211.41	32.31
1 (26 weeks)	4,987	1,150.84	30.69

Effective September 1, 1991 - Chief
Dispatcher:

<u>Step</u>	<u>Monthly Rate</u>	<i>Weekly</i>	<u>Overtime Straight Time Hourly Rate</u>
3	5,858	1,351.68	36.05
2 (52 weeks)	5,565	1,284.10	34.25
1 (26 weeks)	5,286	1,219.90	32.54

4.03 A Dispatcher classified as a Chief Dispatcher shall receive top rate for the applicable year base salary plus the "premium" while permanently or temporarily acting as Chief Dispatcher. In any case, the minimum "premium" shall be fifteen percent above their current rate of a Dispatcher at the time of change in status.

Interim pay rate for Senior Dispatcher based on the rates contained in Collective Agreement No. 01 for Senior Dispatcher and until October 28, 1990, unless otherwise mutually agreed to, the following rates will be paid to the incumbent Senior Dispatchers:

Effective September 1, 1989

<u>Monthly Rate</u>	<u>Weekly</u>	<u>Overtime Straight Time Hourly Rate</u>
4,804.70	1,108.84	29.57

Effective September 1, 1990

<u>Monthly Rate</u>	<u>Weekly</u>	<u>Overtime Straight Time Hourly Rate</u>
5,044.93	1,164.28	31.05

Effective October 28, 1990, if the current **Senior** Dispatcher do not elect to fill or qualify for the Chief position, they will revert to a **Dispatcher position** at top pay, unless otherwise mutually agreed to.

4.04 The following hourly shift premiums will be paid to employees **working** applicable **shifts**:

Afternoon Shifts - **\$0.39** per hour for applicable hours worked

Night Shifts - **\$0.56** per hour for applicable hours worked

a) The following definitions are instituted for **administration** purposes:

DAY SHIFT - shall be any **shift** which starts between **0600** hours and **1159 hours** inclusive.

AFTERNOON SHIFT - shall be any shift which starts between **1200** hours and **1959** hours inclusive.

NIGHT SHIFT - shall be any shift which starts between **2000** hours and **0559** hours inclusive.

b) The rates of pay specified in **this** Article include an **inore-**ment of six point two-five (6.25) percent in lieu of time credit for shift changeover.

4.05 a) An employee will **receive** longevity pay of Sixteen Dollars and **twenty-five** cents (\$16.25) per month effective with the first full month following completion of ten (10) years of service in **classifications covered** by this Agreement.

b) An employee will receive longevity pay of Twenty-Four Dollars and **thirty-eight** cents (\$24.38) per month effective with the first **full** month **following** completion of fifteen (15) years of service in classifications covered by this Agreement.

c) An employee will receive longevity pay of Thirty-two **Dollars** and fifty cents (\$32.50) per month effective with the first full month following completion of twenty (20) years or more of service in **classifications** covered by this Agreement.

4.06 If a Dispatcher is absent for one hundred (100) days or more due to illness in ~~one~~ unbroken period, his automatic progression date in classification will be retarded for the amount of time absent.

4.07 Training premium of one dollar (\$1.00) per hour when the Company assigns a Dispatcher in training to a desk for on the Job training with a qualified Dispatcher. The qualified Dispatcher will receive the premium for the period of training time required.

4.08 Dispatcher Meal Expenses

<u>Balance of 1990:</u>	<u>Where no Company Cafeteria Facility Exists:</u>	<u>Where a Company Cafeteria Facility Exists:</u>
Breakfast	\$ 7.00	\$ 7.00
Lunch	11.00	5.00
Dinner	17.00	17.00
 <u>Effective January 1991</u>		
Breakfast	8.00	8.00
Lunch	14.00	8.00
Dinner	21.00	21.00
 <u>Effective January 1992</u>		
Breakfast	8.50	8.50
Lunch	14.50	8.50
Dinner	22.00	22.00

Additionally. Dispatchers. while travelling on familiarization flights will receive expenses as per the Flight Crew Expense Bulletin, in effect on the date of travel.

SECTION 5

* HOURS OF WORK, SHIFT SCHEDULES, FAMILIARIZATION & TRAINING, OVERTIME & UNDERTIME

HOURS OF WORK

5.01 The daily shift schedule for dispatch employees, exclusive of the time required for a relieving employee to become familiar with the current operational control status before assuming responsibility, will be determined by the needs of the service. The standard work day shall be eight (8) hours except as otherwise provided by the Agreement.

5.02 Thirty seven and one half (37.5) hours shall constitute the weekly average work schedule for dispatch employees, it being recognized that the needs of the service and the nature of the duties prevent a definite fixed or exact number of hours per week. Where it is not

practicable to ~~limit~~ the number of dispatch shifts to be worked to five **(5)**. In a seven (7) day period, an employee shall not be scheduled to work in excess of twenty (20) dispatch shifts in any ~~period~~ of twenty-eight **(28)** consecutive days. ~~Where~~ the needs of the service and the nature of the duties prevent fixed formal ~~meal~~ and rest periods or exact number of hours per week, shift schedules will be based on an average of 1.125 days off for each 2 days worked.

In the event the Company is required to provide ~~fixed/formal~~ meal periods or to grant any form of compensation by overtime pay or otherwise in lieu, the provision of 1.125 days off for 2 days worked will become null and void and shifts will revert back to a standard 37.5 hour work week.

5.03 When twelve **(12)** hour shift schedules are worked, the following terms and conditions apply:

The following definitions are instituted for ~~admin~~istration purposes:

Day Shift shall be any shift which starts between 0600 hours and 1159 inclusive.

Afternoon Shift shall be any shift which starts between 1200 hours and 1859 hours inclusive.

Night Shift shall be any shift which starts between 1900 hours and 0550 hours.

For those Dispatchers working twelve (12) hour shifts, the following credits will apply:

- a) Where a Statutory Holiday falls on an employee's scheduled working day and he is required to work, he shall receive an additional credit of eighteen (18) hours.
- b) Where a Statutory Holiday falls on an employee's scheduled day off, he shall either:
 - f) be credited with twelve (12) hours added to his overtime record, or

if) by mutual agreement be granted one (1) day off in lieu thereof. If mutual agreement cannot be reached the time will be taken in conjunction with his/her vacation in the following year or be placed in their long-term time bank.

c) Should an employee be required to work an overtime shift on a scheduled day off that is a Statutory Holiday he shall receive:

i) twelve (12) hours credited to his overtime record as per item (b)

if) twelve (12) hours credited to his overtime record at time and one half as per Section 5.11.

Those Dispatchers working 12 hour shifts will not be scheduled to work more than sixteen (16) shifts in a twenty-eight (28) day cycle. The total gross annual hours are not to exceed nineteen hundred and fifty (1950) hours. where the needs of the service and nature of the duties prevent fixed formal meal and rest

periods or exact number of hours per week, shift schedules *will be* based on an average of one point three three three (1.333) days off for each **one** (1) day worked.

5.04 Modified Shift Schedules

- a) Due to an imbalance of workload during **certain** periods of the work day, the eight (8) hour daily work schedule **or** twelve (12) hour daily work schedule may require altering.

In consultation and agreement with **CALDA** and as long as **it remains** mutually agreeable, a modified shift schedule will be drawn up to cover a work day other than an eight (8) or twelve (12) hour day. These modified shifts will take into consideration the working conditions agreed to in Section **5.02**. Overtime premiums will not be paid for hours **worked** in excess of eight (8) hours on such modified shifts.

- b) Each Dispatch Office will be staffed to provide coverage as follows:

Dispatchers sufficient to **exercise** operational control duties as **defined** elsewhere in this Agreement;

5.05 For the purpose of scheduling, the following classifications will each be considered as separate **functions** and will be scheduled separately Prom **each** other:

- a) Chief Dispatcher(s)
- b) Dispatchers/Relief Dispatchers

5.06 Dispatch employees shall be **rotated** periodically between shifts according to **schedules** approved by the Company. No **deviation from this** schedule rotation principle may be made without consultation between the Company and the Local Council Chairman. **When** the Company requires that staff changes are to be undertaken, consultation between the Company and the Association will precede such changes.

5.07 It is the responsibility of the Company to **establish** the manpower requirements. The **employees** through their Local Council Chairman will provide the work schedule in accordance **with** the manpower

requirements in a timely manner, subject to the Company approval. If the first work schedules acceptable to the Company are not forwarded in a timely manner the Company may establish an interim work schedule to be worked pending the provision of an acceptable work schedule.

- 5.08 a) Shift schedules shall be drawn up and posted three (3) months in advance where practicable, but in any case not less than one (1) month in advance of the effective dates and for a duration of at least one (1) month. (Changes in schedules may be made only after consultation between the Manager, Flight Dispatch and the local Chairman, and provided notice of change is given one (1) week prior to the effective date of the change.) When an employee is unable to report for duty for any reason, a schedule change may automatically be put into effect on the eighth (8th) 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, eliminating an employee's previously scheduled days off. **When** a schedule change occurs due to an additional **employee** being inserted into a 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.

- b) Shift trades in accordance with qualifications to do the full job will be the normal privilege of the employee. However, shift trades that result in continuous duty in excess of sixteen (16) hours or **successive** shifts without at least eight (8) hours rest time in between will not be **allowed**. Any difficulties anticipated **from** the exercise of this privilege will be discussed and resolved by the **local** representatives and the Company and the Association **or** at a higher level if necessary.

5.09 Except under unusual circumstances, the provisions of Paragraphs 5.01 and 5.02 of this Section shall 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 Manager, Flight Dispatch and the employee concerned) familiarization flights may be made during an employee's scheduled days off. In such circumstances, no overtime credit will apply. Prior to his departure and following his return from a familiarization flight of eight (8) hours or longer on Class 1 services, a dispatch employee shall be entitled to rest periods; after duty period of eight (8) hours the rest period shall be a minimum of twelve (12) hours.

- a) Familiarization flights of several days duration away from home base will be scheduled to satisfy Company requirements, however, if notice is short such familiarization flights shall be scheduled in consultation with the employee concerned and due consideration will be given to the employee's personal plans that employee may have in place.

Familiarization flights will be scheduled in accordance with the Company Flight Operations Manual.

5.10 Training shall be considered as time worked and if taken preceding or following a regular scheduled shift or on a regular day off will be credited and paid in accordance with Section 5 "Overtime", however, an employee's shifts and days off may be altered to coincide with training requirements with seven (7) days notice. Recurrent training will be scheduled in accordance with the Company Flight Operations Manual.

a) Training shall normally be scheduled between the hours of 0800 and 2200 hours local time. The maximum scheduled training period including breaks, shall not exceed eight (8) hours. A minimum of seven (7) days notice shall be given to employees prior to scheduled training.

OVERTIME

5.11 A dispatch **employee** who is required to **work** in **conjunction** with and in excess of his normal shift shall have his overtime record **credited** at the overtime rate of time and one half the first two hours and double time thereafter for all such time worked, except under the following **conditions**:

- a) **When** a dispatch employee voluntarily covers a shift or part of a shift for **another** dispatch employee;
- b) **When**, with the approval of the Manager, Flight Dispatch, two dispatch employees exchange shifts;
- c) **When** familiarization flights are taken during an employee's scheduled days off as **provided** in Paragraph 5.09 above;
- d) Attendance at training classes **as** provided in Paragraph 5.10 above;
- e) **Time** required for shift changeover purposes **shall** be considered as normal shift time.

NOTE: Overtime credits shall not be pyramided and the maximum overtime credit under any circumstances shall be double normal rate.

5.12 **lime credits** for statutory holidays may be **credited** to the employee's overtime **record**, or he may be given a day off in **lieu** thereof as provided in Section 6 of **this** Agreement.

5.13 a) All Dispatch employee overtime, undertime, recall and statutory **holiday** credits shall be recorded in a Dispatch employee annual time bank. All time credits **shall** be first used to reduce **any** negative balance of such bank. Requests for withdrawals **from** the time bank es time off during the year of accumulation **will** be made and recorded in advance and will be granted at the discretion of **the Company**. **The Company** will make a reasonable effort to **accommodate** such requests.

- b) Time lost due to tardiness or unauthorized absenteeism shall not be deducted as time off from the bank.
- c) Prior to November 30th of each year, each Dispatch employee shall advise the Company of his preference with respect to the disposal of the credits in his bank at the end of the year, and of his preference as to the ceiling to be applied to his overtime bank credits for the following year.
- d) Prior to December 31st of each year, the Company will announce a firm approved overtime ceiling, and a firm approved undertime floor to be applied to each Dispatch employee's annual time bank for the following year. All credits in excess of the Company approved ceiling will be paid at the end of the following month at the hourly rate applicable to the Dispatch employee at the time the credits were earned. All negative balances which exceed the approved undertime floor will be deducted from the Dispatch employees pay in the same manner.

- e) Prior to January 31st of each year, the Company will announce its decision with respect to the liquidation of the outstanding time bank credits remaining at the end of the year, it being understood that all Dispatch employees will receive equal consideration of their preference.

5.14 All such credits must be cleared from the annual bank as follows:

- a) All or part of the outstanding annual credits may be added to the employee's annual vacation at the ratio of thirty seven & one half (37.5) hours credit per calendar week vacation and acquire the status of annual vacation, this credit will be no less than the equivalent of two (2) full calendar weeks vacation of seventy-five (75) hours credit.
- b) All or part of the outstanding annual credits may be paid for in cash at the rate applicable to the Dispatch employees at the time when it was earned;

- c) With the consent of the employee, all or part of the outstanding annual credits may be transferred to a long-term bank which will be liquidated at some future time mutually agreeable to the employee and the **Company**. At the time of transfer, a dollar value will be attached to the credits which will be equivalent to the bank hours multiplied by the hourly rate applicable to the Dispatch employee at the time they were earned.

5.15 In the event of termination or resignation, all outstanding credits will be cleared in cash at the dollar value attached to the credits. In the event of retirement or lay-off, the long term bank credit will be distributed in a regular pay period basis at the ratio of thirty-seven and one half (**37.5**) hours per calendar week at the rate applicable to the employee at the time of retirement or lay-off, or at the rate in which it was earned, whichever is greater.

5.16 In the application of Paragraphs **5.11** through **5.13**, hours worked at the overtime rate are converted to straight

time before being credited to an employee record. e.g. two (2) hours at overtime rate are credited as three (3) hours at the regular hourly rate.

5.17 Unless recommended for payment by the Manager, Flight Dispatch, or as otherwise provided for by this Agreement, an employee absent from duty on a scheduled work day shall lose pay for such time lost during a month at the hourly rate applicable to the salary being received by the employee on the last day of the month.

5.18 Time lost may be deducted from any accumulated overtime standing to an employee's credit.

5.19 If it becomes apparent that it will be necessary to schedule overtime for a prolonged period or that excessive overtime will occur, the local Chairman may initiate discussions with the Company regarding the advisability of increasing staff.

5.20 A dispatch employee who is required to work on a scheduled day off shall have his overtime record credited with a minimum of two (2) hours forty (40) minutes at time and one half,

5.21 A dispatch employee, who after leaving work, is required to again report for duty, and commences work more than two (2) hours prior to the start of his next regularly scheduled shift shall be credited with a minimum overtime credit of six (6) hours at straight time.

5.22 Overtime will be proffered by classification to qualified Dispatch employees in order of seniority based on the following principle:

- a) Such employee is reasonably available;
- b) Such employee has had adequate rest;
- c) Failure to contact employee with a single attempt shall be deemed to be a refusal of the offer;
- d) If no classification qualified dispatch employees are available to fill the overtime, other classification employees who are qualified will be contacted in order of seniority;

- e) Equal distribution ("Cap") principle:
- overtime callout on a **modified seniority/cap basis,**
 - **all** employees begin each year at zero overtime shifts worked,
 - overtime shifts are **defined** in which **callout** is required and are "open" or available to all who are not working. **Overtime credits such as** statutory holidays, **shift** extensions, **training,** etc., that are **individualistic,** are not included in the "**Cap**" count,
 - overtime shifts shall be offered **to/accepted** by employees in order of seniority until the **employee** reaches **5** overtime shifts worked,
 - once the Cap is reached, **individual employees** will be **placed** at the bottom of the

list, In order of seniority, until all in the program reach the **Cap-5** level. The process repeats for 10, 15, 20, etc. overtime shift Caps,

- employees who reach each Cap limit, and therefore are placed at the bottom, are still eligible for overtime shifts. They could conceivably reach the next Cap limit before anyone had reached the current Cap.

5.23 a) An employee required to report for duty **prior to and** continuous with his regularly assigned hours of duty, with less than eight (8) hours notice of such duty, will be allowed 30 minutes with pay at straight time rates, in which to eat as soon as possible.

b) Where **it** appears that an employee will be required to work more than two (2) hours beyond his tour of duty, he shall be granted a second meal period of 30 minutes with pay at straight time rates.

SECTION 6 - VACATIONS

- 6.01 a) For the purpose of calculating and recording annual vacations a "vacation year" has been established. The year begins January 01 and ends December 31.
- b) Vacation entitlement listed below will be increased by one (1) day for each General Holiday that occurs during their vacation period:

During the vacation year in which the employee begins The employee will be entitled to:

<u>Years of Service</u>	<u>Time Entitlement</u>	<u>Pay Entitlement</u>
1	See clause 6.09	See Clause 6.09
2	See Clause 6.10	See Clause 6.10

<u>Years of Service</u>	<u>Time Entitlement</u>	<u>Pay Entitlement</u>
3 - 5	2 weeks (14 calendar days)	2 weeks regular earnings or the Canada Labour Code whichever is greater
6 - 10	3 weeks (21 calendar days)	3 weeks regular earnings or the Canada Labour Code whichever is greater
11 - 15	4 weeks (28 calendar days)	4 weeks regular earnings
16 and over	5 weeks (35 calendar days)	5 weeks regular earnings

c) In the event of resignation or termination of employment an employee shall be paid for **all** unused vacation **earned** or accrued in accordance with the above at his current rate of pay. The date of separation will not be extended beyond **the** date of **actual** termination of service.

6.02 Vacations shall be taken in the vacation year immediately **following** that **in** which the vacation **was** earned (**e.g. all** vacations earned prior to any December **31st**, shall be taken during the year January **1** to December **31**, next).

6.03 Vacations shall be taken at a **time** approved by the employee's Department head.

6.04 Whenever possible employees shall be granted the vacation period of **their** choice, and should be **given** the opportunity to state their preference in order of System seniority at the base concerned.

6.05 Subject to the requirements of the service, dispatch employees may elect to split their vacation, **in** seven (7) day

increments into a maximum of five (5) periods. The method of selection for the first period will be in accordance with 6.04 of this section. Selection for subsequent periods will be determined after all employees have indicated their first, second, third, etc. choices.

6.06 Employees will not be permitted to defer or accumulate annual vacation credits. When requirements of the service make departure from this policy necessary, the Company may allow special arrangements to be made to suit the individual case.

6.07 No employee shall have more than four (4) calendar weeks off as annual vacation during the period starting June 15 ending September 15, unless a longer period can be scheduled as to not conflict with other employees' preferences,

6.08 Vacation periods will not be changed ninety (90) days prior to the assigned vacation period unless mutually agreeable between the employee and the Company.

6.09 Employees leaving the service of the Company who have completed thirty (30) days but less than one (1) year of continuous service with the Company excluding any layoff period or authorized leave of absence shall be entitled to four percent (4%) of total wages earned during their period of employment as vacation pay.

6.10 Employees with less than one (1) year of service shall be entitled to fourteen (14) calendar days free of duty in the following vacation year. Wages for this period shall be four percent (4%) of total wages during the year in which the vacation was earned.

STATUTORY HOLIDAYS

6.11 The following holidays are recognized by this Agreement:

New Year's Day	Labour Day
C.A.L.D.A. Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Domnion Day	Boxing Day
August Civic Holiday	

C.A.L.D.A. Day to be observed on February 17th of each year. Should an additional Federal holiday be granted, that day would replace C.A.L.D.A. Day.

6.12 Time credits for the holidays listed in 6.11 of this Section shall apply as follows and be credited to the employees overtime records except as provided in (c) herein.

- a) Where a holiday falls on an employee's scheduled working day and he is not required to work, he shall receive his normal pay.
- 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 either:
 - 1) be credited with eight (8) hours added to his overtime record, or

ii) by mutual agreement be granted a day off in lieu thereof. This shall be in addition to overtime credits for any work done on such regular day off.

If mutual agreement cannot be reached the time will be taken in conjunction with his/her vacation in the following year or be placed in their long-term time bank.

SECTION 7 - EMPLOYEE BENEFITS

7.01 SICK LEAVE

- a) A permanent employee absent from work due to illness or injury (other than illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined below.
- b) An employee will be credited with one day sick leave for each month worked in any year, beginning with the fourth month of his service with the Company.

- c) In the first, second and third absences from work due to illness or injury not covered by Workers' Compensation in any calendar year, employees will be entitled to sick leave with pay to the extent of the sick leave credits accumulated by the employee in accordance with (ii) above.
- d) For fourth and subsequent absences from work due to illness or injury not covered by Workers' Compensation in any calendar year, employees will be entitled to sick leave with pay for only the second and subsequent days of such periods of absence, except as provided in (e) below.
- e) Any employee who has accumulated sixty (60) days or more of sick leave credit at the time of the absence will be entitled to sick leave with pay on all absences due to illness or injury not covered by Workers Compensation.

- f) Employees who are suffering from a suitably verified illness which requires recurring treatment will be entitled to all absences related to that illness to the extent of the sick leave credits accumulated by the employee in accordance with (b) above.
- g) Sick leave will be accumulated to a maximum of seventy-two (72) days.
- h) The Company may require a doctor's certificate in support of any absence due to sickness or injury. In the event that the Company requires such a certificate it must so advise the employee in time to enable him to consult with a doctor during his illness and such certificates will be at Company expense upon presentation of a valid receipt.
- i) Employees receiving wage protection benefits (W.I.P.) or (L.T.D.) immediately prior to their vacation, and who continue to be eligible for these benefits during all of, or the initial portion of

their vacation, will be entitled to defer the equivalent amount of their vacation. The Company will reassign such deferred vacation, giving consideration to the employees preference.

It will be the responsibility of the employee on sick leave to notify the Company prior to commencing their vacation that they are carrying their sick leave into their vacation period.

7.02 CROW MEDICAL INSURANCE

The Company will assume one hundred percent (100%) of the cost of the Medical Services Plan premium in the Province of British Columbia or a maximum monetary equivalent in another recognized plan in any other Province or in any other Territory in Canada. It is understood by both parties that this participation by the Company will not be compounded by any compulsory Provincial or Federal medical plan, either in existence or introduced at a later date.

7.03 DENTAL PLAN

- a) The **Company** will assume one hundred percent (100%) of the cost of a Group Dental Plan. It is understood by both parties that this participation by the **Company** will not be compounded by any **compulsory Provincial** or Federal Dental Plan, **either** in existence or introduced at a later date.
- b) It is further understood by both parties that the **Company** shall have full **trusteeship** of the Dental Plan and that the present benefit level will **be** maintained.
- c) Dental Plan benefits will be paid in accordance with the Dental Association fee schedule of the Province or Territory of residence of the employee.
- d) Payment by the Dental Plan described above for benefits listed under Plan "A" will be one hundred percent (100%).

- e) Payment by the Dental Plan described above for benefits listed under Plan "B" will be **seventy-five percent (75%)**.

- f) The maximum annual benefit per employee and per **listed beneficiary** under Plans "A" and "B" described above will be **two thousand dollars (\$2,000.00)**.

- g) Payment by the Dental Plan described above for benefits listed under Plan "C" will be **fifty percent (50%)**. The life time maximum benefit per covered member will be **One Thousand Two Hundred and Fifty (\$1,250.00) Dollars**.

"Orthodontic Treatment" means treatment by a dentist for the **correction** of malposed teeth. Services for purely cosmetic purposes will not be covered. Benefits do not include replacement costs for **lost** or stolen appliances.

7.04 EXTENDED HEALTH BENEFIT PLAN

- a) The Company will **assume** one hundred percent (100%) of the cost of an Extended Health Benefit Plan. It is understood by both parties that this Participation by the **Company** will not be compounded by any **compulsory** Provincial or Federal Medical Plan, either in existence or introduced at a later date.

- b) It is further understood by both parties that the Company shall have full trusteeship of the supplemental **Medical/Dental** Plan and that the present benefit **level** will be **maintained**.

- c) The Extended Health Benefit Plan will provide coverage for corrective lenses in accordance with the **provisions of** the vision care rider. The maximum amount **claimable** during any consecutive **twenty-four (24)** month period will be One Hundred and Twenty (\$120.00) Dollars.

7.05 CROW LIFE INSURANCE

- a) Group Life Insurance coverage for employees coming within the scope of the Agreement will be based on three (3) times annual salary. The company will pay one hundred percent (100%) of the premiums up to a maximum of \$25,000.00. The cost of coverage in excess of \$25,000.00 will be assumed by the employee.

- b) Employees may elect to increase their life insurance by an additional one (1) times their annual salary.

Employees may elect to change their previous election. Any employee **electing** this increased coverage following a period without such coverage must **submit an** Evidence of Insurability document **at** his own expense. The Insurance Underwriter will have the **power** of decision **regarding** the applicant's **insurability**.

- c) Group Life Insurance coverage of Two Thousand (\$2,000.00) Dollars shall be established for spouses of permanent full-time employees coming within the scope of the Agreement, with the Company paying one hundred percent (100%) of the premiums.

7.06 ACCIDENTAL DEATH AND DISMEMBERMENT

a) Basic

The Company shall provide at no cost to the employee, **Accidental Death and Dismemberment Insurance** on a twenty-four (24) hour basis in the amount of twelve (12) times the basic monthly salary rounded out to the nearest Five Hundred (\$500.00) Dollars in the case of accidental death. The employee shall be indemnified for bodily dismemberment in accordance with the Dismemberment Indemnity Table of the **Policy**.

b) Voluntary

Employees may elect to purchase additional Accidental Death and Dismemberment Insurance in increments of Ten Thousand (\$10,000.00) Dollars to a maximum of One Hundred Thousand (\$100,000.00). Premiums are paid by the employee through payroll deduction.

SECTION 8 - SENIORITY

8.01 a) The Company shall maintain a seniority list, as provided by the Chairman, Local Council and such a list will be subject to agreement by the Company.

The Seniority list will show for each employee listed thereon:

Seniority Rank (Number)
Name
Dispatch Seniority Date
Company Service Date

- b) This list shall be known as the **Canadian Airlines International Dispatch Employees Seniority List**.
- c) Where two (2) employees have the same classification seniority date, the employment seniority date shall **determine** their seniority ranking on the lists.

8.02 **Employment** or Company seniority of personnel shall begin to accrue from the date on which the person is first employed for duty and shall continue to accrue during his **employment** with the Company.

8.03 The right of promotion and seniority of **Flight Dispatch** personnel covered by this Agreement **will** extend over existing and future routes of the **Company** and will be governed by merit, fitness and ability; where these are sufficient, the senior employee will be given preference.

8.04 Seniority shall govern employees retention **in** the event of reduction in staff or **their** re-assignment due to expansion or to re-employment **after** release due to a reduction in force.

8.05 Seniority as Flight Dispatch employee will commence upon assignment to the Flight Dispatch staff.

8.06 a) When an employee named in the seniority list is transferred to a management position, in the Dispatch department he shall retain and continue to accrue seniority as a Dispatcher for a period of one (1) year from date of transfer, provided that such period may be extended subject to mutual agreement between the Company and the Association.

b) When an employee named in the seniority list is transferred to any position out of scope and outside of the Dispatch department, he shall retain and continue to accrue seniority as a Dispatcher for a period of six (6) months from the date of transfer, provided that such period may be extended subject to mutual agreement between the Company and the Association. In either a) or b) above, if employees return to active Dispatch duties within the time specified or otherwise agreed to they shall

assume their former position in the location to which they were assigned at the date of transfer.

Exception:

When an employee named in the seniority list is transferred, to avoid a lay-off within the bargaining unit, the conditions of Paragraph 8.06 or 8.07 will not apply to that employee who will be considered to remain part of the Dispatch complement within the bargaining unit is increased and the transferred employee elects not to return to the bargaining unit, the condition of Paragraph 8.06 or 8.07 will be applied from the date of recall.

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 who resigns from the service of the Company, or is discharged for just

cause, shall forfeit all seniority accrued to the date of such resignation or discharge, and his name shall **be** removed from the seniority list.

8.09 The Company will revise the seniority lists for posting twice yearly, once by January 15 **and** once by July 15. Revisions will show all deletions and additions to the seniority lists.

Employees will **have** thirty (30) days following any posting of the Seniority Lists to advise the Company of any inaccuracy affecting their Seniority.

EXCEPTION:

~~When~~ an employee is on vacation or sick leave at the time **of** posting of the seniority lists, he ~~may~~ protest within thirty (30) days after his return to work.

SECTION 9 - PERIOD OF PROBATION

9.01 **An** employee hired into any classification covered by **this** Agreement is required to serve a probationary period of twelve (12) months. **The** first six

(6) months of the probationary period **is** used to assess their general suitability and the last **six** (6) months **is** required to assess their technical capabilities. A decision to release such an **employee** in accordance with this Section during the second **six** (6) month **period** must be supported by evidence of technical incompetence.

SECTION 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** Assignments shall be classified as **permanent** or temporary. A temporary assignment **is** one which **will** not exceed ninety (90) calendar days.
- 10.03** Temporary **assignments** or vacancies may be filled by appointment whether **or** not there are statements of preference **on** file.

10.04 When permanent Dispatcher, or Relief Dispatcher assignments become vacant or when **additional** permanent Dispatcher or **Relief** Dispatcher assignments are established, the Company shall post notices **In** all Flight **Dispatch** offices. A minimum of ten (10) days **will** be allowed for receipt of bids. Dispatch employees shall leave forwarding addresses or bidding instructions with the Manager, Flight Dispatch before absenting **themselves** from their stations, for assignments **which** may be posted during **their** absence. The senior qualified bidder shall be awarded the assignment.

10.05 When a second vacancy **is** created as a result of **filling** the original vacancy, such **vacancy** shall be posted and filled as provided in Paragraph 10.04 herein. **Third** or **successive** vacancies shall not require to be posted.

10.06 When no bids are received for a bulletined vacancy, or when the vacancy does not require to be bulletined, **it** shall be filled either by promotion of the most **junior** qualified **Dispatcher** or by the transfer of a Dispatch employee, the decision to rest with the Company.

- 10.07 Chief Dispatcher assignments shall be bulletined and will be filled by assignment from the ranks of Dispatchers located at the station.
- 10.08 A Dispatch employee may at any time file with the Manager, Flight Dispatch a letter of preference indicating his first, second, etc., choice of station assignment. A letter of preference shall not be considered as binding either upon the dispatch employee or the Company in the filling of Assistant assignments, it being further understood that the seniority ranking of a dispatch employee and not the date of his letter of preference, shall be used when considering such letters.
- 10.09 If the successful bidder on a Dispatch vacancy fails to qualify for the position, he will be reinstated in his previous permanent assignment. During the six (6) months period following such reinstatement, the Company will not be required to accept any bids from such employee. However, following this period, his bidding rights will not be restricted. In the event that he is again awarded a position for which he

fails to qualify, he may be **reinstated** to his previous permanent assignment but further bids for promotion on his behalf will not be entertained. If following the second qualifying period the **employee** is deemed to have no potential for promotion in the Dispatch function, he may **be** asked to resign.

SECTION 11 - REDUCTION OF STAFF

- 11.01 The **term** "laid-off" as used herein refers to a dispatch employee who is retained on the Dispatch Employee **Seniority** List but who is removed from the Dispatch payroll as a result of a reduction in **staff** for reason other than technological change or **consolidation**.
- 11.02 The term "redundant" as used herein refers to a **dispatch** employee who **is** no longer required in the Dispatch function because of **efficiencies** introduced by **technological** change or **the consolidation** of two (2) or more Dispatch locations.

- 11.03** The term "off duty" may be used to refer to a dispatch employee who is retained on the Dispatch payroll but for whom the Company cannot provide work due to actions of a third party. Dispatch employees may request liquidation of all or any portion of overtime banks or initiate under time credits to the limit of the Company's declaration.
- 11.04** Except as provided in Paragraph 11.05 hereunder, in all matters involving reduction of staff, re-employment and stepping back in classification, employees possessing the greater seniority shall receive the preference.
- 11.05** In the event of a reduction in the number of Chief Dispatcher assignments (i.e. training, standards, duty) at a station, the Chief Dispatcher most recently designated as Chief Dispatcher in the assignment affected shall revert back to Dispatcher status.
- 11.06** In the event of a reduction in the number of Dispatcher assignments at a station, the most junior employee shall be displaced. The most junior

Dispatcher at a station affected by the operation of this provision shall **be** permitted to **exercise** his seniority by displacing the most **junior** Dispatcher on the seniority list holding a permanent assignment, in the event a Dispatcher has not exercised seniority outside his station, he shall have priority rights to accept any Dispatcher's assignment **becoming** available at his station and **such** assignment shall not require to be posted.

- 11.07 If a Dispatcher who has been laid off is offered the opportunity to return to the service in a **permanent** Dispatcher assignment at his last permanent assigned location and such employee elects not to accept such assignment, he shall be removed from the **seniority list** and all rights of seniority shall **be** **forfeited**.

- 11.08 A **Dispatcher** who has been **released** due to reduction of force shall file his **address** with the office of the Manager, Flight Dispatch and shall thereafter **promptly advise** the Manager, Flight Dispatch of any change in address.
- 11.09 A Dispatcher 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 registered mail **or** telegram to the last address filed with the Company.
- 11.10 Each **Dispatcher** affected by reduction of staff shall be permitted two (2) weeks from the **effective** date of such reduction in which to **exercise his** rights under the provisions of Paragraph **11.06** of this section, after expiration of which time he shall forfeit his right to exercise such rights.

11.11 Each **permanent** Dispatch employee with two (2) **or** more years accumulated service **as** a Dispatch employee who becomes laid-off except **as** provided in Paragraph 11.13 shall be entitled to two (2) weeks pay for each full year of service. The rate of pay to be considered in applying this provision will be at the average rets earned by the affected employee in the twelve (12) months preceding the effective date of the laid-off status. The method of payment of this provision will be made semi-monthly, similar to regular wage payments until all credits are used or until recall, whichever occurs first. Upon recall the employee will retain any unused credits and will again commence to accrue additional lay-off credits.

11.12 A Dispatch employee shall not be eligible for lay-off pay if any of **the following conditions exist:**

- a) He accepts transfer **or** exercises seniority to remain in the Department)

- b) The employee accepts any other employment **with** the Company, or refuses work at a comparable wage, with the Company at the base of last permanent assignment;
- c) The lay-off is caused by **strike, lockout or picketing** of the Company **premises**;
- d) The employee is on **leave** of absence on the effective date of lay-off, except for leaves of absence due to **illness**;
- e) The employee fails to **exercise** seniority at his **base**;
- f) The **employee's service** is terminated for **cause, discipline, retirement, or resignation** other than as a direct **result** of, **or** during a lay-off.

11.13 a) **Technological Change**

Preamble

This Article is established to provide for the procedure through

which the Association and the Company shall maintain and/or adjust the work force when new and/or changed conditions are implemented by the Company, or as a result of voluntary merger with another airline. Such new and/or changed conditions or merger shall be known for the purposes of this Article as technological change.

The provisions outlined below shall only be triggered when **one** or more Dispatch employees are declared redundant as a result of technological change as **defined** in **i) below**; and in accordance with Paragraph 11.02,

Definitions

f) Technological Change:

The introduction of new **arrangements** in the process of work which make possible new or improved outputs or services. The basic **characteristic** is that **It** permits resources to be utilized more efficiently. For a given amount of output, less

capital, labour and material inputs may be required, or the same amount of resources may allow greater output to be produced.

fi) Training and Retraining:

A system or process through which employees prepare themselves to meet the impact of technological change and adjust to the new or changed methods and techniques. On the job as well as off the job training or education shall be considered as part of the training system.

fi) Relocation:

When an employee is required to move his place of residence in order to hold work in his former or a new classification.

b) Notice

- i) The Company will not put into effect any technological change which will affect the terms and conditions or security of employment of employees without

giving as much advance notice as possible to the council Chairman representing such employees or such other officer as may be named by the Association concerned to **receive** such notices. When **technological** change is considered and is in the implementation planning stage, discussions on the proposed change will **immediately** be arranged and will include a review of the advisability and timing of the proposed change. Not less than one hundred and twenty (120) days of written **notice** shall be given with a full description thereof and with appropriate details as to the consequent changes in working conditions and the expected number of employees who may be adversely **affected**. The notice shall contain information **describing** the nature of the change and the expected date of **imple-**mentation.

- ii) Upon request, the parties will meet within thirty (30) days following receipt of advice to discuss the impending change and negotiate on any items other than those specifically dealt with in this Article.

NOTE: It is recognized that a joint Company/Association Technological Change Committee will be set up for the purpose of reviewing such changes and to ensure that the intent, purpose and benefits of this Article are upheld. This committee consists of three (3) Company members and three (3) CALDA members.

- iii) If the above negotiations do not result in mutual agreement within thirty (30) calendar days of the commencement of such negotiations, or such other period of time as may be agreed upon by the parties, the matters in dispute may be referred for final and binding settlement to a referee

selected by the parties or, failing that, appointed by the Minister of Labour. The matters to be decided by the referee shall not include any question as to the right of *the* Company to make the change, which right the Association acknowledges, and shall be confined to items not otherwise dealt with in this Article.

c) Training and Retraining

An employee who has one (1) or more years of service and who is unable to hold other work on the airline **because** of lack of qualifications, will be considered for training for another *position* within or without his seniority group on the airline providing he **has** the suitability and adaptability to **perform** the duties of that position and providing **he** has indicated a willingness to work in the classification **for** which he may be trained wherever vacancies exist.

The training may include both in-Company courses and those offered by educational institutions.

Such employee will receive notification of all bulletined vacancies within the Company and will be granted every opportunity to obtain any necessary qualifications.

The employee's skills and experience will be given priority consideration over new employees for those positions where the employee meets the minimum requirements, or could do so with a minimum of on-the-job training (i.e. up to six (6) weeks).

The type of training for which an employee may apply must:

- i) qualify the employee for a recognized airline position;
- ii) be possible of completion during the employee's anticipated period of layoff;

iii) offer a likelihood of employment on the airline on completion of the training period in a position for which the employee has been qualified.

NOTE: This Clause shall apply either to an employee who is placed on laidoff status due Technological Change or to an employee who is displaced and laid-off as a consequence of Technological Change.

The Association will receive notification of all bulletined vacancies within the Company.

d) Relocation Expenses

i) The benefits provided hereunder only apply in respect of eligible employees.

ii) Eligibility:

To be eligible, an employee:

1. Must have been laid-off or displaced with the result that no work is available at his home location in his seniority group and, in order to hold other work on the airline, such employee is required to relocate!

2. Must have two (2) years of service under this Agreement.

iii) Relocation Benefits:

1. Payment of door-to-door moving expenses for the eligible employee's household goods, including packing and unpacking, insurance up to a maximum value of ten thousand dollars (\$10,000), and up to one (1) month's storage; the mode of transportation to be determined by the Company.

2. An allowance of one hundred and fifty dollars (\$150.00) for accountable expenses.
3. Space available transportation from his former location to his new location by air, or, if authorized, by employee-owned automobile, plus up to ten (10) days' necessary and reasonable expenses for an employee, his spouse and dependent children for meals and temporary living accommodation. Standard meal allowances outlined in Company Administration Manual to apply. Fifty percent (50%) of the applicable allowance will apply to children eight (8) years of age and under.
4. Upon authorization, an employee may drive his automobile to his new

location at an allowance of 19.375 cents per kilometre for the first 800 kilometres and 14.375 cents per kilometre for mileage in excess of the first 800 kilometres. Current Company Policy on such mileage rates will apply if greater.

5. Up to a maximum of seven (7) working days may be allowed to relocate without loss of pay.

6. The cost of terminating an unexpired lease and legal costs connected therewith up to a value of three (3) months' rent, where the relocating employee was renting a dwelling, except that where such lease was entered into following the notice of the change without prior approval of Company, no benefit will

be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three (3) months' rent in order to terminate a lease, such additional amount will be paid. Where an employee has to sell his home, the company will assist by paying the non-recoverable portion of the monthly house payments; i.e. interest or mortgage and property taxes, for a maximum of three (3) months, while the sale is being negotiated.

e) Maintenance of Wages

An employee whose rate of pay is reduced by reason of being displaced due to a technological or other change, may request that he continue to be paid at the basic weekly rate applicable to the position permanently held at the

time of the change. The difference between his new rate and his old basic rate **will** be made up from his **severance** credits.

f) Layoff Benefits

i) An eligible employee with one (1) year or more of service who may wish to maintain his Company relationship **will** be paid layoff benefits equal to two (2) week's salary for each full year of service.

ii) The employee eligible for layoff pay shall receive such pay starting at the time of layoff, and payments for the amount due shall be at regular pay period and continue until all layoff pay **credit** is used, **except** that in no event shall any such pay be due after **the** effective date of recall by the Company.

g) Severance Pay

Permanent Dispatch employees may be declared redundant due to technological change or for reason of

consolidation. Reductions in staff due to redundancy shall be in accordance with **this** Section. A redundant Dispatch employee may be **terminated** on one hundred and twenty (120) days written **notice** under the **following conditions**:

- i) **He** does not accept any other available position within the Company at a comparable wage at his **last permanent** assigned location;
- ii) The Company pays him redundancy pay at the rate of **one (1)** month pay for each year of employment as a Dispatch employee, pro-rated. The **rate** of pay to be considered in applying **this** provision will be at the average rate earned by the affected **employee** in the twelve (12) months preceding the effective date of the **redundancy** status. Such redundancy pay may, at the discretion of the Company be paid *in* equal quarterly installments over the year following **release**.

h) Transfers

An employee who is unable to **technological** changes in the workplace will be considered for transfer to any vacant position in the Company providing **he** has the suitability and adaptability to perform the duties of that position. Such employee shall be eligible for the retraining provisions of **11.13 (iff)**.

An employee who ultimately **fails** to qualify for a vacant **position** under this clause shall retain other rights contemplated by **this** Article.

SECTION 12 - EXPENSES

12.01 Except as provided in Paragraph **12.06**, successful **bidders** on permanent or temporary **base** assignments shall pay their own moving expenses to the new **domicile** except that the Company shall furnish free **space** available air transportation on the **Company's** system

for such dispatch employees and their dependents to the extent permitted by law.

12.02 When a dispatch employee is assigned a vacancy as a result of bidding, and if for any reason such assignment position is discontinued within six (6) months, the transfer of such dispatch employee shall be considered as at Company's request and such dispatch employee shall receive expenses as provided for in Paragraph 12.03 of this Section, except when the dispatch employee has moved and exercises his seniority to remain at the new domicile.

12.03 Dispatch employees, when transferred from one station to another at the Company's request, will be furnished transportation in the following sequence:

- a) Dispatch employee's automobile;
- b) Air Transportation;
- c) Rail Transportation.

The Company may control the means of transportation, provided however, that the dispatch employee shall not be

deprived of the use of his **automobile**. All moving expenses of household goods, travelling and living expenses of the dispatch **employee** and **immediate** members of his **family** will be governed by the Company Policy Manual.

12.04 For the purpose of **this** Section, a new domicile will be considered as a new **domicile** for **six** (6) months after it has been established. For **clarification** of this paragraph, during the first **six** (6) months any increase of dispatch employee **complement** above said domicile strength (except to accommodate an unanticipated increase in service) shall be considered a part of a newly established domicile and Paragraph **12.03** of this Section will **apply** to such vacancies.

12.05 On all moves which are at **Company** expense, the dispatch employee shall be **allowed** reasonable current **living** expenses for himself and **immediate** dependents at the point of new assignment for a period not exceeding one **(1) week**, unless extenuating **circumstances** exist, when **special** arrangements will be **made** on the authorization

of the department. Further, a dispatch employee shall be relieved of all duty for a period of seven (7) calendar days exclusive of earned days off (without loss of salary) at such time as the dispatch employee deems necessary for the establishment of permanent domicile at the point of new assignment, subject only to operational requirements.

12.06 Dispatch employees successful on permanent assignment bids will only be moved as per Paragraph 12.03 of this Section for one move on one successful bid on a vacancy. In the application of this clause, it is understood that dispatch employees will be allowed actual moving expenses for personal effects of ten thousand (10,000) pounds gross weight plus an additional one thousand (1,000) pounds gross weight for each dependant.

12.07 A dispatch employee who has used his one free move as set forth in Paragraph 12.06 to establish himself at a base, and is subsequently forced to move in order to maintain his status due to a reduction in establishment, shall have his free move reinstated.

12.08 Successful bidders on Dispatch vacancies to newly established bases or re-established bases shall be considered as having been moved at the Company's request,

12.09 When a dispatch employee who is a home owner is moved at the Company's request, he and the **Company shall** jointly have his home appraised. If **the** employee is unable to dispose of his home **within** the stipulated period, he shall be paid the appraised market value of the **home** by the Company at which time the **Company will** assume title.

a) For the purpose of **this** Article definitions **are:**

"**Home** or **House**" shall be defined as the employees principal residence and **shall** further be defined as:

f) the land subjacent to the **housing** unit, and

ii) such portion of the land immediately contiguous to the housing unit as may reasonably be regarded as contributing to the employee's enjoyment of the housing unit as a residence, and is not used to support any commercial activity.

Where the subjacent land or the portion of the immediately contiguous land exceeds one (1) acre, the excess land shall be deemed not to form part of the housing unit.

"Appraised market value" shall mean the market value of an interest in real property that might be reasonably expected to result when sold by a willing seller to a willing buyer after adequate time of exposure to the market.

"Employee's equity" shall mean for the purposes of calculation of equity that mortgage prepayment penalties are excluded.

It is further intended that the conditions of this Article will apply to the employee who has been transferred at Company request, and as a result of

that transfer, his new place of work results in an increased distance of **an additional** twenty- five (25) **miles** or more **each** way from his principal residence **immediately** prior to such transfer.

- b) If the entitled **employee** wishes to **invoke** the terms of **Section 12.1**, he shall inform the Personnel Department in **writing** of his desire to **do** so **within** twenty-one (21) days of receiving **notice** of transfer. The **Company** will supply the employee with necessary forms and a list of approved appraisers. The **forms** are to be returned **withing** thirty (30) days from date of Issue, **signed** by the **employee** and **his** spouse and indicating the appraiser **selected**.
- c) The **Company** will then **select** another **appraiser** from the same **list** and will arrange and pay for both appraisals. The appraisals **will** give consideration to the property being exposed for a period of **time specified** by the employee on the open market under a multiple listing service at the appraised market value.

- d) The complete appraisals will be made available for scrutiny by the employee.
- e) If the appraisals are within seven and one-half percent (7½%) of each other, the market value will be established at the average of two (2) appraised values. If the two (2) appraisals are more than seven and one-half percent (7½%) apart, the Company will arrange and pay for a third appraisal by a mutually agreeable appraiser selected from the same list. The market value (guaranteed plan price) will then be established as the average of the closest two (2) appraised values.
- f) Once the market value has been established, the employee may elect to withdraw from the plan or he may elect to enter the plan end to have the property listed at a price not in excess of one hundred and ten percent (110%) of the established market value, (guaranteed plan price). These choices must be made

within fifteen (15) days of receipt of **notification** of the stipulated market value. If the employee decides not to utilize this plan, **his decision is** Irrevocable, and he **will be** obliged to dispose of his **house** on his own **initiative** without further recourse. **All** offers to **purchase** the property during the agreed listing **period**, will be presented by the agent to both the employee and the Company. If during this period, the employee refuses any offer **which** is equal to **or** in excess of the established market value (guaranteed plan **price**), the **Company may** elect to be relieved of **its obligations** under this Article.

- g) During the period of exposure **specified** by the employee, the employee will **be** responsible for maintaining the security and the appearance of the property as well **as** maintaining all carrying charges including but without limiting the generality thereof; mortgage **payments** due; utility **payments**; fuel payments, etc. and his then existing **insurance protection**

against loss or damage by fire and other risks, until the home is taken over by the Company.

- h) Should the property be sold during the exposure period specified by the employee, all equity proceeds will accrue to the employee. The Company will pay the commission, the selling legal fees and any mortgage prepayment penalty up to five (5) percent of the employee's equity.
- i) Should the property fail to sell within the exposure period specified by the employee, the Company will take title to it, paying to the employee the appraised market value (guaranteed plan price) less any encumbrances and adjustments on the property at the time of closing (in effect, the employee's equity in the property).

12.10 In all moves at the Company's request, not less than ninety (90) days notice shall be given in writing, establishing a date of new assignment. Any unusual or additional expenses arising from changes in that assignment date shall be borne by the Company.

NOTE: A move as a result of a successful bid is not considered to be a move at Company request.

SECTION 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 a) When such leaves are granted, a dispatch employee shall retain and accrue seniority, providing no other employment is undertaken.

A dispatch employee returning from such an authorized leave or extension thereof, as provided herein, shall be granted permission to assume his former position at the location to which he was assigned prior to the beginning of his leave.

NOTE: This re-instatement shall be applied to those leaves granted under the conditions of Section 13.04 and 13.05 below within the limits of those leaves.

b) When such leaves are granted, a dispatch employee shall:

Retain, but not accrue seniority, when written permission has been obtained from the proper officials of the Company to engage in other employment.

A dispatch employee returning from such an authorized leave, or extensions thereof, as provided herein, shall be permitted to assume any vacant position, which his seniority and qualifications entitle him at the location to which he was assigned prior to the beginning of his leave, or at any other location throughout the system. In the event, no vacancy exists at the time the employee is returning from such an authorized leave, these leaves will be extended until such time as a vacancy becomes available. If he is not

re-employed as a dispatch employee within two (2) years from the date of the return from such leave of absence, he shall be removed from the seniority list and all rights of seniority shall be forfeited.

c) When such leaves are granted, a dispatch employee shall lose all seniority, when any other employment is undertaken without written consent of the proper officials of the Company.

13.03 When leaves of absence are solicited by the Company, to avoid lay-offs of staff within the bargaining unit, the conditions of Paragraph 13.02 b) and c) will not apply.

13.04 When such leaves are granted due to sickness or injury, a dispatch employee shall retain seniority until such time as he is able to return to duty or is found to be unfit for such duty.

The Company will make available prior to the employee returning to work training material for self study. On the employee's return to work the individual will be provided on-the-job

training as required to qualify as a **Dispatcher** within **thirty (30)** calendar days of reporting for work. **Should** the individual **fail to qualify** within the **thirty (30)** day period he will be removed from the seniority list.

13.05 Leave of absence shall be granted to dispatch employees, ordered to or who volunteer **for** extended duty with Her Majesty's forces in time of **war** or national emergency.

13.06 Positions made vacant by authorized leave of absence may be **filled** on a temporary **basis** at the discretion of the Company.

13.07 Parented Leave

An employee shall be paid at **his** regular **rate** up to a **maximum** of two **(2)** days due to the absence of an **employee** or spouse due to child birth or the adoption of a child.

SECTION 14
- ATTENDANCE AT HEARINGS
AND INVESTIGATIONS

14.01 The dispatch **employee** on duty in whose flight dispatch area a serious operating irregularity occurs, will be permitted to attend any hearing or **investigation** being conducted into the serious operating **irregularity** when **it is** considered that **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** and be represented by his duly accredited representative or representatives at the **hearing** or **investigation**.

14.02 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.

SECTION 15

- GRIEVANCE/ARBITRATION PROCEDURE AND HEARING

For the purposes of this **Agreement** a **grievance** is defined as any difference between the Company and the Association and for those parties on whose **behalf** this Agreement was entered into **concerning** the **interpretation**, application, administration or alleged violation of this Agreement. The Association and the Company have the right to file **policy** grievances which must be in writing and filed at Step 2.

15.01 A Complaint shall **first** be taken up directly by an employee **and/or** Association Representative with the employee's immediate supervisor as quickly as possible but not later than **eight (8)** working days after the occurrence or awareness of the **situation** causing the **complaint**.

An employee on out of town assignments will have a **minimum** of **eight (8)** working days at the home base to **file** complaints.

This step shall be verbal and without precedent and **shall be** concluded with an **immediate** decision unless there is an **agreement** between the parties of time extension because of a **requirement** to investigate or seek **information** which **may** not be **immediately** available.

Should the **decision** be unsatisfactory a written grievance may be processed as specified hereafter.

15.02 Written Grievance

Step One

A written grievance will be **submitted** by the **Association** Representative to the Supervisor **or** Manager **within** seven (7) days of advice of the Immediate Supervisor's verbal **decision** at the complaint stage.

A hearing must be **held within** ten (10) **days** of receipt of the written grievance by the **Supervisor** or Manager and a written decision must be given to the Association within seven (7) days of the hearing.

Step Two

If the written decision at Step One is not satisfactory to the Association then the Association Representative may within seven (7) days of receipt of the decision submit the written grievance to the Department Director, or Vice President.

A hearing must be held within ten (10) days of receipt of the written grievance by the Department Director, Vice President or a designate, and a written decision must be given to the Association within seven (7) days of the hearing.

Step Three

If the written decision at Step Two is not satisfactory to the Association, the Association Representative may within seven (7) days of receipt of the decision, submit the written grievance to the Company President or his designate.

A hearing must be held within ten (10) days of receipt of the written grievance by the company President or his designate, and a written **decision** must be given to the Association within seven (7) days of the hearing.

15.03 All time limits mentioned in **this** Article will be full calendar days and exclude Saturday, Sunday and **General** Holidays, except as otherwise provided.

15.04 The parties may waive any step in this procedure **and/or** extend the time limits by written agreement. Should **either** party exceed the time limits set out in **this** Article or fail to request an extension of the time **limits** in **writing** within the **time** limits the party exceeding the **time** limits must concede the grievance.

15.05 A **grievance/arbitration** will normally be processed at the base where the affected employee is stationed or in the case of a policy grievance, at the base where the grievance was initiated, unless such arrangements would unduly affect the schedules of the representatives involved in the grievance/arbitration process, or, unless both

parties agree that costs involved in processing such grievance/arbitration would be prohibitive.

15.06 If the parties cannot reach agreement on a settlement of the dispute at the presidential step of the grievance, the case will be referred to arbitration per the following:

- a) An Arbitration Board per procedures in Clause 15.07.
- b) Agreement between the parties to submit the dispute to a single Arbitrator.
- c) Agreement between the parties to submit the dispute to an Expedited Arbitration process as follows:

NOTE the time limits in 15.07, first paragraph, will apply to (b) and (c) above.

- 1) The following persons are named as Expedited Arbitrators and shall be appointed on an alternative basis to hear cases referred to them.

Mr. V. L. Ready
Mr. D. R. Munroe

If these named Arbitrators are not **available** when required an alternate Arbitrator may be appointed by agreement of the parties and alternate date5 arranged,

- 2) Grievances involving employee **terminations** which are submitted to the Expedited Arbitration procedure will be dealt with within fourteen **(14)** calendar days from request **for** a hearing, if possible.
- 3) Location of hearings **will** be agreed to by the **parties** and in most cases will be held at the nearest major base to where the **grievance arose.**
- 4) Grievances shall be presented by a designated **representative** of the Association and a designated representative of the **Company (i.e.** not outside **representatives** such as lawyers).

5) All presentations are to be short and concise with:

i) **Comprehensive** opening **statement** dealing with the facts and provisions of the collective agreement upon which reliance is placed.

ii) Limited use of **pre-
cedential authorities.**

iii) Parties endeavouring to conclude cases **within** one (1) working day.

Nothing in the foregoing **limits** either party **from** introducing all the **evidence** they believe relevant to this case.

6) Decisions **will be:**

i) Rendered verbally **to** parties within three (3) working days of **hearing.**

- ii) Confirmed in writing **within** two (2) calendar weeks of hearing.
 - iii) **The written decision** shall set forth a brief explanation of the facts and the terms of the Agreement **and/or** law, relied upon for the **decision**.
 - iv) **Without** precedent or prejudice **to** future proceedings unless otherwise mutually agreed to prior to the hearing.
 - v) Binding on both parties.
 - vi) Consistent **with** the terms of the Agreement.
- 7) Fees and expenses of the **Arbitrators** shall be shared equally by the parties.

It is understood that changes to **this** procedure may be made at any time by agreement between the **parties**. Additionally, the hearings will

be governed by the following **guidelines** which can be amended by agreement between the parties at any time.

- i) A brief of pertinent documents **will** be jointly presented to the **Chairman**.
- ii) If possible a **statement** of agreed to facts *will* be Jointly presented to the **Chairman**.
- iii) Responses to opening statements will cover any facts which **are** in dispute and any additional **facts** available.
- iv) The hearing will be conducted **in** an Informal manner with **limited** objections by the parties and without concern for procedural **irregularities**.
- v) **Hearsay** evidence and extrinsic evidence will be **allowed** to be entered

without objection from the opposing party and given the appropriate weight by the Chairman.

- vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- vii) Arguments will be presented only to points in issue.
- viii) Case authorities will be limited to founding Companies of Canadian Airlines or the airline industry whenever possible and will go only to points at issue.
- ix) Mediation of the issue by the Chairman will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

15.07 If an Arbitration Board is desired the Association will notify the Company in writing within ten (10) days of receipt of the presidential level decision. The notification will include the name of the Association representative who will act as one of the Board members. Within seven (7) days of the receipt of this notice the Company will notify the Association in writing of the Company officer chosen to sit on the Board.

As soon as possible after the receipt of this last notice the two (2) representatives shall meet and endeavour to reach agreement on the selection of a third member who shall act as chairperson. Should the representatives fail within five (5) days to agree on a chairperson the Minister of Labour for Canada shall be requested by the above mentioned representatives to appoint to the Arbitration Board a third member who shall act as chairperson. After the Arbitration Board has been formed by the foregoing parties it shall meet and hear evidence of both parties and render a decision within sixty (60) days after the appointment of the

chairperson or such longer period as may be mutually agreed upon. A majority decision shall constitute the decision of the Board but failing such a majority the decision of the chairperson shall govern. The decision rendered shall be final and binding on both parties.

The award shall be stated in writing and furnished to the Company and the Association. **the** Board of Arbitration shall not have jurisdiction to establish new provisions **or to** change by its decision in whole **or** in part the **provision** of the **existing** Agreement.

Witnesses who are deemed by the Association to be essential **to** their case presentation, and whose participation will not unduly Interfere with the service **of** the Company will be granted time **off** with **pay** for a time sufficient to permit them to participate.

For involvement in grievance or **arbitration** hearings, transportation over the company lines shall be provided in accordance **with** Company policy.

The fees and expenses of the Arbitrator or the Chairman of the Arbitration Board shall be equally shared by the parties. The fees and expenses of the Arbitration Board representatives shall be paid by the respective parties.

15.08 Following a grievance being lodged, the Company *will* provide their Association with a copy of any information contained in the employee's file relating to the case and which the Company may introduce at any step of the grievance/arbitration procedure.

15.09 All meetings between Company representatives and representatives of the Association will be held by appointment during regular working hours without loss of time to representatives of the Association. If the Association representatives call such meetings, overtime will not be paid.

15.10 Discipline:

a) Any disciplinary action must be confirmed in writing stating the precise charge or charges, and the nature of the action taken.

Nothing contained in this **Section** shall be construed to prevent the **Company** from **holding** a dispatch employee out of service prior to such written notification of charges and such written notifications stipulated shall be given to the dispatch employee within a reasonable **time** not exceeding seven (7) calendar days from **date of** being held out of service. Any dispatch employee held out of **service** prior to written notification of any **charge(s)** shall be paid his current salary.

- b) A dispatch employee who has been disciplined may file a grievance in accordance with the provisions of the grievance procedure set out in this **Section**. In **cases where** disciplinary or discharge action is considered, the principle that the passage of time is a **significant** mitigating factor **must** be given substantial weight when reference is made to the past record of the dispatch **employee** involved. In any event, evidence of a **dispatch employee's** past record may only be

used if the specific charge(s) made against him would by themselves support disciplinary action.

- c) All disciplinary or discharge actions must be for just and proper cause.

15.11 An employee will be informed of any correspondence of a disciplinary nature against the employee which the Company wishes to place on their rights under this Article. When a notation of discipline is made against the record of an employee, *he* will be furnished with a copy and a copy will be sent to the Association. Disciplinary letters will be removed from an employee's personnel file after two (2) years from date of origin. an employee may peruse his personnel file not more than twice annually. Only the pertinent material and information contained in the file under the jurisdiction of the Personnel Department will be used in disciplinary action against the employee.

15.12 It is agreed that employees covered by this Agreement will not be required to or allowed to impose disciplinary action upon other employees covered by

this Agreement. However this provision is not **intended** to prevent any **employee** giving relevant evidence at hearings and **investigations**.

15.13 If **it** is found that an employee has been unjustly suspended **such** employee shall be reinstated with **full** pay for **all** time **lost**. If **it** is found that a penalty of suspension or **discharge** has been imposed which is **too severe** in **light of** the **circumstances** the employee may be **completely** exonerated or given a lesser suspension or **given** a lesser disciplinary measure such as a **letter** of warning or letter of reprimand.

15.14 If a **stenographic** report is taken on a hearing or an **investigation** by either party to this Agreement, the other party will **be** furnished with a **copy**.

SECTION 16 - MISCELLANEOUS

16.01 The **Company** shall **provide** each dispatch employee with a printed copy of **this Agreement**.

16.02 All orders to an employee involving a change in location, assignment, promotion, layoff and leaves of absence shall be stated in writing. In all matters involving demotion, discipline, and dismissal shall be stated in writing and reasons for these actions shall also be stated in writing.

16.03 Should any part or provision of this Agreement be rendered invalid by reason of existing or subsequent enacted legislation by the Government of Canada, such invalidation of any part or provision of this Agreement shall not invalidate the remaining portions thereof and they shall remain in full force and effect.

16.04 A dispatch employee's grooming and dress shall be in accordance with Company policy.

16.05 Time off for CALDA business will be subject to the needs of the service and limited to:

- a) One (1) Director, when required, for CALDA conventions of not more than three (3) days, once in any two (2) years with 1983 being the

base year. Coverage **will** be paid at straight **time**;

- b) **Commencing January 1, 1983, one (1) Director, when required, for CALDA Directors meetings of not more than three (3) days, in any two (2) years with 1983 being the base year. Coverage will be paid at straight time;**

- c) **Two (2) negotiators, when required, for direct negotiations of agreements with the company. The Company will consider a request for a third negotiator subject to operational requirements.**

- d) **Union Management Headquarters meetings will be held at least once each calendar quarter between representatives of the Association, and Dispatch departmental management, as required, representatives of other departments will be invited to attend as well individual Dispatch employees will be welcome to attend on their own time or subject to operational requirements while on shift. The dates of these meetings will be**

established by mutual agreement and minutes will be prepared and provided to both parties.

- 16.06 Employees are to see, discuss, and sign any and all progress reports prior to them being placed on the employee's record.
- 16.07 In 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 certification shall not be affected in any way, except as provided in the Canada Labour Code, Part V, Section 144.

SECTION 17 - DEDUCTION OF DUES

- 17.01 Effective February 1, 1960 the Company shall deduct on the payroll for the last period of each month from wages due and payable to each employee coming within scope of this collective Agreement, an amount equivalent to the monthly Association dues of the Association subject to the conditions and exceptions set forth hereunder.

17.02 The amount to be deducted shall be equivalent to the regular dues payment of the Association and shall not include **initiation** fees, fines, or special assessments. The amount to be deducted shall not be changed during the **term** of the Agreement excepting to conform with a change in the **amount** of regular dues of the Association in **accordance** with its **constitutional** provisions.

17.03 **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 **such** applicants by the Association. Membership shall not be **denied** for reasons of **race, national origin, color or religion.**

17.04 Deductions shall commence on the payroll for the last pay periods of the calendar month following **completion** of sixty (60) **calendar** days of first service in a position covered by this Agreement, but **in** no case shall deductions **commence** earlier than the payroll for the last pay period of the calendar

month following completion of sixty (60) calendar days after date of first service.

17.05 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the **deduction of** the 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.

17.06 Only payroll deduction now or hereafter required by law, deductions of monies due or **owing** the Company, pension deductions and deductions for provident funds **were** existent, shall be made **from** wages prior to the deduction of dues.

17.07 The amount **of** dues so deducted **from** wages **accompanied** by a **statement** of deduction **from** individuals shall be remitted by the **Company** to the **Association** as **may** be mutually agreed by the Association and the **Company**, not later

than forty (40) calendar days following the pay period in which the deductions were made.

17.08 The Company shall not be responsible financially or otherwise, either to the Association or to any employee, for any failure to make **deductions** or for making improper or inaccurate deductions or **remittances**. 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 Section shall terminate at the time **it** remits amounts payable to the **Association**.

17.09 The question of what, **if** any, compensation shall be paid the Company by the Association in **recognition** of services performed under this Agreement shall **be** left in abeyance subject to reconsideration at the request of either party

X

on fifteen (15) days' notice in writing.

17.10 In the event of any action at law against the parties hereto resulting from any deduction(s) from payrolls made or to be made by the Company pursuant to this Section of this Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence 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 it as a result of any such deduction(s) from payrolls.

SECTION 18 - DURATION OF AGREEMENT

18.01 This Agreement shall become effective as of September 01, 1989 and shall continue in full force and effect until August 31, 1992 and shall renew itself without change each succeeding year thereafter. unless written notice of intended change is served by either

party hereto at least sixty (60) days prior to August 31, 1992 or any subsequent year. In the event notice is given of intended change, this Agreement shall remain in full force and effect while negotiations are being carried on for the arrangement of a further Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement, this 24th day of October, 1990.

For the employees as
represented by
Canadian Air Line
Dispatchers Association

For Canadian Airlines
International Ltd.

L. SAWATZKY

T. NORD

W. MCCAULEY

K. HOWLETT

D. MCINTOSH

R. WINTER

H. ACHESON

J. GILCHRIST

LETTER OF UNDERSTANDING 1.1
PENSION PLAN

The following offer is conditional upon Wardair bargaining unit employees end former Wardair employees who are joining the bargaining unit being taken off the Wardair International Limited Employees Retirement Plan and put onto the CALDA Canadian Pension Plan effective September 1, 1990.

This Letter confirms that the CALDA Pension Plan shall be amended to allow for the following changes. The Company and the Association agree to jointly pursue the necessary approvals from the regulatory pension authorities for these changes.

1. Effective September 1, 1990

Former Wardair CALDA employees shall be given the option of joining the CALDA Pension Plan, with an employee required contribution rate of 5.5% of earnings up to the YMPE and 7.0% of excess earnings from September 1, 1989 to August 31, 1992 inclusive. Thereafter, the employee required contribution rate

shall be the same as in effect for other **CALDA Pension** Plan members. Former Wardair employees who are contributing to the Wardair Employees Retirement Plan on September 1, 1989 shall have their benefits for their Wardair contributory pensionable **service** determined in accordance with the **CALDA Pension Plan**.

NOTE: Canadian employees who were on the Canadian payroll prior to September 1, 1989 will contribute 4.5% of earnings up to the W E and 6% on the remainder from September 1, 1989.

2. Effective January 1, 1991

The benefits payable from the **CALDA Pension Plan** in respect of pensionable **service** under the former **CPAL, PWA, Nordair, EPA** and **Wardair** Plans shall be the same as under the former **CPAL Pension Plan** for **CALDA** members with the following changes:

- a) Reduce the averaging period for determining final average earnings and the final average YMPE from 60 months to 36 months.

b) Increase the **pension formula** for contributory service after 1965 from 1.3% to 1.4% for final average earnings up to the final **average YMPE.**

c) Replace the **pre-retirement** death benefit with the minimum death benefit prescribed by **PBSA** pension legislation.

d) **Continue** accrual of pensionable service while receiving long term disability benefits without continuing employee contributions, Pension accruals while on disability will **be** based on the pensionable earnings rate at time of **disability.**

e) Establish a Pension **Communication Committee** which has three **company** members and two Association **members** with **the** following duties:

f) to **promote** awareness and understanding of the pension plan among **members;**

- ii) to review, at least once every year, the financial, actuarial and administrative aspects of the plan;
- iii) such other duties as are specified by the PBSA, the pension plan or the Company.

The intent of the Pension Communication Committee is to encourage members to gain an understanding of and have a voice in the administration of their plan through representation on a committee. The employee representatives will be expected to liaise between the Company and the membership which, it is believed will be to the advantage of both.

The onus is on the Company to provide all of the information necessary for the committee to make meaningful decisions and carry out its duties and it is the responsibility of the respective representatives to represent the membership without prejudice or conflict of interest,

- f) Provide former Nordair Pension Plan members with the option in accordance with the V. Ready, IAM&AW Award dated September 26, 1987.

3. Effective August 1, 1992

The Pension Plan shall be amended to allow for ad hoc post-retirement adjustments to pensions in payment to eligible retired members or the eligible spouse of deceased members. The amount of the ad hoc pension adjustment shall be determined in accordance with the Letter of Understanding dealing with this matter.

LETTER OF UNDERSTANDING 1.2
AD HOC ADJUSTMENT

The Company shall grant an **ad hoc** post-retirement adjustment to pensions in payment to eligible retired members **or** the **eligible** spouse of deceased members. The first ad hoc pension adjustment shall be granted on August 1, 1992. Thereafter, an **ad hoc** pension adjustment shall be granted on **the** anniversary of the above date in 1993, 1994, 1995 and 1996.

The amount of the ad hoc pension adjustment for each eligible retired **member** or spouse shall be equal to the applicable **pension** in payment multiplied by **50%** of the **lesser** of **8%** **or** the annual percentage increase in the average monthly Consumer Price Index for Canada during the calendar year preceding **the** adjustment date.

The ad hoc **pension** adjustment is subject to the **following** conditions:

- a) the retired member must be at least age **60** on the **applicable** adjustment date to **receive** the **adjustment**;

-
- b) if the member retired within the 12 months preceding the adjustment date, the pension adjustment shall be pro-rated to reflect the number of months of retirement.

LETTER OF UNDERSTANDING 1.3

It is agreed that any bargaining unit member who is a member of the Canadian Airlines CALDA Pension Plan who retires or early retires at age 55 or older and has 80 points during the term of Collective Agreement No. 02 will be allowed to retire without the reduction in pension benefits specified in the CALDA Pension Plan. The difference between the regular pension benefit under the CALDA Pension Plan and the unreduced benefit will be paid as a retiring allowance unless otherwise determined by the Pension Communication Committee.

It is further agreed that if a member of the CALDA Pension Plan retires during the term of Collective Agreement No. 2, such member shall remit to the Company a cash amount equal to 1% of the pensionable earnings he would otherwise have received during the period from September 1, 1989, to August 31, 1992, inclusive.

LETTER OF UNDERSTANDING 1.4
PENSION TRANSITION

It is agreed that liabilities for members, former members, pensioners and their beneficiaries in respect of their benefits accrued under the Wardair International Retirement Plan, as of September 1, 1990, shall become liabilities of the Canadian/CALDA Plan as of that date.

Assets as agreed to by the Company and the Association shall be transferred to the Canadian/CALDA Plan from the former Wardair Plan.

LETTER OF UNDERSTANDING NO. 2
CAREER CHANGE OPPORTUNITY PROGRAM

.01 In order to provide an incentive for those current permanent full-time employees who would like to **retire** or **otherwise** voluntarily separate from employment with **Canadian Airlines International Ltd.**, the Company will offer a voluntary separation incentive program as **follows**:

Eligibility

All active permanent full-time employees as of **November 10, 1984** will be **eligible** for **this** Program.

Payments

The Career Change **Opportunity** Program payment will be not less than two (2) weeks pay per year of **Company** service to a maximum of fifty-two (52) weeks pay, (Employees within **24** months of normal retirement will be limited to pay for half the **remaining** months to retirement). Employees may elect to:

- a) Receive **their** payment in a **lump sum** as close as possible to the first pay **period** following their retirement or other voluntary separation date; or
- b) Have their payments continue to be **paid** on regular pay periods until all separation incentive credits are used.
- c) Any combination of (a) and (b) above.

If an employee chooses (b) the time can be **used** in the **calculation** of pensionable service **providing** pension contributions are continued during this period. Under this **election** benefits will continue during this **period** with **the** exception of Dental and LTD Plans.

Election

Employees should indicate their **wish** to be considered for the Career change Opportunity Program by **completing** the Career Change Opportunity Program forms provided by the Company **and** submitting the **completed** forms to **their** manager's office. Once application has been made

the **employee** will have thirty (30) days from the date of application to withdraw **same**. After thirty (30) days, if his application is accepted the employee cannot revoke his **election**.

Acceptance

Whether or not an employee will be accepted for the Career Change Opportunity Program will be determined by management in consultation with the Council **Chairman** and will be dependent upon the Company's **training, skills, personnel and work requirements**. **Separation** dates will be arranged as close as possible to the dates specified by the **employees** In accordance with the needs of the service.

LETTER OF UNDERSTANDING NO. 3

It is agreed for the **Life** of this Agreement Number 02, the following will apply with respect to employees on *Workers' Compensation*:

"When the **Workers' Compensation Board** has accepted a claim by an employee the Company will, for a **period** of up to three (3) months for each **such** accepted claim, continue the **employee's** regular monthly basic pay. In exchange the employee will reimburse the Company by the amount of the **Workers' Compensation Board benefits** paid to **him**. Such reimbursement will be made to the Company **immediately** upon receipt of the benefits by the **employee.**"

LETTER OF UNDERSTANDING NO. 4

The introduction of the Pegasus **Reservation/Departure Control** systems required a modification to the **time** frame where the Dispatch Department were **responsible** for the **reforecasting** of flights, after the **initial information** had been entered by either the Scheduling or Charter Departments.

It is agreed that pending the development of a new Reservations **system**, the Dispatch Department time frame **for** the reforecasting of flights **be** limited to a seventy-two (72) hour **period (yesterday/today/tomorrow)** except for non-inventory charter flying.

The **on-going** development of a new or **modified** Reservation system for the future needs of the airline will have operational input and endeavour to **work** towards expanding the **time frame** period **for** reforecasting of flights by the Dispatch **Department** up to a seven (7) day period.

This letter will be **reviewed** on July 1, 1988 and **each six** (6) month period **thereafter**.

LETTER OF UNDERSTANDING NO. 5

It is hereby agreed that notwithstanding Section 6 • Vacations, during the term of this Agreement, employees covered by this Collective Agreement will receive weekly vacation pay that is not less than the average weekly salary plus the average weekly overtime earned in the previous year.

(Set weekly vacation pay =
annual salary + annual overtime paid)
52

However, the above will apply only to regular vacation pay and not to vacation received as a result of converting 75 or more bank time hours into two weeks or more vacation.

LETTER OF UNDERSTANDING NO. 6

1. The provisions of Section 7.01 Sick Leave paragraph e) will apply to the former PWA, EPA, Nordair employees with regard to the sixty (60) dry **minimum accumulated sick leave requirement**. The **minimum requirement for former CPAL employees will be:**

1990 - 40 days or 320 hours

1991 - 50 days or 400 hours

1992 - 60 days or 480 hours

All employees hired subsequent to July 25, 1990 will accrue sick leave in **accordance** with Section 7.01 of the Collective Agreement.

2. Records will be kept on file with **the local Dispatcher Administrator**. Up-to-date individual **statements** of sick leave credits will be **issued** to each **individual** employee within **30** days of ratification with **copies** placed on each employee's **3-100** file as well as copies to the Association.

APPENDIX "A"

The following responsibilities reflect the positions referred to in Section 2 of the Collective Agreement.

Chief Dispatchers - Duty/Training/Standards

General Responsibilities

The Terms Chief Dispatcher - Duty/Training/Standards shall mean a Flight Dispatcher who has been designated by the Company to perform the following general responsibilities:

- 1) **Lead** and direct the dispatch staff and coordinate the **work** of the dispatch staff as directed by the Manager, Flight Dispatch;
- 2) Participate as a **member** of project teams for the **introduction** of new **systems** and **procedures**;
- 3) **Provide** technical and procedural information to the department;

- 4) **Liaise** with the Manager, Flight Dispatch to maintain the Flight Dispatch Standard Operating Procedures Manual and the applicable section of the Flight Operations Manual;
- 5) Assist with other related duties as required.

Specific Responsibilities

In addition to the above general **responsibilities**, the following specific **responsibilities** apply:

Chief Dispatcher - Training

- 1) Conduct training needs analysis to **determine requirements**;
- 2) **Develop** and conduct **training courses**;
- 3) Maintain accurate training records;
- 4) Maintain courseware, ensuring accuracy and **validity**;
- 5) Monitor the attendance and performance of dispatchers in training with respect to **Company** and Department policies and

report any deficiencies to the Manager, Flight Dispatch:

- 6) Evaluate the performance of dispatchers in training and make recommendations to the Manager, Flight Dispatch with regard to progression.

Chief Dispatcher - Standards

- 1) Liaise with the Manager, Flight Dispatch to develop departmental procedures for flight planning and flight watch;
- 2) Liaise with the Manager. Flight Dispatch to develop departmental standards;
- 3) Monitor Dispatcher's performance relative to their knowledge of standards and procedures and report any deficiencies to the Manager of Flight Dispatch;
- 4) Maintain accurate records of assessments;
- 5) Assist the Chief Dispatcher - Training to determine training requirements and develop training courses.

Chief Dispatcher - Duty

- 1) Administer and monitor the shift schedule, including shift changes, sickness and **absenteeism** and report any deficiencies to the Manager, **Flight Dispatch;**
- 2) Authorize overtime dependent upon **anticipated activity levels;**
- 3) Assist in the **maintenance** of dispatch computer data bases, Including but not limited to route files, **station records, NAT tracks, NOTAMS,** schedules, centre stored and **tankering.**
- 4) Report all system outages (computers, **communications,** etc.);
- 5) Monitor **systemwide** operations, **being** aware at all times of actual and anticipated **problems** and provide Dispatch liaison with the duty **SOC** Manager **and Maintenance** Coordinator;
- 6) Assume Dispatch **responsibility** for **inflight** incidents and **emergencies** in accordance with the **Flight Operations** and Emergency Response Manuals;

- 7) Monitor and **redistribute** workload as required;
- 8) Assume dispatch **responsibility** for sector flights as required)
- 9) Monitor dispatcher technical performance, **provide** assistance as required, and report any deficiencies to the Manager, Flight Dispatch;
- 10) Monitor the awareness of **new** or changed procedures, providing **assistance** as required;
- 11) **Recommend** changes to procedures to the Manager, Flight Dispatch;
- 12) Monitor **notams** to ensure data base is **updated**, ensuring that **dispatchers** are aware of significant **developments**;

Flight Dispatcher Responsibilities shall include but not be limited to:

1. **Route/Weather analysis;**

2. **Generating** computer flight plans and **file with** appropriate Air Traffic Control **Centre** as required (Calculation of fuel requirements);
3. Checking the computer flight plans to ensure accuracy;
4. Checking the **MEL/CDL list** for items that may affect the assigned aircraft performance and **maintain** liaison with **SOC** Maintenance;
5. Anticipating the requirements of **all flights** and closely monitor **progress** in order to maintain an up-to-date flight watch over **all flights** operating within the designated dispatch **areas**;
6. **Continuous monitoring** and analysis of weather conditions;
7. Priority is to be given to the Flight Watch of **NAIFR** (No Alternate IFR) flights (Ref: F.O.M. Section 4.6.6), En-Route Reserve (Ref: **FOM 4.5.2(4)**);
8. Having a thorough knowledge of serviceability of airports, **airways** and navigational **facilities**;

9. Ensuring that all essential information is **forwarded** to the **Captain** to ensure a safe and **efficient** flight;
10. Forwarding precautionary advice to stations concerning imminent weather conditions which may affect the safety of equipment or **facilities**;
11. Advising the Vice President, Flight Operations and **Director, Flight Operations, Director, Flight Technical & Operations Support** or **their** designates, by the most expedient method, of any abnormal **incident** which involves a flight, whether airborne or on the ground;
12. **Delay** or **recommend cancelling** flights when deemed necessary or advisable for operational reasons;
13. **Communicate** with stations and **other** departments or agencies to avoid or **minimize** delays or **irregularities** to Company flights;
14. Inform **SOC** Managers of conditions present or anticipated **which** may cause

delays or **disruptions** to the **on-time performance** of Company flights;

15. Conduct thorough and professional flight **crew** briefings. **All significant** information which may affect the operation of the flight will be discussed;
16. The issuance of flight forecasts as **required**;
17. Assist those concerned with the **oper-**ations in **planning** for safe, efficient and **economical** movement of flights;
18. Update **NOTAMS** in computer in **designated** dispatch areas;
19. Perform other duties and functions related to the foregoing.

Notwithstanding the **above**, **it** is **agreed** and understood that **responsibilities** can vary or change in degree from time to time. In the event material changes **in** responsibilities are **contemplated** by the **Company**, the **Company**

will meet with the Association to arrive at a mutually agreeable change. Such agreement will not be unreasonably withheld by either party.

In the event of a dispute between the parties, the provisions of Section 15.06 (c) - expedited arbitration procedures will be initiated within seven (7) days of such a dispute.

TERMS AND CONDITIONSChief Dispatcher - Duty

- 1) Hours of Work - **24** hours a day, **7** days a week coverage,
- 2) Shift schedules and vacation schedules will **be bid** within the Chief Dispatchers - Duty Group. Section **6 Vacation** will apply to the Chief Dispatchers except **it** will include the last **2 weeks** of December as a preferential vacation period and the maximum period an individual will **be granted** will be **2** shift cycles.
- 3) Incidental overtime **such** as illness, ad hoc **training** and other miscellaneous requirements will be first offered to the Chief Dispatchers - Duty then offered **to** qualified Dispatchers In accordance with **Section 5** (Overtime), Coverage for planned vacation, training, etc. will be first covered **with temporary** upgrades **from qualified Dispatchers** then proffered to Chiefs-Duty on an overtime basis.

- 4) A successful bidder will be required to remain in this position for a **period** of one year. Notice of intent to return to the previous classification will be **60** days.

- 5) Incumbent "Senior Dispatchers" upon **successful completion** of the training program will be considered **full** qualified. New entrants will be required to successfully complete the training program and within a **period** of **six** months have proven their ability to fulfil **their** duties in a satisfactory manner. **Failure to successfully fulfil** the requirements of the job will result in the employee **being** returned to a dispatcher position. The performance of all officers will be **assessed** annually.

- 6) Overtime opportunities **will** exist within their **own** discipline.

- 7) Chief Dispatchers must maintain desk competency as per AND, Series VII, No. **02.**

Chief Dispatcher - Training

- 1) Hours of Work - standard work week.
- 2) Separate vacation bid.
- 3) Minimum commitment (per Chief Duty).
- 4) Probation/Assessment (per Chief Duty) except replace incumbent Senior Dispatcher with incumbent training instructor.
- 5) Overtime opportunities will exist within own discipline.
- 6) Chief Dispatcher must maintain desk competency as per ANO, Series VII, No, 02.

Chief Dispatcher - Standards

- 1) Hours of Work - likely modified shift schedules subject to review at time of implementation. See Section 5..
- 2) Separate vacation bid.
- 3) Minimum commitment (per Chief Duty).

- 4) Probation/Assessment (per Chief Duty) except incumbency not applicable.)
- 5) Overtime opportunities will exist within own discipline.
- 6) Chief Dispatchers must maintain desk competency as per ANO, Series VII, No. 02.

MEMORANDUM OF AGREEMENT
FOR AGREEMENT NO, 02
BETWEEN CANADIAN AIRLINES INTERNATIONAL
AND THE CANADIAN AIR LINE
DISPATCHERS ASSOCIATION

It is agreed that the following additions, deletions and amendments to the provisions of Agreement No. 1 between Canadian Airlines International Ltd. and the Canadian Air Line Dispatchers Association will be unanimously recommended by the parties to their respective principles and members and will be in full and final settlement of all issues entered into negotiations for a revised Collective Agreement between the parties, subject to ratification by the Canadian Air Line Dispatchers Association bargaining unit and the principles of Canadian Airlines International Ltd.

It is also understood that unless otherwise stated or agreed all amendments to the Agreement will be effective the date of ratification of Agreement No. 02.