

Collective Agreement between:

American Airlines Inc.

&

USW Local 1976

5/20/2016 to 5/19/2021

15254-01

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1 **Preamble**

2

3 **This Agreement is made and entered into May 20, 2016,** in accordance with the provisions of the
4 Canada Labour Code as amended, by and between **American Airlines, Inc.** (hereinafter referred to
5 as the “Company”) and the United Steelworkers (hereinafter referred to as the “Union”). The
6 English version of the Collective Agreement governs in the case of conflict between the terms of the
7 English and French version.

1 **Article 1 - Purpose of Agreement**
2

- 3 A. The purpose of this agreement is in the mutual interest of the Company and the employees,
4 to provide for operation of the services of the Company under methods which will further,
5 to the fullest extent possible, the safety of air transportation, the efficiency of operation, and
6 the continuation of employment.
7
- 8 B. No employee covered by this Agreement will be interfered with, restrained, coerced, or
9 discriminated against by the Company, its officers or agents, because of membership in or
10 lawful activity on behalf of the Union.
11
- 12 C. It is understood wherever in this Agreement employees are referred to in the masculine
13 gender, it shall be recognized as referring to both male and female employees.
14
- 15 D. Should any part or provision of this Agreement be rendered invalid by reason of any
16 existing or subsequently enacted legislation, such invalidation of any part or provision of
17 this Agreement shall not invalidate the remaining portions thereof, and they shall remain in
18 full force and effect.
19
- 20 E. The Company and the Union agree to comply fully with all applicable Federal regulations
21 prohibiting discrimination with respect to all aspects of employment with the Company. The
22 parties agree that, in accordance with the provisions of the Canadian Human Rights Act,
23 there shall be no discrimination or harassment against any employee by the Union or the
24 Company, by reason of race, national or ethnic origin, colour, religion, age, sex, sexual
25 orientation, marital status, family status, disability and conviction for which a pardon has
26 been granted **or in respect of which a record suspension has been ordered.**

1 **Article 2 - Status of Agreement**
2

3 A. It is expressly understood and agreed that when this Agreement is accepted by the parties
4 and signed by their authorized representatives, it will supersede any and all agreements
5 existing or previously executed between the Company and any Union or individual affecting
6 the class of employees covered by this Agreement.
7

8 B. It is understood and agreed that the Company will not lock out any employees covered
9 hereby, and the Union will not authorize or take part in any strikes, sitdown, slowdown, or
10 picketing of Company premises during the life of this Agreement until the procedures for
11 settling disputes as provided herein and provided by the Canada Labour Code as amended,
12 have been exhausted.
13

14 C. The Agreement shall be binding upon the Company and any Successor, defined as a
15 purchaser, assignee or transferee of all or substantially all of the assets or stock of the
16 Company or **American Airlines Group Inc.** Neither the Company nor **American**
17 **Airlines Group Inc.** shall enter into an agreement with a Successor which creates a
18 Successor Transaction unless the Successor agrees, in writing, as a prior condition of the
19 Successorship Transaction, to cause the Company and **American Airlines Group Inc.** to
20 continue to be bound by the Agreement, as it may be amended pursuant to the provisions
21 of applicable law, and to cause any operating airline which obtains the assets of the
22 Company to honor and be bound by the Agreement as it may be amended pursuant to the
23 provisions of applicable law.

1 **Article 3 - Recognition and Scope**
2

3 A. In accordance with the Canada Industrial Relations Board Certification Board File No.
4 **30557-C – Order No. 10905-U**, the Company recognizes the United Steelworkers as the
5 bargaining agent for **all employees of the Company excluding office, clerical, compliance**
6 **coordinators, marketing and sales employees, flight attendants, pilots, airport service**
7 **managers and those above the rank of airport service manager.**

8
9 B. Customer service work, exclusively in Montreal, Toronto and Ottawa, as described in the
10 Classifications Article will be performed by employees covered by this Agreement, except
11 where such work has been contracted out as of the effective date of this Agreement.
12

13 C. Customer Service Agents may be reassigned between duty assignments based on needs of
14 service.
15

16 D. Employees not covered by this Agreement will not perform work covered by this
17 Agreement other than in cases of irregular airport operations, emergencies, for the purposes
18 of training or instructing employees or on an occasional basis to assist during peak
19 operations. A situation will not be deemed to be an emergency within the meaning of this
20 paragraph where scheduled or overtime employees are reasonably available to handle the
21 requirement.
22

23 E. The Union recognizes that the Company shall have sole jurisdiction, subject to the terms of
24 this agreement, over the management and operation of its business, the direction of its
25 working force, the right to establish rules and regulations, to maintain efficiency in its place
26 of employment, and the right of the Company to hire, promote, demote, select for training,
27 discipline and discharge employees. It is agreed that the rights listed here shall not be
28 deemed to exclude other pre-existing rights of management not listed which do not conflict
29 with other provisions of this agreement.

1 **Article 4 – Classifications**

2
3 The Customer Service group consists of the classifications of Customer Service Agent (CSA),
4 **Customer Service Lead, Premium Customer Service Coordinator (PCSC), Premium**
5 **Customer Service Representative (PCSR).** The Ramp Service group consists of the
6 **classifications of Ramp Service Agent (RSA), and Ramp Service Lead.** Each of these positions
7 **may be full-time, part-time or temporary.**

8
9 **A. CSA work includes duties generally performed by customer service employees in**
10 **operations (in YUL and YOW), passenger service and includes other station work assigned**
11 **by the Company.**

12
13 **B. Work that may be performed by CSAs, contractors or other Company employees**
14 **includes assisting and transporting customers needing wheelchair or other special**
15 **assistance and unaccompanied minors, and training.**

16
17 **C. PCSR work includes customer handling and other duties generally performed in**
18 **Admirals Club locations or other areas in the airport established to service**
19 **premium customers and any other premium service work assigned by the Company.**

20
21 **D. Work that may be performed by PCSRs, contractors or other Company employees**
22 **includes providing or serving food and beverages to Admirals Club customers, and**
23 **maintaining the appearance of the Club.**

24
25 **E. RSA work includes aircraft receipt and dispatch, baggage and cargo loading and**
26 **unloading, bag room makeup, baggage transfer, operations (in YYZ), and any other**
27 **station work as so directed.**

28
29 **F. Work that may be performed by RSAs, contractors or other Company employees**
30 **includes aircraft cleaning, aircraft security search, lavatory and water service,**
31 **aircraft towing/brake riding, interline baggage transfer, scanning and running of**
32 **mail and freight, operation of APUs, and any other non-core RSA work not covered**
33 **in E.**

34
35 **G. Customer Service Lead, PCSC, and Ramp Service Lead work will be the same as that of**
36 **a CSA, PCSR, or RSA.** In addition, as working members of the group, they may be
37 required to lead and direct the work of other employees. When and where **Customer**
38 **Service Leads, PCSCs or Ramp Service Leads** are utilized by the Company, they will
39 be responsible for the overall performance within their work area. **Customer Service**
40 **Leads, PCSCs and Ramp Service Leads** may be required to lead and direct the work of
41 others which includes but is not limited to;

- 42
43 1. Providing verbal coaching to employees related to their performance.
44
45 2. Providing verbal and/or written input to management, related to employee
46 performance.

- 1
- 2 3. Preparing and issuing performance appraisals.
- 3
- 4 4. Temporarily resolving extreme personnel emergencies when management is not
- 5 present or available, to include sending employees home for the remainder of
- 6 their shift pending management investigation and action. Management, not the
- 7 **Customer Service Lead, PCSC or Ramp Service Lead**, will make any
- 8 determination as to whether any unpaid suspension will be applied.
- 9
- 10 5. Performing the functions of Ground Security Coordinator, Complaint Resolutions
- 11 Officer or other applicable federal, provincial, local or airport required
- 12 responsibilities.
- 13
- 14 6. Reasonable and customary administrative duties.
- 15
- 16 7. Instructing and training employees covered by this agreement and other employee
- 17 groups where so directed.
- 18
- 19 8. Resolution of customer complaints and performing any other airport work where
- 20 so directed.

21
22 It is understood that supervisor and administrative responsibilities, as listed above, are performed
23 by **Customer Service Leads, PCSCs or Ramp Service Leads**, but that other non-covered
24 employees also perform the same or similar functions.

- 25
- 26 **H.** Duty assignments will be determined based on the needs of the service. A duty assignment
- 27 may consist of a single job assignment, or a combination of two or more job assignments.
- 28
- 29 **I.** Employees may be cross-utilized in or between classifications and duty assignments under
- 30 this Agreement based on the needs of service.
- 31
- 32 **J.** An Open Time Agent is an employee who bids or is assigned a schedule, based on the needs
- 33 of service and may be inclusive of any classification or duty assignment, or a mixture of
- 34 classifications and duty assignments under this Agreement.

1 **Article 5 - Hours of Service**

- 2
- 3 A. 1. For purposes of computing pay, the work week shall begin at 0001 hours Monday
- 4 morning, and last through and until 2400 hours Sunday evening and includes any tour of
- 5 duty that begins during this period. A work week will consist of five (5) scheduled work
- 6 days, and two (2) consecutive scheduled days off, except when as a result of schedule
- 7 rebids, employee shift swaps, opentime agents as described in Item B below and
- 8 employees whose scheduled days off are Monday and Sunday.
- 9
- 10 2. Where the Company determines that modified hours of work meet the operational needs
- 11 in a location, modified hours of work may be implemented e.g. ten (10) hour shifts.
- 12 Such schedules may be implemented in any location, within a duty assignment within a
- 13 location. It is understood that the implementation of those modified work hours will be
- 14 subject to mutual agreement and cost neutral to the Company.
- 15
- 16 B. For open-time agents, four (4) scheduled days off must be provided within each two-week
- 17 pay period, which may or may not be consecutive. The Company will schedule at least one
- 18 day off each week and make every effort to post open-time lines of work with two (2)
- 19 consecutive days off each week, where possible.
- 20
- 21 C. A workday shall be a twenty-four (24) hour period beginning at 0001 hours local time.
- 22
- 23 D. All time worked shall be considered as time worked on the day during which the
- 24 employee's regular shift began.
- 25
- 26 E. Shift periods for full time employees shall be, unless otherwise specified herein, eight-and-
- 27 one-half (8-1/2) consecutive hours, including a one-half (1/2) hour unpaid meal period.
- 28
- 29 F. Shift periods for part-time employees shall be a minimum of four (4) and a maximum of
- 30 six (6) hours per day. **For stations with less than ten (10) flights a day, split shifts may**
- 31 **be scheduled for part-time employees with a maximum of two duty periods covering no**
- 32 **more than fourteen (14) hours (from the beginning of the first duty period to the end of the**
- 33 **second) within a twenty-four (24) hour period. A duty period must be a minimum of three**
- 34 **(3) hours. There is no scheduled meal period within either duty period of the split shift.**
- 35
- 36 G. Break/Lunch periods for employees will be as follows:
- 37
- 38 1. Shifts of at least four (4) hours but not more than five-and-one-half (5 1/2) hours,
- 39 will contain one fifteen (15) minute break during the scheduled shift.
- 40
- 41 2. Shifts of more than five-and-one-half (5 1/2) hours, but not more than six (6) hours
- 42 will contain one (1) fifteen (15) minute break and one thirty (30) minute unpaid
- 43 lunch period.
- 44
- 45 3. Shifts of more than six (6) hours will contain two (2) fifteen (15) minute breaks and
- 46 one thirty (30) minute unpaid lunch period.

1
2 H. Meal periods shall be assigned as follows:
3

- 4 1. The Company will make every effort to provide meal periods for full-time
5 employees within ninety (90) minutes before or after the midpoint of the scheduled
6 shift.
7
8 2. Full-time employees who, at Company request, are unable to begin their meal period
9 at least two (2) hours prior to the end of their regularly scheduled shift, will be
10 provided a thirty (30) minute lunch period paid at straight time rates. If unable to
11 take any meal period due to company request, the employee will receive pay for the
12 applicable meal period at time and one-half (1 ½) rates.
13
14 3. Part-time employees whose shifts entitle them to an unpaid meal period as described
15 in Item G. above, but who are unable to take a meal period due to company requests
16 will receive an additional thirty (30) minutes pay at straight time rates.
17

18 I. If the premier of any province or mayor of any city, Ministry of Transportation, provincial
19 police or regional police verifiably declares a state of extreme weather emergency advising
20 people not to travel, employees employed within the affected area who are unable to report
21 for work will be permitted a choice of authorized leave time, accrued compensatory time or
22 to use vacation time to receive pay for scheduled work missed during the time such
23 emergency exists.
24

25 J. Separate work schedules will be posted for each applicable duty assignment. Award of work
26 shifts, including scheduled start time, shift length and scheduled days off, shall be based on
27 **Seniority Date**.
28

29 K. Work schedules are posted for bid by active employees, as far in advance as practical, or a
30 minimum of seven (7) calendar days. The posting shall contain the scheduled start time,
31 shift length, scheduled days off, effective date and bid times. Once the bidding process is
32 completed, schedule bid awards will be posted a minimum of seven (7) calendar days prior
33 to the effective date of the new work schedule. Employees unavailable to bid at their
34 appointed bidding time, may bid by proxy, or by other means established locally. A
35 scheduling committee, created by the Union, will be established to develop work schedules.
36 The Company will have the final determination to the proposed schedule.
37

38 Active employees who fail to bid will be assigned by Seniority Date an available work
39 schedule within the duty assignment after completion of the bid. Active employees who
40 report late for bidding, but while the bidding process is ongoing, will be permitted to bid on
41 remaining available lines at the time they report.
42

43 An employee on an authorized leave of absence or off due to occupational injury will be
44 permitted to bid in a rebid of the work schedule provided the Company receives, prior to the
45 start of the bidding period, a notice certifying his return to work date which must be within

1 thirty (30) days of the effective date of the bid. If the leave is for medical reasons, the
2 certification of return to work must be signed by the employee's treating physician.
3

4 L. There shall be no rotation of shifts. All shifts will be fixed, however, each scheduled line of
5 work may contain multiple start times.
6

7 M. Work schedules will be rebid based on the needs of the service, approximately every one-
8 hundred-**twenty (120)** days, or a minimum of **three (3)** times per calendar year.
9

10 N. During a bid period, if it becomes necessary to temporarily adjust employees' work
11 schedules, duty assignments, scheduled start times or scheduled days off, the following
12 procedures shall apply:
13

14 1. When it becomes necessary to adjust scheduled days off, employees subject to
15 adjustment will be given a minimum of five (5) calendar **days' notice**.
16

17 2. When it becomes necessary to adjust scheduled start times, employees subject to
18 adjustment will be given a minimum of forty-eight (48) **hours' notice**.
19

20 3. Employees may be reassigned between duty assignments and job assignments on a
21 given shift based on the needs of the service. In the event that these adjustments are
22 expected to exceed sixty (60) days in duration, within the first sixty (60) days of
23 such adjustment, the Company shall post the work schedule in the affected duty
24 assignment for rebid as provided in Item K above.
25

26 O. Employees returning to active duty from an authorized leave of absence or occupational
27 injury will be assigned to their previous duty assignment. Such employees who were not
28 permitted to bid the most current work schedule may be assigned shifts/days off within the
29 duty assignment based on needs of service.
30

31 P. Shift Trades
32

33 An employee may trade shifts or days off with another qualified employee in accordance
34 with the following provisions:
35

36 1. The request must be in writing and signed by both employees involved. The request
37 shall be submitted for approval to the immediate supervisor, or his designee, of the
38 employee who initiates the shift trade.
39

40 2. The Company may at each location establish deadlines for submitting shift
41 swaps/**trades**, but such deadline will not be more than twenty-four (24) hours prior
42 to the shift to be worked. The approval/disapproval of the shift trade request will be
43 given no later than seventy-two (72) hours from the time the request was received by
44 the manager/leads.
45

- 1 3. Employees who trade shifts become responsible to work the shift so agreed to as if it
2 were part of their regular work schedule.
- 3
- 4 4. Probationary employees are eligible to participate in shift trades but only to the
5 extent of pick up shifts (cannot trade off, but can trade on) and only after completing
6 sixty (60) active work days and only with approval of manager.
- 7
- 8 5. No overtime payment will be paid to an employee as a result of working another
9 employee's shift under these provisions.
- 10
- 11 6. No request under these provisions shall be honored if found to be in conflict with
12 Canada Labour Code. This paragraph shall immediately apply in any jurisdiction,
13 which may hereafter impose restrictions or require such overtime payment for such
14 hours of work.
- 15
- 16 7. An employee who has agreed to work for another employee may not exchange this
17 obligation with any other employee.
- 18
- 19 8. Shift trades resulting in an overlap of up to one-half (1/2) hour may be approved
20 subject to the needs of service.
- 21
- 22 9. Employees may work a maximum of sixteen (16) hours during a twenty-four (24)
23 hour period as a result of shift trades, excluding meal periods. Employees will not be
24 permitted to work double shifts (twelve (12) hours or more) on consecutive days as a
25 result of shift trades.
- 26
- 27 10. Employees may shift **trade** off their regularly scheduled shift a maximum of **thirty-**
28 **two (32)** times per calendar quarter.
- 29
- 30 11. Employee shift swaps between duty assignments may be allowed subject to local
31 policy and qualifications.
- 32
- 33 12. Employees may trade their full shift or a portion thereof, with no more than two (2)
34 employees. The minimum partial-shift trade will be one hour. Partial trades must be
35 in full hour increments. Any partial-shift trade counts as one towards the allowable
36 quarterly shift trade maximum.
- 37
- 38 13. Shift **swaps** start time exchanges on the same day will not count toward the **thirty-**
39 **two (32)** quarterly maximum.
- 40
- 41 14. In circumstances where shift trades have been approved and where any employee
42 who is scheduled to work for another employee is unable to do so, (e.g., due to leave
43 of absence, transfer, termination, jury duty, schedule rebid, training, etc.), the
44 Company reserves the right to cancel an approved shift trade provided five (5) days'
45 notice is given to affected employees.

1 **15. An employee, who has shift traded on and is required to stay for overtime on**
2 **that shift, will only be paid the applicable overtime rate if the shift picked up**
3 **was overtime eligible and the employee has met the daily qualifier.**
4

5 **Q. Short Turnaround between Scheduled Shifts**

6 **If 7-1/2 hours or less elapses between the end of one shift and the start of the next**
7 **due to Company requested extension, all time worked on both shifts will be totaled**
8 **as follows:**

9 **The first 8 hours will be paid at straight-time**

10 **The remaining hours at time-and-one-half**

11
12 **However, if 7-1/2 hours or less elapses between shifts because an employee has**
13 **traded shifts or days off with another employee or due to shift bid, the employee's**
14 **shifts will not be combined, and the employee will be paid for the first 8 hours of**
15 **work on each shift at straight-time. In addition, if 7-1/2 hours or less elapses**
16 **between a regularly scheduled shift and overtime that is voluntary, the employee's**
17 **shifts will not be combined.**
18
19

1 **Article 6 – Overtime**

2
3 A. The Company shall determine the number of overtime hours to be worked. Overtime hours
4 are defined as additional hours worked at the Company’s request over and above an
5 employee's scheduled hours.
6

7 B. An overtime equalization will be maintained for each employee. All overtime hours
8 worked, as well as overtime hours that are offered in accordance with this article but refused
9 by the employee, will be added to the overtime equalization. The equalization will be set at
10 zero at the beginning of each calendar quarter. Where the Company determines that
11 overtime is required, such overtime will be offered to qualified employees based on lowest
12 rate of pay (i.e., straight-time, time-and-one-half), then by lowest equalized overtime hours.
13

14 C. Bid Sheets for overtime and/or shift extension may be used for each duty assignment. In
15 locations where bid sheets are used, only those employees signed up are considered
16 available. Where an overtime bid sheet is used and no employees are signed up, the
17 overtime may be offered to any employee, without regard to normal distribution of
18 overtime. In locations where overtime or shift extension bid sheets are not used, all
19 qualified employees are considered available.
20

21 D. Shift extension is overtime which is anticipated to be less than four hours and is not the
22 result of a part-time vacancy or absence. Shift extension overtime will be offered to those
23 employees whose shift begins or ends closest to, but within four hours, of the expected
24 overtime need.
25

26 Shift extension will be offered in the following order sorted first by lowest rate of pay, then
27 by lowest equalized overtime hours:
28

- 29 1. Employees in the duty assignment and classification
 - 30 2. Qualified employees in the classification but outside the duty assignment
 - 31 3. Employees in the duty assignment but outside the classification
 - 32 4. Qualified employees outside the duty assignment on a voluntary basis
 - 33 5. Mandatory assignment as described in Paragraph U of this article.
- 34
35
36
37
38

39 Employees who are offered shift extension, which is not continuous with their regular shift
40 and is separated by more than one (1) hour shall be offered four hours work.
41

42 E. Overtime required as a result of full-time vacancies/absences and overtime required when
43 additional shifts are necessary which exceed five (5) work hours will be offered first to full-
44 time employees.
45

1 Full-time overtime shall be offered in the following order sorted first by lowest rate of pay,
2 then by lowest equalized overtime hours:

- 3
- 4 1. Full-time employees in the duty assignment and the classification
- 5
- 6 2. Qualified full-time employees in the classification but outside the duty assignment
- 7
- 8 3. Full-time employees in the duty assignment but outside the classification
- 9
- 10 4. Part-time employees in the duty assignment
- 11
- 12 5. Qualified part-time employees outside the duty assignment
- 13
- 14 6. Employees in the duty assignment on a voluntary basis
- 15
- 16 7. Qualified employees outside the duty assignment on a voluntary basis
- 17
- 18 8. Mandatory assignment as described in Paragraph U of this article.
- 19

- 20 F. Overtime required as a result of part-time vacancies/absences and overtime required when
21 additional shifts are necessary which are five (5) work hours or less will be offered first to
22 part-time employees.

23
24 Part-time overtime shall be offered in the following order sorted first by lowest rate of pay,
25 then by lowest equalized overtime hours:

- 26
- 27 1. Part-time employees in duty assignment
- 28
- 29 2. Qualified part-time employees outside the duty assignment
- 30
- 31 3. Full-time employees in the duty assignment
- 32
- 33 4. Qualified full-time employees outside the duty assignment
- 34
- 35 5. Employees in the duty assignment on a voluntary basis
- 36
- 37 6. Qualified employees outside the duty assignment on a voluntary basis
- 38
- 39 7. Mandatory assignment as described in Paragraph U of this article.
- 40

- 41 G. Employees are considered eligible for overtime except when:

- 42
- 43 1. not available to work the entire overtime period (A one-half ($\frac{1}{2}$) hour overlap of the
44 scheduled shift and overtime period shall be permitted except when needs of service
45 do not permit. The one-half ($\frac{1}{2}$) hour overlap will be paid as part of the regular shift,
46 and will not be considered part of the overtime shift);

2. scheduled off for an entire shift for vacation, voluntary time off (VTO), training, authorized company business, authorized union business, jury duty or compensatory time. In these instances employees will be ineligible for the entire day except that they may volunteer to work prior to mandatory assignment overtime;
3. on sick leave (paid or unpaid) for an entire shift, any type leave of absence (paid or unpaid), disciplinary suspension, bereavement leave or occupational injury leave (paid or unpaid). In these instances employees will be ineligible from the time the absence begins and remain ineligible until they return to work;
4. not qualified to perform the overtime work offered;
5. on a shift trade off for any hours that fall within their original scheduled shift (with management approval and based on needs of service, employees may be allowed a one-half (1/2) hour overlap of the overtime shift and the regularly scheduled shift that was traded off).

H. Opentime employees, on scheduled work days, are considered for overtime within the classification and duty assignment they are working. An opentime employee on a scheduled day off or an employee working as an "extra" will be considered available for overtime offered within the duty assignment the employee last worked on a regularly scheduled work shift except that shift trades are not considered.

I. Transferred employees including change of station, in-station transfers, part-time to full-time, full-time to part-time and new employees, will use the average overtime hours in their new duty assignment for the purpose of equalization.

Employees absent for more than fourteen (14) consecutive days will upon their return to work be assigned the average of the overtime equalization list or their previous overtime hours which ever is greater.

J. If two or more employees will be compensated the same rate of pay (i.e., straight-time, time-and-one-half) and have the same equalization within the provisions as outlined in Paragraph "D", "E" or "F" of this article, the overtime will be offered to the senior employee.

K. When operational conditions change which would no longer necessitate the overtime that has been awarded to an employee, such overtime may be canceled, provided a minimum of four hours notice is given. In the event overtime is canceled with less than four hours' notice, the employee awarded the overtime shift will be offered a minimum of four (4) hours work at the applicable rate. This provision is not applicable to shift extension overtime, which may be canceled at any time.

L. Once an employee accepts offered overtime, the employee becomes responsible to work the overtime shift and may not trade this obligation with another employee.

1 M. Overtime equalization lists will be maintained by duty assignment and employees' names
2 shall be listed in **Seniority Date** order.

3
4 1. Prior to making an overtime call, the Company will make available to the Shop Steward
5 or Assistant Shop Steward a copy of the appropriate overtime distribution list. Once the
6 list has been made available, the Company will proceed to call overtime.

7
8 2. Employees will be contacted at the phone number on the equalization list or the
9 availability list (where utilized). It will be the employee's responsibility to insure that
10 these lists have the correct phone number, indicating that the employee is to be
11 contacted.

12
13 3. In the event of "no answers" a second call will be made prior to moving on to the next
14 employee on the list.

15
16 4. When overtime is offered the Company will make every effort to advise the employee
17 of the duty assignment and where practical the work area within the duty assignment.

18
19 N. An employee bypassed for overtime in violation of these overtime procedures will be
20 eligible to work a like period of time on a scheduled shift at a time selected by the
21 employee. The bypassed employee will be limited to only the employee who should
22 have been offered the overtime as provided for in this article.

23
24 The shift will be at the same rate of pay as bypassed, contain the same number of hours
25 as those bypassed and must be worked within fourteen (14) calendar days of the
26 determination that the bypass occurred. The Company will determine the work duty
27 assignment.

28
29 O. The Company may prohibit any employee from working overtime where it would result in
30 more than sixteen (16) continuous hours excluding unpaid meal periods. Employees who
31 have worked sixteen (16) continuous hours may not be assigned additional overtime unless
32 such overtime is due to an emergency situation.

33
34 P. A daily overtime qualifier will be used to determine premium rates on work days. Work
35 days are defined as regularly scheduled or "shift swap worked" days.

36
37 1. There will be a minimum daily eight (8) hour overtime qualifier which must be
38 satisfied prior to being eligible for overtime premium rates.

39
40 2. The daily qualifier for determining overtime premium eligibility will include all
41 regularly scheduled hours worked, plus any shift swap hours worked, up to a
42 combined maximum of eight (8) hours.

43
44 3. After the daily overtime qualifier has been met, overtime will be paid at one and
45 one-half (1½) times the regular rate for **the first four (4) hours worked and two (2)**
46 **times the regular rate for all hours thereafter.**

1
2 Q. A weekly overtime qualifier will be used to determine premium rates on days off. Days off
3 are defined as “regularly scheduled” or “shift swap off” days.
4

5 1. There will be a weekly forty (40) hour overtime qualifier which must be satisfied prior
6 to being eligible for overtime premium rates on any day off.
7

8 2. The weekly qualifier for determining overtime premium eligibility will include all
9 regularly scheduled hours worked, additional hours offered by the Company worked at
10 straight time rates, plus all hours not worked but paid (excluding **sick days**), plus shift
11 swap hours worked not to exceed the total shift swap off hours.
12

13 3. After the weekly overtime qualifier has been met, overtime will be paid at one and
14 one-half (1½) times the regular rate for **the first eight (8) hours worked and two (2)**
15 **times the regular rate for all hours worked thereafter except as provided for in**
16 **items 4 below.**
17

18 4. Employees who shift trade to be off and who work overtime on the day off shall be
19 paid a maximum rate of time and one-half 1 (½) times the regular rate for all overtime
20 hours worked that day.
21

22 R. An employee who shift trades into a duty assignment different from their scheduled duty
23 assignment will be considered for overtime based upon their originally scheduled duty
24 assignment.
25

26 S. All overtime shall be computed to the nearest tenth of an hour in six (6) minute increments.
27

28 T. A one-half (1/2) hour unpaid meal period will be provided to an employee working an
29 overtime shift in excess of five-and-one-half (5-1/2) hours.
30

31 U. **MANDATORY ASSIGNMENT OF OVERTIME**
32

33 **(1) Required Coverage Period of Four Hours Or Less**
34

35 When the required coverage period is expected to be four hours or less, the additional hours
36 will be assigned to employees in reverse order of seniority, in the following order.
37

- 38 • Part-time employees within the duty assignment whose shifts begin or end within one
39 hour of the required coverage period.
40
- 41 • Full-time employees within the duty assignment whose shifts begin or end within one
42 hour of the required coverage period.
43
- 44 • Qualified part-time employees outside the duty assignment whose shifts begin or end
45 within one hour of the required coverage period.
46

- 1 • Qualified full-time employees outside the duty assignment whose shifts begin or end
2 within one hour of the required coverage period.
3
4 • If no employees fall within the above parameters, then the distribution procedure
5 described in Paragraph U.2 will apply.
6

7 In the above situations, employees may actually be assigned hours in excess of four as a
8 result of the start/end time of their shift and the start/end time of the required coverage
9 period. When this occurs, it is not a violation of this section of the policy so long as the
10 required coverage period was expected to be four hours or less.
11

12 **(2) Required Coverage Period In Excess Of Four Hours**

13
14 When the required coverage period is expected to be in excess of four hours, the additional
15 hours will be assigned to eligible employees in reverse order of seniority in the following
16 order.
17

- 18 • Part-time employees within the duty assignment.
- 19
- 20 • Qualified part-time employees outside the duty assignment.
- 21
- 22 • Full-time employees within the duty assignment.
- 23
- 24 • Qualified full-time employees outside the duty assignment.
- 25

26 **(3) Rotation of Mandatory Assignment**

27
28 A rotation method for the assignment of mandatory overtime may be established locally
29 when the Company determines that mandatory overtime may be frequently required during
30 specified periods of time. The rotation method used will be mutually agreed to by the
31 Company and the Union.
32

33 V. Full-time employees will be offered a minimum of four (4) hours work at the applicable
34 rate if:

- 35
- 36 1. The overtime is not continuous with their regular shift and is separated by more than
37 one hour.
- 38
- 39 2. The employee is called in to work on his day off.

1 **Article 7 - Seniority**
2

3 A. **Employee's Seniority Date** is defined as continuous **American Airlines** service in any
4 department and shall be applied to: vacation accrual, bidding of shifts/days off, bidding of
5 vacation periods, filling of vacancies, displacements/recalls and service awards.
6 Adjustments to an employee's **Seniority Date** based on past seniority policies will remain in
7 place. After the effective date of this agreement, there will be no adjustments to employee's
8 **Seniority Date**.
9

10 B. Pay Date Seniority shall be the same as the **Seniority Date** except that Pay Date Seniority is
11 adjusted for all furloughs extending beyond ninety (90) days; for all unpaid suspensions
12 extending beyond thirty (30) days; for all lost time which exceeds twelve (12) weeks except
13 where prohibited by the Canada Labour Code. Adjustments to Pay Date Seniority based on
14 past seniority policies will remain in place.
15

16 **Following the Date of Ratification**, employees who transfer from **American Airlines, Inc.**
17 into the Canadian USW Agreement will be assigned a **Seniority Date** and **Pay Date**
18 **Seniority**, which will be the first day worked in the Canadian USW Agreement. For these
19 employees the **Seniority Date** shall be applied to: bidding or shifts/days off, bidding of
20 vacation periods, filling of vacancies, displacements/recalls.
21

22 C. When two or more employees have the same **Seniority Date**, the senior employee will be
23 the employee who has the highest four digit number using the last four digits in his social
24 insurance number.
25

26 D. An employee covered by this agreement will lose his seniority status and his name shall be
27 removed from the seniority list under the following conditions:
28

- 29 1. He quits, resigns, or retires.
- 30
- 31 2. He is discharged for just cause.
- 32
- 33 3. He does not return from furlough within fifteen (15) days of receipt of notice, or within
34 fifteen (15) days of the mailing of such notice if the notice is undeliverable due to the
35 employee's failure to keep the Company apprised of his current mailing address and
36 telephone number.
- 37
- 38 4. His recall rights expire.
- 39
- 40 5. He does not return from a Leave of Absence within the scheduled period.
- 41
- 42 6. As otherwise provided in this agreement.
- 43

44 E. All recall notices sent to furloughed employees will be delivered via certified mail, return
45 receipt, or via telegram to the employee at the last address filed by the employee with the
46 company.

- 1
- 2 F. Employees who transfer to a position outside of the bargaining unit, will retain but not
3 accrue Seniority for a period of six (6) months following the transfer. Employees will be
4 able to utilize retained seniority to return to the bargaining unit in the event of a
5 reduction-in-force, demotion, or failure to pass probation in the new position within six
6 (6) months following their transfer. Following the provision of six (6) month retention of
7 seniority, employees will forfeit all seniority in the bargaining unit.
8
- 9 G. A system wide roster will be posted once a year by no later than the last day of January each
10 year. Seniority lists will indicate the employee's name, payroll identification number,
11 **Employee's Seniority Date**, and last four digits of the employee's Social Insurance
12 Account Number for each customer service employee and include their domicile city.
13 Station seniority lists will be posted at each customer service work location at the same time
14 as the system seniority roster reflecting local seniority order adjustments based on past
15 policies that were in effect prior to this agreement.
16
- 17 H. Employees who wish to protest any omission or incorrect posting of their seniority must do
18 so by filing a written grievance within thirty (30) days of the date of the most recent
19 seniority roster posting. Seniority protests will be strictly confined to errors, changes or
20 omissions which occurred on the most recent seniority posting only. Any employee on leave
21 at the time of posting of the list shall have a period of fifteen (15) days from the date of his
22 return to service to file a protest.

1 **Article 8 - Filling of Vacancies**

2
3 **A. Full-Time CSA or RSA Vacancies**

- 4
5 1. Permanent full-time **CSA or RSA** vacancies, which the Company decides to fill will be
6 awarded in the following order:
7
8 (a) The senior full-time **CSA or RSA within classification** at the location
9 where the vacancy exists who has an in-station transfer bid on file to the
10 available duty assignment as outlined in Paragraph E of this Article;
11
12 (b) The senior **CSA or RSA within classification** who possesses recall to a full-
13 time position at the location;
14
15 (c) The senior full-time or part-time employee **within classification** with a
16 system transfer bid on file to the location as outlined in Paragraph F of this
17 Article;
18
19 (d) **By internal job posting, to be filled competitively outside the**
20 **classification in accordance with a standard qualification process to be**
21 **established by the Employment Equity Council (which shall have**
22 **Company and Union representation);**
23
24 (e) A new employee.
25

26 **B. Filling of Customer Service Lead, Ramp Service Lead, Premium Customer Services**
27 **Coordinator (PCSC) and Premium Customer Services Representative (PCSR)**
28 **Vacancies**

- 29
30 1. Candidates for **Customer Service Lead, Ramp Service Lead, PCSC or PCSR**
31 positions will be evaluated through a standard qualification process as determined by
32 the Company.
33
34 2. Employees desiring transfer **within classification** to any **Customer Service Lead,**
35 **Ramp Service Lead, PCSC or PCSR** position will be required to submit an
36 application on the proper company form. **Employees desiring a promotion to any**
37 **Customer Service Lead, Ramp Service Lead, PCSC or PCSR position will be**
38 **required to apply online through the Company's internal job posting site found**
39 **on JetNet.** Employees must have satisfactory attendance and performance in their
40 present position in order to be considered for **Customer Service Lead, Ramp**
41 **Service Lead, PCSC or PCSR** vacancies.
42
43 3. Employees should make every effort to schedule the qualification process interview
44 outside of their regular working hours. When not possible, employees may be
45 excused during a work shift. However, the employee must take unpaid time or use
46 unbid Vacation or compensatory for compensation for all scheduled hours not

1 worked. Employees must advise their manager as far in advance as possible for any
2 time off required for an interview. Employees traveling to and from company
3 interviews will be provided on-line space positive travel but will not be paid for travel
4 time.
5

- 6 4. Where the Company decides to fill a **Customer Service Lead, Ramp Station Lead,**
7 **PCSC or PCSR** vacancy, the position will be awarded in the following order:
8
 - 9 a) The senior **Customer Service Lead, Ramp Service Lead, PCSC and PCSR**
10 **within classification** at the location where the vacancy exists who has an in-
11 station transfer bid on file to the available duty assignment;
12
 - 13 b) The senior employee who possesses recall to a **Customer Service Lead,**
14 **Ramp Service Lead, PCSC or PCSR** position in the classification and
15 location;
16
 - 17 c) The most qualified applicant in the Company's qualification process.
18
 - 19 d) Where there are no qualified applicants, the Company may issue an individual
20 **job posting** per established company policy.
21
- 22 5. All successful **Customer Service Lead, Ramp Service Lead, PCSC or PCSR**
23 bidders shall hold the position on a probationary basis for a period of one hundred
24 twenty (120) active workdays in order to receive adequate instruction and coaching
25 and to demonstrate their ability to perform the required work. Employees who fail to
26 demonstrate sufficient ability during their **Customer Service Lead, Ramp Service**
27 **Lead, PCSC or PCSR** probationary period will be returned to their previous location
28 and duty assignment.
29
- 30 6. Employees promoted to Station Lead, **PCSC or PCSR** positions will be assigned a
31 work schedule. **Customer Service Leads, Ramp Service Leads, PCSCs or PCSRs**
32 will be permitted to bid in the next work schedule bid in order of **Seniority Date**.
33
- 34 7. **Customer Service Leads, Ramp Service Leads, PCSCs or PCSRs** who have
35 completed their **Customer Service Lead, Ramp Service Lead, PCSC or PCSR**
36 probationary period and are demoted for just cause will be returned to an available
37 system vacancy in their previous classification.
38
- 39 8. Employees accepting **Customer Service Lead, Ramp Service Lead, PCSC or**
40 **PCSR** positions are required to remain in the position and location for a period of six
41 (6) months. However, these employees are eligible for in-station **Customer Service**
42 **Lead, Ramp Service Lead, PCSC or PCSR** transfers.
43
- 44 9. Applicants refusing offers of **Customer Service Lead, Ramp Service Lead, PCSC**
45 **or PCSR** positions will be ineligible for consideration for any other **Customer**

1 Service Lead, Ramp Service Lead, **PCSC or PCSR** position for a period of six (6)
2 months.

3
4
5 **C. Part-Time CSA or RSA Vacancies**

- 6
7 1. Permanent part-time **CSA or RSA** vacancies, which the Company decides to fill
8 will be awarded in the following order:
9
10 a. The senior full-time or part-time **CSA or RSA within classification** at the
11 location where the vacancy exists who has an in-station transfer bid on file to
12 the available duty assignment as outlined in Paragraph E of this Article;
13
14 b. The senior **CSA or RSA within classification** who possesses recall to a
15 part-time position at the location;
16
17 c. The senior full time or part time employee **within classification** with a
18 system transfer bid on file for the part-time position at the location;
19
20 d. **By internal job posting, to be filled competitively outside the**
21 **classification in accordance with a standard qualification process to be**
22 **established by the Employment Equity Council (which shall have**
23 **Company and Union representation)**
24
25 e. A new employee.

26
27 **D. Temporary Vacancies**

- 28
29 1. Temporary full-time **CSA, RSA or PCSR** vacancies which the Company
30 decides to fill will be awarded in the following order:
31
32 a. The senior qualified employee working part-time in the location who
33 possesses full-time recall to the available group and classification;
34
35 b. The senior part-time employee in the location within the duty assignment
36 where the vacancy exists;
37
38 c. The senior qualified part-time employee within the group, classification and
39 location but outside the duty assignment where the vacancy exists;
40
41 d. The senior qualified part-time Customer Service employee in the location
42 but outside of the group;
43
44 e. Assignment of the junior qualified part-time employee in the group,
45 classification and location.
46

1 f. A temporary upgrade may be filled for a duration not to exceed twelve (12)
2 consecutive months. By agreement between the Company and the Union, the
3 temporary position may be extended up to an additional six (6) months.
4

5
6 2. Temporary **Customer Service Lead, Ramp Service Lead and PCSC** vacancies
7 which the Company decides to fill will be offered as follows:
8

9 a. The senior employee in the location who possesses recall to a **Customer**
10 **Service Lead, Ramp Lead or PCSC** position in the group and location;
11

12 b. The senior qualified full-time employee within the duty assignment where
13 the vacancy exists;
14

15 c. The senior qualified full-time employee in the group, classification and
16 location but outside the duty assignment where the vacancy exists;
17

18 d. The senior qualified part-time employee within the duty assignment where
19 the vacancy exists;
20

21 e. The senior qualified part-time employee in the group, classification and
22 location but outside the duty assignment where the vacancy exists.
23

24 3. Employees filling temporary positions will:
25

26 a. be paid at the hourly rate corresponding to their pay longevity step;
27

28 b. be awarded the average overtime equalization of the duty assignment;
29

30 c. be compensated for vacation and/or sick leave used based on the number of
31 hours scheduled to work;
32

33 d. have no change to pre-existing health and insurance benefits;
34

35 e. assume the open schedule line of work. Should a schedule rebid occur, the
36 employee filling the temporary vacancy will bid after all permanent
37 employees in the duty assignment. If there are two or more employees
38 working temporary positions, they will bid in **Seniority Date** order after all
39 permanent employees in the duty assignment.
40

41 In the event it is necessary to eliminate a temporary position, the junior employee
42 within the duty assignment occupying a temporary full-time position will be
43 returned to his former status.
44
45

1 E. **In-Station Transfer Bid File**

- 2
- 3 1. Each covered station shall maintain a file for in-station transfer requests. Employees
- 4 within the location desiring transfer to a different duty assignment within the
- 5 classification are required to submit transfer requests on the appropriate Company form.
- 6 In-station transfer requests will remain valid through December 31st of the year in
- 7 which they are submitted. Transfer requests will be accepted on or after December 20th
- 8 to be valid the next calendar year.
- 9
- 10 2. An employee with a bid on file will be awarded and required to accept the position and
- 11 all his other in-station transfer requests then on file will be discarded.
- 12
- 13 3. An employee awarded an in-station transfer is required to remain in the new position
- 14 and/or duty assignment for a period of six (6) months, but is eligible for system
- 15 transfers.

16

17 F. **System Transfer Bid File**

- 18
- 19 1. The Director of Station Administration shall maintain a file for system transfer
- 20 requests. Employees desiring transfer to positions in different locations are required
- 21 to submit transfer requests on the appropriate Company form. System transfer
- 22 requests will remain valid for a period of one (1) year from the date the request is
- 23 received.
- 24
- 25 2. System transfer offers to other locations shall be communicated to the employee's
- 26 station management. Employees will have until 5:00 p.m. Eastern Time the
- 27 following business day to respond to the system transfer offer. Employees may file a
- 28 proxy on the designated company form with their Station Director/Manager, or his
- 29 designee. The proxy will give the manager, or designee, the authority to accept or
- 30 refuse the transfer offer on the employee's behalf in the event the transfer offer is
- 31 made and the employee cannot be contacted within the time frame prescribed above.
- 32 In the event the employee cannot be contacted and does not have a proxy on file, the
- 33 employee will be bypassed and will be considered to have refused the transfer offer.
- 34
- 35 3. Employees refusing OR CONSIDERED UNDER PARAGRAPH 2 ABOVE TO
- 36 HAVE REFUSED a system transfer offer will be prohibited from submitting a
- 37 system transfer request to any location for a period of six (6) months and all his
- 38 other transfer requests then on file will be discarded.
- 39
- 40 4. Employees awarded system transfers to other locations will be scheduled to report
- 41 for work at the new location immediately, but no later than fourteen (14) calendar
- 42 days after notification of the award as determined by the Company. Reasonable time
- 43 off up to three (3) days for relocation purposes may be requested by the employee
- 44 and will be granted where appropriate as unpaid. These employees will pay all
- 45 moving and settlement expenses.
- 46

1 5. Employees awarded a system transfer are required to remain in the new location for
2 a period of one (1) year and all other transfer requests on file will be discarded,
3 except for lead agent positions in the new location.
4

5 G. An employee may submit as many in-station or system transfer bids as they wish except as
6 otherwise provided for in this agreement. Employees may also withdraw in-station or
7 system transfer bids by written request to the appropriate Company official anytime prior to
8 being offered a transfer.
9

10 H. Employees on level three (3) of the progressive discipline or attendance control programs
11 are not eligible for any system transfers.
12

13 I. Employees transferring through the in-station or system transfer bid procedures will assume
14 the available shifts/days off in the new location, position and/or duty assignment until the
15 next schedule bid.
16

17 J. Probationary employees are ineligible for in-station or system transfer, except that a
18 probationary employee will receive consideration before a new employee.
19

20 K. Where the total complement of employees does not change within a station and
21 classification, but a reallocation of employees is required between duty assignments there is
22 no vacancy deemed to exist for system bidding purposes.

23 **L. Quebec Language Requirement**
24

25 **1. For positions in the province of Quebec all employees must be bilingual and have**
26 **the ability to serve customers in French or English, depending on the customer's**
27 **choice.**
28

29 **2. The Company reserves the right to establish minimum language proficiency**
30 **standards and conduct language skill testing as appropriate.**
31

32 **3. Effective on the date of signing of the Agreement, any employee in Quebec**
33 **unable to demonstrate full fluency in French and English will be not be**
34 **furloughed as a result of this language requirement. The job protections**
35 **provided in the Paragraph will only apply to those Quebec based employees**
36 **whose names appear on the Passenger Service Seniority List as of the date of**
37 **ratification of this Agreement.**
38

39 **4. In the event of a system displacement as a result of a reduction in force,**
40 **employees whose names appear on the Passenger Service Seniority List as of the**
41 **date of ratification of this Agreement, will not be prevented from displacing into**
42 **a position in Quebec as a result of this language requirement.**
43

1 **Article 9 - Reductions in Force and Recall**

2
3 **A. Station Workforce Realignment**

4
5 1. **Customer Service Leads, Ramp Service Leads, and PCSCs**

6
7 When a station reduction requires a realignment of the existing **Customer Service Lead, Ramp Service Lead or PCSC** workforce between duty assignments, affected employees will be permitted to bid, **within classification**, in **Seniority Date** order, **on** available duty assignments within the station where open station lead lines exist. If there are no open station lead lines within the station, affected employees will be permitted to bid, **within classification**, in **Seniority Date** order, **on** the lines of work occupied by the station's most **junior Customer Service Lead, Ramp Service Lead or PCSC**.

14
15 (a) If the affected employee is the most junior **Customer Service Lead** he will be covered by A.2 (if full-time) or A.3 (if part-time) below, and permitted to bid on open CSA lines.

18
19 (b) If the affected employee is the most junior **Ramp Service Lead** he will be covered by A.2 (if full-time) or A.3 (if part-time) below, and permitted to bid on open RSA lines.

22
23 (c) If the affected employee is the most junior **PCSC**, he will be covered by A.2 (if full-time) or A.3 (if part-time) below, and permitted to bid on open PCSR lines.

26
27 2. **Full-time CSAs, RSAs and PCSRs**

28
29 When a station reduction requires a realignment of the existing full-time agent workforce between duty assignments, affected employees will be permitted to bid, **within classification**, in **Seniority Date** order **on** available duty assignments within the station where open full-time agent lines exist. If there are no open full-time agent lines within the station, affected employees will be permitted to bid, **within classification**, in **Seniority Date** order, **on** the lines of work occupied by the station's most junior full-time employee.

36
37 3. **Part-time CSAs, RSAs and PCSRs**

38
39 When a station reduction requires a realignment of the existing part-time workforce between duty assignments, affected employees will be permitted to bid, **within classification**, in **Seniority Date** order, **on** available duty assignments within the station where open part-time lines exist. If there are no open part-time lines, employees will be permitted to bid, **within classification**, in **Seniority Date** order, **on** the lines of work occupied by the station's junior part-time **employee**.

1 **B. System Displacements**
2

3 1. Individuals to be furloughed or displaced shall be given at least fourteen (14) calendar
4 days' notice, or ten (10) days' pay in lieu thereof. However, such notice requirement
5 may be waived in cases of an act of God, war emergency, revocation of the company's
6 operating certificate, a grounding of company aircraft, or any strike or picketing.
7

8 2. Full-Time Employees
9

10 (a) After station realignment of manpower has been completed as outlined in
11 Paragraph A of this Article, the affected junior full-time employees in the location
12 based on **Seniority Date** who have completed their probationary periods will:
13

14 (1) be permitted to bid, in **Seniority Date** order, **within classification, on**
15 available full-time agent positions in other stations. If there are insufficient
16 available full-time positions, employees may displace, in **Seniority Date**
17 order, **within classification**, the most junior full-time employees on the
18 system; or
19

20 (2) be permitted to bid, in **Seniority Date** order, **within classification, on**
21 available part-time positions at the station. If there are insufficient available
22 part-time positions, employees will be permitted to bid, in **Seniority Date**
23 order, the lines of work occupied by the station's most junior part-time
24 agents; or
25

26 (3) accept furlough.
27

28 (b) Full-time employees may displace, **within classification**, part-time employees in
29 their station, as described in Paragraph B.2.(a).(2) above, only if they are senior to
30 the part-time employee.
31

32 (c) Displaced full-time employees who are awarded full-time positions at other sta-
33 tions and who refuse the award will be deemed to have resigned from the
34 company.
35

36 (d) Furloughed employees will be prohibited from submitting system transfers for a
37 period of one (1) year from the effective date of their furlough to any location
38 offered during the displacement process that was not listed on their displacement
39 bid. These employees are eligible to submit bids for system transfers for other
40 locations.
41

42 (e) Employees who have not completed their probationary period will be released.
43

44 (f) Displaced employees are immediately eligible to submit bids for any system or
45 in-station vacancy.
46

- 1 (g) **Any full-time employee affected by a reduction in force who displaces to a**
2 **full-time position in a different geographic location will be provided**
3 **relocation assistance in accordance with Company Policy. Relocation is not**
4 **provided to affected full-time employees displacing to part-time positions,**
5 **or to affected part-time employees. This provision does not apply to full-**
6 **time employees displaced by part-time employees in their location.**
7

8 3. Part-Time Employees
9

- 10 (a) A reduction in the part-time workforce within a location shall be in reverse order
11 of **Seniority Date**. Part-time employees who have completed their probationary
12 periods and are affected by a reduction-in-force (or displaced by an affected full-
13 time employee from the station) will:
14

15 (1) be permitted to bid, **within classification**, in **Seniority Date** order, for
16 available part-time positions in other stations; or
17

18 (2) be permitted to bid, **within classification**, in **Seniority Date** order, available
19 full-time positions at the station. If there are insufficient available full-time
20 positions, employees will be permitted to bid, in **Seniority Date** order, the
21 lines of work occupied by the station's most junior full-time agents; or
22

23 (3) accept furlough.
24

- 25 (b) Part-time employees may displace, **within classification**, full-time employees in
26 their station, as described in Paragraph B.3.(a).(2) above, only if they are senior
27 to the full-time employee.
28

- 29 (c) Displaced part-time employees who are awarded part-time positions at other
30 stations and who refuse the award will be deemed to have resigned from the
31 company.
32

- 33 (d) Furloughed employees will be prohibited from submitting system transfers for a
34 period of one (1) year from the effective date of their furlough to any location
35 offered during the displacement process that was not listed on their displacement
36 bid. These employees are eligible to submit bids for system transfers for other
37 locations.
38

- 39 (e) Displaced employees are immediately eligible to submit bids for any system or
40 in-station vacancy.
41

- 42 (f) Employees who have not completed their probationary period will be released.
43
44

45 4. Employees Qualified in More than One Classification
46

1 a. The Union and Company will agree to a list of employees who, prior to the
2 ratification of this agreement, are qualified in more than one classification
3 based on work described in Article 4 (Classifications) of this Agreement.

4 b. Following ratification of this Agreement, an employee may become qualified
5 in more than one classification if the employee is competitively selected
6 through the process set out in Article 8 (Filling of Vacancies) and in the case
7 of a Customer Service Lead, Ramp Service Lead, PCSC or PCSR position,
8 has passed the probationary period of 120 active workdays. The employee
9 must have successfully passed training and worked in the classification for a
10 minimum of three (3) months.

11 c. In the event an employee is qualified in more than one classification, he shall
12 be permitted to displace the most junior employee within the classifications
13 in which he is qualified, in accordance with the provisions of sections A and
14 B above provided the employee has not been demoted from the position.

15 C. Recall

- 16
- 17 1. Recalls of furloughed and displaced employees shall be, **within classification**, in
18 **Seniority Date** order.
- 19
- 20 2. Employees who are recalled from furlough shall be required to report for duty within
21 fifteen (15) days following the offer of recall.
- 22
- 23 3. Furloughed employees shall maintain recall for a period of **five (5)** years. Displaced
24 employees shall maintain all recall rights. Furloughed employees will be responsible to
25 provide their Station Directors/Managers with their current address and telephone
26 number. Displaced employees who resign from any position with the Company shall
27 forfeit all recall rights and shall have their names removed from the seniority roster.
- 28
- 29 4. Furloughed and displaced full-time employees shall have recall rights to both full-time
30 and part-time positions within **classification**, **at** the station from which they were
31 displaced.
- 32
- 33 (a) Furloughed and displaced full-time employees who refuse part-time recall shall
34 forfeit any further part-time recall, but shall not forfeit full-time recall.
- 35
- 36 (b) Displaced full-time employees who refuse full-time recall to the station from
37 which they were displaced will forfeit all recall rights to that station.
- 38
- 39 (c) Furloughed full-time employees who refuse full-time recall to the station from
40 which they were displaced shall be deemed to have resigned their positions from
41 the company and shall have their names removed from the seniority roster.
- 42

- 1 5. Displaced part-time employees who refuse part-time recall to the station from which
2 they were displaced shall forfeit any further recall to that station. Furloughed part-time
3 employees who refuse part-time recall to the station from which they were displaced
4 shall be deemed to have resigned their positions from the company and shall have their
5 names removed from the seniority roster.
6
7 6. Employee's furloughed/displaced from a location that is closing will be given the option
8 of selecting a new location for recall within the same classification. The new location is
9 chosen at the time the location closes and may only be changed if the employee is
10 affected in the same classification as a result of another location closing. Employees
11 from closed locations will be placed on the recall list for their new location, along with
12 employee's furloughed/displaced from the location, **within classification**, in seniority
13 order. These employees will also maintain all recall rights to the closed location.
14
15 7. Furloughed employees whose recall rights have expired shall be deemed to have
16 resigned their positions from the company and shall have their names removed from
17 the seniority roster.

1 **Article 10 - Furlough Benefits**

2
3 A. Furlough Allowance

4
5 1. Furlough allowance is paid to employees who are furloughed as a result of a
6 reduction-in-force and for no other reason. The Company shall not be liable for
7 furlough allowance where reductions-in-force are the result of an act of God, war
8 emergency, revocation of the Company's operating certificate, a grounding of
9 company aircraft, or any strike or picketing.

10
11 2. Full-time and part-time employees who have completed twenty-four (24)
12 consecutive months of service, will receive furlough allowance at the rate of one (1)
13 **weeks'** pay for each completed year of service, with a maximum allowance of
14 **fifteen (15)** weeks. A day of furlough allowance is computed on the basis of the
15 employee's regular hourly rate multiplied by the number of regular hours scheduled
16 at the time of furlough.

17
18 3. Furlough allowance is paid in successive pay periods immediately following the
19 effective date of the furlough until the employee has returned to work or the entitle-
20 ment is exhausted, whichever occurs first.

21
22 B. Furloughed employees will receive a lump sum payment for accrued, unused vacation days
23 **and accrued compensatory time.** This payment will be made at the later of the
24 employee's final paycheck or the employee's final furlough allowance payment. Vacation
25 days taken in advance of accrual will be deducted from the employee's final paycheck. Sick
26 bank days are not paid.

27
28 C. On-line travel benefits extend for one (1) year following the effective date of furlough.
29 Furloughed employees are not eligible for transportation on other airlines and companion
30 pass travel is not available during furlough.

31
32 D. Furloughed employees who have been returned to work and are again furloughed within a
33 one-year period will receive any unused furlough and benefits allowance remaining from the
34 previous furlough.

35
36 E. Medical/Dental and Life Insurance Benefits

37
38 1. Full-time: the Company will continue to pay the Company's portion of the cost of
39 applicable medical/dental and life insurance for a period of time equal to the sum of: (1)
40 duration of the furlough allowance, if any, and (2) ninety (90) days.

41
42 2. Part-time: the Company will continue to pay the Company's portion of the cost of
43 applicable medical/dental and life insurance for a period of time equal to the duration of
44 the furlough allowance, if any.

- 1 3. Furloughed employees are responsible to continue payment of the employee's portion of
2 the cost of applicable medical/dental and life insurance during the extension periods as
3 described in items E-1 and E-2 above.
4

5 **F. Voluntary Furlough**

6
7 **Eligibility**
8

- 9 1. Full-time and part-time employees are eligible to apply for voluntary furloughs when
10 there are employees currently possessing recall rights to the location, or during a
11 displacement process.
12
13 2. Voluntary furloughs awarded by the Company will be awarded in **Seniority Date**
14 order within the location. An employee requesting voluntary furlough will be advised
15 that the possibility of recall to their position depends on the availability of an open
16 position, their relative seniority, and the duration of their recall rights. **For greater**
17 **certainty, employees affected by a reduction in force are not eligible for**
18 **voluntary furlough.**
19

20 **Conditions**
21

- 22
23 3. Employees awarded a voluntary furlough will:
24
25 (a) be placed on furlough and will retain recall rights for a period of **five (5)** years to a **non-**
26 **premium** position (**premium positions are defined as Station Lead or PCSC**), at the
27 location from which they were furloughed;
28
29 (b) accrue **Seniority Date seniority** for a period of **five (5)** years from the effective date of
30 furlough;
31
32 (c) accrue **Pay Date Seniority** for a period of ninety (90) days from the effective date of
33 furlough;
34
35 (d) be eligible for system transfers. Employees who are awarded system transfers to other
36 locations will relinquish recall to the former location from which they took voluntary
37 furlough;
38
39 (e) be eligible to bid for positions posted through the **Internal Job Posting** system.
40 Employees on a voluntary furlough who are awarded **an Internal Job Posting** position
41 will relinquish recall rights to their former classification and location;
42
43 (f) not be entitled to any furlough allowance;
44

- 1 (g) not be eligible to submit a request for a voluntary furlough for a period of twelve (12)
2 months from the effective date of return to work from a previous voluntary furlough
3 status;
4
5 (h) receive payment for, or have applicable deduction for vacation;
6
7 (i) continue to be responsible for the employee's portion of applicable medical/dental and
8 life insurance premiums for a period of ninety (90) days. The Company will continue to
9 pay the Company's portion of the cost of the applicable medical/dental and life
10 insurance for a period of ninety (90) days;
11
12 (j) receive on-line travel benefits for a period of two (2) years following the effective date
13 of furlough for employees and eligible family members. These employees are not
14 eligible for travel benefits on other airlines and companion pass travel is not available
15 during furlough.
16

17 **Recall**
18

- 19 4. Employees on voluntary furloughs will be placed at the bottom of the appropriate
20 recall list for the location.
21
22 5. Employees may be recalled from a voluntary furlough if the needs of the company
23 dictate, in inverse order of seniority. Employees who refuse recall from voluntary
24 furlough will be deemed to have resigned from the Company and have their name
25 removed from the seniority roster.
26
27 6. Employees accepting recall to another location will relinquish recall rights to the
28 location from which they took voluntary furlough.

1 **Article 11 - Leaves of Absence**

2
3 **A.** Employees will be eligible for the following leaves of absences:

4
5 **Legislated leaves include:**

- 6
- 7 ▪ **Maternity**
- 8 ▪ **Maternity-related Reassignment and Leave**
- 9 ▪ **Parental (and/or paternity leave, if applicable)**
- 10 ▪ **Adoption**
- 11 ▪ **Sick Leave/ Injury on Duty**
- 12 ▪ **Compassionate Care**
- 13 ▪ **Critical Illness**
- 14 ▪ **Death or Disappearance**
- 15 ▪ **Reservist**
- 16 ▪ **Bereavement**
- 17

18 **Non-legislated leaves include:**

- 19
- 20 ▪ **Medical**
- 21 ▪ **Personal**
- 22 ▪ **Union**
- 23 ▪ **Jury Duty**
- 24 ▪ **Political**
- 25
- 26

27 **Legislated leaves will be in accordance with the provisions set out in the Canada**
28 **Labour Code (or in the case of paternity leave, the applicable provincial statute) and**
29 **administered in accordance with Company policy. In circumstances where Company**
30 **policy and the Canada Labour Code differ, the more favourable to the employee shall**
31 **apply. Non-legislated leaves will be administered in accordance with the collective**
32 **agreement.** The terms and conditions of the leave must be described in writing and
33 provided to the employee at the onset of the leave.
34

35 **B.** **Jury Duty:** Employees will be granted time away from work for jury duty, when such event
36 is documented by submission of a court notice. The employee will receive the difference
37 between his regular pay and the actual payment received for jury duty (excluding expense
38 reimbursement). Employees must provide proof of jury duty service and verification of the
39 amount of payment received to the Payroll Department immediately upon receipt of jury
40 duty payment.
41

42 Employees assigned to jury duty will not be required to report for work on any day that the
43 jury duty work requires more than two (2) hours. While serving on jury duty, should the
44 employee be released within two (2) hours of reporting for such duty, he will be required to
45 report for work to complete the remainder of his shift for the day.
46

1 Employees will remain on their normal shift and scheduled days off, except when jury duty
2 extends beyond five (5) calendar days. In these instances, scheduled days off will be reas-
3 signed to Saturday and Sunday for the duration of the jury duty.
4

5 **C. Union Leave:** An employee accepting full-time employment with the Union shall, during
6 such employment, be granted an indefinite unpaid leave of absence by the Company. Such
7 leave will not affect the seniority status of the employee and all employee benefits will
8 continue in effect during the leave including medical, dental, insurance, travel and pension.
9 **The employee shall provide ten (10) days' notice to the Company of his intention to**
10 **return to work following Union Leave.**

11
12 **D. Personal Leave:** An employee who has passed his probationary period, and is unable
13 to work due to compelling personal reasons may apply for a personal leave of absence,
14 by submitting a written request to the General Manager & Canadian HR Manager
15 outlining the need for such leave. A request for a personal leave of absence shall be
16 considered on its merits and balanced against the needs of the service, and will be
17 approved at the sole discretion of management.
18

19 **Approved leaves will be for a period of not more than ninety (90) days. Extensions will**
20 **be considered when accompanied by further written request supporting the need for**
21 **such an extension to maximum total period of one (1) year. Any employee who**
22 **remains on leave status in excess of one (1) year may be deemed to have resigned his**
23 **position, and removed from the seniority roster. However, the employee's specific**
24 **circumstances shall be considered in making this determination.**

25
26 **Employees who are granted a personal leave will remain on payroll until all available**
27 **vacation time for the year is exhausted. In the event the period of time required to be**
28 **off work exceeds the available vacation time, the balance of the approved leave will be**
29 **unpaid.**

30
31 **Health & Welfare benefits will continue while using paid vacation time and may be**
32 **continued for the unpaid portion of the leave by the employee paying for the premiums**
33 **to continue benefit coverage.**

34
35 **Vacation will continue to accrue for any paid portion of the leave while on paid**
36 **vacation time.**

37
38 **Travel privileges during a leave of absence will be applied in accordance with**
39 **Company policy.**

40
41 **E. Political Leave:** Any employee elected or appointed to a full-time governmental office (i.e.,
42 **Federal, Provincial, Municipal)** will be granted a political leave of absence not to exceed the
43 **term of office, or subsequent re-election or re-appointment. The application for a political**
44 **leave must be made in writing to the Company, with a copy to the Union. An employee**
45 **granted a political leave will retain and accrue seniority for the period of the leave,**
46 **however, no other Company benefits or privileges will be granted or accrued, nor will time**

1 **on political leave constitute continuous service for pension plan benefits. Employees**
2 **granted a political leave must give thirty (30) days' notice of intent to return.**
3

4 **F.** An employee on a leave of absence who engages in other employment or uses the time of
5 leave for purposes other than that for which it was granted without specific written consent
6 from the Company or does not provide management with current information as to their
7 status upon request or does not return upon completion of the approved leave, will be
8 deemed to have resigned and his name will be stricken from the seniority roster.
9

1 **Article 12 - Sick Leave**

2
3 A. Employees on active pay status for the majority of the month will accrue one (1) sick day
4 for month with a maximum annual accrual ten (10) days. There will be a maximum
5 accrual cap of one hundred seventy-five (175) days in an employee’s sick leave bank.
6 This article does not apply to employees on furlough status.

7
8 1. For full-time employees a sick day will be eight (8) hours of sick leave to be used
9 in accordance with Paragraph B below.

10
11 2. For part-time employees a sick day will be used in accordance with paragraph B
12 below.

13
14 B. Accrued sick leave is used to compensate employees for absences due to personal illness
15 or injury only (on or off the job).

16
17 1. Full-time employees use sick leave in increments of full hours.

18
19 2. Part-time employees using sick leave for absences will use the following chart
20 when converting pay hours to the number of days to be deducted from his sick
21 bank:

Number of pay hours	Number of days deducted
Less than 3 hours	0.5 day
3 to 6 hours	1.0 day
*More than 6 but less than 9 hours	1.5 days
*9 to less than 12 hours	2.0 days
*12 to less than 15 hours	2.5 days
*15 to less than 18 hours	3.0 days

22
23
24
25
26
27
28
29 * For use in calculating sick leave deductions where part-time employees have shift traded to use
30 more hours than their scheduled shift.

31
32
33 3. Notwithstanding Paragraph B.2 above, part-time employees with regularly
34 scheduled shifts of less than three (3) hours will have one (1) sick leave day
35 deducted from their sick leave bank when absent for their regularly scheduled
36 shift.

37
38 C. **New employees will be credited with 2.5 days (20 hours) of sick time after**
39 **completing ninety (90) active workdays.**

40
41 D. An employee reporting off work sick is required to notify his supervisor (or designee) of
42 the unscheduled absence as far in advance as possible, but no later than one hour prior to
43 their shift start time. Employees will not be compensated when unscheduled absences are
44 not reported within the established timeframes.

45
46 E. The Company reserves the right to require a **medical certificate (doctor’s note)** for any
47 illness/injury absence. When a medical certificate is required, the employee must submit

1 the **medical** certificate to the Company within fourteen (14) calendar days from the date
2 employee was notified of the **medical** certificate (**doctor's note**) requirement. In the
3 event that requested medical documentation is not supplied, or such documentation is
4 incomplete or does not substantiate the employee's illness or injury, the absence will be
5 unpaid and will be considered abuse of sick leave and the employee may be subject to
6 discipline up to and including termination.
7

- 8 F. Employees who have exhausted sick leave accruals, **may** be placed on medical leave of
9 absence. **An employee unable to work due to personal illness or injury or physical**
10 **disability may apply for a medical leave of absence, using the Company specified form.**
11 **Such application must be accompanied by a physician's certification (doctor's note) of**
12 **the condition, physical limitations, prognosis for recovery and the length of time the**
13 **employee will be out of work.**
14

15 **Approved leaves will be for a period of not more than ninety (90) days. Extensions of**
16 **ninety (90) day increments will be considered when accompanied by the required**
17 **documentation. Any employee who remains on leave status in excess of three (3) years**
18 **shall be deemed to have resigned his position, and shall be removed from the seniority**
19 **roster.**
20

- 21 G. Full-time employees transferring to part-time, or displaced to part-time, will have their
22 sick leave converted to part-time days by doubling the balance on the effective date of the
23 transfer. Should this result in an employee having more than one hundred seventy-five
24 (175) days (1400 hours) in their sick leave bank, such employee will maintain the higher
25 amount and will not accrue sick leave days until such time that the employee's available
26 sick leave bank is reduced below the one hundred seventy five (175) day (1400 hour)
27 maximum cap. Part-time employees transferring to full-time, or recalled to full-time, will
28 have their sick leave converted to full-time days by multiplying the balance by one-half
29 (1/2) on the effective date of the transfer.
30

- 31 H. **An employee who has attained the age of at least fifty-five (55) and has completed a**
32 **minimum of five (5) years of active service will be paid, upon his retirement, twenty-**
33 **five dollars (\$25CAD) per eight (8) hour day equivalent of accrued banked sick**
34 **leave, for a maximum payout of \$4,375.00.**

1 **Article 13 - Holidays**

2
3 A. The following days are designated paid holidays:

- 4
- 5 New Year's Day
- 6 Good Friday
- 7 Victoria Day
- 8 Canada Day
- 9 Labour Day
- 10 Thanksgiving Day
- 11 Remembrance Day
- 12 Christmas Day
- 13 Boxing Day
- 14 Personal Choice Holiday
- 15

16 Should the Government declare another statutory holiday, then that day will be observed in
17 lieu of the Personal Choice Holiday.

18
19 The following holidays will be observed on the actual holiday: New Year's Day, Canada
20 Day, Remembrance Day, Christmas Day and Boxing Day. Other holidays listed above will
21 be observed on the date established by the government.
22

23 B. When a full employee complement at any location is not required on a holiday, the day off
24 will be offered on a **Seniority Date** basis within the classification and duty assignment.
25 Based on the needs of service, the Company may consider individual shift starting and/or
26 ending times as a determining factor in offering the Holiday off. Requests for the day off
27 must be received at least fourteen (14) but not more than thirty (30) calendar days prior to
28 the holiday and will be awarded a minimum of seven (7) days prior to the holiday.
29 Additional days that become available less than seven days prior to the holiday will continue
30 to be awarded in seniority order based on the original requests. Where all original requests
31 properly submitted as described above have been awarded, additional Holidays off may be
32 offered based on earliest request time.
33

34 C. In 1999, each employee covered by this agreement will select either Holiday Option I or
35 Holiday Option II as defined below, and each employee's selection shall remain in effect
36 for the duration of the first agreement reached between the Company and the Union
37 representing Canadian employees.

38 New employees will be on Holiday Option I for the remainder of their first calendar year.
39 New employees will select a permanent holiday option within the first thirty (30) days of
40 employment which will remain in effect for the duration of the agreement.

41 1. Holiday Option I.

42
43 Each employee will receive holiday pay for holidays at his regular rate of pay,
44 excluding shift premiums. Holiday pay is applicable as follows:
45

- 1 a. For full-time employees holiday pay will be equal to eight (8) hours of pay.
- 2
- 3 b. For part-time employees scheduled to work, holiday pay will be equal to the
- 4 number of paid hours the employee was scheduled to work. For part-time
- 5 employees not scheduled to work, holiday pay will be equal to the daily
- 6 average of regularly scheduled paid hours for the week.
- 7
- 8 c. Employees will receive time and one-half (1 ½) for regularly scheduled
- 9 hours worked on a holiday.
- 10
- 11 d. All overtime hours worked on a holiday that qualify for overtime premium
- 12 will be paid at the double time rate.
- 13
- 14 e. If a holiday falls within an employee's vacation period, he will receive
- 15 holiday pay or, with thirty (30) days written notice to the Company, he may
- 16 extend his vacation by the applicable number of holiday(s) in lieu of holiday
- 17 pay.
- 18

19 2. Holiday Option II.

20
21 Each employee will accrue a holiday vacation day provided the employee is on
22 active pay status for fifteen (15) calendar days immediately preceding the holiday.
23 This provision will be applied as follows:

- 24
- 25 a. Holiday vacation days will be bid in advance, in full week increments, after
- 26 all regular vacation bidding has been completed.
- 27
- 28 b. A full-time Holiday vacation day is equal to eight hours.
- 29
- 30 c. A part-time Holiday vacation day is equal to the daily average of the
- 31 employee's regularly scheduled paid hours for the week in which the holiday
- 32 vacation is taken.
- 33

34 D. Employees on Option I are only permitted to shift trade with other employees on Option I and
35 employees on Option II are only permitted to shift trade with other employees on Option II on
36 any of the recognized Holidays listed in Paragraph A.

1 **Article 14 – Vacations**

2
3 A. During the first calendar year of service, an employee earns one (1) vacation day for each
4 full calendar month of employment, up to a maximum of ten (10) vacation days. In the
5 first month of hire, credit will be given if hired on or before the fifteenth (15th) of that
6 month. **Paid vacation accrues for full months of active duty in a calendar year for**
7 **use in the following calendar year. Employees must be employed for one year with**
8 **at least six (6) months of equivalent full-time service to be eligible for their first**
9 **vacation.**

10
11 B. Effective **the date of ratification**, following the employee’s first calendar year of
12 service, the number of vacation days earned each year increases as the employee begins
13 the following years of service:
14
15

When Employee Begins Their	Monthly Accrual	Maximum Yearly Accrual
Less than 5 years of service	1.0 days	10 days
5-10 years of service	1.5 days	15 days
10-17 years of service	2.0 days	20 days
17+ years of service	2.5 days	25 days

16
17
18 C. To be eligible for vacation accrual for the month, an employee must be on active pay
19 status for the majority of days in the calendar month.
20

21 D. Employees will record their regular rate of pay, excluding shift premiums for vacation taken
22 during the year:
23

- 24 1. For full-time employees a vacation day will be equal to eight (8) hours of pay.
- 25 2. For part-time employees, the vacation day will be equal to the number of the
26 employee’s paid hours for which the employee was scheduled to work.
- 27 3. For part-time open-time employees vacation pay for each vacation day during the
28 vacation period will be equal to the daily average of the paid hours scheduled the
29 previous week.
30
31
32

33 E. Vacations for full-time and part-time employees may be bid together or separately and
34 vacations for ramp service and passenger service duty assignments may be bid separately.
35 Vacations will be awarded **based on Seniority Date**. The number of employees from each
36 classification/duty assignment permitted off at any time may be restricted based on the
37 needs of service.
38

1 F. Vacations will be bid for the full calendar year and must be posted and bid by December
 2 15th of the prior year. Vacations will be posted with all weeks beginning on Mondays and
 3 will be bid on a single round basis. After all full weeks of accrued vacation have been
 4 bid, a second round of bidding will be conducted for those employees that have chosen
 5 Holiday Option II to bid their two (2) additional weeks of holiday vacation days.
 6

7 G. Awarded vacations periods will be scheduled consecutive with the employee’s regularly
 8 scheduled days off. These vacation periods will be assigned before or after the scheduled
 9 days off, so that the majority of the vacation days fall during the week that was awarded in
 10 accordance with the chart below.
 11

12 X denotes scheduled days off
 13 V denotes vacation days
 14

Work Week Prior to Vacation Week				VACATION WEEK AWARDED							Work Week Following Vacation Week			
Thu	Fri	Sat	Sun	Mo n	Tue	We d	Thu	Fri	Sat	Sun	Mo n	Tue	We d	Thu
X	X	V	V	V	V	V	X	X						
	X	X	V	V	V	V	V	X	X					
		X	X	V	V	V	V	V	X	X				
			X	X	V	V	V	V	V	X	X			
				X	X	V	V	V	V	V	X	X		
					X	X	V	V	V	V	V	X	X	
						X	X	V	V	V	V	V	X	X

15
 16
 17 Scheduled days off for an open-time employee while on an awarded vacation period will be
 18 same days off as in the previous week. Opentime employees may have less than two (2)
 19 scheduled days off in a workweek as a result of this provision. However, the Company will
 20 ensure that each opentime employee will be scheduled for four (4) scheduled days off in a
 21 two-week pay period.
 22

23 H. **Unused vacation may not be carried over into the following year or paid out, unless**
 24 **the employee’s vacation was cancelled due to operational necessity and approved by**
 25 **the employee’s manager. If an employee terminates before accrued vacation is used,**
 26 **the employee will be paid out all unused accrued vacation on termination in**
 27 **accordance with statutory requirements.**
 28

29 I. Trading of vacation periods between employees is not permitted. Canceling a vacation
 30 period when not simultaneously awarded another vacation period is not permitted.
 31

32 J. Agents transferring to a different station or different vacation bid area or part-time
 33 employees awarded permanent full-time vacancies or full-time employees awarded part-
 34 time vacancies shall be allowed to reschedule their vacation period(s) to available vacation
 35 weeks if their previous bid vacation periods are not available. If sufficient vacation weeks
 36 are not available, the Company will designate additional vacation weeks sufficient to
 37 accommodate the employee’s remaining vacation weeks.

- 1
2 K. Upon an employee's termination or retirement from the Company, unused accrued
3 vacation will be paid at the employee's current rate of pay.
4
5 L. Employees who fail to bid by proxy or in person (where permitted) will be bypassed.
6 Bypassed employees who report late for bidding will be permitted to select from any
7 remaining open vacation weeks at the time they report for bidding. Bypassed employees
8 who fail to report for bidding during the bid process will be assigned vacation weeks
9 from the remaining open vacation weeks. Employees assigned vacation will be given at
10 least two weeks' notice of the vacation assignment.
11
12 M. Employees that have a negative vacation balance at the end of the year or upon their
13 resignation or retirement, will be required to repay the days through payroll deduction.
14
15

1 **Article 15 – Probation**

2
3 A. An employee shall be on probation for the first one-hundred-twenty (120) active workdays.

4
5 B. During probation, the employees work schedule will be set by the Company.

6
7 C. The Company has no responsibility to re-employ any employee separated for any reason
8 during the probationary period. Probationary employees separated from the company lose
9 all accrued seniority.

10
11 D. Probationary employees are not eligible for vacation or sick leave credit or accrual until
12 completion of ninety (90) workdays of service, at which time vacation and sick leave
13 accrual will be retroactive.

14 .

1 **Article 16 – Uniforms**

2
3 Employees are required to wear a uniform while on duty in compliance with Company uniform
4 dress code standards.

5
6 A. Employees are required to purchase the initial basic uniform issues **including outerwear**
7 **according to Company policy.**

8
9 B. Payroll deductions in the amount of \$15.00CAD per pay period for full-time employees, and
10 \$7.50CAD per pay period for part-time employees, will be made for purchase of basic issue
11 uniform items.

12
13 C. **Employees who have completed their probationary period will receive a uniform**
14 **credit of two hundred dollars (\$200.00USD) on January 15th of each year, which is**
15 **to be used exclusively with approved Company vendors. The amount of the**
16 **uniform credit shall increase to two hundred and twenty dollars (\$220.00USD) on**
17 **the first January 15th occurring more than twenty-four (24) months after the**
18 **effective date of this Agreement. Employees shall be permitted to roll-over their**
19 **unused uniform credit from year to year up to a maximum balance of four hundred**
20 **and forty dollars (\$440.00USD). Employees will not be paid out for any remaining**
21 **uniform credit under any circumstances.**

22
23 D. Employees may purchase uniform pieces in addition to the required basic issue at their own
24 expense at any time.

25
26 E. Uniform pieces, which are damaged beyond repair by aircraft fluids, cargo, cargo bins, etc.,
27 will be replaced with the Company paying the full cost of replacement.

28
29 Employees who lose uniform pieces or damage uniform pieces as a result of improper
30 care/maintenance or cleaning or as a result of not wearing protective clothing will be
31 responsible to pay for replacement pieces.

32
33 **The Company will reimburse the employee for reasonable and approved alterations,**
34 **such as hemming, shortening of sleeves, taking in the waist etc. Alterations cannot**
35 **change the design of the uniform.**

36
37 F. Uniform account balances for employees who are furloughed will be frozen. Payroll
38 deductions will resume when the employee is recalled to active service.

39
40 G. Employees who terminate or resign are required to pay the outstanding uniform account
41 balance to the Company.

42
43 H. The Company will determine the required basic uniform items.

44
45 I. Optional uniform pieces may be purchased by employees. Payment for optional uniform
46 pieces will be a one-time lump sum payroll deduction.

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J. Protective clothing will be provided by the Company as follows:

1. **With the exception of employees entering the bargaining unit after ratification of this Agreement, a winter coat/parka (or an all-weather coat, in the case of PCSRs and PCSCs) will be provided to each employee at the Company's expense. A winter coat/parka will be replaced for each employee every five (5) years, at the employee's request.**
2. Rain gear is provided to employees assigned to the ramp
3. Ear protectors are provided to and must be worn by employees assigned to positions exposed to aircraft noise
4. Kneepads are provided to employees assigned to the ramp in an aircraft loading/unloading capacity.
5. Articles of protective clothing damaged by aircraft fluids, cargo, cargo bins, etc., will be replaced by the Company. Articles of protective clothing lost or damaged by the employee will be replaced by the employee
6. Employees transferring outside the bargaining unit or who terminate or resign are required to return all articles of protective clothing to the Company.

K. The Company reserves the right to utilize vendor-provided uniforms and laundering. In the event the company adopts a vendor uniform system sections A and F will no longer be applicable.

1 **Article 17 - Shift Premium**
2

3 A. Shift premium is based on the scheduled starting time, as follows:
4

5 1. Shift 1: Employees scheduled to report to work at or after **0600**, but before 1200,
6 are on Shift 1. There is no shift premium paid for work beginning at or after **0600**,
7 but before 1200.
8

9 2. Shift 2: Employees scheduled to report to work at or after 1200, but before 1800,
10 are on Shift 2, and are paid Shift 2 rates for the entire shift. The Shift 2 rate is 58
11 cents per hour.
12

13 3. Shift 3: Employees scheduled to report to work at or after 1800, but before **0600**,
14 are on Shift 3, and are paid Shift 3 rates for the entire shift. The Shift 3 rate is 68
15 cents per hour.
16

17
18 B. Employees working overtime on a scheduled workday continuous with the regular shift are
19 paid shift premium for the overtime period based on the starting time of the scheduled shift.
20 The shift premium for employees who work overtime not continuous with the regular shift
21 will be based on the starting time of the overtime shift.
22

23 C. Employees who shift trade to work are paid the applicable shift premium. The employee
24 who shift traded off is not paid shift premium.
25

26 D. Shift premiums are paid only for hours worked as defined above.

1 **Article 18 - Grievance Procedure**

2
3 **A. Union Representatives**

4
5 The Union will be represented by properly designated **Unit President or designate** in each
6 station. **Unit President or designee** shall be allowed reasonable time required for
7 authorized Union business during working hours, consistent with the needs of the service
8 and shall be compensated for such time at their straight time rate. "Authorized Union
9 business" is that relating to the investigation of grievances, disciplinary action, hearings, and
10 grievance meetings with officials of the Company. In the conduct of such authorized Union
11 business, the **Unit President or designee** shall notify his **manager** of his desire to leave
12 his work place, the reason therefore, and shall notify his **manager** of his return. When it is
13 necessary for a **Unit President or designee** to enter a department other than his own, he
14 shall report immediately to the **manager** of that department stating the nature of his
15 business.

16
17 It is understood that officials of either party having responsibilities under this procedure may
18 delegate those responsibilities to another authorized representative.

19
20 The Local President, or other accredited representatives of the Union shall be permitted at
21 any time to enter departments or facilities of the Company for the purpose of investigating
22 grievances and disputes after contacting the Company representatives in charge and advising
23 the purpose of their visit.

24
25 **B. Grievance Steps**

26
27 The procedure for the presentation and adjustment of disputes or grievances that may arise
28 will be as follows:

29
30 **Oral Step**

31
32 Any employee or group of employees who believe that any provision of this Agreement has
33 not been properly applied or interpreted, may orally present the grievance to their immediate
34 manager within five (5) days of the occurrence that leads to the grievance. The manager
35 shall give an oral decision to the employee(s) within twenty-four (24) hours of the discus-
36 sion. Employees may be accompanied by an accredited representative of the Union at this
37 step. Oral step decisions are non-precedential.

38
39 **Step 1**

40
41 If the employee is not satisfied with the verbal decision of the employee's immediate
42 manager, the matter, through the union's grievance representative, must be reduced to
43 writing on a standard grievance form and given to his **General Manager** within five (5)
44 days of the verbal decision. The **General Manager** will render a decision in writing to the
45 employee within fifteen (15) days of receipt of the grievance, and a copy of the decision will

1 be provided to the accredited representative of the Union. Step 1 decisions are non-
2 precedential.

3
4 **Step 2**

5
6 If no satisfactory adjustment is reached in the previous Step, the grievance may be appealed
7 with or through the union's grievance representative within fifteen (15) days of the receipt
8 of the Step 1 decision to the Customer Service Director. The Customer Service Director
9 may, at his discretion, establish hearing dates to assist in the timely resolution of such
10 grievances. The Customer Service Director will render a decision in writing within fifteen
11 (15) days of receipt of the appeal, giving the reason(s) for their decision. Where hearings are
12 held, **the Customer Service Director will render a decision in writing within fifteen (15)**
13 **days of the date of the hearing giving the reason(s) for their decision.**

14
15 **Step 3**

16
17 If no satisfactory adjustment is reached in the previous step, the decision may be appealed to
18 Arbitration by presenting it through the Local President, or his designee. The written appeal
19 must be submitted by the Local President, or his designee to the Vice President - Labor
20 Relations, or his designee, within thirty (30) days of the receipt of the Step 2 decision.

21
22 Prior to a grievance being referred to arbitration, by mutual agreement, the parties may
23 request the assistance of the Federal Mediation Conciliation Services in order to find a
24 resolution suitable for both parties.

25
26 In addition, the parties may, by mutual agreement, explore the possibility of using an
27 expedited arbitration.

28
29 **C. Issuance of Discipline**

30
31 No employee who has successfully completed his probationary period will be disciplined to
32 the extent of loss of pay or discharge without being advised in writing of the reason(s)
33 therefore.

34
35 **D. Disciplinary Grievances Other Than Discharge**

36
37 In cases of discipline other than discharge, the non-probationary employee may request a
38 hearing at the Step 1 level. The request for a hearing must be submitted with the written
39 grievance.

40
41 The hearing will be scheduled within fifteen (15) days of the **General** Manager's receipt of
42 the grievance. The **General** Manager will render a decision in writing to the employee
43 within fifteen (15) days of the hearing, and a copy of the decision will be provided to the
44 accredited representative of the Union, and thereafter Steps 2 and above shall apply. Step 1
45 decisions are non-precedential. The time frame described in this paragraph is an exception to
46 the normal time frames within Step 1.

1
2 **E. Discharge Grievances**
3

4 In cases of discharge, the affected non-probationary employee through the Union's
5 grievance representative, shall file his initial grievance with the Customer Service Director
6 within seven (7) days of the discharge. The Customer Service Director shall schedule a
7 hearing on the discharge grievance within ten (10) days of the filing of the grievance. The
8 written decision of the Customer Service Director shall be issued within ten (10) days of the
9 hearing, and thereafter Step 3 shall apply.
10

11 **F. Remedy**
12

13 The hearing officer of any suspension or discharge shall have the authority to grant relief
14 including back pay, seniority and record correction appropriate to cases where it is decided
15 to reduce or eliminate disciplinary penalties determined to be unwarranted under the
16 standard of just cause.
17

18 **G. Time Limits**
19

- 20 1. The time limits set forth in this article may only be waived by mutual, written
21 agreement of the parties.
22
23 2. Failure of the Company to answer grievances within the prescribed time limits at
24 any step automatically moves such grievances to the next level of the grievance
25 procedure.
26
27 3. Failure of the employee or his Union representatives to comply with any of the
28 prescribed time limits will withdraw any such grievances from further consideration.
29

30 **H. Hearings**
31

32 All hearings and investigations will be conducted during regular day shift working hours,
33 and Committee members and necessary employee witnesses shall receive only straight time
34 rate while handling grievances or attending investigations.
35

36 The Company official to whom a grievance appeal is submitted under this section may
37 designate another member of management as hearing officer as necessary.
38

39 **I. Union Activity**
40

41 No employee selected as **Unit President, designee** or officer of the Union will be
42 discriminated against for lawful activity on behalf of the Union.

1 **Article 19 – Arbitration**

2
3 A. When a grievance is referred to arbitration, the following procedure shall apply:

- 4
5 1. The party referring the grievance to arbitration shall notify the other party within
6 **thirty (30)** calendar days, after the date of the **Step 2 or Discharge Grievance**
7 decision, that it intends to refer the matter to arbitration.
8
9 2. Within **thirty (30)** calendar days after issuance of such notice, the parties will confer
10 in an attempt to reach agreement on the selection of an arbitrator.
11
12 3. In the event the parties fail to agree on the choice of an arbitrator, the parties shall
13 apply to the Minister of Labour to appoint an arbitrator in the dispute.
14

15 B. The arbitrator is to be governed by the following provisions:

- 16
17 1. The arbitrator shall have jurisdiction over disputes between the parties to, and any
18 employee covered by the Agreement arising out of grievances concerning
19 discipline/discharge actions, the interpretation, application, administration or alleged
20 violation of the provisions of this Agreement.
21
22 2. The arbitrator shall hear and determine the subject of the grievance and shall issue a
23 decision which is final and binding but the decision shall not have retroactive effect
24 prior to the date of the occurrence on which the grievance is based upon the parties
25 and upon any employee or employer affected by it.
26
27 3. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable
28 and in reaching his decision shall be bound by the terms and provisions of this
29 Agreement.
30
31 4. The arbitrator shall not have the power to alter or amend any of the provisions of this
32 agreement.
33
34 5. The parties and the arbitrator shall have access to the employer’s premises to view
35 working conditions, machinery or operations which may be relevant to the resolution
36 of a grievance.
37
38 6. Each of the parties shall pay one-half of the remuneration and expenses of the
39 arbitrator, including the expenses of a court reporter if mutually required and any
40 other reasonable arbitration expenses as mutually agreed to.
41

42 C. Each of the parties shall assume the compensation, travel expenses and other expenses of
43 the witnesses called or summoned by it. Required leaves of absence shall be granted to
44 employees whose attendance is required at arbitration hearings.

1 **Article 20 – Insurance**

2
3 A. Active employees covered by this Agreement may elect to participate in the Company's
4 Extended Health Insurance Program.

5
6 **Effective January 1, 2017, all represented employees covered by this Agreement will be**
7 **provided with the group insurance benefit provisions provided to legacy American**
8 **Airlines with the exception of short-term disability coverage, which will be**
9 **discontinued for all employees.**

10
11 **In consultation with the Union, the Company may undertake a periodic review of**
12 **coverage.**

13
14 **The level of coverage provided will be the same for both full and part-time employees.**

15
16 **Continuation of employer paid coverage during legislated leaves of absence will**
17 **continue for the duration of the leave. Employee paid mandatory coverage (long term**
18 **disability and emergency travel assistance) as well as optional coverage will be**
19 **continued for the duration of the leave with employees being given the option to either**
20 **pay the premiums upon return to work or pre-payment at the start of the leave.**

21
22 **Furlough benefits afforded to employees who have been furloughed will be in**
23 **accordance with Article 10.**

24
25
26 B. **Retiree Medical Coverage**

27
28 **Retiree medical coverage will be continued for employees who are currently eligible,**
29 **and who retire prior to January 1, 2018. Any employee who retires after January 1,**
30 **2018 will not be eligible for retiree medical coverage.**

31
32 **In order to be eligible for retiree medical coverage, employees who retire prior to**
33 **January 1, 2018 must have attained the age of at least fifty-five (55) and have**
34 **completed a minimum of five (5) years of service prior to their last paid day of**
35 **employment. Retiree medical coverage will be continued at current or comparable**
36 **levels in place at the time of ratification of this agreement.**

37
38 **Employees who have retired prior to the date of implementation of this agreement and**
39 **have met the eligibility defined above for retiree medical coverage may continue under**
40 **the plan, or a comparable plan, in effect at their retirement.**

1 **Article 21 – Pension**
2

3 A. **Current** covered full-time and part-time **legacy U.S. Airways** employees **will remain**
4 eligible to participate in the Retirement Plan for Canadian Employees of US Airways, Inc.
5 **(the “DB Pension Plan”)**, as provided for in the **Plan Document** (as filed with Canada
6 Revenue Agency and the Office of the Superintendent of Financial Institutions, subject to
7 any changes that are required by these regulatory bodies to maintain registration) **until**
8 **December 31, 2017.**
9

10 **The DB Pension Plan shall be frozen, meaning that employees will no longer accrue**
11 **salary or seniority credit towards the DB Pension Plan as of January 1, 2018. At such**
12 **time, covered full-time and part-time legacy US Airways employees will become**
13 **eligible to participate in the American Airlines Canadian Pension Plan, a defined**
14 **contribution pension plan currently available to legacy American Airlines employees**
15 **(the “DC Pension Plan”).**
16

17 B. For employees who terminate, retire or die on January 1, 2011 or later, the plan will be
18 amended to provide for 2% of final average earning for all years of credited service in
19 excess of twenty-five (25) years up to a maximum of thirty-five (35) years of credited
20 service, **until such time as the DB Pension Plan is frozen.**
21

22 C. The Company retains the right to amend **both** plans over the course of the collective
23 agreement as required to comply with **Canadian** legislative requirements.

1 **Article 22 - Safety and Health**

2
3 A. The Company hereby agrees to maintain safe, sanitary and healthful conditions in all
4 facilities

5
6 B. The Company, Union and employees will cooperate towards a prevention of work related
7 accidents.

8
9 Both the Union and the Company shall encourage employees to utilize the Safety
10 Committee for all unresolved safety related matters.

11
12 Both the Union and the Company shall cooperate in seeking resolutions to help reduce the
13 accident frequency and severity rates.

14
15 C. Employees injured while at work shall be given medical attention at the earliest possible
16 moment, and employees shall be permitted to return to work without signing any release of
17 liability pending the disposition of settlement of any claims for damage or compensation.
18 Such injured employees who are able to work will be allowed to obtain medical attention
19 without loss of time. It is the responsibility of the injured employee to report an injury to his
20 immediate supervisor during the work period in which the injury occurred, if physically
21 possible.

22
23 D. The Company will provide noise abatement ear protection to employees who work in areas
24 where they are required.

25
26 E. The Company will provide reasonable time off with no loss of pay for a designated Health
27 and Safety representative at each location to become health and safety certified.

1 **Article 23 - Training, Travel Pay and Meal Per Diem**
2

3 A. Employees are required to attend and successfully complete training programs sponsored by
4 the company.
5

6 B. The following provisions will apply to employees who fail to successfully complete
7 Customer Service training programs required by the Company:
8

9 1. If the training was required as a result of a voluntary transfer, the employee will be
10 returned to his original station and duty assignment and will be assigned a schedule.
11

12 2. If the training was required as a result of an involuntary displacement, the employee
13 may file an internal station or system preferential transfer bid for transfer to any
14 other duty assignment within Customer Service. In the event the employee is unable
15 to successfully transfer under these provisions, he will be placed on furlough status.
16

17 C. Employees who do not successfully complete training will be prohibited from transferring to
18 any vacancy requiring the same training curriculum for a period of one (1) year following
19 the employee's return date.
20

21 D. The Company may schedule employees to attend training programs during their normal
22 shift when it is operationally possible.
23

24 E. The Company may reassign employees to different shifts and days off when required to
25 attend training when a minimum of five (5) days' notice is provided.
26

27 F. Compensation for Training
28

29 1. Full-time employees required to attend training on a scheduled workday will receive
30 pay for the actual classroom hours, plus any hours worked excluding an unpaid meal
31 period. Where actual classroom hours, plus hours worked excluding an unpaid meal
32 period, exceed eight (8) hours, employees will be compensated at the applicable rate.
33

34 2. Full-time employees attending training on a scheduled day off will be paid the
35 number of actual classroom hours, excluding an unpaid meal period, at the
36 applicable rate.
37

38 3. Part-time employees attending training on a scheduled workday or a scheduled day
39 off will be paid the number of actual classroom hours, excluding an unpaid meal
40 period, at the applicable rate.
41

42 G. Employees required to attend training away from the geographic location of their station are
43 compensated for travel time as outlined below. Travel time includes all scheduled flight
44 time; all required scheduled connecting time; and required waiting time from the conclusion
45 of training, excluding overnights. **Employees are expected to take the first available
46 and reasonable return flight.**

- 1 1. Full-time employees traveling to and/or attending training away from the geographic
2 location of their station on a scheduled workday will be compensated for a minimum
3 of eight (8) hours at the straight time rates for the day. If the travel time plus actual
4 classroom time plus any hours worked (excluding an unpaid meal period) exceeds
5 eight (8) hours, travel time will be compensated at **time and a half (1 ½)** rates.
6
- 7 2. Part-time employees traveling to and/or attending training away from the geographic
8 location of their station on a scheduled workday will be compensated for the
9 minimum hours they were scheduled for that day at the straight time rates. If the
10 travel time plus actual classroom time plus any hours worked (excluding an unpaid
11 meal period) exceeds the employees' regularly scheduled hours **up to eight (8)**
12 **hours in a day**, they will be compensated at the straight time rates. **If the travel**
13 **time plus actual classroom time plus any hours worked (excluding an unpaid**
14 **meal period) exceeds eight (8) hours, travel time will be compensated at time**
15 **and a half (1 ½) rates.**
16
- 17 3. Employees required to travel on a scheduled day off will be compensated for travel
18 time at the applicable rate.
19

20 H. Meal Per Diem Payments

21
22 When meals are not provided by the Company, per diem payments for meal expenses are
23 provided to employees required to attend training away from the geographic location of their
24 station as outlined in this article.
25

26 Meal per diem payments for training are as follows in **CAD** dollars:
27

28 1. Breakfast - **\$10.00**
29

30 Breakfast per diem is provided only on those days when employees are required to
31 overnight the day prior to the training session.
32

33 2. Lunch - **\$15.00**
34

35 3. Dinner - **\$30.00**
36

37 Dinner per diem is provided when an overnight stay is required and the employee's
38 flight to the training/meeting site departs prior to 6:00 p.m., or whose flight departs
39 from the training/meeting site at the conclusion of the training session after 6:00
40 p.m.
41

42 D. Lodging

43
44 **Employees required to stay away from home overnight for Company training or**
45 **meetings will be provided single room accommodations.**
46

1 **Article 24 - Part-time Employees**
2

3 Permanent part-time employees may be employed by the Company based on needs of service as
4 determined by the Company, except that the number of part-time employees will not exceed
5 **forty-five (45)** percent of the total Customer Service work force calculated on a system-wide
6 basis in Canada.
7

8 **The Company agrees to transition to the forty-five (45) percent part-time maximum, and**
9 **the part-time work rules in Article 5, no later than 12 months from ratification of this**
10 **Agreement.**

11
12 The Company will not regularly schedule part-time employees within the same duty assignment
13 back-to-back where the work requirement can be covered by a single full time employee.

1 **Article 25 - Dues Check-Off**

- 2
- 3 A. All employees covered by this Agreement shall as a condition of continued employment
4 shall authorize the Company to deduct from the first paycheck of each month an amount
5 equal to the monthly Union dues and initiation fees of the Union, subject to the
6 conditions set forth herein.
7
- 8 B. The amount to be deducted, hereinafter referred to as “check-off deduction”, shall be
9 equivalent to the regular dues payment and initiation fee of the Union uniformly required
10 of all members and shall not include fines. The amount to be deducted shall not be
11 changed during the term of Agreement, except to conform with a change in the amount of
12 regular dues of the Union uniformly required of all members in accordance with its
13 constitutional provisions and bylaws.
14
- 15 C. Membership in the Union shall be available to any employee eligible under the
16 constitution and bylaws of the Union on payment of the initiation or reinstatement fees
17 uniformly require of all other such applicants by the Union. **This payment may be**
18 **waived by the Union.**
19
- 20 D. Deductions shall commence on the payroll for the first day of the calendar month
21 following assignment to a position covered by this Agreement.
22
- 23 E. If the wages of an employee payable on the payroll for the first pay period of any month
24 are insufficient to permit the full check-off deduction, no such deduction shall be made
25 from the wages of such employee by the Company in such month. The Company shall
26 not, because the employee did not have sufficient wages payable to him on the designated
27 payroll, carry forward and deduct from any subsequent wages the deductions not made in
28 an earlier month.
29
- 30 F. Check-off deductions shall be made only from the first paycheck each month, provided
31 there is a balance in the paycheck sufficient to cover the amount after all other deductions
32 authorized by the employee or required by law have been made. In the event of
33 termination of employment, there shall be no obligation on the Company to collect
34 check-off deductions until all such other deductions (including money claims of the
35 Company and Credit Union) have been made, and such obligation to collect check-off
36 deductions shall not extend beyond the pay period in which the employee’s last day of
37 work occurs.
38
- 39 G. The Company will remit to the Union representative who will be designated by the **USW**
40 **Local 1976 President** one check in payment of all check-off deductions collected as
41 soon after the payday on which deductions were made as practicable and within thirty
42 (30) days. The Company remittance of such deductions to the designated representative
43 of the Union will be accompanied by two (2) copies of a list which includes (1) names,
44 (2) employee clock numbers, (3) location numbers and (4) individual amounts deducted.
45

1 H. The Company shall not be responsible financially or otherwise either to the Union or to
2 any employee, for any failure to make deductions or for making improper or inaccurate
3 deductions or remittances. However, in any instance in which an error occurs in the
4 amount of any deduction from an employee's wages, the Company shall adjust it directly
5 with the employee.
6

7 In the event of any mistake by the Company in the amount of the remittance to the Union,
8 the Company shall adjust the mount in a subsequent remittance.
9

10 I. The Union shall indemnify and save the Company harmless against any and all claims,
11 demands, suits or other form of liability, including attorney's fees that may arise out of or
12 by reason of the provisions of this section of the Agreement. The Company shall
13 promptly notify the Union of any such claim of liability made against the Company.
14

15 J. The Company will make arrangements for all new employees coming under this
16 Agreement to have up to one (1) hour during their company orientation period or during
17 regular working hours to meet with a union representative for the purpose of orienting the
18 employee to this Agreement.
19

20 **K. The Company, when preparing T-4 Slips for the employees will enter the amount of**
21 **Union Dues paid by the employee during the previous year.**
22
23

1 **Article 26 - General and Miscellaneous**

2
3 A. Personnel records shall be maintained for all employees by the Company. An employee and
4 his union representative will be granted access to the employee’s individual personnel
5 records when properly requested in writing by the employee. Management reserves the right
6 to be present when employee personnel records are reviewed. This review may be
7 accomplished prior to any grievance hearing and copies of relevant documentation will be
8 provided.

9
10 Level **1, 2 and 3** disciplinary letters issued to employees covered by this Agreement shall
11 not remain in their personnel record for a period of more than twelve (12) active months.

12
13 Level **4 and 5** disciplinary letters issued to employees covered by this Agreement shall not
14 remain in their personnel record for a period of more than eighteen (18) active months.

15
16 **Disciplinary letters will remain in the employee’s personnel record until the expiration**
17 **of the higher discipline level.**

18
19 B. A place shall be provided inside of each station marked “United Steelworkers” where Union
20 notices of interest to the employees may be posted. However, nothing contrary to the
21 interests of the Company or the intent of the agreement and no political circulars or
22 advertisements will be placed on these bulletin boards.

23
24 C. The Company agrees to provide each employee covered by this Agreement with a copy of
25 the Agreement printed and adequately bound in a convenient pocketsize booklet.

26
27 D. Customer Service employees will be considered for vacancies which the Company decides
28 to fill outside the scope of this Agreement consistent with the **Internal Job Postings**
29 **website** in effect at the time of the vacancy.

30
31 E. The Company will provide paid parking for all customer service employees who park in
32 airport and/or Company parking lots. Where the Company does not provide employee
33 parking, the Company will pay a portion of the monthly parking fee. This provision will not
34 apply to replacement charges to employees for parking decals, stickers, gate keys, or similar
35 items.

36
37 F. In the event a payday falls on a Statutory Holiday, the company will make every effort to
38 pay **employees** on the day preceding such legal holiday.

39
40 G. Employees will be paid bi-weekly on Fridays. An itemized statement will be included
41 setting forth all wages, overtime and listed deductions for the pay period.

42
43 H. Employees covered by this Agreement and their immediate families will be granted the
44 same transportation privileges on the Company’s system as may be established by Company
45 regulations for all personnel.

1 **I. Employees who renew a RAIC badge at a station shall be permitted to complete the**
2 **renewal process during their regularly scheduled shift if the RAIC office is open**
3 **during those shift hours. If an employee’s regularly scheduled shift is other than**
4 **when the RAIC office is open, the employee shall be paid at straight time rates for**
5 **the time required to process the application during their off-duty hours.**

1 **Article 27 – Compensation**

2
3 A. **CSAs, RSAs and PCSRs** shall be paid hourly base rates of pay for hours worked as
4 follows:

5

<u>Years of Pay Seniority Completed</u>	<u>May 20, 2016 (DOS)</u>	<u>May 20, 2017 (1.5%)</u>	<u>May 20, 2018 (2%)</u>	<u>May 20, 2019 (2.5%)</u>	<u>May 20, 2020 (3%)</u>
1	13.55	13.76	14.03	14.38	14.82
2	14.90	15.13	15.43	15.82	16.29
3	16.16	16.40	16.73	17.14	17.66
4	17.56	17.82	18.18	18.63	19.19
5	18.23	18.50	18.87	19.34	19.92
6	21.48	21.80	22.24	22.80	23.48
7	22.50	22.84	23.29	23.87	24.59
8	23.43	23.78	24.26	24.86	25.61
9	24.66	25.03	25.53	26.17	26.96
10	<u>26.23</u>	<u>26.62</u>	<u>27.15</u>	<u>27.83</u>	<u>28.66</u>

6
7 B. **Customer Service Leads, Ramp Service Leads, and Premium Customer Services**
8 **Coordinator**, will receive \$1.75 per hour above the applicable Agent rate.

9
10 C. **Pay rates will be effective the first pay period following ratification of this Agreement,**
11 **and for subsequent years thereafter.**

12
13 D. Step progression will become effective on the first Monday of the first pay period following
14 the employee’s **Pay Seniority Date** anniversary.

15
16 E. **Length of service premiums shall be paid at the following rates beginning on the**
17 **employee’s Pay Seniority Date** anniversary:

18

Year	LOS Premium
15	Max + \$0.25
20	Max + \$0.35
25	Max + \$0.45
30	Max + \$0.50

1 **Article 28 – Duration**

2
3 Except as otherwise noted, this Agreement shall become effective **May 20, 2016** and shall remain
4 in full force and effect until its amendable date, **May 19 , 2021** and shall then renew itself without
5 change until the date by which each succeeding twelve (12) month period thereafter is completed
6 (“Subsequent Amendable Dates”), unless written notice of intended change is served in accordance
7 with **Canada Labour Code**, as amended, by either party hereto at least sixty (60) days prior to and
8 within four (4) months of the Initial Amendable Date or Subsequent Amendable Dates.

9
10 In witness whereof, the parties have signed this Agreement this **20th** day of **May, 2016**.

11
12 **United Steelworkers** **American Airlines, Inc.**

13
14 Mike Piché **Taylor Vaughn**
15 United Steelworkers **American Airlines, Inc.**

16
17 **Steven Hadden** **Stephen Raeder**
18 United Steelworkers **American Airlines, Inc.**

19
20 Manuel D’Souza **Richard Muise**
21 United Steelworkers **American Airlines, Inc.**

22
23 **Joe Hanna** Cathy Knapp
24 United Steelworkers **American Airlines, Inc.**

25
26 **Kurtis McGibbon** Stefan Dory
27 United Steelworkers **American Airlines Inc.**

28
29 Rosanna Gasparro **John Kresser**
30 United Steelworkers **American Airlines, Inc.**

31
32 **Dave Eccleston** **Jennifer Fantini**
33 United Steelworkers **American Airlines, Inc.**

34
35 **Licia D’Ambrosi**
36 **United Steelworkers**

37
38 **Albert Lyder**
39 **United Steelworkers**

1 **Letter of Agreement**

2
3 Re: Vacation Bidding

4
5
6 December 14, 1999

7
8 Don Bujold
9 Department Head
10 United Steelworkers of America

11
12 Dear Don,

13
14 This letter will serve to summarize our discussions in negotiations on December 14, 1999
15 regarding bidding vacations separately as outlined in the collective bargaining agreement in the
16 Vacation article, paragraph E.

17
18 In the event that the Company intends to change the vacation bidding method for the following
19 year (e.g., separate full-time/part-time bids to single bid) the Company will meet and confer with
20 the Union prior to implementing such change in order to fully explain the reasons for the change.

21
22
23 Sincerely,

24
25
26
27 _____
28 E. Allen Hemenway
29 Director Labor Relations – Ground

30
31
32
33 Accepted and Agreed:

34
35
36
37 _____
38 Don Bujold
39 Department Head
40 United Steelworkers of America