

American Airlines



American Airlines, Inc.

Canada Agreement

As represented by

The United Steelworkers



November 28, 2022 to November 27, 2024

TABLE OF CONTENTS

Preamble.....	1
Article 1 – Purpose of Agreement.....	2
Article 2 – Status of Agreement.....	3
Article 3 – Recognition and Scope.....	4
Article 4 – Classification.....	5
Article 5 – Hours of Service.....	7
Article 6 – Overtime.....	12
Article 7 – Seniority.....	18
Article 8 – Filling of Vacancies.....	20
Article 9 – Reductions in Force and Recall.....	26
Article 10 – Furlough Benefits.....	31
Article 11 – Leaves of Absences.....	34
Article 12 – Sick Leave.....	37
Article 13 – Holidays.....	39
Article 14 – Vacations.....	41
Article 15 – Probation.....	44
Article 16 – Uniforms.....	45
Article 17 – Shift Premiums.....	47
Article 18 – Grievance Procedure.....	48
Article 19 – Arbitration.....	51
Article 20 – Insurance.....	52
Article 21 – Pension.....	53
Article 22 – Safety and Health.....	54
Article 23 – Training, Travel Pay and Meal Per Diem.....	55
Article 24 – Part-time Employees.....	57
Article 25 – Dues Check-Off.....	58
Article 26 – General and Miscellaneous.....	60
Article 27 – Compensation.....	62
Article 28 – Duration.....	64

1 **Preamble**

2

3 This Agreement is made and entered into **November 28, 2022**, in accordance with the provisions of
4 the Canada Labour Code as amended, by and between American Airlines, Inc. (hereinafter referred
5 to 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, to
4 provide for operation of the services of the Company under methods which will further, to the
5 fullest extent possible, the safety of air transportation, the efficiency of operation, and the
6 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 existing
16 or subsequently enacted legislation, such invalidation of any part or provision of this
17 Agreement shall not invalidate the remaining portions thereof, and they shall remain in full
18 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, there
23 shall be no discrimination or harassment against any employee by the Union or the Company,
24 by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation,
25 marital status, family status, disability and conviction for which a pardon has been granted or
26 in respect of which a record suspension has been ordered.
27

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

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

8 B. It is understood and agreed that the Company will not lock out any employees covered hereby,
9 and the Union will not authorize or take part in any strikes, sitdown, slowdown, or picketing
10 of Company premises during the life of this Agreement until the procedures for settling
11 disputes as provided herein and provided by the Canada Labour Code as amended, have been
12 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 Airlines
17 Group Inc. shall enter into an agreement with a Successor which creates a Successor
18 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. 30557-
4 C – Order No. 10905-U, the Company recognizes the United Steelworkers as the bargaining
5 agent for all employees of the Company excluding office, clerical, compliance coordinators,
6 marketing and sales employees, flight attendants, pilots, airport service managers and those
7 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 Agreement
17 other than in cases of irregular airport operations, emergencies, for the purposes of training or
18 instructing employees or on an occasional basis to assist during peak operations. A situation
19 will not be deemed to be an emergency within the meaning of this paragraph where scheduled
20 or overtime employees are reasonably available to handle the requirement.
21
- 22 E. The Union recognizes that the Company shall have sole jurisdiction, subject to the terms of
23 this agreement, over the management and operation of its business, the direction of its working
24 force, the right to establish rules and regulations, to maintain efficiency in its place of employ-
25 ment, and the right of the Company to hire, promote, demote, select for training, discipline
26 and discharge employees. It is agreed that the rights listed here shall not be deemed to exclude
27 other pre-existing rights of management not listed which do not conflict with other provisions
28 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 (CSL), 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 (RSL). Each of these
7 positions may be full-time, part-time or temporary.
8

- 9 A. CSA work includes duties generally performed by customer service employees in operations
10 (in YUL and YOW), passenger service and includes other station work assigned by the
11 Company.
12
- 13 B. Work that may be performed by CSAs, contractors or other Company employees includes
14 assisting and transporting customers needing wheelchair or other special assistance and
15 unaccompanied minors, and training.
16
- 17 C. PCSR work includes customer handling and other duties generally performed in Admirals
18 Club locations or other areas in the airport established to service premium customers and
19 any other premium service work assigned by the Company.
20
- 21 D. Work that may be performed by PCSRs, contractors or other Company employees includes
22 providing or serving food and beverages to Admirals Club customers, and maintaining the
23 appearance of the Club.
24
- 25 E. RSA work includes aircraft receipt and dispatch, baggage and cargo loading and unloading,
26 bag room makeup, baggage transfer, operations (in YYZ), and any other station work as
27 so directed.
28
- 29 F. Work that may be performed by RSAs, contractors or other Company employees includes
30 aircraft cleaning, aircraft security search, lavatory and water service, aircraft towing/brake
31 riding, interline baggage transfer, scanning and running of mail and freight, operation of
32 APUs, and any other non-core RSA work not covered in E.
33
- 34 G. CSL, PCSC, and RSL work will be the same as that of a CSA, PCSR, or RSA. In addition,
35 as working members of the group, they may be required to lead and direct the work of other
36 employees. When and where Customer Service Leads, PCSCs or RSLs are utilized by the
37 Company, they will be responsible for the overall performance within their work area.
38 CSLs, PCSCs and RSLs may be required to lead and direct the work of others which
39 includes but is not limited to;
40
 - 41 1. Providing verbal coaching to employees related to their performance.
 - 42
 - 43 2. Providing verbal and/or written input to management, related to employee
44 performance.
45

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

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

- 24
- 25 H. Duty assignments will be determined based on the needs of the service. A duty assignment
- 26 may consist of a single job assignment, or a combination of two or more job assignments.
- 27
- 28 I. Employees may be cross-utilized in or between classifications and duty assignments under
- 29 this Agreement based on the needs of service.
- 30
- 31 J. An Open Time Agent is an employee who bids or is assigned a schedule, based on the needs
- 32 of service and may be inclusive of any classification or duty assignment, or a mixture of
- 33 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 morning,
4 and last through and until 2400 hours Sunday evening and includes any shift that begins
5 during this period. A work week will consist of five (5) scheduled work days, and two
6 (2) consecutive scheduled days off, except when as a result of schedule rebids, employee
7 shift swaps, opentime agents as described in Item B below and employees whose
8 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. Such
12 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 employee's
24 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 six
30 (6) hours per day. For stations with less than **five (5)** flights a day, split shifts may be
31 scheduled for part-time employees with a maximum of two duty periods covering no more
32 than fourteen (14) hours (from the beginning of the first duty period to the end of the second)
33 within a twenty-four (24) hour period. A duty period must be a minimum of three (3) hours.
34 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 **less than five (5) hours**, will contain one fifteen (15)
39 minute break during the scheduled shift.
40
- 41 2. Shifts of **five (5) hours**, but not more than six (6) hours will contain one (1) fifteen (15)
42 minute break and one thirty (30) minute unpaid lunch period.
43
- 44 3. Shifts of more than six (6) hours will contain two (2) fifteen (15) minute breaks and one
45 thirty (30) minute unpaid lunch period.

- 1 H. Meal periods shall be assigned as follows:
2
3 1. The Company will make every effort to provide meal periods for full-time employees
4 within ninety (90) minutes before or after the midpoint of the scheduled shift.
5
6 2. Full-time employees who, at Company request, are unable to begin their meal period
7 at least two (2) hours prior to the end of their regularly scheduled shift, will be
8 provided a thirty (30) minute lunch period paid at straight time rates. If unable to take
9 any meal period due to company request, the employee will receive pay for the
10 applicable meal period at time and one-half (1 ½) rates.
11
12 3. Part-time employees whose shifts entitle them to an unpaid meal period as described
13 in Item G. above, but who are unable to take a meal period due to company requests
14 will receive an additional thirty (30) minutes pay at straight time rates.
15
16 I. If the premier of any province or mayor of any city, Ministry of Transportation,
17 provincial police or regional police verifiably declares a state of extreme weather emergency
18 advising people not to travel, employees employed within the affected area who are unable to
19 report for work will be permitted a choice of authorized leave time, accrued compensatory
20 time or to use vacation time to receive pay for scheduled work missed during the time such
21 emergency exists.
22
23 J. Separate work schedules will be posted for each applicable duty assignment. Award of work
24 shifts, including scheduled start time, shift length and scheduled days off, shall be based on
25 Seniority Date.
26
27 K. Work schedules are posted for bid by active employees, as far in advance as practical, or a
28 minimum of **fourteen (14)** calendar days. The posting shall contain the scheduled start time,
29 shift length, scheduled days off, effective date and bid times. Once the bidding process is
30 completed, schedule bid awards will be posted a minimum of seven (7) calendar days prior to
31 the effective date of the new work schedule. Employees unavailable to bid at their
32 appointed bidding time, may bid by proxy, or by other means established locally. The
33 Company will **provide information from its scheduling tool to the scheduling committee**
34 **(comprised of both Union and Management employees) to establish the schedules.** The
35 Company will have the final determination to the proposed schedule.
36
37 Active employees who fail to bid will be assigned by Seniority Date an available work
38 schedule within the duty assignment after completion of the bid. Active employees who report
39 late for bidding, but while the bidding process is ongoing, will be permitted to bid on
40 remaining available lines at the time they report.
41
42 An employee on an authorized leave of absence or off due to occupational injury will be
43 permitted to bid in a rebid of the work schedule provided the Company receives, prior to the
44 start of the bidding period, a notice certifying his return to work date which must be within
45 **seven (7)** days of the effective date of the bid. If the leave is for medical reasons, the
46 certification of return to work must be signed by the employee's treating physician.

- 1 L. There shall be no rotation of shifts. All shifts will be fixed, however, each scheduled line of
2 work may contain multiple start times.
3
- 4 M. Work schedules will be rebid based on the needs of the service, approximately every one-
5 hundred-twenty (120) days, or a minimum of three (3) times per calendar year.
6
- 7 N. During a bid period, if it becomes necessary to temporarily adjust employees' work schedules,
8 duty assignments, scheduled start times or scheduled days off, the following procedures shall
9 apply:
10
- 11 1. When it becomes necessary to adjust scheduled days off, employees subject to
12 adjustment will be given a minimum of five (5) calendar days' notice.
13
 - 14 2. When it becomes necessary to adjust scheduled start times, employees subject to
15 adjustment will be given a minimum of forty-eight (48) hours' notice.
16
 - 17 3. Employees may be reassigned between duty assignments and job assignments on a given
18 shift based on the needs of the service. In the event that these adjustments are expected to
19 exceed sixty (60) days in duration, within the first sixty (60) days of such adjustment, the
20 Company shall post the work schedule in the affected duty assignment for rebid as provided
21 in Item K above.
22
- 23 O. Employees returning to active duty from an authorized leave of absence or occupational
24 injury will be assigned to their previous duty assignment. Such employees who were not permitted
25 to bid the most current work schedule may be assigned shifts/days off within the duty assignment
26 based on needs of service.
27
- 28 P. Shift Trades
29
- 30 An employee may trade shifts or days off with another qualified employee in accordance with
31 the following provisions:
32
- 33 1. The request must be in writing and signed by both employees involved (**or submitted**
34 **electronically where a location utilizes Dayforce or a similar electronic reporting**
35 **method**). The request shall be submitted for approval to the immediate supervisor, or
36 his designee, of the employee who initiates the shift trade.
37
 - 38 2. The Company may at each location establish deadlines for submitting shift
39 swaps/trades, but such deadline will not be more than twenty-four (24) hours prior to
40 the shift to be worked. The approval/disapproval of the shift trade request will be given
41 no later than seventy-two (72) hours from the time the request was received by the
42 manager/leads.

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

1 Q. Short Turnaround between Scheduled Shifts

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

4 The first 8 hours will be paid at straight-time

5 The remaining hours at time-and-one-half

6

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

12

13 **R. All open-time schedules will be posted on company bulletin board two (2) weeks in**
14 **advance, except in the instance of a work schedule rebid.**

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 worked,
8 as well as overtime hours that are offered in accordance with this article but refused by the
9 employee, will be added to the overtime equalization. The equalization will be set at zero at
10 the beginning of each calendar quarter. Where the Company determines that overtime is
11 required, such overtime will be offered to qualified employees based on lowest rate of pay
12 (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 available.
16 Where an overtime bid sheet is used and no employees are signed up, the overtime may be
17 offered to any employee, without regard to normal distribution of overtime. In locations
18 where overtime or shift extension bid sheets are not used, all qualified employees are
19 considered available.
20

21 D. Shift extension is overtime which is anticipated to be less than four hours and is not the result
22 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.

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 **and the classification**
- 28
- 29 2. Qualified part-time employees **in the classification** outside the duty assignment
- 30
- 31 3. Full-time employees in the duty assignment **and the classification**
- 32
- 33 4. Qualified full-time employees **in the classification** 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 (½) 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 (½) hour overlap will be paid as part of the regular shift,
46 and will not be considered part of the overtime shift);

- 1 2. scheduled off for an entire shift for vacation, voluntary time off (VTO), training,
2 authorized company business, authorized union business, jury duty or compensatory
3 time. In these instances employees will be ineligible for the entire day except that
4 they may volunteer to work prior to mandatory assignment overtime;
5
- 6 3. on sick leave (paid or unpaid) for an entire shift, any type leave of absence (paid or
7 unpaid), disciplinary suspension, bereavement leave or occupational injury leave
8 (paid or unpaid). In these instances employees will be ineligible from the time the
9 absence begins and remain ineligible until they return to work;
10
- 11 4. not qualified to perform the overtime work offered;
12
- 13 5. on a shift trade off for any hours that fall within their original scheduled shift (with
14 management approval and based on needs of service, employees may be allowed a
15 one-half (½) hour overlap of the overtime shift and the regularly scheduled shift that
16 was traded off).
17
- 18 H. Opentime employees, on scheduled work days, are considered for overtime within the
19 classification and duty assignment they are working. An opentime employee on a scheduled
20 day off or an employee working as an "extra" will be considered available for overtime offered
21 within the duty assignment the employee last worked on a regularly scheduled work shift
22 except that shift trades are not considered.
23
- 24 I. Transferred employees including change of station, in-station transfers, part-time to full-time,
25 full-time to part-time and new employees, will use the average overtime hours in their new
26 duty assignment for the purpose of equalization.
27
- 28 Employees absent for more than fourteen (14) consecutive days will upon their return to work
29 be assigned the average of the overtime equalization list or their previous overtime hours
30 whichever is greater.
31
- 32 J. If two or more employees will be compensated the same rate of pay (i.e., straight-time, time-
33 and-one-half) and have the same equalization within the provisions as outlined in Paragraph
34 "D", "E" or "F" of this article, the overtime will be offered to the senior employee.
35
- 36 K. When operational conditions change which would no longer necessitate the overtime that has
37 been awarded to an employee, such overtime may be canceled, provided a minimum of four
38 hours' notice is given. In the event overtime is canceled with less than four hours' notice, the
39 employee awarded the overtime shift will be offered a minimum of four (4) hours work at the
40 applicable rate. This provision is not applicable to shift extension overtime, which may be
41 canceled at any time.
42
- 43 L. Once an employee accepts offered overtime, the employee becomes responsible to work the
44 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 shall
2 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 contacted.
11
 - 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 of
17 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 have
22 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 as
25 those bypassed and must be worked within fourteen (14) calendar days of the determination
26 that the bypass occurred. The Company will determine the work duty assignment.
27
- 28 O. The Company may prohibit any employee from working overtime where it would result in
29 more than sixteen (16) continuous hours excluding unpaid meal periods. Employees who
30 have worked sixteen (16) continuous hours may not be assigned additional overtime unless
31 such overtime is due to an emergency situation.
32
- 33 P. A daily overtime qualifier will be used to determine premium rates on work days. Work days
34 are defined as regularly scheduled or "shift swap worked" days.
35
- 36 1. There will be a minimum daily eight (8) hour overtime qualifier which must be
37 satisfied prior to being eligible for overtime premium rates.
38
 - 39 2. The daily qualifier for determining overtime premium eligibility will include all
40 regularly scheduled hours worked, plus any shift swap hours worked, up to a
41 combined maximum of eight (8) hours.
42
 - 43 3. After the daily overtime qualifier has been met, overtime will be paid at one and one-
44 half (1½) times the regular rate for the first four (4) hours worked and two (2) times
45 the regular rate for all hours thereafter.

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

3
4 1. There will be a weekly forty (40) hour overtime qualifier which must be satisfied prior
5 to being eligible for overtime premium rates on any day off.

6
7 2. The weekly qualifier for determining overtime premium eligibility will include all
8 regularly scheduled hours worked, additional hours offered by the Company worked at
9 straight time rates, plus all hours not worked but paid (excluding sick days), plus shift
10 swap hours worked not to exceed the total shift swap off hours.

11
12 3. After the weekly overtime qualifier has been met, overtime will be paid at one and one-
13 half (1½) times the regular rate for the first eight (8) hours worked and two (2) times the
14 regular rate for all hours worked thereafter except as provided for in items 4 below.

15
16 4. Employees who shift trade to be off and who work overtime on the day off shall be paid
17 a maximum rate of time and one-half 1 (½) times the regular rate for all overtime hours
18 worked that day.

19
20 R. An employee who shift trades into a duty assignment different from their scheduled duty
21 assignment will be considered for overtime based upon their originally scheduled duty
22 assignment.

23
24 S. All overtime shall be computed to the nearest tenth of an hour in six (6) minute increments.

25
26 T. A one-half (1/2) hour unpaid-meal period will be provided to an employee working an
27 overtime shift of five **(5) hours or more.**

28
29 U. MANDATORY ASSIGNMENT OF OVERTIME

30
31 (1) Required Coverage Period of Four Hours Or Less

32
33 When the required coverage period is expected to be four hours or less, the additional hours
34 will be assigned to employees in reverse order of seniority, in the following order.

35
36 a) Part-time employees within the duty assignment whose shifts begin or end within one
37 hour of the required coverage period.

38
39 b) Full-time employees within the duty assignment whose shifts begin or end within one
40 hour of the required coverage period.

41
42 c) Qualified part-time employees outside the duty assignment whose shifts begin or end
43 within one hour of the required coverage period.

44
45 d) Qualified full-time employees outside the duty assignment whose shifts begin or end
46 within one hour of the required coverage period.

1 e) If no employees fall within the above parameters, then the distribution procedure
2 described in Paragraph U.2 will apply.
3

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

8
9 (2) Required Coverage Period In Excess Of Four Hours
10

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

- 15 • Part-time employees within the duty assignment.
- 16
- 17 • Qualified part-time employees outside the duty assignment.
- 18
- 19 • Full-time employees within the duty assignment.
- 20
- 21 • Qualified full-time employees outside the duty assignment.
- 22

23 (3) Rotation of Mandatory Assignment
24

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

30 V. Full-time employees will be offered a minimum of four (4) hours work at the applicable
31 rate if:
32

- 33 1. The overtime is not continuous with their regular shift and is separated by more than
34 one hour.
- 35
- 36 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. Adjustments
6 to an employee's Seniority Date based on past seniority policies will remain in place. After
7 the effective date of this agreement, there will be no adjustments to employee's Seniority
8 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. into
17 the Canadian USW Agreement will be assigned a Seniority Date and Pay Date Seniority,
18 which will be the first day worked in the Canadian USW Agreement. For these employees the
19 Seniority Date shall be applied to: bidding or shifts/days off, bidding of vacation periods,
20 filling of vacancies, displacements/recalls.

21
22 C. When two or more employees have the same Seniority Date, the senior employee will be the
23 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 fifteen
34 (15) days of the mailing of such notice if the notice is undeliverable due to the employee's
35 failure to keep the Company apprised of his current mailing address and telephone number.
36
37 4. His recall rights expire.
38
39 5. He does not return from a Leave of Absence within the scheduled period.
40
41 6. As otherwise provided in this agreement.

42
43 E. All recall notices sent to furloughed employees will be delivered via certified mail, return
44 receipt, or via telegram to the employee at the last address filed by the employee with the
45 company.

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

17
18 (d) By internal job posting, to be filled competitively outside the classification in
19 accordance with a standard qualification process to be established by the
20 Employment Equity Council (which shall have Company and Union
21 representation);

22
23 (e) A new employee.

24
25 B. Filling of CSL, RSL, Premium Customer Services Coordinator (PCSC) and Premium
26 Customer Services Representative (PCSR) Vacancies

27
28 1. Candidates for CSL, RSL, PCSC or PCSR positions will be evaluated through a
29 standard qualification process as determined by the Company.

30
31 2. Employees desiring transfer within classification to any CSL, RSL, PCSC or PCSR
32 position will be required to submit an application on the proper company form.
33 Employees desiring a promotion to any CSL, RSL, PCSC or PCSR position will be
34 required to apply online through the Company's internal job posting site found on
35 JetNet. Employees must have satisfactory attendance and performance in their present
36 position in order to be considered for CSL, RSL, PCSC or PCSR vacancies.

37
38 3. Employees should make every effort to schedule the qualification process interview
39 outside of their regular working hours. When not possible, employees may be excused
40 during a work shift. However, the employee must take unpaid time or use unbid
41 Vacation or compensatory for compensation for all scheduled hours not worked.
42 Employees must advise their manager as far in advance as possible for any time off
43 required for an interview. Employees traveling to and from company interviews will
44 be provided on-line space positive travel but will not be paid for travel time.

- 1 4. Where the Company decides to fill a CSL, Ramp Station Lead, PCSC or PCSR
2 vacancy, the position will be awarded in the following order:
3
 - 4 a) The senior CSL, RSL, PCSC and PCSR within classification at the location
5 where the vacancy exists who has an in-station transfer bid on file to the
6 available duty assignment;
7
 - 8 b) The senior employee who possesses recall to a CSL, RSL, PCSC or PCSR
9 position in the classification and location;
10
 - 11 c) The most qualified applicant in the Company's qualification process.
12
 - 13 d) Where there are no qualified applicants, the Company may issue an individual
14 job posting per established company policy.
15
- 16 5. All successful CSL, RSL, PCSC or PCSR bidders shall hold the position on a
17 probationary basis for a period of one hundred twenty (120) active workdays in order
18 to receive adequate instruction and coaching and to demonstrate their ability to perform
19 the required work. Employees who fail to demonstrate sufficient ability during their
20 CSL, RSL, PCSC or PCSR probationary period will be returned to their previous
21 location and duty assignment.
22
- 23 6. Employees promoted to Station Lead, PCSC or PCSR positions will be assigned a work
24 schedule. CSLs, RSLs, PCSCs or PCSRs will be permitted to bid in the next work
25 schedule bid in order of Seniority Date.
26
- 27 7. CSLs, RSLs, PCSCs or PCSRs who have completed their CSL, RSL, PCSC or PCSR
28 probationary period and are demoted for just cause will be returned to an available
29 system vacancy in their previous classification.
30
- 31 8. Employees accepting CSL, RSL, PCSC or PCSR positions are required to remain in
32 the position and location for a period of six (6) months. However, these employees are
33 eligible for in-station CSL, RSL, PCSC or PCSR transfers.
34
- 35 9. Applicants refusing offers of CSL, RSL, PCSC or PCSR positions will be ineligible for
36 consideration for any other CSL, RSL, PCSC or PCSR position for a period of six (6)
37 months.
38
39

40 C. Part-Time CSA or RSA Vacancies

- 41 1. Permanent part-time CSA or RSA vacancies, which the Company decides to fill will
42 be awarded in the following order:
43

- a. The senior full-time or part-time CSA or RSA within classification at the location where the vacancy exists who has an in-station transfer bid on file to the available duty assignment as outlined in Paragraph E of this Article;
- b. The senior CSA or RSA within classification who possesses recall to a part-time position at the location;
- c. The senior full time or part time employee within classification with a system transfer bid on file for the part-time position at the location;
- d. By internal job posting, to be filled competitively outside the classification in accordance with a standard qualification process to be established by the Employment Equity Council (which shall have Company and Union representation)
- e. A new employee.

D. Temporary Vacancies

- 1. Temporary full-time CSA, RSA or PCSR vacancies which the Company decides to fill will be awarded in the following order:
 - a. The senior qualified employee working part-time in the location who possesses full-time recall to the available group and classification;
 - b. The senior part-time employee in the location within the duty assignment where the vacancy exists;
 - c. The senior qualified part-time employee within the group, classification and location but outside the duty assignment where the vacancy exists;
 - d. The senior qualified part-time Customer Service employee in the location but outside of the group;
 - e. Assignment of the junior qualified part-time employee in the group, classification and location.
 - f. A temporary upgrade may be filled for a duration not to exceed twelve (12) consecutive months. By agreement between the Company and the Union, the temporary position may be extended up to an additional six (6) months.
- 2. Temporary CSL, RSL and PCSC vacancies which the Company decides to fill will be offered as follows:
 - a. The senior employee in the location who possesses recall to a CSL, Ramp Lead or PCSC position in the group and location;

- b. The senior qualified full-time employee within the duty assignment where the vacancy exists;
- c. The senior qualified full-time employee in the group, classification and location but outside the duty assignment where the vacancy exists;
- d. The senior qualified part-time employee within the duty assignment where the vacancy exists;
- e. The senior qualified part-time employee in the group, classification and location but outside the duty assignment where the vacancy exists.

3. Employees filling temporary positions will:

- a. be paid at the hourly rate corresponding to their pay longevity step;
- b. be awarded the average overtime equalization of the duty assignment;
- c. be compensated for vacation and/or sick leave used based on the number of hours scheduled to work;
- d. have no change to pre-existing health and insurance benefits;
- e. assume the open schedule line of work. Should a schedule rebid occur, the employee filling the temporary vacancy will bid after all permanent employees in the duty assignment. If there are two or more employees working temporary positions, they will bid in Seniority Date order after all permanent employees in the duty assignment.

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

E. In-Station Transfer Bid File

- 1. Each covered station shall maintain a file for in-station transfer requests. Employees within the location desiring transfer to a different duty assignment within the classification are required to submit transfer requests on the appropriate Company form. In-station transfer requests will remain valid through December 31st of the year in which they are submitted. Transfer requests will be accepted on or after December 20th to be valid the next calendar year.
- 2. An employee with a bid on file will be awarded and required to accept the position and all his other in-station transfer requests then on file will be discarded.

- 1
2 3. An employee awarded an in-station transfer is required to remain in the new position and/or
3 duty assignment for a period of six (6) months, but is eligible for system transfers.
4

5 F. System Transfer Bid File
6

- 7 1. The Director of Station Administration shall maintain a file for system transfer
8 requests. Employees desiring transfer to positions in different locations are required
9 to submit transfer requests on the appropriate Company form. System transfer
10 requests will remain valid for a period of one (1) year from the date the request is
11 received.
12
13 2. System transfer offers to other locations shall be communicated to the employee's
14 station management. Employees will have until 5:00 p.m. Eastern Time the following
15 business day to respond to the system transfer offer. Employees may file a proxy on
16 the designated company form with their Station Director/Manager, or his designee.
17 The proxy will give the manager, or designee, the authority to accept or refuse the
18 transfer offer on the employee's behalf in the event the transfer offer is made and the
19 employee cannot be contacted within the time frame prescribed above. In the event
20 the employee cannot be contacted and does not have a proxy on file, the employee
21 will be bypassed and will be considered to have refused the transfer offer.
22
23 3. Employees refusing OR CONSIDERED UNDER PARAGRAPH 2 ABOVE TO
24 HAVE REFUSED a system transfer offer will be prohibited from submitting a system
25 transfer request to any location for a period of six (6) months and all his other transfer
26 requests then on file will be discarded.
27 4. Employees awarded system transfers to other locations will be scheduled to report for
28 work at the new location immediately, but no later than fourteen (14) calendar days
29 after notification of the award as determined by the Company. Reasonable time off up
30 to three (3) days for relocation purposes may be requested by the employee and will
31 be granted where appropriate as unpaid. These employees will pay all moving and
32 settlement expenses.
33
34 5. Employees awarded a system transfer are required to remain in the new location for a
35 period of one (1) year and all other transfer requests on file will be discarded, except
36 for lead agent positions in the new location.
37

38 G. An employee may submit as many in-station or system transfer bids as they wish except as
39 otherwise provided for in this agreement. Employees may also withdraw in-station or system
40 transfer bids by written request to the appropriate Company official anytime prior to being
41 offered a transfer.
42

43 H. Employees on level **four (4) or higher** of the progressive discipline or attendance control
44 programs are not eligible for any system transfers.

- 1 I. Employees transferring through the in-station or system transfer bid procedures will assume
2 the available shifts/days off in the new location, position and/or duty assignment until the next
3 schedule bid.
4
- 5 J. Probationary employees are ineligible for in-station or system transfer, except that a
6 probationary employee will receive consideration before a new employee.
7
- 8 K. Where the total complement of employees does not change within a station and classification,
9 but a reallocation of employees is required between duty assignments there is no vacancy
10 deemed to exist for system bidding purposes.
- 11 L. Quebec Language Requirement
12
- 13 1. For positions in the province of Quebec all employees must be bilingual and have the
14 ability to serve customers in French or English, depending on the customer's choice.
15
- 16 2. The Company reserves the right to establish minimum language proficiency standards
17 and conduct language skill testing as appropriate.
18
- 19 **3. Any employee in Quebec unable to demonstrate full fluency in French and English**
20 **will not be furloughed as a result of this language requirement. The job**
21 **protections provided in the Paragraph will only apply to those Quebec based**
22 **employees whose names appear on the Seniority List as of the date of ratification**
23 **of this Agreement.**
- 24
- 25 4. In the event of a system displacement as a result of a reduction in force, employees
26 whose names appear on the Seniority List as of the date of ratification of this
27 Agreement, will not be prevented from displacing into a position in Quebec as a result
28 of this language requirement.

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

2
3 A. Station Workforce Realignment

4
5 1. CSLs, RSLs, and PCSCs

6
7 When a station reduction requires a realignment of the existing CSL, RSL or PCSC
8 workforce between duty assignments, affected employees will be permitted to bid, within
9 classification, in Seniority Date order, on available duty assignments within the station
10 where open station lead lines exist. If there are no open station lead lines within the station,
11 affected employees will be permitted to bid, within classification, in Seniority Date order, on
12 the lines of work occupied by the station's most junior CSL, RSL or PCSC.
13

14 (a) If the affected employee is the most junior CSL he will be covered by A.2 (if full-
15 time) or A.3 (if part-time) below, and permitted to bid on open CSA lines.
16

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

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

23 2. Full-time CSAs, RSAs and PCSRs

24
25 When a station reduction requires a realignment of the existing full-time agent workforce
26 between duty assignments, affected employees will be permitted to bid, within
27 classification, in Seniority Date order on available duty assignments within the station
28 where open full-time agent lines exist. If there are no open full-time agent lines within
29 the station, affected employees will be permitted to bid, within classification, in Seniority
30 Date order, on the lines of work occupied by the station's most junior full-time employee.
31

32 3. Part-time CSAs, RSAs and PCSRs

33
34 When a station reduction requires a realignment of the existing part-time workforce between
35 duty assignments, affected employees will be permitted to bid, within classification, in
36 Seniority Date order, on available duty assignments within the station where open part-time
37 lines exist. If there are no open part-time lines, employees will be permitted to bid, within
38 classification, in Seniority Date order, on the lines of work occupied by the station's junior
39 part-time employee.
40

41 B. System Displacements

42
43 1. Individuals to be furloughed or displaced shall be given at least fourteen (14) calendar
44 days' notice, or ten (10) days' pay in lieu thereof. However, such notice requirement may
45 be waived in cases of an act of God, war emergency, revocation of the company's
46 operating certificate, a grounding of company aircraft, or any strike or picketing.

1 2. Full-Time Employees
2

- 3 (a) After station realignment of manpower has been completed as outlined in
4 Paragraph A of this Article, the affected junior full-time employees in the location
5 based on Seniority Date who have completed their probationary periods will:
6
7 (1) be permitted to bid, in Seniority Date order, within classification, on available
8 full-time agent positions in other stations. If there are insufficient available
9 full-time positions, employees may displace, in Seniority Date order, within
10 classification, the most junior full-time employees on the system; or
11
12 (2) be permitted to bid, in Seniority Date order, within classification, on available
13 part-time positions at the station. If there are insufficient available part-time
14 positions, employees will be permitted to bid, in Seniority Date order, the lines
15 of work occupied by the station's most junior part-time agents; or
16
17 (3) accept furlough.
18
19 (b) Full-time employees may displace, within classification, part-time employees in
20 their station, as described in Paragraph B.2.(a).(2) above, only if they are senior to
21 the part-time employee.
22
23 (c) Displaced full-time employees who are awarded full-time positions at other sta-
24 tions and who refuse the award will be deemed to have resigned from the company.
25
26 (d) Furloughed employees will be prohibited from submitting system transfers for a
27 period of one (1) year from the effective date of their furlough to any location
28 offered during the displacement process that was not listed on their displacement
29 bid. These employees are eligible to submit bids for system transfers for other
30 locations.
31
32 (e) Employees who have not completed their probationary period will be released.
33
34 (f) Displaced employees are immediately eligible to submit bids for any system or in-
35 station vacancy.
36
37 (g) Any full-time employee affected by a reduction in force who displaces to a full-
38 time position in a different geographic location will be provided relocation
39 assistance in accordance with Company Policy. Relocation is not provided to
40 affected full-time employees displacing to part-time positions, or to affected part-
41 time employees. This provision does not apply to full-time employees displaced by
42 part-time employees in their location.

1 3. Part-Time Employees
2

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

7
8 (1) be permitted to bid, within classification, in Seniority Date order, for available
9 part-time positions in other stations; or

10
11 (2) be permitted to bid, within classification, in Seniority Date order, available full-
12 time positions at the station. If there are insufficient available full-time
13 positions, employees will be permitted to bid, in Seniority Date order, the lines
14 of work occupied by the station's most junior full-time agents; or

15
16 (3) accept furlough.

17
18 (b) Part-time employees may displace, within classification, full-time employees in
19 their station, as described in Paragraph B.3.(a).(2) above, only if they are senior to
20 the full-time employee.

21
22 (c) Displaced part-time employees who are awarded part-time positions at other
23 stations and who refuse the award will be deemed to have resigned from the
24 company.

25
26 (d) Furloughed employees will be prohibited from submitting system transfers for a
27 period of one (1) year from the effective date of their furlough to any location
28 offered during the displacement process that was not listed on their displacement
29 bid. These employees are eligible to submit bids for system transfers for other
30 locations.

31
32 (e) Displaced employees are immediately eligible to submit bids for any system or
33 in-station vacancy.

34
35 (f) Employees who have not completed their probationary period will be released.
36

37
38 4. Employees Qualified in More than One Classification

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

42 b. Following ratification of this Agreement, an employee may become qualified in
43 more than one classification if the employee is competitively selected through the
44 process set out in Article 8 (Filling of Vacancies) and in the case of a CSL, RSL,
45 PCSC or PCSR position, has passed the probationary period of 120 active

1 workdays. The employee must have successfully passed training and worked in the
2 classification for a minimum of three (3) months.

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

7 C. Recall

- 8
9 1. Recalls of furloughed and displaced employees shall be, within classification, in Seniority
10 Date order.
11
12 2. Employees who are recalled from furlough shall be required to report for duty within
13 fifteen (15) days following the offer of recall.
14
15 3. Furloughed employees shall maintain recall for a period of five (5) years. Displaced
16 employees shall maintain all recall rights. Furloughed employees will be responsible to
17 provide their Station Directors/Managers with their current address and telephone
18 number. Displaced employees who resign from any position with the Company shall
19 forfeit all recall rights and shall have their names removed from the seniority roster.
20
21 4. Furloughed and displaced full-time employees shall have recall rights to both full-time
22 and part-time positions within classification, at the station from which they were
23 displaced.
24
25 (a) Furloughed and displaced full-time employees who refuse part-time recall shall
26 forfeit any further part-time recall, but shall not forfeit full-time recall.
27
28 (b) Displaced full-time employees who refuse full-time recall to the station from which
29 they were displaced will forfeit all recall rights to that station.
30
31 (c) Furloughed full-time employees who refuse full-time recall to the station from
32 which they were displaced shall be deemed to have resigned their positions from
33 the company and shall have their names removed from the seniority roster.
34
35 5. Displaced part-time employees who refuse part-time recall to the station from which they
36 were displaced shall forfeit any further recall to that station. Furloughed part-time
37 employees who refuse part-time recall to the station from which they were displaced shall
38 be deemed to have resigned their positions from the company and shall have their names
39 removed from the seniority roster.
40
41 6. Employee's furloughed/displaced from a location that is closing will be given the option
42 of selecting a new location for recall within the same classification. The new location is
43 chosen at the time the location closes and may only be changed if the employee is affected
44 in the same classification as a result of another location closing. Employees from closed
45 locations will be placed on the recall list for their new location, along with employee's

1 furloughed/displaced from the location, within classification, in seniority order. These
2 employees will also maintain all recall rights to the closed location.

3
4 7. Furloughed employees whose recall rights have expired shall be deemed to have
5 resigned their positions from the company and shall have their names removed from
6 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 reduction-
6 in-force and for no other reason. The Company shall not be liable for furlough
7 allowance where reductions-in-force are the result of an act of God, war emergency,
8 revocation of the Company's operating certificate, a grounding of company aircraft,
9 or any strike or picketing.

10
11 2. Full-time and part-time employees who have completed twenty-four (24) consecutive
12 months of service, will receive furlough allowance at the rate of one (1) weeks' pay
13 for each completed year of service, with a maximum allowance of fifteen (15) weeks.
14 A day of furlough allowance is computed on the basis of the employee's regular
15 hourly rate multiplied by the number of regular hours scheduled at the time of
16 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 employee's
24 final paycheck or the employee's final furlough allowance payment. Vacation days taken in
25 advance of accrual will be deducted from the employee's final paycheck. Sick bank days are
26 not paid.

27
28 C. On-line travel benefits extend for **two (2) years** following the effective date of furlough.
29 Furloughed employees are not eligible for transportation on other airlines and companion pass
30 travel is not available during furlough.

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

35
36 E. Medical/Dental and Life Insurance Benefits

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

41
42 2. **Furloughed employees are responsible to continue payment of the employee's**
43 **portion of the cost of applicable medical/dental and life insurance during the**
44 **extension periods as described in item E-1 above.**

1 F. Voluntary Furlough

2
3 Eligibility

- 4
- 5 1. Full-time and part-time employees are eligible to apply for voluntary furloughs when
 - 6 there are employees currently possessing recall rights to the location, or during a
 - 7 displacement process.
 - 8
 - 9 2. Voluntary furloughs awarded by the Company will be awarded in Seniority Date order
 - 10 within the location. An employee requesting voluntary furlough will be advised that
 - 11 the possibility of recall to their position depends on the availability of an open position,
 - 12 their relative seniority, and the duration of their recall rights. For greater certainty,
 - 13 employees affected by a reduction in force are not eligible for voluntary furlough.
 - 14

15 Conditions

- 16
- 17 3. Employees awarded a voluntary furlough will:
 - 18
 - 19 (a) be placed on furlough and will retain recall rights for a period of five (5) years to a non-
 - 20 premium position (premium positions are defined as Station Lead or PCSC), at the
 - 21 location from which they were furloughed;
 - 22 (b) accrue Seniority Date seniority for a period of five (5) years from the effective date of
 - 23 furlough;
 - 24
 - 25 (c) accrue Pay Date Seniority for a period of ninety (90) days from the effective date of
 - 26 furlough;
 - 27
 - 28 (d) be eligible for system transfers. Employees who are awarded system transfers to other
 - 29 locations will relinquish recall to the former location from which they took voluntary
 - 30 furlough;
 - 31
 - 32 (e) be eligible to bid for positions posted through the Internal Job Posting system. Employees
 - 33 on a voluntary furlough who are awarded an Internal Job Posting position will relinquish
 - 34 recall rights to their former classification and location;
 - 35
 - 36 (f) not be entitled to any furlough allowance;
 - 37
 - 38 (g) not be eligible to submit a request for a voluntary furlough for a period of twelve (12)
 - 39 months from the effective date of return to work from a previous voluntary furlough
 - 40 status;
 - 41
 - 42 (h) receive payment for, or have applicable deduction for vacation;
 - 43
 - 44 (i) continue to be responsible for the employee's portion of applicable medical/dental and
 - 45 life insurance premiums for a period of ninety (90) days. The Company will continue to

1 pay the Company's portion of the cost of the applicable medical/dental and life insurance
2 for a period of ninety (90) days;

- 3
4 (j) receive on-line travel benefits for a period of two (2) years following the effective date of
5 furlough for employees and eligible family members. These employees are not eligible
6 for travel benefits on other airlines and companion pass travel is not available during
7 furlough.
8

9 Recall

- 10
11 4. Employees on voluntary furloughs will be placed at the bottom of the appropriate
12 recall list for the location.
13
14 5. Employees may be recalled from a voluntary furlough if the needs of the company
15 dictate, in inverse order of seniority. Employees who refuse recall from voluntary
16 furlough will be deemed to have resigned from the Company and have their name
17 removed from the seniority roster.
18
19 6. Employees accepting recall to another location will relinquish recall rights to the
20 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 Labour Code
28 (or in the case of paternity leave, the applicable provincial statute) and administered in
29 accordance with Company policy. In circumstances where Company policy and the Canada
30 Labour Code differ, the more favourable to the employee shall apply. Non-legislated leaves
31 will be administered in accordance with the collective agreement. The terms and conditions
32 of the leave must be described in writing and provided to the employee at the onset of the
33 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 duty
40 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.

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 such
6 employment, be granted an indefinite unpaid leave of absence by the Company. Such leave
7 will not affect the seniority status of the employee and all employee benefits will continue in
8 effect during the leave including medical, dental, insurance, travel and pension. The employee
9 shall provide ten (10) days' notice to the Company of his intention to return to work following
10 Union Leave.
11

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

19 Approved leaves will be for a period of not more than ninety (90) days. Extensions will be
20 considered when accompanied by further written request supporting the need for such an
21 extension to maximum total period of one (1) year. Any employee who remains on leave
22 status in excess of one (1) year may be deemed to have resigned his position, and removed
23 from the seniority roster. However, the employee's specific circumstances shall be considered
24 in making this determination.
25

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

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

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

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

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

1 benefits. Employees granted a political leave must give thirty (30) days' notice of intent
2 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 status
7 upon request or does not return upon completion of the approved leave, will be deemed to
8 have resigned and his name will be stricken from the seniority roster.

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 per month with a maximum annual accrual of 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. This
6 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 bank:
21

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 * For use in calculating sick leave deductions where part-time employees have shift traded to use
23 more hours than their scheduled shift.

24
25 3. Notwithstanding Paragraph B.2 above, part-time employees with regularly
26 scheduled shifts of less than three (3) hours will have one (1) sick leave day
27 deducted from their sick leave bank when absent for their regularly scheduled shift.
28

29 C. New employees will be credited with 2.5 days (20 hours) of sick time after completing
30 ninety (90) active workdays.

31
32 D. An employee reporting off work sick is required to notify his supervisor (or designee) of
33 the unscheduled absence as far in advance as possible, but no later than one hour prior to
34 their shift start time. Employees will not be compensated when unscheduled absences are
35 not reported within the established timeframes.

36
37 E. The Company reserves the right to require a medical certificate (doctor’s note) for any
38 illness/injury absence. When a medical certificate is required, the employee must submit
39 the medical certificate to the Company within fourteen (14) calendar days from the date

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

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

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

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

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

11 Thanksgiving Day

12 Remembrance Day

13 Christmas Day

14 Boxing Day

15
16 The following holidays will be observed on the actual holiday: New Year’s Day, Canada
17 Day, Remembrance Day, Christmas Day and Boxing Day. Other holidays listed above
18 will be observed on the date established by the government.

19
20 B. When a full employee complement at any location is not required on a holiday, the day off
21 will be offered on a Seniority Date basis within the classification and duty assignment.
22 Based on the needs of service, the Company may consider individual shift starting and/or
23 ending times as a determining factor in offering the Holiday off. Requests for the day off
24 must be received at least fourteen (14) but not more than thirty (30) calendar days prior to
25 the holiday and will be awarded a minimum of seven (7) days prior to the holiday.
26 Additional days that become available less than seven days prior to the holiday will
27 continue to be awarded in seniority order based on the original requests. Where all original
28 requests properly submitted as described above have been awarded, additional Holidays
29 off may be offered based on earliest request time.

30
31 C. In 1999, each employee covered by this agreement will select either Holiday Option I or
32 Holiday Option II as defined below, and each employee’s selection shall remain in effect
33 for the duration of the first agreement reached between the Company and the Union
34 representing Canadian employees.

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

1 1. Holiday Option I.
2

3 Each employee will receive holiday pay for holidays at his regular rate of pay,
4 excluding shift premiums. Holiday pay is applicable as follows:
5

6 a. For full-time employees holiday pay will be equal to eight (8) hours of
7 pay.
8

9 b. For part-time employees scheduled to work, holiday pay will be equal to
10 the number of paid hours the employee was scheduled to work. For part-
11 time employees not scheduled to work, holiday pay will be equal to the daily
12 average of regularly scheduled paid hours for the week.
13

14 c. Employees will receive time and one-half (1 ½) for regularly scheduled
15 hours worked on a holiday.
16

17 d. All overtime hours worked on a holiday that qualify for overtime premium
18 will be paid at the double time rate.
19

20 e. If a holiday falls within an employee's vacation period, he will receive
21 holiday pay or, with thirty (30) days written notice to the Company, he may
22 extend his vacation by the applicable number of holiday(s) in lieu of holiday
23 pay.
24

25 2. Holiday Option II.
26

27 Each employee will accrue a holiday vacation day provided the employee is on
28 active pay status **on the day of** the holiday. This provision will be applied as
29 follows:
30

31 a. Holiday vacation days will be bid in advance, in full week increments, after
32 all regular vacation bidding has been completed.
33

34 b. A full-time Holiday vacation day is equal to eight hours.
35

36 c. A part-time Holiday vacation day is equal to the daily average of the
37 employee's regularly scheduled paid hours for the week in which the holiday
38 vacation is taken.
39

40 D. Employees on Option I are only permitted to shift trade with other employees on Option
41 I and employees on Option II are only permitted to shift trade with other employees on
42 Option II on 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 use in the
7 following calendar year. Employees must be employed for one year with at least six (6)
8 months of equivalent full-time service to be eligible for their first vacation.

9
10 B. **Following** the employee’s first calendar year of service, the number of vacation days
11 earned each year increases as the employee begins the following years of service:
12
13

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

14
15
16 C. To be eligible for vacation accrual for the month, an employee must be on active pay status
17 for the majority of days in the calendar month.

18
19 D. Employees will record their regular rate of pay, excluding shift premiums for vacation taken
20 during the year:

- 21
- 22 1. For full-time employees a vacation day will be equal to eight (8) hours of pay.
 - 23 2. For part-time employees, the vacation day will be equal to the number of the
24 employee’s paid hours for which the employee was scheduled to work.
 - 25 3. For part-time open-time employees vacation pay for each vacation day during the
26 vacation period will be equal to the daily average of the paid hours scheduled the
27 previous week.
28
29
30

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

37 F. Vacations will be bid for the full calendar year and must be posted and bid by December
38 15th of the prior year. Vacations will be posted with all weeks beginning on Mondays and
39 will be bid on a single round basis. After all full weeks of accrued vacation have been bid,

1 a second round of bidding will be conducted for those employees that have chosen Holiday
 2 Option II to bid their two (2) additional weeks of holiday vacation days.

3
 4 G. Awarded vacations periods will be scheduled consecutive with the employee’s regularly
 5 scheduled days off. These vacation periods will be assigned before or after the scheduled
 6 days off, so that the majority of the vacation days fall during the week that was awarded in
 7 accordance with the chart below.

8
 9 X denotes scheduled days off
 10 V denotes vacation days
 11

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

12
 13
 14 Scheduled days off for an open-time employee while on an awarded vacation period will be
 15 same days off as in the previous week. Opentime employees may have less than two (2)
 16 scheduled days off in a workweek as a result of this provision. However, the Company will
 17 ensure that each opentime employee will be scheduled for four (4) scheduled days off in a
 18 two-week pay period.

19
 20 H. Unused vacation may not be carried over into the following year or paid out, unless the
 21 employee’s vacation was cancelled due to operational necessity and approved by the
 22 employee’s manager. If an employee terminates before accrued vacation is used, the
 23 employee will be paid out all unused accrued vacation on termination in accordance with
 24 statutory requirements.

25
 26 I. Trading of vacation periods between employees is not permitted. Canceling a vacation period
 27 when not simultaneously awarded another vacation period is not permitted.

28
 29 J. Agents transferring to a different station or different vacation bid area or part-time employees
 30 awarded permanent full-time vacancies or full-time employees awarded part-time vacancies
 31 shall be allowed to reschedule their vacation period(s) to available vacation weeks if their
 32 previous bid vacation periods are not available. If sufficient vacation weeks are not available,
 33 the Company will designate additional vacation weeks sufficient to accommodate the
 34 employee’s remaining vacation weeks.

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

1 **Article 15 – Probation**

- 2
- 3 A. An employee shall be on probation for the first **one-hundred (100)** 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 all
- 9 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 accrual
- 13 will be retroactive.
- 14
- 15 **E. Probationary employees are eligible to participate in shift trades but only to the extent**
- 16 **of swapping and/or picking up shifts (cannot trade off, but can trade on) and only after**
- 17 **completing training and only with approval of a manager or designee.**

1 **Article 16 – Uniforms**

2
3 Employees are required to wear a uniform while on duty in compliance with Company uniform dress
4 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 credit of
14 **two hundred and fifty dollars (\$250.00USD)** on January 15th of each year, which is to
15 be used exclusively with approved Company vendors. Employees shall be permitted to
16 roll-over their unused uniform credit from year to year up to a maximum balance of **five**
17 **hundred dollars (\$500.00USD)**. Employees will not be paid out for any remaining
18 uniform credit under any circumstances.

19
20 D. Employees may purchase uniform pieces in addition to the required basic issue at their own
21 expense at any time.

22
23 E. Uniform pieces, which are damaged beyond repair by aircraft fluids, cargo, cargo bins, etc.,
24 will be replaced with the Company paying the full cost of replacement.

25
26 Employees who lose uniform pieces or damage uniform pieces as a result of improper
27 care/maintenance or cleaning or as a result of not wearing protective clothing will be
28 responsible to pay for replacement pieces.

29
30 The Company will reimburse the employee for reasonable and approved alterations, such as
31 hemming, shortening of sleeves, taking in the waist etc. Alterations cannot change the design
32 of the uniform.

33
34 F. Uniform account balances for employees who are furloughed will be frozen. Payroll
35 deductions will resume when the employee is recalled to active service.

36
37 G. Employees who terminate or resign are required to pay the outstanding uniform account
38 balance to the Company.

39
40 H. The Company will determine the required basic uniform items.

41
42 I. Optional uniform pieces may be purchased by employees. Payment for optional uniform
43 pieces will be a one-time lump sum payroll deduction.

44
45 J. Protective clothing will be provided by the Company as follows:
46

- 1 1. With the exception of employees entering the bargaining unit after ratification of this
2 Agreement, a winter coat/parka (or an all-weather coat, in the case of PCSRs and PCSCs)
3 will be provided to each employee at the Company's expense. A winter coat/parka will
4 be replaced for each employee every five (5) years, at the employee's request.
5
- 6 2. Rain gear is provided to employees assigned to the ramp.
7
- 8 3. Ear protectors are provided to and must be worn by employees assigned to positions
9 exposed to aircraft noise.
10
- 11 4. Kneepads are provided to employees assigned to the ramp in an aircraft
12 loading/unloading capacity.
13
- 14 5. Articles of protective clothing damaged by aircraft fluids, cargo, cargo bins, etc., will be
15 replaced by the Company. Articles of protective clothing lost or damaged by the
16 employee will be replaced by the employee.
17
- 18 6. Employees transferring outside the bargaining unit or who terminate or resign are required
19 to return all articles of protective clothing to the Company.
20
- 21 K. The Company reserves the right to utilize vendor-provided uniforms and laundering. In the
22 event the company adopts a vendor uniform system sections A and F will no longer be
23 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, are on
6 Shift 1. There is no shift premium paid for work beginning at or after 0600, but before
7 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 **60**
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 **70**
15 cents per hour.
16

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

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

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

15
16 It is understood that officials of either party having responsibilities under this procedure may
17 delegate those responsibilities to another authorized representative.

18
19 The Local President, or other accredited representatives of the Union shall be permitted at any
20 time to enter departments or facilities of the Company for the purpose of investigating
21 grievances and disputes after contacting the Company representatives in charge and advising
22 the purpose of their visit.

23
24 B. Grievance Steps

25
26 The procedure for the presentation and adjustment of disputes or grievances that may arise
27 will be as follows:

28
29 Oral Step

30
31 Any employee or group of employees who believe that any provision of this Agreement has
32 not been properly applied or interpreted, may orally present the grievance to their immediate
33 manager within five (5) days of the occurrence that leads to the grievance. The manager shall
34 give an oral decision to the employee(s) within twenty-four (24) hours of the discussion.
35 Employees may be accompanied by an accredited representative of the Union at this step.
36 Oral step decisions are non-precedential.

37
38 Step 1

39
40 If the employee is not satisfied with the verbal decision of the employee's immediate manager,
41 the matter, through the union's grievance representative, must be reduced to writing on a
42 standard grievance form and given to his General Manager within five (5) days of the verbal
43 decision. The General Manager will render a decision in writing to the employee within
44 fifteen (15) days of receipt of the grievance, and a copy of the decision will be provided to the
45 accredited representative of the Union. Step 1 decisions are non-precedential.

1 Step 2

2
3 If no satisfactory adjustment is reached in the previous Step, the grievance may be appealed
4 with or through the union’s grievance representative within fifteen (15) days of the receipt of
5 the Step 1 decision to the Customer Service Director. The Customer Service Director may, at
6 his discretion, establish hearing dates to assist in the timely resolution of such grievances. The
7 Customer Service Director will render a decision in writing within fifteen (15) days of receipt
8 of the appeal, giving the reason(s) for their decision. Where hearings are held, the Customer
9 Service Director will render a decision in writing within fifteen (15) days of the date of the
10 hearing giving the reason(s) for their decision.

11
12 Step 3

13
14 If no satisfactory adjustment is reached in the previous step, the decision may be appealed to
15 Arbitration by presenting it through the Local President, or his designee. The written appeal
16 must be submitted by the Local President, or his designee to the Vice President - Labor
17 Relations, or his designee, within thirty (30) days of the receipt of the Step 2 decision.

18
19 Prior to a grievance being referred to arbitration, by mutual agreement, the parties may request
20 the assistance of the Federal Mediation Conciliation Services in order to find a resolution
21 suitable for both parties.

22
23 In addition, the parties may, by mutual agreement, explore the possibility of using an
24 expedited arbitration.

25
26 C. Issuance of Discipline

27
28 No employee who has successfully completed his probationary period will be disciplined
29 to the extent of loss of pay or discharge without being advised in writing of the reason(s)
30 therefore.

31
32 D. Disciplinary Grievances Other Than Discharge

33
34 In cases of discipline other than discharge, the non-probationary employee may request a
35 hearing at the Step 1 level. The request for a hearing must be submitted with the written
36 grievance.

37
38 The hearing will be scheduled within fifteen (15) days of the General Manager's receipt of the
39 grievance. The General Manager will render a decision in writing to the employee within
40 fifteen (15) days of the hearing, and a copy of the decision will be provided to the accredited
41 representative of the Union, and thereafter Steps 2 and above shall apply. Step 1 decisions
42 are non-precedential. The time frame described in this paragraph is an exception to the normal
43 time frames within Step 1.

1 E. Discharge Grievances

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9

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

10 F. Remedy

11
12
13
14
15
16

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

17 G. Time Limits

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19
20
21
22
23
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27

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

28 H. Hearings

29
30
31
32
33

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

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

34
35
36
37 I. Union Activity

38
39
40

No employee selected as Unit President, designee or officer of the Union will be 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 and
25 upon any employee or employer affected by it.
26
27 3. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable and
28 in reaching his decision shall be bound by the terms and provisions of this Agreement.
29
30 4. The arbitrator shall not have the power to alter or amend any of the provisions of this
31 agreement.
32 5. The parties and the arbitrator shall have access to the employer’s premises to view
33 working conditions, machinery or operations which may be relevant to the resolution
34 of a grievance.
35
36 6. Each of the parties shall pay one-half of the remuneration and expenses of the arbitrator,
37 including the expenses of a court reporter if mutually required and any other reasonable
38 arbitration expenses as mutually agreed to.
39

40 C. Each of the parties shall assume the compensation, travel expenses and other expenses of
41 the witnesses called or summoned by it. Required leaves of absence shall be granted to
42 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 In consultation with the Union, the Company may undertake a periodic review of coverage.

7
8 The level of coverage provided will be the same for both full and part-time employees.

9
10 Continuation of employer paid coverage during legislated leaves of absence will continue for
11 the duration of the leave. Employee paid mandatory coverage (long term disability and
12 emergency travel assistance) as well as optional coverage will be continued for the duration
13 of the leave with employees being given the option to either pay the premiums upon return to
14 work or pre-payment at the start of the leave.

15
16 Furlough benefits afforded to employees who have been furloughed will be in accordance
17 with Article 10.

1 **Article 21 – Pension**
2

3 **A. The Retirement Plan for Canadian Employees of US Airways, Inc. (the “DB Pension**
4 **Plan) was frozen as of January 1, 2018.**

5 **B. Effective January 1, 2018, covered full-time employees and part-time legacy US**
6 **Airways employees were eligible to join the American Airlines Canadian Pension**
7 **Plan (the “DC Pension Plan”) according to its terms.**

8 **C. Effective November 28, 2022 of the collective agreement, and, for greater certainty,**
9 **providing no retroactive effect, the Company and the Union agree to the following**
10 **DC Pension Plan terms, and the Company will amend the DC Plan to reflect these**
11 **changes:**

12 **(1) The Company will make a base contribution for each eligible covered Union**
13 **member at the rate of 3% of the member’s “Earnings”.**

14 **(2) A member is required to make contributions at a rate between 1% and 6% of**
15 **“Earnings” as selected by the member. If the member does not select a rate, the**
16 **default required member contribution rate is 3% of “Earnings”.**

17 **(3) In addition, the Company will make a matching contribution at the rate of 100%**
18 **of the member’s required contributions made to the DC Pension Plan, up to the**
19 **maximum of 6% of the member’s “Earnings”.**

20 **D. For greater certainty and clarity, there is no matching contribution from the**
21 **Company for voluntary contributions made by a member. There is no change to the**
22 **definition of “Earnings” in the DC Pension Plan and no change to the eligibility**
23 **requirements (including the waiting period).**

24 **E. Contributions are subject to the limits under the *Income Tax Act* (Canada) as**
25 **provided in the DC Pension Plan, and, for clarity, to the extent the *Income Tax Act***
26 **does not permit any further contributions (whether Company, member and/or**
27 **Company match), no further contributions will be made and no payment in lieu or**
28 **other amounts in lieu will be provided to the member/employee in such**
29 **circumstances.**

30 **F. The Company retains the right to amend the DB Pension Plan and the DC Pension**
31 **Plan over the course of the collective agreement as required to comply with Canadian**
32 **legislative requirements.**

1 **Article 22 - Safety and Health**

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

4
5 B. The Company, Union and employees will cooperate towards a prevention of work related
6 accidents.

7
8 Both the Union and the Company shall encourage employees to utilize the Safety Committee
9 for all unresolved safety related matters.

10
11 Both the Union and the Company shall cooperate in seeking resolutions to help reduce the
12 accident frequency and severity rates.

13
14 C. Employees injured while at work shall be given medical attention at the earliest possible
15 moment, and employees shall be permitted to return to work without signing any release of
16 liability pending the disposition of settlement of any claims for damage or compensation.
17 Such injured employees who are able to work will be allowed to obtain medical attention
18 without loss of time. It is the responsibility of the injured employee to report an injury to his
19 immediate supervisor during the work period in which the injury occurred, if physically
20 possible.

21
22 D. The Company will provide noise abatement ear protection to employees who work in areas
23 where they are required.

24
25 E. The Company will provide reasonable time off with no loss of pay for a designated Health
26 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 Customer
7 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 other
14 duty assignment within Customer Service. In the event the employee is unable to
15 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 the
19 employee's return date.
20
- 21 D. The Company may schedule employees to attend training programs during their normal shift
22 when it is operationally possible.
23
- 24 E. The Company may reassign employees to different shifts and days off when required to attend
25 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 number
35 of actual classroom hours, excluding an unpaid meal period, at the applicable rate.
36
- 37 3. Part-time employees attending training on a scheduled workday or a scheduled day
38 off will be paid the number of actual classroom hours, excluding an unpaid meal
39 period, at the applicable rate.
40
- 41 G. Employees required to attend training away from the geographic location of their station are
42 compensated for travel time as outlined below. Travel time includes all scheduled flight
43 time; all required scheduled connecting time; and required waiting time from the conclusion
44 of training, excluding overnights. Employees are expected to take the first available and
45 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 minimum
9 hours they were scheduled for that day at the straight time rates. If the travel time plus
10 actual classroom time plus any hours worked (excluding an unpaid meal period)
11 exceeds the employees' regularly scheduled hours up to eight (8) hours in a day, they
12 will be compensated at the straight time rates. If the travel time plus actual classroom
13 time plus any hours worked (excluding an unpaid meal period) exceeds eight (8)
14 hours, travel time will be compensated at time and a half (1 ½) rates.
15
- 16 3. Employees required to travel on a scheduled day off will be compensated for travel
17 time at the applicable rate.
18

19 H. Meal Per Diem Payments
20

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

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

27 1. Breakfast - **\$12.50**
28

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

32 2. Lunch - **\$17.50**
33

34 3. Dinner - **\$35.00**
35

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

40 A. Lodging
41

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

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 forty-
5 five (45) percent of the total Customer Service work force calculated on a system-wide basis in
6 Canada.

7

8 The Company will not regularly schedule part-time employees within the same duty assignment
9 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 conditions
6 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 changed
11 during the term of Agreement, except to conform with a change in the amount of regular
12 dues of the Union uniformly required of all members in accordance with its constitutional
13 provisions and bylaws.
14
- 15 C. Membership in the Union shall be available to any employee eligible under the constitution
16 and bylaws of the Union on payment of the initiation or reinstatement fees uniformly
17 require of all other such applicants by the Union. This payment may be waived by the
18 Union.
19
- 20 D. Deductions shall commence on the payroll for the first day of the calendar month following
21 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 not,
26 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 termination
33 of employment, there shall be no obligation on the Company to collect check-off
34 deductions until all such other deductions (including money claims of the Company and
35 Credit Union) have been made, and such obligation to collect check-off deductions shall
36 not extend beyond the pay period in which the employee’s last day of work occurs.
37
- 38 G. The Company will remit to the Union representative who will be designated by the USW
39 Local 1976 President one check in payment of all check-off deductions collected as soon
40 after the payday on which deductions were made as practicable and within thirty (30) days.
41 The Company remittance of such deductions to the designated representative of the Union
42 will be accompanied by two (2) copies of a list which includes (1) names, (2) employee
43 clock numbers, (3) location numbers and (4) individual amounts deducted.
44
- 45 H. The Company shall not be responsible financially or otherwise either to the Union or to
46 any employee, for any failure to make deductions or for making improper or inaccurate
47 deductions or remittances. However, in any instance in which an error occurs in the amount

1 of any deduction from an employee's wages, the Company shall adjust it directly with the
2 employee.
3

4 In the event of any mistake by the Company in the amount of the remittance to the Union,
5 the Company shall adjust the mount in a subsequent remittance.
6

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

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

17 K. The Company, when preparing T-4 Slips for the employees will enter the amount of Union
18 Dues paid by the employee during the previous year.

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 records
5 when properly requested in writing by the employee. Management reserves the right to be
6 present when employee personnel records are reviewed. This review may be accomplished
7 prior to any grievance hearing and copies of relevant documentation will be provided.
8

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

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

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

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

22 C. **The Company agrees to provide access to an electronic copy of this Collective**
23 **Agreement to all employees. A limited number of copies will be made available at each**
24 **station.**
25

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

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

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

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

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

- 1 I. Employees who renew a RAIC badge, **D or DA license (if required)** at a station shall be
2 permitted to complete the renewal process during their regularly scheduled shift if the
3 RAIC office is open during those shift hours. If an employee's regularly scheduled shift
4 is other than when the RAIC office is open, the employee shall be paid at straight time rates
5 for the time required to process the application during their off-duty hours.
6
- 7 **J. When an employee is required by the Company to travel abroad, the Company will**
8 **reimburse for, vaccinations, medical tests, Visas, and work permits, through the**
9 **company's expense system.**

1 **Article 27 – Compensation**

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

4

Years of Pay Seniority Completed	DOS	DOS + 1 year
		2.50%
0	\$18.75	\$19.22
1	\$19.50	\$19.99
2	\$20.50	\$21.01
3	\$21.50	\$22.04
4	\$22.50	\$23.06
5	\$24.48	\$25.09
6	\$25.59	\$26.23
7	\$26.50	\$27.16
8	\$28.00	\$28.70
9+	\$31.32	\$32.10

5
6
7 B. CSLs, RSLs, and Premium Customer Services Coordinator, will receive **\$2.00** per hour
8 above the applicable Agent rate.

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

19 **F. Flexible Starting Rates**

20
21 1. **In the event that the Company, in its sole discretion, finds that its starting pay**
22 **rate (YPS completed 0) as specified in this Article, is non-competitive with**
23 **local market starting rates for similarly situated jobs, the Company may hire**
24 **applicants in any classification at any station at rates of pay higher (e.g. YPS**
25 **completed 1 or 2) than the starting rate through the maximum hourly rate**
26 **specified in paragraph A in this Article. As market conditions change, the**

1 **Company may, in its sole discretion, change its designated starting rate. Such**
2 **designated starting rate may be higher or lower than previous designated**
3 **starting rates; however, such starting rate may not be lower than the starting**
4 **rate (YPS completed 0) nor higher than the maximum hourly rate in**
5 **paragraph A of this Article. The company will advise the Union before**
6 **increasing or decreasing the designated starting rate in accordance with this**
7 **provision.**

8
9 **2. In those stations where higher starting rates of pay are designated in**
10 **accordance with this Article, all employees in that classification(s) at that**
11 **station who are receiving less than the new designated starting rate of pay will**
12 **have their rate of pay concurrently increased to the new designated higher**
13 **starting rate for that classification(s) in that station.**

14
15 **3. An employee receiving a flex rate of pay will remain at that pay step on the**
16 **pay scale until such time that his seniority reaches a point that would allow**
17 **him to advance to the next step.**

18
19 **4. An employee who transfers to or from a station which has an adjusted starting**
20 **rate of pay for his classification will have his rate of pay adjusted upward or**
21 **downward to conform to the rate of pay received by an employee with the same**
22 **pay seniority at his new station. Such adjusted rate may not be less than the**
23 **starting rate in paragraph A of this Article (YPS completed 0) nor higher than**
24 **the maximum hourly rate in the applicable pay scale.**

25
26 **5. It is understood and agreed that the effective dates of the step increases and**
27 **other changes in pay rates are determined by the employee's pay seniority.**

1 **Article 28 – Duration**

2
3 Except as otherwise noted, this Agreement shall become effective **November 28, 2022** and shall remain in
4 full force and effect until its amendable date, **November 27, 2024** and shall then renew itself without change
5 until the date by which each succeeding twelve (12) month period thereafter is completed (“Subsequent
6 Amendable Dates”), unless written notice of intended change is served in accordance with Canada Labour
7 Code, as amended, by either party hereto at least sixty (60) days prior to and within four (4) months of the
8 Initial Amendable Date or Subsequent Amendable Dates.

9
10 In witness whereof, the parties have signed this Agreement this **28th** day of **November, 2022**.

11
12 United Steelworkers American Airlines, Inc.

13
14 **Troy Lundblad** **Lynn Vaughn**
15 United Steelworkers American Airlines, Inc.

16
17 Manuel D’Souza **Robert Jones Jr.**
18 United Steelworkers American Airlines, Inc.

19
20 Kurtis McGibbon **Robert Weston**
21 United Steelworkers American Airlines, Inc.

22
23 Licia D’Ambrosi **Ubon Mounivong**
24 United Steelworkers American Airlines, Inc.

25
26 **Alexandra Farley** **Francisco Javier Barreiro**
27 United Steelworkers American Airlines, Inc.

28
29 **Patrick McCambridge** **Donald Doskas**
30 United Steelworkers American Airlines, Inc.

31
32 **Jaime Hulme**
33 American Airlines, Inc.

34
35 **Jennifer Fantini**
36 American Airlines, Inc.

1 Letter of Agreement

2

3 Re: Vacation Bidding

4

5

6 **November 28, 2022**

7

8 Troy Lundblad

9 Staff Representative

10 United Steelworkers

11

12 Dear Troy,

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

Lynn Vaughn

28 Managing Director, Labor Relations

29

30

31

32

33 Accepted and Agreed:

34

35

36

37

Troy Lundblad

38 Staff Representative

39 United Steelworkers

40

Letter of Agreement

Re: Benefits

January 12, 2023

Troy Lundblad
Staff Representative
United Steelworkers

Dear Troy,

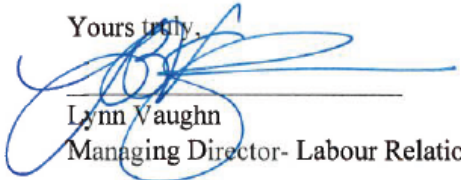
This Letter of Agreement (“LOA”) will serve to summarize our discussion in negotiations on October 11, 2022 regarding benefits as referenced in the collective agreement, Article 20.

The Company will maintain the current level and types of insurance coverage, subject to the following improvements.

- Starting on January 1, 2024:
 - Vision coverage for USW members will increase to \$300 every two years;
 - Eye exam reimbursement will increase to \$100 every two years; and
 - Health Care Spending Account will increase to \$300 per year, with a one-year allowable rollover to a maximum of \$600 in claims in any one year.


This LOA will become effective upon the ratification of the new Collective Bargaining Agreement (“CBA”) between the Parties and shall remain in effect for the duration of the new CBA. Your signature below confirms the USW’s agreement to the above terms.

Yours truly,



Lynn Vaughn
Managing Director- Labour Relations

Accepted and agreed:



Troy Lundblad
Staff Representative, USW