

EMPLOYER PROPOSALS
FOR CHANGES
TO THE
AIRCRAFT OPERATIONS GROUP
(COLLECTIVE AGREEMENT
CODE: 401
EXPIRING ON JANUARY 25, 2001

FEBRUARY 20,2001

Without prejudice, attached are Employer proposals for the Aircraft Operations bargaining unit.

The Employer reserves the right to present other proposals as well as counterproposals with respect to Association demands.

UNIVERSAL CLASSIFICATION STRANDARD

The Employer reserves the right to present proposals on any articles, clauses or memoranda in the collective agreement that will be impacted by the implementation of the Universal Classification Standard.

This includes, but is not limited to, rates of pay, pay administration, salary protection and allowances.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

Amend 2:01 (e)

- (e) a "**common-law spouse**" relationship is said to exist when, for a continuous period of at least one (1) year, an employee has lived with a person ~~of the opposite sex~~, publicly represented that person to be his or her spouse, and lives and intends to continue to live with that person as if that person were his or her spouse;

Amend 2:01 (q)

- (q) "leave means authorized absence from duty by an employee during his or her regularly scheduled hours of work.

ARTICLE 2
INTERPRETATION AND DEFINITIONS

New

“compensatory leave” means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, shipboard or special assignment duties, traveling time compensated at overtime rate, call-back, reporting pay and stand-by. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee’s hourly rate of pay as calculated from the employee’s classification on the day immediately prior to the day on which leave is taken (congé compensateur),

ARTICLE 4 INTERPRETATION OF AGREEMENT

Amend 4.01

4.01 The parties agree that, in the event of a dispute arising out of the interpretation of a clause or Article in this Agreement, such dispute shall in the first instance be referred to the parties who will meet within **30 working days** ~~a reasonable time~~ and seek to resolve the problem.

ARTICLE 12
TIME OFF FOR REPRESENTATIVES

Move this article into article 16

ARTICLE 13
ACCESS

Amend 13;01

13.01 The Employer agrees that access to its premises may be allowed to ~~permanent employees of the Union~~ **or representatives of the Union** for the purpose of interviewing a Union member.

ARTICLE 16

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

The Employer wishes to discuss article 16.

ARTICLE XX

EMPLOYEES ON PREMISIES OF OTHER EMPLOYERS

Add the following new article.

XX.01 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make reasonable efforts to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

ARTICLE 18
HOURS OF WORK

The Employer wishes to discuss article 18 hours of work.

ARTICLE 19

OVERTIME

Amend as follows:

In this Article:

"Overtime" means in the case of a full-time employee, authorized work performed in excess of the employee's **regularly** scheduled hours of work

ARTICLE 23
VACATION LEAVE

Delete 23.05

ARTICLE 25

OTHER LEAVE WITH OR WITHOUT PAY

Amend Maternity and Parental leave.

Language to follow.

**ARTICLE 26
DISCRIMINATION**

Amend 26.01

26.01 It is agreed that there shall be no discrimination with respect to an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, **sexual orientation**, membership or activity in the Union.

ARTICLE 28
SEVERANCE PAY

Amend 28.07 as follows:

The period of continuous employment used in the calculation of severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted severance pay, retiring leave or a cash gratuity in lieu of retiring leave. Under no circumstances shall the maximum severance pay provided under clauses 28.01 to 28.06 be pyramided

ARTICLE 29
EMPLOYEE PERFORMANCE REVIEW

Amend 29.01

29.01 An employee shall be given an opportunity to sign any formal review of his or her performance, ~~including the results of proficiency checks~~, and shall also be given an opportunity to sign all adverse reports pertaining to the performance of his or her duties.

ARTICLE 34
EMPLOYMENT REFERENCES

Delete this article.

ARTICLE 44

STANDBY

Amend 44.01

(h) An employee who is on standby and receives a call to duty or is required to respond to telephone calls or data line calls, may at the discretion of the Employer work at the employee's residence or at another place to which the Employer agrees, and receives compensation for time worked in accordance with this Article.

LETTER OF AGREEMENT (99-1)

Delete (99-1)

LETTER OF AGREEMENT (99-2)

The Employer wishes to discuss developmental training and education.