

COLLECTIVE AGREEMENT

between

BRITISH AIRWAYS PLC



and

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
(IAMAW)**

for

**LOCAL LODGES 16 & 2734
RICHMOND, BC & CALGARY, AB**



SEPTEMBER 1, 2021 - FEBRUARY 28, 2024

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PREAMBLE

This Agreement is made and entered into this **August 17, 2017** in accordance with the provisions of the *Canada Labour Code (Part 1)* by and between BRITISH AIRWAYS Plc, a company incorporated under the laws of England, as amended, (hereinafter referred to as "British Airways") and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, (hereinafter called the "Union").

In making this Agreement, the parties hereto recognise the objectives of promoting the safety and continuity of air transportation, providing orderly Collective Bargaining relations between British Airways and its employees and a method for prompt and equitable disposition of grievances and the establishment of fair salaries, hours of work and working conditions for the employees covered by the terms of this Agreement.

The parties hereto recognize that collaborative efforts towards achieving and sustaining efficiency and economy of operations will provide to the fullest extent possible, continued employment for all employees. It is understood and agreed that this can best be achieved by the following factors:

1. Maintaining harmonious relations between the parties;
2. By optimizing the utilization of manpower; and,
3. By avoiding inflexible work rules and outmoded procedures and inefficiency.

ARTICLE 1 – RECOGNITION

- 1.01** British Airways recognizes the IAMAW as sole Bargaining Agent for its Customer Service Agents in Vancouver and Calgary pursuant to the certificate of recognition issued by the *Canada Labour Relations Board* on the 8th of May 2009.
- 1.02** Hours of work, salaries and other conditions of employment as governed by this Agreement, apply only to British Airways employees employed by British Airways, as outlined in Article 18 of this Agreement and to the Departments and Classifications, specifically mentioned herein and any other job classification which may hereafter be established by mutual agreement between the representatives of British Airways and the Union.
- 1.03** It is understood and agreed that the provisions of this Agreement shall be binding upon the successors or assigns of British Airways. In the case of consolidation or merger affecting rights of employees covered by this Agreement, representatives of British Airways and the Union will meet and negotiate for the protection of employees' seniority and other property rights.
- 1.04** All duties associated with the classifications stated herein shall be performed solely by employees covered under this Collective Agreement. Management and supervisory staff shall be exempt from this provision in the event of an emergency or unplanned situation which calls for immediate action.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** Subject to the provisions of this Agreement, the Union recognizes that British Airways shall have sole jurisdiction of the management and operation of its business, the direction and scheduling of its work force, the assignment of jobs within the Bargaining Unit, the right to determine the extent to which the operation shall be continued, and the right to change methods or processes and to use new equipment. It is further understood that British Airways retains the right to hire, as well as other usual Management rights including the right reasonably exercised to suspend, demote, discharge for just cause, to sub-contract work, to transfer and to lay-off because of lack of work or other legitimate reasons.
- 2.02** For clarity, the Company agrees to provide the Union with a minimum of ninety (90) calendar days notice in writing prior to proceeding with any decision to engage a third party contractor to perform all or part of its customer service requirements at the Vancouver and/or Calgary airport locations. Following any such notice, and upon request, the Company will meet with the Union to answer any reasonable questions and give the Union the opportunity to comment upon intended contracting out.
- 2.03** Any employee who may be permanently laid off as a result of a decision of the Company to provide customer service at the Vancouver and/or Calgary airports through means other than the

employment of Bargaining Unit employees shall be limited in his or her rights to any unpaid wages, vacation pay and to the employee's entitlement to notice of termination pay or pay in lieu of notice and severance pay under the *Canada Labour Code* and no other notice or payment of any kind whatsoever shall be required.

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

2.05 Orders or notices to an employee involving a promotion or demotion, suspension or discharge, shall be given in writing to the employee and a copy will be furnished the Union.

ARTICLE 3 - UNION COMMITTEES

3.01 British Airways recognises the right of the Membership to elect a Union Committee in the locations covered by this Agreement mentioned below.

3.01.1 British Airways will recognise and Bargain with the Union Committees on any matters properly arising from time to time during the term of the Agreement and the said Committees will cooperate with British Airways in the administration of this Agreement.

- 3.02** For the purposes of renegotiating this Collective Agreement the Union will form a Negotiating Committee consisting of the Union Chairperson, one Member from Vancouver and one Member from Calgary.
- 3.03** It is mutually agreed between the parties hereto that representatives of British Airways and the Union Committees shall meet on the third Wednesday of each month, providing there is business for their joint consideration or at such other times as may be mutually agreed. Necessity for meeting will be indicated by letter seven (7) calendar days in advance of the proposed meeting from either party to the other. The letter shall contain an agenda of the subjects for discussion.
- 3.04** The Union shall have the right to have International Representatives of the IAM present at any meeting of British Airways Representatives with the Union Committee.
- 3.05** It is agreed that the Union, within thirty (30) calendar days after the signing of this Agreement, will notify British Airways in writing, of the names of their Committee Members. The Union further agrees to notify British Airways of any changes in their Committees, in writing.
- 3.06** Union Representatives attending negotiations will attend such meetings on Company time on a straight time basis with no overtime payment to be made. Union Representatives will advise

Section/Department Heads of times and dates of meetings for negotiations.

ARTICLE 4 – UNION STEWARDS

- 4.01** British Airways recognizes the right of the Membership to select two (2) Stewards at each of the Vancouver and Calgary airport locations.
- 4.02** Grievances shall be investigated or settled by a Steward, only during normal working hours, at his regular rate of pay, provided that he shall not leave his job to investigate or settle a grievance until he has first obtained permission from his Department/Section Head or superior, which will not be unreasonably withheld.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01** All new employees coming within the scope of this Agreement shall be required to serve a probationary period of six (6) months continuous service with British Airways from the date of employment. Such probationary period may be extended by mutual agreement between the Union Committee and Management.
- 5.02** a) Employees, while serving their probationary period, may be discharged or disciplined at British Airways' option and such action shall not constitute a difference between the parties for the purposes of arbitration, but British Airways will advise the Union of such action, if taken.

- b) Employees shall not be entitled to seniority rights until their probationary period has been completed.

ARTICLE 6 - SENIORITY

6.01 Seniority shall mean the employee's service with British Airways, calculated from his latest date of joining the Company, within his classification, at the specific location where this Agreement is in force.

Staff outside the scope of this Agreement who transfer to a classification covered under this Agreement, will have a seniority date based on the date of assignment to that classification.

6.02 Seniority, qualifications and the ability to do the work required shall govern all employees classified herein (and such additional classifications as may be mutually agreed between British Airways and the Union) in the case of reduction in force and re-employment after release due to reduction in force. No employee shall be returned to work after a lay-off out of line with his seniority, without the mutual agreement of both parties to the Agreement. Before such action is taken British Airways agrees to discuss it with the Union Committee at one of its regular meetings, without prejudice to the Rights of Management, as defined in Article 2 hereof.

In the selection of employees covered by this Agreement, for advancement or promotion for permanent vacancies, the decision shall rest with the Company provided that in the case of employees with equal ability the employee possessing the greater classification seniority shall be given preference. An employee will not be disqualified for a position if the sole reason is that through no fault of his own, he had not received the necessary training.

- 6.03** In the event of a reduction in force calling for demotion and/or lay-off, the following procedure will be followed:

Subject to the provisions of 6.02 above, the least senior employee appointed to the classification in which the reduction in force is necessary, shall be declared redundant in that job.

- 6.04** An employee who is re-classified or promoted will be given an appropriate training period and hence given a minimum of thirty (30) days in his new classification to demonstrate his ability to perform the job in a satisfactory manner, and if he fails to give satisfaction in the new classification, will be told the reasons, in writing, why he is not considered suitable for retention in that job.
- 6.05** Employees promoted to supervisory or administrative positions, not covered herein, will retain and accrue seniority in the classification from which promoted for a maximum of six (6) months, however, they may exercise the right to

displace only in the event their work does not prove satisfactory, reduction in force or an elimination of position.

- 6.06** Seniority need not, in any respect, govern assignments to temporary duty field service or special assignment duty or to temporary positions in higher paid classifications of less than thirty (30) calendar days.
- 6.07** An employee who has completed his probationary period and is laid-off due to a reduction in force shall retain his seniority during such lay-off for a period not exceeding his previous service up to a maximum of twenty-four (24) months. An employee who has completed his probationary period and is demoted due to a reduction in force shall retain his seniority in the classification from which demoted. An employee to be laid-off must exercise seniority in the classification in which he holds seniority, by advising the Personnel Department of British Airways in writing seven (7) calendar days from the receipt of his lay-off notice. In the event he does not exercise such seniority he forfeits same. A laid-off or demoted employee shall be recalled to the classification from which he/she was laid-off.
- 6.08** An employee laid off shall file proper addresses with British Airways at the time of lay-off, and any subsequent change of address. An employee will be notified of recall by Registered Mail or courier and must notify British Airways within seven (7) days, the date he will report for duty. An employee

who fails to give such notice or who fails to return to duty within fifteen (15) days shall lose all rights to recall.

6.09 An employee shall forfeit all seniority rights when he/she:

- a) Resigns from the service of British Airways;
- b) Is discharged and such discharge is not reversed through the Grievance procedure;
- c) Is absent from work without permission for five (5) days unless such absence is justified; and,
- d) Fails, unless he has a justifiable excuse, to report for work on the first day following the expiration of a Leave of Absence or Vacation.

6.10 1) The Company shall provide all Union employees with a separate seniority list for Part-time and Full-time each six (6) months to enable each employee to verify their own seniority date. The employees will then be allowed sixty (60) calendar days in which to protest such list to the Union Committee Chairperson any omission or error affecting his seniority. The Union Committee Chairperson in turn shall verify the list and may protest in writing to British Airways within the prescribed period. After such process the list shall stand as correct from that time on.

- 2) Exception shall be made to this process for those employees on authorized Leave of Absence, Vacation or Sick Leave, who are not available during this period, but they must protest any error on the list within sixty (60) days of their return.
- 3) New employees hired on the same day shall have their standing on the seniority list decided by having their names drawn from a hat prior to them appearing on the seniority list for the first time.

The process shall be conducted by the Union and Company and the name out of the hat first shall receive the highest standing on the list and so on until the last name out being the lowest standing in their group.

- 6.11** A copy of the seniority list will be furnished to the Chairperson of the Union Committee who may subsequently, on request to the Personnel Department, have made available to him, the seniority status of employees covered herein.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01** It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. Both parties therefore, recognise that an employee having a complaint should inform his immediate Supervisor verbally, as quickly as possible, and attempt to resolve the problem. In the event that the Supervisor is

unable to resolve the problem, the employee should not consider that he has a grievance until he has given his Section Head an opportunity to adjust his complaint.

7.02 If such complaint or grievance is not settled to the satisfaction of the employee concerned within twenty-four (24) hours or within any longer period which may be mutually agreed upon, the employee may then invoke the following progressive Steps of the Grievance Procedure.

7.03 Step 1

An employee shall submit his grievance, in writing, through a Union Steward to his Branch Head or delegate, within seven (7) full work days after the grievance arises. Within five (5) work days, after receiving the grievance, the Branch Head or delegate shall hold a hearing and within ten (10) calendar days after the holding of the said hearing, he shall advise his decision, in writing, to the employee concerned and to the Union Steward.

Step 2

Should the employee and/or the Union consider that a just settlement has not been found they may, within five (5) calendar days from the date the decision was rendered in 7.03 Step 1, submit the grievance in writing to Human Resources. Human Resources shall hold a hearing with the employee and the Union Committee within five

(5) calendar days following receipt of the grievance. Within ten (10) calendar days thereafter, Human Resources shall advise the Company's final decision in writing to the employee concerned and the Union.

7.04 General 1

If the decisions as announced by British Airways' officials, under the Grievance Procedure Article 7, are not appealed within the time limits prescribed herein, the decision of British Airways' officials shall become final and binding. If the Company fails to make a decision within the time prescribed, the grievance shall be conceded. Time limits may be extended by written mutual agreement.

General 2

If, as a result of any hearing or appeal therefrom, as provided for herein, an employee is exonerated, he shall, if he has been held out of service, be reinstated without loss of seniority, vacation and holidays and he will be paid for such time lost in the amount which he would have ordinarily earned, had he been continued in service during such period, and his personnel record shall reflect such change.

General 3

At any such hearing or appeal, the employee concerned shall have the right to be present, accompanied by a Union Committee person.

General 4

The employee, Union Committee and British Airways may have any witnesses present who can give evidence on the matter in question.

General 5

Employees of British Airways who are involved in any hearing or appeal therefrom shall, without prejudice, be given Leave of Absence or sufficient time off work in order to permit them to appear as witnesses. Payment of basic salary for such Leaves of Absence or time off from work will be made by British Airways.

General 6

The provisions of the Grievance Procedure, Article 7, shall be applicable in the case of a grievance lodged by a group of employees.

General 7

Arbitration shall be applied in all grievances taken up through the Grievance Procedure which are not settled through such procedure, as herein provided.

General 8

An employee discharged, disciplined, or penalised for cause or alleged violation of British Airways' rules or regulations, shall have the right to lodge

a grievance in the manner and to the extent herein provided.

General 9

Whenever an employee is discharged or suspended, he will be given an opportunity of interviewing by a Steward or Committee Member before he is required to leave the British Airways' premises and the employee shall be so advised, provided that, if because of the nature of the offence it is necessary to require the immediate expulsion of an employee from British Airways' premises, then a Steward or Committee Member will be notified and he will be given an opportunity to interview the discharged or suspended employee at some convenient location. Should the Union protest the discharge or suspension of such an employee, as a grievance, it shall be handled at the Second Step of the Grievance Procedure and placed upon the agenda of the next meeting between the Union Committee and British Airways' Representatives.

General 10

In the event of a difference of opinion between British Airways and the Union, as to the interpretation of any Article or Clause in this Agreement, the matter may be referred by either party to Arbitration in the same manner as a grievance of any employee.

General 11

Grievances will be heard at the location where the grievor or Union initiated the grievance unless otherwise mutually agreed to by the parties hereto.

General 12

The Company shall, at all times, keep the Union advised of the specific person(s) in Management the Company assigns to each Step of the Grievance Procedure.

ARTICLE 8 - ARBITRATION

- 8.01** If, after exhausting the provisions of the Grievance Procedure, the Union is dissatisfied with the decision of the British Airways' officials, the Union may notify British Airways within twenty (20) calendar days of the receipt of the decision rendered in Article 7, paragraph 7.03 of the Grievance Procedure that Arbitration is desired.
- 8.02** The Arbitrator shall be selected by mutual agreement between British Airways and the Union within five (5) work days of receipt of the written statement required.
- 8.03** If the parties fail to select an Arbitrator, as provided in 8.02 above, either party, within five (5) work days thereafter, may request the Minister for Human Resources Development of Canada to appoint an Arbitrator.

- 8.04** Subject to mutual agreement between British Airways and the Union, the time limit provision in paragraphs 8.02 and 8.03 may be extended up to a maximum of fourteen (14) work days.
- 8.05** The fees and expenses of the Arbitrator shall be borne equally by the parties to the Arbitration.
- 8.06** The Arbitrator shall not have jurisdiction to change by his decision, in whole or in part, the provisions of this Agreement. The Arbitrator however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as, in his opinion, is just and equitable.
- 8.07** The proceedings of Arbitration will be expedited and the decision of the Arbitrator will be final and binding.

ARTICLE 9 – HOURS OF WORK AND SHIFT ARRANGEMENTS

Unless otherwise specifically addressed, and subject to the Canada Labour Code, nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week

9.01 Full-Time Employees

- a) The standard work week for full-time employees shall consist of forty (40) hours. The forty (40) hour work week can be made up in any of the following rotations:

- i) Five (5) consecutive eight (8) hour days followed by two (2) days off.
 - ii) Four (4) consecutive ten (10) hour days followed by three (3) days off.
- b) An employee who is scheduled to work a full-time working day shall take a thirty (30) minute paid meal break at a mutually agreeable time, having regard to operational requirements. Employees who do not receive their meal break during these times shall be paid at the rate of one and one half (1 1/2) times their regular hourly rate for (30).

9.02 Part-Time Employees

- a) Part-time shifts will be no less than four (4) hours and no more than seven (7) hours. Part-time employees will not be scheduled to work more than thirty (30) hours per week.
- b) Any scheduled part-time shift that is six (6) hours or greater will include a scheduled thirty (30) minute unpaid meal break at a mutually agreeable time, having regard to operational requirements. Employees who do not receive their meal break during these times shall be paid at the rate of one (1) times their regular hourly rate for thirty (30) minutes.
- c) Part-time shifts in excess of four (4) hours will have a fifteen (15) minute paid break at a mutually agreeable time, having regard to

operational requirements.

- d) Part-time employees will have a minimum of two (2) days off per week, consecutive days where possible.
- e) Employees will be guaranteed a minimum of sixty (60) hours per month.

9.03 General

- a) It is understood and agreed that the Union and Company will work together to try and make the schedules work to the benefit of both parties. Ultimately, the Company reserves its right to manage the operation.

Notwithstanding the above, should the Union submit a shift proposal as provided for in the Collective Agreement (e.g. 4/3 and 5/2) that, in the opinion of the Company:

1. Provides coverage equal to or greater than the Company's shift proposal; and,
2. Adds no additional cost or additional manpower (man months); and,
3. Meets all identified operational and Business Unit requirements.

The Company will not unreasonably withhold their agreement so long as all of the above criteria have been met.

- b) Scheduled Shifts will have a minimum of twelve (12) hours rest. This language will not apply when an employee changes his/her shift as a result of a new shift bid.
- c) The shift schedules will be posted and bid a minimum of twice (2x) a year. Any shift that becomes vacant for an anticipated period of more than sixty (60) calendar days between bids will be posted.
- d) The shifts will be posted a minimum of seven (7) days prior to bid commencing.
- e) Employees will bid the shifts in seniority order.

9.04 Employees who have been required to work fourteen (14) consecutive hours will be given a rest period of at least twelve (12) hours before being required to report to work again. In the event that this rest period extends into his regular work shift, the employee will be paid for such time lost at straight time rates. If an employee is required to return to work prior to receiving twelve (12) hours rest he will be paid at the applicable overtime rate until such time as he would have completed his twelve (12) hours rest. There will be no pyramiding of overtime, i.e., an employee cannot exceed the applicable overtime rate.

9.05 Normal rostered shifts will provide a period of twelve (12) hours off, measured between the scheduled end time of their previous shift and the

scheduled start time of their next shift. This language will not apply when an employee changes his/her normal starting times as a result of a new roster period..

ARTICLE 10 - OVERTIME

- 10.01** No employee shall be expected to work overtime against his wishes except in a case of emergency. Emergency is defined as an occurrence that is unforeseen and unplanned that has an adverse effect on the operation.
- 10.02** Employees required to work overtime will be advised as far in advance as possible.
- 10.03** a) All employees shall be compensated for all authorized overtime hours worked in excess of eight (8) hours at one and one half (1 1/2) times their regular rate for hours worked.
- b) Where an employee is required to work in excess of twelve (12) continuous hours, the hours beyond twelve (12) shall be paid or credited at double time.
- c) If an employee is called in to work overtime on his normal day off he shall receive one and one half (1 1/2) times his rate of pay for all hours worked.
- d) An employee who is called to work on his second or subsequent day off, will be paid double time for the hours worked.

Notwithstanding the foregoing, an employee who has declined the opportunity to work on his first scheduled day off or who has not worked on his first scheduled day off, will be paid at a rate of time and one half (1 1/2) only.

- e) Overtime will be offered to all employees on a rotational basis based on the order below:
- f) Lowest accumulated overtime hours within the current quarter.
- g) Seniority.
- h) Opportunity for employees to work overtime will be recorded as such, i.e. worked or declined.
- i) Employees who do not wish to be offered overtime can have their name removed from the callout list. This request must be made in writing.

10.04 a) Overtime will be recorded on a quarterly basis. After each quarter, all accumulated overtime hours will revert to zero (0). Should an employee work one hundred and four (104) hours of overtime in a quarter, the employee will be ineligible to work overtime, nor required to work mandatory overtime until the next quarter.

- b) Should an employee be by-passed for overtime, the Company will be required to pay

the overtime hours missed.

10.05 An employee who has completed his regular shift, has clocked out, and is then subsequently recalled to work, shall be paid at one and one half (1 1/2) times his regular hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement of a scheduled shift and continuing to the commencement of that shift.

10.06 1) Employees recalled to duty shall be credited with a minimum of four (4) hours. If the recalled employee is eligible for overtime on a time and one half basis he shall receive credit for the minimum of four (4) hours or the overtime credit at time and one half for the hours worked, whichever is the greater. Any call involving an additional round trip to work shall be considered a recall.

2) Employees recalled to duty within four (4) hours of completion of their regular shift shall be credited with overtime at the normal rate of time and one half until twelve (12) hours after the commencement of their original shift. Thereafter, they shall be paid at double time as provided in 10.02. 10.07 Where an employee is required to work a minimum of four (4) hours before or beyond his normal shift, he will be granted half an hour at the overtime rate in which to take a meal at a time convenient to work requirements.

- 10.07** The Company will provide full access to the Union to the overtime call-out log.
- 10.08** a) Credits in the CTO time bank cannot exceed eighty (80) hours.
- b) Any employee opting into the time bank cannot exceed eighty (80) hours of credit at any given time. After eighty (80) hours, all overtime pursuant to Article 10 will be paid out. Employees may liquidate time bank hours after they have accumulated thirty (30) hours, however, there shall not be any topping up of banked hours.
- c) For credit purposes, all overtime hours shall be converted to straight time hours.
- d) All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.
- e) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- f) All requests for CTO time off or payout must be in writing.

ARTICLE 11 - STATUTORY HOLIDAYS

11.01 The following statutory holidays will be granted as paid holidays to all employees covered herein and are as follows:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Truth Reconciliation Day
Thanksgiving Day	Christmas Day
Boxing Day	

Plus, two (2) personal floating holidays to be taken at a mutually convenient date within the Leave year.

- 11.02**
- 1) Employees for whom the holiday is by roster a normal work day, will be credited at the rate of time and one half (1 1/2) for hours worked in addition to a credit in accordance to the scheduled hours of work in lieu of compensatory time off.
 - 2) Employees who are not rostered on, but who are required to work on a Statutory Holiday, will be credited at the rate of time and one half (1 1/2) for hours worked in addition to a credit in accordance to the scheduled hours of work in lieu of compensatory time off.
 - 3) Employees for whom the Statutory Holiday is a normal rostered day off, and who are

not required to work, will be credited at the rate of time and one half (1 1/2) for hours worked in addition to a credit in accordance to the scheduled hours of work in lieu of compensatory time off..

- 4) Employees who are rostered on but released for the Statutory Holiday, will receive a credit for a normal day.
- 5) Notice of advice of the day to be observed as a legal holiday will be posted on all Staff Notice Boards, not later than fourteen (14) calendar days prior to the day selected and all staff required to work will be duly notified.

11.03 Specific authorization by the employee's Department/Section Head shall be required for all work performed on the day of observance of one (1) of the above holidays in order that the employee may be eligible for holiday pay.

11.04 Each of the above holidays shall be observed on the day upon which it falls unless otherwise declared by the Government of Canada or the Provincial Government as appropriate.

11.05 An extra day will be added to the employee's paid vacation if such holiday falls within his vacation period.

11.06 Employees shall have the option of taking compensatory time off, at a mutually convenient date, or being remunerated in lieu of such

compensatory time off. Employees will be allowed to carry over up to a maximum of twenty (20) hours to the following calendar year. This provision shall also apply to employees on training courses, temporary courses or on temporary duty away from their base station.

ARTICLE 12 - VACATION WITH PAY

12.01 All employees covered by this Agreement shall be entitled to a paid vacation on the following basis:

- 1) The vacation year shall be from 1st January to 31st December.
- 2) Employees who have completed six (6) months continuous service are entitled to one (1) working week's vacation five (5) days and for one (1) years service ten (10) days. Pay in lieu of vacation is not admissible except on termination of employment as defined below.

12.02 Employees who have served six (6) months or more of continuous service are entitled to Annual Vacation on the following basis:

After:

One (1) calendar month's service:	1 day
Two (2) calendar month's service:	2 days
Three (3) calendar month's service:	3 days

Four (4) calendar month's service:	4 days
Fve (5) calendar month's service:	4 days
Six (6) calendar month's service:	5 days
Seven (7) calendar month's service:	6 days
Eight (8) calendar month's service:	7 days
Nine (9) calendar month's service:	8 days
Ten (10) calendar month's service:	8 days
Eleven (11) calendar month's service:	9 days
Twelve (12) calendar month's service:	10 days

12.03 Employees who have completed five (5) calendar years' continuous service with British Airways are entitled, on the anniversary of their date of employment as shown on the records of British Airways, to **fifteen (15)** work days' vacation.

12.04 Employees who have completed ten (10) calendar years continuous service with British Airways are entitled, on the anniversary of their date of employment as shown on the records of British Airways, to twenty (20) work days' vacation.

12.05 It is understood that should an employee be granted vacation in excess of entitlement and then resign before excess vacation has been earned, British Airways has the right to recover payment for the unearned vacation from the final pay cheque of the employee.

12.06 Except where a department has a mutually agreed on another vacation scheduling system the following vacation scheduling system will apply:

- a) Vacations shall be selected and taken in accordance with the following ratio: Customer Service Agent divide liability with number of weeks in a calendar year in order to establish the amount of vacation blocks needed. There will be a minimum of one (1) agent allowed off per week. Any additional liability up to one hundred and four (104) weeks the Company will have the sole discretion as to when this liability can be taken. If the liability exceeds one hundred and four (104) the Company will then be required to increase the allotment to two (2) agents off per week.

- b) Vacation bids will be by seniority in the employee's respective departments and will be done by December 15th. The bid will be conducted by the Union during the window of the first two weeks of December. Should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply. That is, the most senior employees will have first choice of the first "division" of his vacation; then the next most senior will have choice of his first "division"; and so on through the seniority list. There is no limit on how many divisions an employee may next take (i.e., up to the number of days

that he is entitled).

- c) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of his vacation; the next most senior chooses his second "division" and so on again through the seniority list.
- d) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.
- e) When all employees in the department have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.

12.07 Part-time employees will be paid at the normal rate of pay based on a twenty (20) hour work week.

12.08 Part-time employees who work in excess of twenty (20) hours per week will be paid vacation pay at the rate of two percent (2%) per week of entitlement. Such payment will be made on an annual basis at the end of the vacation year.

Vacation reconciliation will be done at the end of each calendar year. The calculation will be based on total earnings with the Company during the

calendar year.

- 12.09** Requests for vacation will be granted on a basis of British Airways' seniority. However, senior employees will not be permitted to take vacation already assigned to a junior employee.

ARTICLE 13 - LEAVE OF ABSENCE

- 13.01** British Airways may grant a Leave of Absence of up to ninety (90) calendar days without pay, to an employee for legitimate personal reasons and any person who is absent with written permission shall continue to accumulate seniority, except for pay and vacation purposes, during this absence. It is agreed that British Airways will provide the Chairperson of the Union Committee with a copy of each Leave of Absence authorization of twenty-one (21) or more calendar days.

- 13.02** If such Leave of Absence is extended by British Airways, the employee will not accumulate seniority.

13.03 Maternity Leave, Parental Leave, and Maternity-related Reassignment and Leave

Maternity and Parental Leave (maternity, parental and adoption) shall be granted in accordance with the provisions of the Canada Labour Code to any employee with seniority in accordance with the provisions of the *Canada Labour Code*.

13.04 Additional Statutory Leaves under the *Canada Labour Code*.

The following additional statutory leaves are available to employees in accordance with the *Canada Labour Code*:

- a) **Compassionate Care Leave**
- b) **Leave Related to Critical Illness**
- c) **Leave Related to Death or Disappearance**
- d) **Personal Leave (5) days per calendar year in which 3 are paid.**
- e) **Leave for Victims of Family Violence**
- f) **Leave for Traditional Aboriginal Practices**
- g) **Bereavement Leave**

13.05 An employee on a personal Leave of Absence will not engage in other employment unless there is written authorization from the General Manager and the General Chairperson of the Union.

13.06 Sick Leave entitlement shall be limited to seven (7) days at one hundred percent (100%) per year. Unused sick days may be accumulated up to a maximum of ninety (90).

ARTICLE 14 - STAFF VACANCIES AND TRANSFERS

14.01 Permanent staff vacancies will be posted for seven (7) days at each location. All permanent employees will have the ability to bid. Applications must be submitted in writing via the Section Head to the People Department with a copy to the

Union Chairperson. Selection will be based on qualifications and seniority. Should seniority be equal, the location of the vacancy will prevail. Geographical differential applies specifically to the Calgary location.

14.01.01 A copy of such Staff Vacancy Notices will be sent to the Union Chairperson. A notice announcing the successful candidate will be posted.

14.02 1) Staff Vacancy Notices for vacancies occurring at locations in Canada other than those covered by this Agreement, which British Airways is unable to fill from the staff already at the location where the vacancy arises, will be published for a period of seven (7) calendar days. Applications must be submitted in writing to the People Department but it is understood that there shall be no recourse to the Grievance Procedure in connection with the filling of any such vacancy. An employee appointed to fill such a vacancy will be regarded as being transferred at his own request for the purposes of Article 14.03 below.

2) Employees may only bid for positions in another classification or in another location when they have completed nine (9) months of service in their present classification. This requirement will be waived for changing employment status within their classification between full-time, reduced work week and

part-time. Notwithstanding the above, no external candidate will be hired before internal candidates are given the opportunity to apply.

- 14.03** Employees may be transferred from time to time to sales offices and stations within Canada. If the transfer is at the employees' request, all moving and transportation costs will be borne by him and if transportation is available over British Airways' routes, it may be provided at the discretion of British Airways. However, if the transfer is at the request of British Airways, moving expenses will be paid for the employee and his family and all allowable items of furniture.

Employees, who are the successful applicants to a Staff Vacancy Notice which involves transfer between base areas, may claim disturbance allowance as designated by Staff Regulations.

- 14.04** Employee transfers to points outside Canada will not be made except when specifically requested by British Airways.

ARTICLE 15 - TEMPORARY DUTY AWAY FROM BASE

- 15.01** When an employee regularly employed at one station, is assigned by British Airways to temporary duty away from his base station, such assignments shall be voluntarily accepted by the employee concerned.

- 15.02** Where transportation, meals and lodgings are not provided by British Airways, expenses will be allowed in accordance with British Airways subsistence rates.
- 15.03** Employees who travel to the U.K. to attend a course or on a temporary posting will be granted one (1) day compensatory time off, where the return travel is affected on the employee's own time. This day is to be taken the first (1st) rostered day after return. Where an employee arrives in the U.K. on a rostered day off, an additional compensatory day off will be granted, to be taken on a date mutually convenient to the employee and his/her Section Head. Employees who travel within N.A. to attend a course or on a temporary posting will be paid the total scheduled flight time plus one (1) hour each way all at straight time.

ARTICLE 16 - UNIFORMS

- 16.01** Where uniforms, suitable protective outer garments and rain suits are required, the provisions of British Airways' Uniform Regulations shall apply, except that coveralls, when required, will be furnished and laundered by British Airways at no cost to the employee. Subject to UK Head Office approval, British Airways will purchase suitable winter coats.
- 16.02** Employees working as Customer Service Agents and Senior Customer Service Agents will be eligible for the \$25 allowance per month.

16.03 The Company will reimburse up to one hundred dollars (\$100.00) for safety shoes if required to perform TRC duties. Employees must submit the original receipt for reimbursement. CSAs who are newly trained to perform below wing duties will be reimbursed initially for one (1) pair of summer and one (1) pair of winter safety shoes up to \$200.00 each. The Company, upon submission of receipts will reimburse up to \$200.00 every 24 months for replacement of each pair.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

17.01 An employee whose probationary period is complete and whose services are terminated through no fault of his own including redundancy, will be advised of such termination four (4) weeks in advance, or will be given four (4) weeks' pay in lieu of such notice. This provision shall not be effective for temporary lay-offs not to exceed seven (7) calendar days or for any cessation of work caused by an Act of God, or any cause over which British Airways has no control.

17.02 Employees wishing to resign from British Airways shall do so in writing, to British Airways two (2) weeks prior to the effective date of resignation. British Airways shall have the right to have the employee work out the two (2) weeks or give the employee two (2) weeks' pay and accept the resignation on its presentation.

17.03 All employees, including probationers, shall be given written reasons for discharge at the time such action is taken. A copy will be provided to the Union.

17.04 Should British Airways, during the life of the Agreement, transfer to another organization any function presently performed by an employee covered under the terms of this Agreement which would result in the elimination of his job from the Bargaining Unit, British Airways will discuss with the Union Committee, and a representative of the International Union, the possibilities of his being offered alternative employment by British Airways or the organisation to which the function has been transferred.

17.05 In the event that an employee who has completed one (1) or more year's service is laid off **for more than one continuous year** due to a reduction in staff, he/she will be granted severance at the rate of two (2) weeks' pay for each year of service to a maximum of eighteen (18) months.

Severance pay shall not be paid:

- 1) To an employee who resigns;
- 2) To an employee who is dismissed for cause;
- 3) To an employee who does not work out, when required to do so, the period of notice given to him/her under this Agreement; or,

- 4) To an employee who is temporarily laid-off due to a strike or picketing of premises where British Airways carries on business.

ARTICLE 18 - CLASSIFICATIONS

18.01 Classifications covered by this Agreement are as follows:

Customer Service Agent

The duties of a Customer Service Agent shall consist of, but not be limited to:

Passenger check-in and baggage acceptance; ticketing; passenger boarding; flight arrivals; turnaround activities; special passenger escort and other customer service activities; in addition to other tasks necessary to support the day-to-day running of the British Airways airport operation.

18.02 An employee covered by this Agreement may be assigned to perform duties of a higher classification for limited periods where a permanent establishment vacancy exists. Should any total cumulative period exceed fifteen (15) work days in a calendar year British Airways shall either reclassify the employee to the higher classification or return him to the duties of his classification. Should such employee be reclassified on completing fifteen (15) work days of a higher classification, his pay will be adjusted in the higher classification effective the sixteenth (16th)

day at the applicable rate of such classification.

In the event that an employee is performing duties in a higher classification on 31st December and continues to perform such duties on consecutive days from 1st January of the following year, then those consecutive days will be added to those already accumulated in the previous year for the purposes of this paragraph.

18.02.01 An employee covered by this Agreement may be assigned to perform duties of a higher classification for temporary periods to cover absences due to vacation, sickness or Leave of Absence. Should such temporary assignments exceed fifteen (15) work days in a calendar year, his pay will be adjusted to the applicable rate for the said higher classification and payment will be made retroactively for the fifteen (15) days already worked. The increase so provided for will be approximately equal to one (1) increment.

18.03 1) An employee covered by this Agreement may be requested to perform non-Bargaining Unit work of a non-Supervisory / non-Managerial nature. If the job so performed falls within a salary scale higher than the employee's normal salary then his pay will be adjusted to the applicable rate in the higher scale and the rate increase so provided will be approximately equal to one (1) increment, but in any event will not be less than five percent (5%) over his current basic salary rate.

- 2) An employee covered by this Agreement may also be requested to perform non-Bargaining Unit work of a Supervisory / Managerial nature. At Management's discretion, up to two (2) employees will be selected, based on qualifications and experience, to perform this work. Prior to placement in the role the selected employees must complete the British Airways Station Emergency Response Workshop (SERW) and obtain Reporting Official accreditation.

Should the total cumulative period of such assignment(s) exceed eight (8) work days in a calendar year, the employee will receive a revised rate of remuneration to be jointly agreed between Management, the employee and the Union Chairperson. Such remuneration will apply to each day he has performed such supervisory/managerial work and will be based on his current basic daily salary plus a minimum premium of five percent (5%).

Employees who accept a temporary assignment will perform all the supervisory duties of the role and have the authority to fulfill the responsibilities associated with the role but will not have to be involved in formal disciplinary actions of any other employee.

18.04 At no time shall an employee have his salary reduced because of a temporary assignment to a classification for which the rate of remuneration is lower than that in which he is regularly assigned.

18.05 Each employee covered by this Agreement shall be classified under the classification appropriate to the occupation in which he is normally engaged.

18.06 When new positions are created that fall within the scope of this Agreement, rates of pay shall conform to rates established by this Agreement where the duties are relatively the same. If no similar classification exists for comparative purposes, British Airways will determine the rate of the new position. If the Union is not in agreement with the rate established, the matter may be handled as a grievance in accordance with Article 7.

ARTICLE 19 - INCREMENTS

19.01 Increments within scale shall be implemented on the first pay cheque following that in which the employee has completed the required service.

ARTICLE 20 – GENERAL

20.01 It is understood wherever in this Agreement employees are referred to in the male gender, it shall be recognized as referring to all employees.

20.02 At least one (1) lockable bulletin board shall be maintained for the posting of Union Notices in all recognized lunchrooms. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union will provide the Company

with an advance copy of any posting, other than those of a routine nature.

20.03 No employee shall suffer any reduction in monthly take home pay as a result of making this Agreement effective, and nothing in this Agreement shall be considered as preventing an increase in individual rates over and above the minimum established. In cases where an increase over and above the minimum is considered, notice will be given to the Union Chairperson to provide an opportunity to discuss the matter.

20.04 British Airways will cooperate with the Union on mutual problems concerning the occupational health and safety of employees while at work and will consider all the Union's recommendations in this respect. British Airways will comply with the provisions of the Canada Labour Code in matters of safety and health.

20.05 British Airways will delete from employees' personal files, letters dealing with punctuality and attendance two (2) years after date of issue of such letters.

ARTICLE 21 - SHIFT DIFFERENTIAL PAY

21.01 All employees whose duties require them to work a shift schedule, which includes afternoon and/or night and/or irregular shifts, will be entitled to shift differential pay as follows:

Afternoon shifts	0.45/hr
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Night shifts	0.46/hr
Irregular shifts	0.48/hr

21.02 An afternoon shift is defined as a shift starting between 1200 hours and 1959 hours. A night shift is defined as a shift starting between 2000 and 2359 hours. An irregular shift is defined as a shift starting or terminating between 0000 hours and 0559 hours.

21.03 Shift differential pay shall be paid as soon as is reasonably possible after the close of each calendar month.

ARTICLE 22 - STRIKE OR LOCKOUT

22.01 During the life of this Agreement, British Airways shall not cause or engage in any lockout nor shall the Union call or authorize a strike until all the procedures provided for in this Agreement and the Canada Labour Code (Part 1) for the adjustment and settlement of disputes or for the avoidance of interruption of work, shall have been exhausted.

22.02 Any employee, who engages in a strike, sit-down or slow-down or picketing during the term of this Agreement and before the provisions of the Canada Labour Code (Part V) have been exhausted, may be disciplined or discharged at British Airways' option.

ARTICLE 23 - MAINTENANCE OF MEMBERSHIP AND CHECK-OFF OF UNION DUES

23.01 All employees now or hereafter employed in the classifications covered by this Agreement, shall, as a condition of continued employment in such classifications become and remain Members in good standing in accordance with the Constitution and By-Laws of the Union.

23.02 It shall be a condition of employment that all new employees shall become Members of the Union at the expiration of thirty (30) days continuous service and shall thereafter remain Members in good standing as outlined above.

23.03 British Airways agrees to deduct, on the payroll for the last pay period of each month from the salary payable to each Member coming within the scope of this Agreement, an amount equivalent to the monthly Union dues of the Union, subject to the conditions set forth hereunder:

- 1) The amount to be deducted shall be equivalent to the regular dues of the Union and shall not include initiation fees, fines or special assessments. The amount to be deducted shall not be changed during the term of this Agreement excepting to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions.
- 2) Membership in the Union shall be available to any employee eligible under the constitution

of the Union on payment of the initiation or reinstatement fees uniformly required of all other such applicants by the Union local. Membership shall not be denied for reasons of race, national origin, colour or religion.

- 3) Deductions shall commence on the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the last pay period of the calendar month following completion of thirty (30) calendar days after date of first service.
- 4) The amounts of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by British Airways to the Union, with a copy to the Union Chairperson as may be mutually agreed by the Union and British Airways, not later than twenty-five (25) calendar days following the pay period in which the deductions are made.
- 5) British Airways shall not be responsible financially or otherwise either to the Union or to any Member, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's wages, British

Airways shall adjust it directly with the Member. In the event of any mistake by British Airways in the amount of its remittance to the Union, British Airways shall adjust the amount in a subsequent remittance. British Airways' liability for any and all amounts deducted pursuant to the provisions of the Article shall terminate at the time it remits the amounts payable to the Union.

- 6) In the event of any action at law against the parties hereto resulting from any deduction or deductions from payrolls made or to be made by British Airways pursuant to this Article of the Agreement, all parties shall cooperate fully in the defence of such action. Each party shall bear its own cost of such defence except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless British Airways from any losses, damages, costs, liabilities or expenses suffered or sustained by it as a result of any such deduction or deductions from payrolls.

ARTICLE 24 - HOURLY RATES OF PAY

Customer Service Agent

CSA - Union	Hourly Rate of Pay
Year 1	\$15.30
Year 2	\$16.53
Year 3	\$17.19
Year 4	\$17.85
Year 5	\$18.57
Year 6	\$19.28
Year 7	\$19.66
Year 8	\$21.03

*Non-consolidated geographical differential of \$2.00 per hour applies to YYC only.

ARTICLE 25 - SHIFT TRADES

25.01 The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule. Employees may give away shifts as long as they are not giving away their job. In no case can an employee give away their shifts, which results in working less than twelve (12) hours in a week.

An employee may ask another employee to work his shift, on condition that he has received his

Supervisor's authorization to do so.

Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to the supervisor, who shall approve it at least forty-eight (48) hours before the shift in question. This approval must bear the signatures of the Supervisor and both employees involved.

These trades are only authorized if the employee taking over another employee's shift can perform the duties of the employee he is replacing.

The Company reserves the right to temporarily or permanently withdraw this privilege from an employee who does not respect the established procedures or who abuses this privilege.

Sick Leave provisions will apply to the employee who has agreed to work the shift.

For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g., a full-time employee receives eight (8) hours). The employee working the shift, who was previously on a day off, will receive the applicable workday credit (e.g., a full-time employee receives pay for the length of the shift at straight time plus 1 1/2 times the length of the work day).

Employees will advise the Company within twenty-four (24) hours with written notice in advance of cancellation of shift trades.

ARTICLE 26 - PARKING

26.01 Parking will be paid one hundred percent (100%) by the Company. Employees who do not require a parking pass will be compensated the cost of the parking minus five dollars (\$5.00) for public transportation. The payment will be made on a monthly basis.

ARTICLE 27 - BENEFITS

27.01 Full-time employees are automatically enrolled in the British Airways (Canada) Pension Plan immediately upon hire and completion of appropriate paperwork.

27.02 Part-time employees have the option of joining the British Airways Pension Plan immediately upon hire and completion of appropriate paperwork.

27.03 Contributions for part-time employees will be calculated on a pro rata basis of hours worked to normal forty (40) hour week. Hours worked will be defined as hours rostered by the Company plus additional hours worked at straight time rates at the Company's request.

27.04 The Company agrees to pay one hundred percent (100%) of MSP (BC) premiums and Extended Health premiums for all employees.

27.05 The Company agrees to pay one hundred percent (100%) of the premiums for Long Term Disability

for full-time employees.

- 27.06** Part-time employees are responsible to pay one hundred percent (100%) of the premium for Long Term Disability.
- 27.07** The Company will provide Dental Benefits on a fee schedule basis. In Vancouver, the Company will use the current year minus one schedule as per the BCDA. In Calgary, the Company will use the prevailing Alberta dental association fee guide plus inflationary adjustment.
- 27.08** The Company will maintain the current Optical Plan as per the Benefit Plan.
- 27.09** The Company will establish a health spending account for pre-tax payment of medical, dental or vision care and will contribute \$250.00 per calendar year.
- 27.10** The Company will provide a Dental and Optical plan as outlined in the Company Policy.

ARTICLE 28 - DURATION OF AGREEMENT

- 28.01** This Agreement is effective from **1st September 2021** and shall continue in full force and effect until **28th February 2024** and shall automatically be renewed from year to year unless one (1) of the parties hereto, within ninety (90) days immediately preceding the date of the expiration of the term of the Collective Agreement, notifies the other party in writing of its intention to renew

or revise the Collective Agreement.

28.02 If notice is given to amend or terminate, as provided in the above paragraph, negotiations shall continue until an agreement has been reached and, during such negotiations, this Agreement shall remain in full force and effect provided however that if negotiations continue beyond the termination of the Agreement, such negotiations shall continue as mutually agreed upon.

Signed this 26th day of November 2021.

For the Company:

Ian Blackman

Ian Blackman
VP Airports

George LaBarge

George LaBarge
Director People / HRBP

For the Union:

Todd Haverstock

Todd Haverstock
General Chairperson

Mariana Bojkova

Mariana Bojkova
Negotiating Committee

Yan Li

Yan Li
Negotiating Committee

LETTER OF UNDERSTANDING NO. 1

Notwithstanding Article 2 of this Collective Agreement, British Airways agrees that it will not, during the term of the **2021 - 2023** Collective Agreement only, engage a third-party contractor to perform all or part of its Customer Service requirements at the Vancouver and/or Calgary airport locations. For avoidance of doubt, this LOU shall automatically expire on **February 28, 2024** unless the parties expressly agree to renew it.

Note: Should the Company elect not to renew this LOU at the expiry date and engages a third party to perform all or part of the Customer Service work and it results in lay offs severance pay will be paid according to Article 17.05 however the payment will not be deferred for 52 weeks it will be paid

Signed this 26th day of November 2021.

For the Company:

Ian Blackman

Ian Blackman
VP Airports

Georgia LaBarge

Georgia LaBarge
Director People / HRBP

For the Union:

Todd Haverstock

Todd Haverstock
General Chairperson

Mariana Bojkova
Mariana Bojkova
Negotiating Committee

Yan Li
Yan Li
Negotiating Committee

LETTER OF UNDERSTANDING NO. 2

If the Calgary operations resumes during the life of this collective agreement the parties agree to reconvene to discuss the non-consolidated geographical differential of \$2.00 per hour which applies to YYC only identified in Article 24.

The concept is to look at different ways to distribute the value equally between the two locations at no additional cost to the Company.

Signed this 26th day of November 2021.

For the Company:

Ian Blackman

Ian Blackman
VP Airports

Georgia LaBarge

Georgia LaBarge
Director People / HRBP

For the Union:

Todd Haverstock

Todd Haverstock
General Chairperson

Mariana Bojkova
Mariana Bojkova
Negotiating Committee

Yan Li
Yan Li
Negotiating Committee



Transportation District 140