

# COLLECTIVE AGREEMENT

*Between*



**AIRPORT TERMINAL SERVICES  
CANADIAN COMPANY**

*And*

*Employees as represented by:*



**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

**VANCOUVER INTERNATIONAL AIRPORT  
LOCAL LODGE #16**

**AGREEMENT #1**

**APRIL 21, 2012 APRIL 21, 2014**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	Purpose of Agreement	4
2	Union Recognition	4
3	Management's Rights	4
4	Scope of Agreement	6
5	Rates of Pay and Premiums	12
6	Pay Cheques	13
7	Hours of Work, Shift Schedules, Meal and Rest Periods	16
8	Overtime	20
9	Relief Assignments	22
10	Probation	23
11	Seniority and Staff Reduction	23
12	Leaves of Absence	28
13	Promotional	33
14	Holidays	34
15	Vacation	35
16	Grievance Procedure	39
17	Discipline & Discharge Procedures	41
18	Arbitration	43
19	Union / Management Relations	45
20	General	48
21	Union Security	53
22	Duration of Agreement	55

<b>LOU</b>	Letter of Understanding No. 1 - Benefits	<b>57</b>
<b>LOU</b>	Letter of Understanding No. 2 - Modified Work	<b>60</b>
<b>LOU</b>	Letter of Understanding No. 3 Schedule 1 & Schedule 2	<b>61</b>
<b>LOU</b>	Letter of Understanding No. 4 Lump Sum Payment & Uniform Expense	<b>64</b>

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01** The purpose of this Agreement is to define the relations between Airport Terminal Services (the “Company”) and the IAM & AW (the “Union”), the wages and working conditions of employees of the Company represented by the Union, and a means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01** The Company recognizes the Union as the sole Bargaining Agent for all employees performing the duties described in Article 4 herein at the Vancouver International Airport.
- 2.02** All employees shall, as a condition of employment, become Union Members within thirty (30) days from the date of their employment.
- 2.03** The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Non-bargaining Members may perform Bargaining Unit work on an emergency and training basis only.

## **ARTICLE 3 - MANAGEMENT’S RIGHTS**

- 3.01** The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in

any way be abridged except as specifically restricted in this Agreement.

### **3.01.01**

The Union acknowledges that it is the exclusive function of the Company:

- A.** To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- B.** To hire new employees, classify, direct, promote, demote, transfer, assign shifts and increase/decrease the work force from time-to-time.
- C.** Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
- D.** To make and alter from time to time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature in violation of Human Rights laws.

- 3.01.02** These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 3.02** Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.
- 3.03** It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

#### **ARTICLE 4 - SCOPE OF AGREEMENT**

The employee functions listed below are not exhaustive as each airline contract dictates specific requirements and contracts may be altered at any time by the airlines.

##### **4.01.01 Senior Pax Crew Chief**

Must possess the qualifications of a Passenger Service Agent as outlined in 4.01.03 and oversee the passenger service agents on a daily basis.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING**

**(Other duties may be assigned)**

- Ensures a safe work environment by following and enforcing all ATS rules and regulations regarding the work place;

- Understand contract requirements, customer expectations and ensure they are met;
- Manage employees and equipment to efficiently complete the tasks as directed and within established Company and customer standards;
- Provide all employees the interpretation of all ATS / Client policies and procedures;
- Monitor and/or conduct required training of personnel;
- Conduct employee performance evaluations;
- Provide employee counseling and discipline as needed up to and including written discipline;
- Be responsible for the security of all Company funds, supplies and equipment;
- Be responsible for ensuring compliance with established Company safety policies and procedures;
- Maintain working relationship with customers and provide a prompt response to service requests;
- Hold daily briefings and debriefings;
- Attend all required meetings;
- Assist with office administration as required;
- Other duties as assigned
- Responsible for daily manpower and coverage
- Responsible to carry the Company cell phone

#### **4.01.02      Passenger Service Crew Chiefs**

Must possess the qualifications of a Passenger Service Agent as outlined in Article 4.01.03 and have the ability to direct the workforce and provide OTJ training. Responsible to carry the Company cell phone if required (premium of \$1.00 will apply).

#### **4.01.03      Passenger Service Agent**

Comprises all those who perform airline passenger service functions including: making reservations; preparation and issuance of tickets and itineraries; computation of fares; issuance of refunds; checking baggage; collection of all applicable fees as mandated by specific airlines; providing passengers with general travel information; meeting aircraft at gate or loading area; performing duties at boarding gates when enplaning and deplaning passengers; making public announcements; dealing with irregular operations; work kiosk responsibilities; operating jet bridges; performing aircraft security searches; communicate with all applicable parties; will assist in any corporate mentoring programs (for example ACE Program) checking passenger ticket for validity and lifting appropriate coupon; completing all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage; determining flight close-out time; preparing, completing, and checking various flight forms for accuracy; invalidating tickets; completing post-departure procedures; performing lost and found activities; initiating tracing procedures for lost passenger articles; keeping owner informed of progress of search and returning found articles to customer; processing claims for damaged or lost baggage and personal articles; making on-the-spot settlement of minor claims; forwarding reports on larger claims to proper Company personnel; preparing and maintaining required records and reports of lost and found articles; and any other specific airline duties mandated under our contract. Meeting all regulatory requirements. Will continue to provide OJT training as needed.



#### **4.01.04      Operations Function**

Comprises of all Passenger Service Agents or Crew Chiefs, who are qualified to perform this function. This includes: confirm assignments of aircraft to gates and baggage carousels; confirm meal-counts and in-flight supplies with Flight Attendants; data entry for all weight and balance, fuel and field condition information provided by the appropriate departments. Use of communication equipment to relay information to air crew and appropriate departments in regards to weight and load adjustments; and act as a communication liaison between all departments for all information regarding flight activity and irregular operations. Populate flight documentation; maintain various flight operations reports and records; and other duties and functions related to the foregoing as directed by Management. Responsible for carrying the Company cell phone as required. Will continue to provide OJT training as needed.

#### **4.02              Special Services Category**

##### **4.02.01          Senior Special Services Crew Chief**

Must possess the qualifications of a Special Service Agent as outlined in 4.02.03 and oversee the Special Service Agents on a daily basis.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:**

##### **(Other duties may be assigned)**

- Ensures a safe work environment by following and enforcing all ATS rules and regulations regarding the work place;

- Understand contract requirements, customer expectations and ensure they are met;
- Manage employees and equipment to efficiently complete the tasks as directed and within established Company and customer standards;
- Provide all employees the interpretation of all ATS / Client policies and procedures;
- Monitor and/or conduct required training of personnel;
- Conduct employee performance evaluations;
- Provide employee counseling and discipline as needed up to and including written discipline;
- Be responsible for the security of all Company funds, supplies and equipment;
- Be responsible for ensuring compliance with established Company safety policies and procedures;
- Maintain working relationship with customers and provide prompt response to service requests;
- Hold daily briefings and debriefing;
- Attend all required meetings;
- Assist with office administration as required;
- Other duties as assigned;
- Responsible for daily manpower and coverage
- Responsible to carry the Company cell phone

#### **4.02.02      Special Services Crew Chief**

Must possess the qualifications of a Special Service Agent as outlined in 4.02.03 and have the ability to direct the workforce and provide OTJ training and oversee the Special Service Agents. Responsible to carry the Company cell phone if required. (Premium of \$1.00 will apply.)

#### **4.02.03      Special Services Agent**

Responsible for assisting and transporting airline passengers with limited mobility, as well as assist unaccompanied minors to and from flights.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING:**

- Ensure a safe work environment by following all ATS rules and regulations regarding the workplace;
- Have a good verbal command of the English language;
- Assist in lifting passengers requiring assistance in and out of TEVs, wheelchairs and/or aircraft passenger seats;
- Transport passengers in wheelchairs or TEV;
- Transport passengers in wheelchairs or TEV through Canada and U.S. Customs and Immigration and into the terminal or gate for release or further processing for other flights as needed;
- Responsible for assisting unaccompanied minors to/from flights and/or to meet the receiving adult and verifying identification and completing appropriate paperwork;
- Arrange and set up airline stanchions as per airline instruction;
- Complete required activity documentation and submit;
- Locate and secure all airline and Company equipment;
- Complete scheduled equipment checks;
- Appropriate use of communication devices;
- Agents will continue to provide OJT as required.

## **ARTICLE 5 - RATES OF PAY AND PREMIUMS**

**5.01** Rates of pay are on an hourly basis in accordance with the following schedules:

<b>SPECIAL SERVICE AGENTS</b>		<b>PASSENGER SERVICE AGENTS</b>	
<b>Start</b>	<b>10.25</b>	<b>Start</b>	<b>10.30</b>
<b>6 mths</b>	<b>10.55</b>	<b>6 mths</b>	<b>10.60</b>
<b>12 mths</b>	<b>10.85</b>	<b>12 mths</b>	<b>10.90</b>
<b>18 mths</b>	<b>11.15</b>	<b>18 mths</b>	<b>11.20</b>
<b>24 mths</b>	<b>11.45</b>	<b>24 mths</b>	<b>11.50</b>
<b>30 mths</b>	<b>11.75</b>	<b>30 mths</b>	<b>11.80</b>
<b>36 mths</b>	<b>12.05</b>	<b>36 mths</b>	<b>12.10</b>
<b>42 mths</b>	<b>12.35</b>	<b>42 mths</b>	<b>12.40</b>
<b>48 mths</b>	<b>12.65</b>	<b>48 mths</b>	<b>12.70</b>
<b>54 mths</b>	<b>12.95</b>	<b>54 mths</b>	<b>13.00</b>
<b>60 mths</b>	<b>13.25</b>	<b>60 mths</b>	<b>13.30</b>
<b>66 mths</b>	<b>13.55</b>	<b>66 mths</b>	<b>13.60</b>
<b>72 mths</b>	<b>13.85</b>	<b>72 mths</b>	<b>13.90</b>
<b>78 mths</b>	<b>14.15</b>	<b>78 mths</b>	<b>14.20</b>
<b>84 mths</b>	<b>14.45</b>	<b>84 mths</b>	<b>14.50</b>
<b>90 mths</b>	<b>14.75</b>	<b>90 mths</b>	<b>14.80</b>
<b>96 mths</b>	<b>15.05</b>	<b>96 mths</b>	<b>15.10</b>
<b>102 mths</b>	<b>15.25</b>	<b>102 mths</b>	<b>15.30</b>
<b>2% wage increase in each classification on May 1, 2013. Senior Crew Chief premium \$4.00 per hour. Crew Chief premium \$3.00 per hour. Ops Agent premium \$1.00 per hour. Language premium \$1.00 per hour.</b>			

## **ARTICLE 6 - PAY CHEQUES**

- 6.01** Pay dates will be every other Friday. Pay slips will normally be available to employees no later than noon on pay day.
- 6.02** All time off, overtime/recall hours and premiums will be cleared from the employee's Time Record at the end of each pay period and identified and paid on the pay cheque for the next pay period.
- 6.02.01** Time adjustments of five (5) or less minutes will not be recorded. If the five (5) minutes are exceeded, all time, including the five (5) minutes, will be recorded.
- 6.03** Recovery of pay errors will be limited to those errors which occurred during the twenty-four (24) calendar month period immediately preceding the discovery of the error.
- 6.03.01** When pay errors involving an overpayment are discovered by the Company, written notification will be given to the employee of the overpayment at the time of the error being discovered. The notification will include the amount of the overpayment and the date that the amount will be deducted. The Company agrees should an undue hardship be created they will review the repayment schedule. In the event the employee's service with the Company is terminated, all monies due to the Company

will be deducted from the final pay cheque.

**6.03.02** Prior to any deductions being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amounts of each deduction and when the deductions will commence.

**6.03.03** Pay errors involving an underpayment will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment, provided such verification is made three (3) or more days prior to the pay date; otherwise, it will be made on the next following pay cheque. However, where the underpayment is two hundred dollars (\$200.00) or more of regular pay, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

**6.04** **Off Duty Period** - All full-time scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift. If an employee is called or scheduled to work within a rest period, employee will receive overtime for time worked for the duration of the rest period only.

- 6.05**      **Shift Trades** - Employees may arrange for another employee to work their shift subject to Management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade. This does not include a difference in pay rates.
- 6.05.01**      The employee covering the shift must be qualified to and capable of performing the work.
- 6.05.02**      The shift must be within a finalized shift bid period.
- 6.05.03**      Advice of the trade will be provided to Management in writing, at least twenty-four (24) hours in advance except in exceptional circumstances, and will be signed by the employees involved and shall be subject to the approval, in writing, of Management.
- 6.05.04**      Overtime worked prior to or following a traded shift will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 6.05.05**      All recall hours will be paid to the employee who works the recall.
- 6.05.06**      Sick Leave provisions will apply to the employee who has agreed to work the shift.
- 6.05.07**      For a shift trade on a holiday, the Company will pay per the Canada Labour Code.

- 6.05.08** Employees will record cancellation of shift trades in writing, with a minimum of twenty-four (24) hours advance notice to the Company.
- 6.05.09** Shift trades shall not be considered for the purposes of overtime and recall credits per Article 7.

#### **ARTICLE 7 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS**

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.

- 7.01** It is understood that the Company will arrange staffing requirements to meet their contractual commitments and to cater to fluctuation and changes to airline schedules, or other obligatory requirements. It is further understood that Management and the Union will form a Joint Shift Committee to design and implement schedules. The final decision and implementation of any schedules remains that of the Company if an agreement cannot be reached within the Joint Shift Committee. The Joint Shift Committee will establish guidelines for shift bidding, opening lines and vacancies.
- (a) The Joint Shift Committee will arrange shift schedules of qualified employees



on a departmental basis that will allow the Company to meet its contractual commitments, to cater to fluctuations in, and changes to, customer schedules. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. the Joint Shift Committee will conduct and administer the shift bids. Once the bid is completed, the Joint Shift Committee will post the shift awards four (4) calendar days prior to the effective date of the schedules. All employees will bid their shifts not less than twice (2) per year and no more than six (6) times per year. However, in the event of a new customer, termination of existing customer, or change in customer schedules, the Company will review with the Joint Shift committee the requirement for an additional bid.

- (b) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate the minor schedule changes of its customers. If forty-eight (48) hours notice is not given by the Joint Shift Committee, a rescheduled employee shall receive one and one-half (1 1/2) times his regular rate of pay for the first shift worked, or shall receive his

regular rate of pay for the first shift that has been cancelled.

- (c) Full-time shifts will consist of scheduled shifts of more than thirty-six (36) hours per week.
- (d) An employee who is scheduled to work a full-time working day shall be scheduled to take a thirty (30) minute meal break starting at the end of the third hour and finishing before the sixth (6) hour of the shift. Employee shifts longer than the standard eight and one half (8 1/2) hour shift will have the meal break between the end of the fourth (4th) hour and the end of the eighth (8th) hour of the shift. 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 one half (1/2) hour.
- (e) Part-time shifts will be no less than four (4) hours and no more than eight (8) hours. Part-time employees will not be scheduled to work more than thirty-six (36) hours per week.
- (f) Any scheduled part-time shift that is six and one-half (6.5) hours or greater, will include a scheduled thirty (30) minute lunch break. The scheduled break must

be taken between the second (2nd) and fourth (4th) hour of the shift. Employees who do not receive their meal break during these time shall be paid at the rate of one and one-half (1.5) their hourly rate for one-half (1/2) an hour.

- (g) Employees will have two (2) days off per week, consecutive days where possible.
- (h) A maximum of two (2) split shifts per day.
- (i) It is understood that the Joint Shift Committee may introduce relief lines. Relief lines may be used to cover absences due to vacation, authorized Leaves of Absence, Worker Compensation absences, or absences due to long or short time disability.
- (j) Any new contract that the Company achieves, a minimum of twenty-five percent (25%) of the requirement will be made available to the existing staff providing it does not jeopardize any current contract. The Joint Shift Committee will do their utmost to accommodate the requests.

## 7.02

The Company and the Union agree that a modified (compressed) work week may be implemented where it is mutually agreed between the Station Manager and the Union Members of the Sift Committee. The

modified work week must not result in increased costs to the Company.

## **ARTICLE 8 - OVERTIME**

**8.01** The Company and the Union agree that all overtime will be voluntary other than the two (2) hours of overtime immediately following the end of an employee's shift, which shall be mandatory.

**8.02** (a) Overtime will be paid as per Canada Labour Code which is in excess of eight (8) hours per day or forty (40) hours per week unless on a compressed shift.

(b) Overtime of less than four (4) hours that is required on that day, shall be offered in the following order:

- (i) in order of seniority and qualifications to employees on shift;
- (ii) to employees (qualified) who have signed the overtime book.

Should all senior employees refuse the overtime the junior employees on shift will be required to work. An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first (1st) hour. If the employee is required to work into the second (2nd) hour, he shall be paid for the full hour no matter how long into that hour he works.

- (c) Overtime of four (4) hours or greater shall be offered in the following order:
  - (i) to employees (qualified) who have signed the overtime book;
  - (ii) in order of seniority to employees (qualified) on shift.

### **8.03**

- (a) The Company will distribute voluntary overtime on a classification seniority basis and post a bi-weekly summary of overtime hours worked on the bulletin board.
- (b) Should an employee be bypassed for overtime, the onus of proof is to be provided by said employee and the Company will be required to pay the overtime hours missed to the senior employee bypassed. The overtime will be tracked.
- (c) The Company shall make a note of the telephone number it dialled in an attempt to reach the employee in the process of offering overtime to the employee, the employee's response, if any, and the time of day of the call. The Company agrees to make this written notation available to an employee who claims that he was bypassed for overtime. In the event that the Company fails to provide such a note to the employee, the Company will pay the overtime hours missed.

- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book. Subject to Article 8.01, employees shall have the right to refuse overtime.
- (e) Employees shall be compensated for all authorized overtime.

**8.04** An employee who has completed his regular shift, has clocked out, and is then recalled to work, shall be paid at his applicable hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages.

**8.05** The Company will provide full access to the Union to the overtime call-out log book. The overtime call-out log book will be available in a location that is accessible to all employees.

**8.06** Shift premiums will be paid at overtime rates when performing the work

## **ARTICLE 9 - RELIEF ASSIGNMENTS**

**9.01** Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the category in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to

be performed.

- 9.02** An employee who is accepts a temporary relief duties in a higher paying classification will assume the rate of the higher classification.

## **ARTICLE 10 - PROBATION**

- 10.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of ninety (90) days of service, excluding any period of absence of seven (7) calendar days or more.
- 10.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.
- 10.03** In the event of a staff reduction, probationary employees will be affected in reverse order of seniority in accordance with Article 11.06 but will not have the right to bump another employee or to lay-off and recall.

## **ARTICLE 11 - SENIORITY AND STAFF REDUCTION**

- 11.01** Employees will accrue seniority as follows.
- 11.01.01** **Company Seniority** - will date from the first day of work in any position with the Company.

- 11.02 Union Seniority** - will date from the first day of work (including training) in any classification covered by this Agreement. There will be two (2) separate classifications - Passenger Services and Special Services.
- 11.02.01** In cases where two (2) or more employees have the same Union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
- 11.02.02** Company seniority date.
- 11.02.03** Social Insurance Number, using the last three (3) digits, the lower number being the more senior.
- 11.02.04** By lot, in a manner mutually established by the Company and the Union.
- 11.03** Separate Seniority lists will be published for Passenger Service Personnel and Special Service personnel.
- 11.04 Seniority Lists** - will be prepared, corrected, amended and published in the following manner.
- 11.04.01** Not later than March 30 and September 30 each year, the Company will post on each bulletin board complete Seniority lists for each classification described in Article 4. These lists will show for each employee listed thereon, in order of Union seniority, the



employee number, name, status, Company seniority date, Union seniority date and sequencing determinant described in Article 11.02.02.

**11.04.02** It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each Seniority list with a copy to the Union Local.

**11.04.03** All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

**11.05** **Maintenance of Seniority** - Seniority will be maintained and accumulated except as provided for in the following.

**11.05.01** The following will result in the loss of the employee's seniority, removal of their name from the seniority lists and termination of employment rights.

**11.05.01.01** When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.

- 11.05.01.02** When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.
- 11.05.01.03** When the employee deserts service (resignation without notice).
- 11.05.01.04** When the employee has been laid-off or otherwise off work for a period of time in excess of twenty-four (24) months except covered by a Leave of Absence as provided for elsewhere in this Agreement.
- 11.05.02** The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.
- 11.05.02.01** When the employee has been in a position with the Company outside the Scope of this Agreement for a period in excess of six (6) months per calendar year.
- (a) An employee who remains outside the Scope of the Agreement for more than six (6) months in a calendar year, will forfeit his/her Union seniority.
  - (b) The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.

### **Staff Reductions**

- 11.06** Staff reductions will be made within the

affected classifications and status in the base in inverse order of seniority in accordance with the following:

**11.06.01** The Company shall give at least seven (7) calendar days notice to employees and the Union of any contemplated layoffs.

**11.06.02** Employees shall be laid off in reverse order of classification seniority.

**Note:** Unless a specific language requirement is required due to a customer contract.

**11.06.03** Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any subsequent change.

### **Recall**

**11.07** Recall shall occur in the following order.

1. Senior Laid off employee

**11.07.01** Employees will be notified by the Company when being recalled from layoff.

**11.07.02** The notified employee must advise the Company within forty eight (48) hours after having received the notice if he/she wishes to accept the recall. The employee shall reply to local Management and send a copy of same to the Employee Service

Department and the Union.

**11.07.03** Recalled employees must report for duty within seven (7) calendar days from the date of advising the Company of their intent to return.

**11.07.04** Failure to comply with Articles 11.07.02 and 11.07.03 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

**11.08** **Notices and Correspondence**

**11.08.01** Copies of all notices and correspondence relating to Article 11 shall be sent to the Union Local Chairperson by the person originating that piece of correspondence

**ARTICLE 12 - LEAVES OF ABSENCE**

**12.01** **Voluntary Leave of Absence**

When the requirements of the Company permit an employee, upon written request through his immediate Station Manager, may be granted a Voluntary Leave of Absence without pay for a period not exceeding six (6) months.

**12.01.01** The granting of Leave is at the sole discretion of the Company, however, requests will be considered in order of

seniority among those on hand at the time of granting. A Leave must be used for the purpose for which it was granted.

**12.01.02** The Company will indicate its approval of the Leave in writing, including the commencement and termination dates, preferably fourteen (14) or more calendar days prior to the requested commencement date of the Leave. Once approved, a Leave may not be cancelled except by mutual agreement between the employee and the Company.

**12.01.03** If the employee wishes to return to work prior to the approved termination of the Leave, the employee will make the request in writing to his/her immediate Station Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

**12.02** **Reassignment, Maternity, Parental Leave**  
Employees will be granted reassignment of duties, Maternity and Parental Leave in accordance with the relevant provisions of the Canada Labour Code.

**12.02.01** Additional Leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the

mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional Leave provided under this Clause will be for a maximum period of six (6) months.

- 12.02.02** An employee who takes, or is required to take, a Leave under this Article will be reinstated in the position they occupied when the Leave commenced, subject to the provisions of Articles 11 and 12.
- 12.02.03** An employee will receive all advances or increases in pay during the period of Leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 12.02.04** The seniority of an employee will continue to accrue during the full period of the Leave.
- 12.02.05** The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a Leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a Leave in any decision to transfer or train the employee.
- 12.02.06** An employee on a Maternity or Parental

Leave who wishes to terminate their Leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.

**12.02.07 Paternity Leave**

Upon request, a male employee will be granted one (1) day with pay of Paternity Leave at the time of the birth or adoption of his/her child. If requested the employee will be granted up to an additional three (3) days without pay.

**12.03 Union Business Leave of Absence**

An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a Leave of Absence without pay for that purpose in accordance with the following.

**12.03.01** The employee will continue to accrue Company and Union seniority while on Union Leave.

**12.04 Bereavement Leave**

When a death occurs in the immediate family of an employee, the employee will be granted Bereavement Leave with pay for three (3) consecutive working days. At the

employee's option, these days will be taken immediately following the day of death or at the time of the funeral.

**12.04.01** Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step - parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-law partner" will be as recognized by the Canada Labour Code.

**12.04.02** In circumstances where the deceased is not a Member of the immediate family but is a guardian, grandparents of employee's spouse, brothers and sisters of the spouse, an employee shall be granted Bereavement Leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.

**12.04.03** Additional Leave without pay will be granted as follows:

- (a) Up to three (3) calendar days as requested by the employee for travel out of province.
- (b) Up to five (5) calendar days as



requested by the employee for travel out of the country.

- (c) Up to an additional five (5) calendar days as granted by the Company.

## **ARTICLE 13 - PROMOTIONAL**

**13.01** The Company will make available the opportunity to become qualified for both Senior Crew Chief and Crew Chief a minimum of twice (2) a year.

- The Company will post a bulletin for at least seven (7) days.
- Employees that are interested must submit a memo to the Station Manager or his designate.
- Selection of participants will be based on seniority.
- The training class will have a maximum of five (5) employees and not less than three (3) employees.
- Should there be less than three (3) employees requesting training, those employees will automatically be trained in the following class.

**13.02** Once employees have completed and passed the training, employees will be qualified to act and bid on these positions based on seniority.

**13.03** Should the Company not have any qualified

employees, the Company has the right to hire from outside.

## **ARTICLE 14 - HOLIDAYS**

**14.01** The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

**14.02** If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. The Company will notify employees who are either granted or assigned the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.

**14.03** When an employee is granted a day off in accordance with Article 14.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day

off, the employee will be paid per the Canada Labour Code. When an employee works on a holiday, the employee will be paid per the Canada Labour Code.

## **ARTICLE 15 - VACATION**

**15.01** Employees who have completed one (1) or more years of employment will be entitled to vacation, based on years of employment, in accordance with the following:

<u>Years of Employment</u>	<u>Entitlement</u>
1 through 4 years	14 calendar days (4%)
5 through 10 years	21 calendar days (6%)

**Note: Employees must have completed five (5) years before moving to the next level.**

**15.01.02** Employees laid off under the provisions of Article 11, on Long Term Disability or on a Voluntary, Child Care or Leave of Absence under the provisions of Article 11 will have their paid vacation entitlement reduced.

**15.01.03** The vacation year will be based upon the employee's anniversary date.

### **15.02 Vacation Pay**

**15.02.01** Employees discharged or resigning from the Company are entitled to receive accrued vacation pay. The date of separation will not be extended beyond the date of actual

termination of employment.

**15.02.02** At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay-off.

**15.02.03** Vacation pay will accrue at the appropriate percentage of the employee's pay per the Canada Labour Code (i.e., 4% or 6% according to Article 15.01).

**15.02.04** An employee will receive Annual Vacation with pay as provided for in Article 15.01 according to his/her years of employment with the Company.

**15.03 Extended Vacation**

**15.03.01** Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by requesting a short Leave of Absence without pay.

**15.03.02** Employees wishing to take extended vacation must notify the Company by December 1st prior to the year in which the extended vacation is to be taken.

**15.03.03** Extended vacation will be approved only after all the annual vacation entitlements have been bid.

**15.04** 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: 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 four (104) weeks the Company will have the sole discretion as to when this liability can be taken. If the liability exceeds one hundred 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 classification and will be done by December 1st. The Company and Union will conduct the vacation bid. 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 weeks 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 and Union. The Company will approve the list within fifteen (15) working days.

Vacation dates which become available after the completion of the vacation bid will be posted for a period of no less than seven (7) days and will be awarded to the senior applicant.

## **15.05**

At the time of the vacation bid employees may select to take a payout instead of bidding their entitlement. If an employee exercises this option the payout will be on

last pay cheque of the year.

## **ARTICLE 16 - GRIEVANCE PROCEDURE**

**16.01** An employee, or group of employees, covered by this Agreement, who has a grievance concerning the interpretation or alleged violation of this Agreement, or other causes for complaint, shall be entitled to hearings and appeals as provided in the Article.

**16.02** Any complaint shall first be discussed with the appropriate Supervisor of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they wish may be accompanied by a representative of the Union with a view to settling the matter promptly at the local level.

### **16.03 Step 1**

- (a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Station Manager or designate within seven (7) business days after the occurrence or awareness of the situation causing the grievance.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.

- (c) The Company shall hold a hearing within ten (10) business days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union.
- (d) Within ten (10) business days following this hearing, the Station Manager or designate shall render his/her decision in writing to all parties concerned.

#### **16.04**

#### **Step 2**

- (a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal to the Company's Labour Relations Department within seven (7) business days.
- (b) The Company shall hold a hearing within ten (10) business days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.
- (c) Within seven (7) business days following this hearing, the Employees Services Department, or designate, shall render their decision in writing to all parties concerned.

#### **16.05**



The Union may initiate a General or Policy



grievance (Step 2) in writing on any difference concerning the interpretation, or alleged violation of this Agreement, or other causes of complaint within fifteen (15) business days following the date on which the Union first had or ought to have had knowledge of the event.

- 16.06** The parties may extend the time limits by written agreement, when mutually agreed. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.
- 16.07** At any hearing held throughout these grievance procedures, the grievor shall have the right to be represented by a duly accredited representative of the Local/District.
- 16.08** Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.
- 16.09** Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 18.

## **ARTICLE 17 - DISCIPLINE AND DISCHARGE PROCEDURES**

- 17.01** If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee

concerned and the Chief Shop Steward and General Chairperson.

## **17.02**

The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions, or negotiations, with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.

If an employee, who has acquired seniority believes that he has been dismissed or suspended without cause the grievance shall be represented at Step 2 within seven (7) business days after notice has been given to the employee and the Chief Shop Steward. If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration. It is agreed that any suspension placed in abeyance for the purpose mentioned above will be considered time served if the employee commits a further infraction before the initial matter is resolved and will not be a point of challenge if so arbitrated.

If the hearing cannot be held during the employee's regular hours of work, and the employee has to come in to work, the employee shall be paid a minimum of four (4) hours to attend the hearing. The hearing may be held immediately prior to or

immediately after his/her regular hours of work and the employee will be paid the appropriate rate of pay for the time spent while attending that hearing.

**17.03** If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to a maximum of seven (7) business days with pay to provide the Company with sufficient time to investigate and consider all factors.

**17.04** The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months from date of last infraction. An employee shall be entitled to review his/her personnel file by submitting a letter to the local Manager and remove any letters of discipline from his/her personnel file that have expired.

**17.05** If an employee is suspended pending termination, such suspension will take effect immediately upon the employee receiving notice thereof.

## **ARTICLE 18 - ARBITRATION**

**18.01** Notice of Intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen

(15) calendar days of the decision at Step 2 of the grievance procedure.

**18.02** Within ten (10) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 18.01 hereof, the Company and the Union shall name a single Arbitrator from the following list (in alphabetical order):

Rod Germaine  
Ron Keras  
Wayne Moore

Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

**18.03** The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

**18.04** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employee(s) involved.

**18.05** The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

**18.06** The parties may, upon mutual agreement, refer any outstanding grievance to the

Canadian Joint Grievance Panel process as outlined in LOU 3 that is attached to and forms part of, this Agreement. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

## **ARTICLE 19 - UNION / MANAGEMENT RELATIONS**

### **19.01 Union/Management Meetings**

It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end joint meetings will be held on a monthly basis between Management and not more than two (2) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means

of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

**19.02      Letters of Understanding**

Any Letter of Understanding negotiated between the Station Manager or his/her designate and the District Lodge 140 will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

**19.03      Time Off - Union Representatives**

The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels. The Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with

service pressures. In order to facilitate this process it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs and to obtain permission for the time required from the Station Manager or Designate.

- 19.03.01** For meetings involving the Company and the Union, the Company will absorb the cost of the scheduled time lost by Union Members and representatives. The Union will bear the cost of the scheduled time lost by Union Members and representatives while participating in activities authorized by the Union. The Union Local will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case the employees involved will not be deducted or removed from the payroll.
- 19.03.02** Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.
- 19.03.03** The Union will advise the Company in writing of the names of its elected or appointed representatives.
- 19.03.04** The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in

order to familiarize the employees with the Union and the Collective Agreement.

**19.04**

**Bulletin Boards**

The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

**19.04.01**

Company will provide the office combination to the local General Chairperson in order to access Members and bulletin board.

**19.05**

**Data to be Supplied to Union**

With each remittance required under Article 21.05, the Company will supply the Union with a list containing the following information:

- Employees by classification, status and rate of pay;
- Employees on lay-off or Leave of Absence;
- Newly hired employees; and
- Employees who have resigned.

**ARTICLE 20 - GENERAL**

**20.01**

**Health and Safety**

The Company will take all necessary precautions to maintain safe, sanitary and



healthful conditions at all work places. Health and safety matters are important and all employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety.

**20.01.01** A Health and Safety Committee, consisting of two (2) Members appointed by the Company and two (2) Members appointed by the Union will be established in the base. The Committee will meet as required to fulfill the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the Members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.

**20.01.02** The Union Health and Safety Representative is entitled to such approved time from his/her work as is necessary to carry out his/her functions as a Representative. Any time spent by him/her carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been

spent at his/her work.

**20.01.03** The Company will allow time off for related Union training for all Health and Safety Representatives up to a maximum of three (3) employees for a maximum of three (3) days each per year.

**20.01.04** With advance notice, the Union Local National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement.

**20.01.05** Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.

**20.02** **Work Clothes and Uniforms** - The Company will provide the following initial allotment at a deposit of one hundred and fifty dollars (\$150.00) to the employee (to be reimbursed upon return of full uniform). This deposit will be spread over the employee's first six (6) pay cheques.

Lost items are replaced at full cost to the employee. Alterations to the initial issue of work clothes and uniforms which are required for size will be at no cost to the

employee:

### **Special Services Agents**

1 sweater  
3 shirts and 2 pants  
1 Windbreaker

### **Passenger Service Agents**

3 shirts  
2 skirts/slacks  
1 tie/scarf  
1 vest  
1 blazer

The Company will provide up to \$50.00 per year reimbursement for stocking receipts.

**Note:** The above will be replaced as wear and tear warrants.

## **20.04 Locker/Storage Facilities**

Where space is reasonably available, employees will be provided with individual secure storage space for safe keeping of personal effects and work clothes.

## **20.05 Parking**

The Company will agree to pay for, and provide, a parking pass to each employee. Lost parking passes will be the responsibility of the employee to pay associated costs to the Airport Authority. Employees that do not require a parking pass will be paid the sum of fifty dollars (\$50.00) per month as a transit

allowance. Equal payments will be made on the first two (2) pay periods of each month.

## **20.06**

### **Copies of Agreement**

As soon as practical, the Company and Union will prepare a final draft of this Agreement, will agree upon the arrangements necessary for its printing at a Union Shop and the distribution of the printed Agreement. The Union will be responsible for the typing of the final draft. The Union and the Company will be responsible for half the cost of printing each. All employees and all levels of Management concerned will be given a copy of the printed Agreement.

## **20.07**

### **Human Rights**

Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the Officers or Agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, a language ability which is not bona fide, family status, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal. The Company further commits that no employee will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity

on behalf of the Union.

**20.07.01 Sexual / Racial Harassment**

The Company and Union recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation. For the purposes of this Agreement, "harassment" means any conduct, comment or gesture of racial or sexual nature or connotation which is:

- unwanted or may reasonably be considered as unwanted; and,
- offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

Complaints and/or grievances involving allegations of sexual or racial harassment will be handled with all possible confidentiality.

No reprisal shall be made against an employee because they filed a complaint of harassment except where a false charge has been made with malicious intent.

**ARTICLE 21 - UNION SECURITY**

**21.01** The Company shall deduct from the wages of employees the amount of regular dues and initiation fees as may be assessed by the Union Constitution and remit the amount

to the Union subject to the conditions set forth herein.

- 21.02** The amount to be deducted will not be changed except to conform to a change in the Local Lodge Bylaws.
- 21.03** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 21.04** If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 21.05** The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Union Local, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 21.06** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make

deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

- 21.07** The Union agrees to indemnify and save harmless, the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

## **ARTICLE 22 - DURATION OF AGREEMENT**

- 22.01** This Agreement is effective on April 21, 2012 (2 year Agreement) and will continue in full force and effect until April 21, 2014 and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month-to-month

unless notification, in writing, to reopen the Agreement, is served by either party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month-to-month basis, subject always to Article 22.02.

**22.02**

This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no Agreement has been reached.



## **LETTER OF UNDERSTANDING NO. 1 - BENEFITS**

### **L 1.01 Full-time Employee Benefit and Insurance Plans**

The Company agrees to provide at no cost to full-time employee the various Benefit and Insurance Plans currently in place or a replacement Plan providing equal benefits (booklets will be provided) including fifty percent (50%) of MSP premiums (Single or Family).

**L 1.02** Employees who wish to continue their participation in Benefit and Insurance Plans during a Leave of Absence without pay or lay-off may do so, within the time limits of the various Plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such Plans in accordance with arrangements made between the Company and the employee

**L 1.03** Employee Benefits will cease upon the employees last day of work.

### **L 1.04 Part-time Employee Benefits and Insurance Plans**

The Company will pay fifty percent (100%) of the premium for Medical, Life, AD & D, Dependant Life and LTD. The Company will pay fifty percent (50%) of the Dental premium (Single or Family) and fifty percent (50%) of MSP premiums (Single

or Family). For Benefit purposes only, part-time is defined as a regular schedule hours up to thirty-six (36) hours per week.

**Note:** If there are changes to the British Columbia Medical Plan during the duration of the Collective Agreement, the Company and Union will get together and redistribute any savings into other Benefits.

**L 2.01 Sick Leave**

An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed Sick Leave with pay as outlined in the following:

**L 2.02** An employee who has successfully completed his/her probationary period will be credited with four (4) days sick per calendar year or part thereof. The sick days are accumulated but not paid out at the termination of employment.

**L 2.03** The Company may only request a doctor's note after three (3) consecutive days, the cost of the note will be at the employee's expense.

**L 2.04** Accrued Sick Leave will be reduced when an employee is absent due to illness or injury until such time as Sick Leave is exhausted or Disability Insurance Benefits commence except that employees will be entitled to elect to defer the commencement of Disability Insurance Benefits until all of their accrued Sick Leave is

exhausted. Debits for the balance of the shift will be recorded to the next quarter hour.

- L 2.05** The applicable pay for Sick Leave will be the employee's regular rate of pay in effect at the time the Sick Leave is taken.
  
- L 2.06** Paid Sick Leave is for the sole and only purpose of protecting the employee against loss of income while he/she is legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.
  
- L 2.07** Where payment of an employee's WSIB (Workers' Compensation) Claim is delayed, and subject to the employee completing an assignment form agreeing to reimburse the Company when and if their Claim is approved, the employee will be permitted to draw from their Sick Leave credits. When reimbursement is made, the Sick Leave credits which were used will be reinstated.
  
- L 2.08** Sick Leave is not a terminating Benefit.

**LETTER OF UNDERSTANDING NO. 2**  
**MODIFIED WORK**

The Company and Union agree to implement a Modified Work Program for employees covered by this Agreement. This Program will be jointly administered and will define roles, responsibilities and outline processes which allow employees who require accommodation due to disability, including those who are absent due to accident or illness, a level of accommodation that will permit a productive return to the work place.

**LETTER OF UNDERSTANDING NO. 3**  
**THE CANADIAN JOINT GRIEVANCE PANEL INC.**

For The Canadian Joint Grievance Inc.

Schedule 1 and Schedule 2

**BETWEEN:**

Airport Terminal Services

and

International Association of  
Machinists and Aerospace  
Workers Transportation District 140  
and Air Services Local Lodge 16

**WHEREAS** the Company and the Union have agreed to a grievance procedure, as provided in Article 18 of the Collective Agreement, and;

**WHEREAS** the Company and the Union wish to institute an additional procedure for the resolution of grievances;

**THEREFORE**, the Company and the Union agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to The Canada Joint Grievance Panel Inc., established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to The Canada Joint Grievance Panel Inc. within fourteen

(14) days after the completion of Step 2 of the Grievance Procedure.

2. The Canada Joint Grievance Panel Inc. shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event the four (4) persons are not available, The Canada Joint Grievance Panel Inc. shall be composed of two (2) persons, one (1) of whom shall be selected from the Company and the one (1) from the Union. The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.
3. The Canada Joint Grievance Panel Inc. shall meet to hear and determine the grievance(s) and render a decision after hearing the matter brought before it.
4. The majority decision of The Canada Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of The Canada Joint Grievance Panel Inc. shall not be used as precedents.
5. If The Canada Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to Paragraph 3 above the grieving party may proceed to Schedule 2 of The Canada Joint Grievance Panel Inc. or an Outside Board of Arbitration by informing the other party in writing within fourteen (14) days after The Canada Joint

Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.

6. Should the parties agree to proceed to Schedule 2 of The Canada Joint Grievance Panel Inc. they may proceed as outlined in the Rules and Procedures of Schedule 2.
7. The Canada Joint Grievance Panel Inc. shall be governed by Rules and Procedures and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 and Schedule 2 attached hereto.
8. Subject to agreement by the Negotiating Committee, the parties agree that this Memorandum of Agreement and the attached Schedule 1 and Schedule 2, do and will form a part of the Collective Agreement between the parties and will continue to form part of the Collective Agreement through successive Agreements until mutually changed by the parties.

Airport Terminal Services

IAM

Per: \_\_\_\_\_  
Bill Brown,  
Labour Relations

Per: \_\_\_\_\_  
Todd Haverstock,  
General Chairperson

## **LETTER OF UNDERSTANDING NO. 4**

### **Lump Sum Payment:**

Employees hired on or before December 31, 2009 - \$750.00

Employees hired on or before December 31, 2010 - \$415.00

Employees hired after January 1, 2011- \$200.00

**Note:** Employees must have completed training in order to be eligible for the payment.

### **Uniform Expense:**

Employees that have paid three hundred dollars (\$300.00) for uniforms will be reimbursed one hundred fifty dollars (\$150.00) payable over six (6) pay cheques.