

# COLLECTIVE AGREEMENT

*Between:*

**SERVISAIR INC.**  
(Vancouver Ground Handling)



*And:*

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**



*For:*

**Transportation District Lodge 140  
Local Lodge 16**

**AGREEMENT #7**

**September 1, 2009 – August 31, 2010**

**INDEX**

| <b>ARTICLE</b> | <b>SUBJECT</b>  | <b>PAGE</b> |
|----------------|---|-------------|
| 1              | Purpose   |             |
| 2              | Recognition   |             |
| 3              | Rights of Management  |             |
| 4              | Union Dues and Union Membership                                       |             |
| 5              | Strikes and Lockouts  |             |
| 6              | Discrimination  |             |
| 7              | Specific Performance  |             |
| 8              | Union Representation and Safety                                       |             |
| 9              | Complaints, Grievances and Disputes                                   |             |
| 10             | Arbitration   |             |
| 11             | Probation   |             |
| 12             | Seniority   |             |
| 13             | Layoff and Recall   |             |
| 14             | Leave of Absence  |             |
| 15             | Job Postings  |             |
| 16             | Posting of Notices  |             |
| 17             | Hours of Work and Shift Arrangements                                  |             |
| 18             | Overtime and Shift Premiums   |             |
| 19             | Statutory Holidays  |             |
| 20             | Jury Duty and Crown Witness   |             |
| 21             | Annual Vacation   |             |
| 22             | Benefits  |             |
| 23             | Bereavement   |             |
| 24             | Classification of Employees   |             |
| 25             | Protection of Employees   |             |
| 26             | Renewal, Amendment and Termination                                    |             |
| SCHEDULE       | Schedule A – Wage Scale, Premiums, Sick Days                          |             |
| SCHEDULE       | Schedule B – Benefits – Company Contribution                          |             |
| SCHEDULE       | Schedule B, Part 2 –<br>I.A.M Labour Management Pension Fund (Canada) |             |
| LOU            | Letter of Understanding #1 – Loss of Airport Driving Authority        |             |
| LOU            | Letter of Understanding #2 – Unionized Trainer                        |             |
| LOU            | Letter of Understanding #3 – Employment Equity                        |             |
| LOU            | Letter of Understanding #4 – Parking                                  |             |
| LOU            | Letter of Understanding #5 – Sub-Contracting                          |             |
| LOU            | Letter of Understanding #6 – Shift Trades                             |             |
| LOU            | Letter of Understanding #7 – Canadian Joint Grievance Panel Inc.      |             |

## **ARTICLE 1 - PURPOSE**

- 1.01** The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for its hourly rated employees at Vancouver International Airport, including Ramp, Grooming, B.S.S. and Cargo Warehousing, except Supervisory employees in accordance with the Certification issued by the Canada Industrial Relations Board.
- 2.02** Employees who are not Members of the Bargaining Unit covered by this Collective Agreement shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the Agreement.

Supervisors may perform Bargaining Unit work on an emergency and training basis only.

Prior to a Supervisor performing any Bargaining Unit work the Supervisor must justify the situation to a Shop Steward on duty, if no Shop Steward is on duty the Supervisor must call the Chief Shop Steward. If requested by the Union, the Company must provide proof that all avenues were exhausted prior to the Supervisor performing Bargaining Unit work.

If all avenues were not exhausted the Company will pay the senior most employee signed up in the Overtime Sign-Up book, who did not receive overtime for that day, two (2) hours at straight time.

- 2.03** The Company, subject to normal hiring practices, will consider current IAM & AW Members from the YVR community on a preferential basis.

## **ARTICLE 3 - RIGHTS OF MANAGEMENT**

- 3.01** The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency, and,
  - (b) To hire, classify, direct, transfer, promote, demote, lay-off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and,
  - (c) To operate and manage its business in all respects in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice fourteen (14) calendar days before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.

The foregoing statements of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company

had when there was no Agreement are retained by the Company, except where amended by this Agreement.

- 3.02** The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

#### **ARTICLE 4 - UNION DUES AND UNION MEMBERSHIP**

- 4.01** The parties hereto agree that all employees covered by this Agreement shall become Members of, and maintain Membership in good standing, in the Union as a condition of employment.

- 4.02** Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of 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.

- 4.03** New employees shall become Members of the Union within thirty (30) days of the date they commenced employment and shall maintain Membership as a continuing condition of employment.

- 4.04** The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

The Company agrees to deduct authorized initiation/reinstatement fees from employees as authorized.

The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by no later than the twentieth (20th) day of the following month.

- 4.05** The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union official to whom the money so deducted shall be sent.

- 4.06** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

- 4.07** The Company agrees to provide the IAM & AW District Lodge 140, on a quarterly basis, with the names, and addresses of the employees in the Bargaining Unit. These shall be mailed, or faxed to the Union office in Richmond, BC.

#### **ARTICLE 5 - STRIKES AND LOCK-OUTS**

- 5.01** **Strikes** - It is hereby agreed that it is the intention of parties hereto to prohibit strikes in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes.

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

#### **ARTICLE 6 - NO DISCRIMINATION**

- 6.01** The Union and its officials and Members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02** No employee shall be discriminated against by the Company nor suffer any loss of employment because of Membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03** Where the word "he" is used in this Collective Agreement, it also means "she".
- 6.04** The Company agrees to abide by the Canada Labour Code in all matters of personal and sexual harassment.

#### **ARTICLE 7 - SPECIFIC PERFORMANCE**

- 7.01** The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.
- 7.02** It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

#### **ARTICLE 8 - UNION REPRESENTATION AND SAFETY**

- 8.01** The Union will provide the Company a list, on a yearly basis, of the names of all Shop Stewards. In the event that a Shop Steward is required and there are no scheduled Shop Stewards on shift, the Company will contact the Chief Shop Steward. The Chief Shop Steward will be required to attend and if unable he will coordinate a Shop Steward to attend. The Shop Steward will receive a four (4) hour call-out upon the Company's request.
- 8.02** Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only an Officer of the Union shall be present at the meeting with the Company.
- 8.03** (a) The Union may designate and the Company shall recognize Shop Stewards, Senior Stewards and Chief Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward, Senior Steward, and Chief Steward and the work area the Union has so designated him.
- (b) The Company and Union agree to establish a Health and Safety Committee consisting of three (3) Union Members plus the Chief Shop Steward (who will act as the Union Co-Chair) and not less than two (2) Management Members and abide by the Canada Labour Code in all matters pertaining to health and safety.

The Company agrees to abide by the Canada Labour Code in all matters of safety.

**8.04** The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief Steward, and Local Lodge Executive of the functions provided by Article 9 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

**8.05** The Shop Committee, Shop Stewards, Senior Stewards, Chief Steward, and Local Lodge Executive shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.

**8.06** The Union Negotiating Committee shall be granted the time off work with pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement.

The Negotiating Committee shall consist of a minimum of two (2) employees from the Aircraft Serviceman classification and the Chief Shop Steward whose names are to be submitted to the Company in writing.

There will be additional Members added to the Committee based on:

- a) 1-50 ratio of Members (over one hundred (100+) Members)
- b) Activation of existing or new classifications at the 1 to 50 ratio with a minimum of one (1).

**8.07** The Chief Steward will be a full-time position, employed on a day shift Monday to Friday in order that he will be available to discuss Union matters with both the Membership and Management. The full-time steward is to be paid the highest negotiated wage in the Collective Agreement. The wages will be paid as outlined in Local Lodge 16's Policies and Procedures and as mutually agreed between the Company and the Union.

The Company will make every effort to provide an office to the Chief Steward. The Union will require a phone with long distance capabilities. The Company will maintain the monthly telephone maintenance costs and the Union will be recharged for all long distance charges.

## **ARTICLE 9 - COMPLAINTS, GRIEVANCES AND DISPUTES**

**9.01** The parties hereto desire that every complaint shall be dealt with as it justly deserves, as quickly as possible, and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with the Union and his immediate Supervisor (First Step grievance procedure hereunder) within fourteen (14) calendar days of becoming aware of the cause of complaint or right to grieve shall be deemed waived. If during any Step of the grievance procedure it is required by either party that witnesses attend as an aid in settling the grievance, they may be requested to attend.

### **9.02 Discipline and Dismissal**

Prior to any suspension or dismissal, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter.

Within three (3) working days, the Union shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same.

**9.03** Any employee who has been suspended, or dismissed, will be given an opportunity to have a private interview with his Steward at a place designated by the Company. If the discipline includes a suspension without pay, or a loss of premiums, subject to the agreement of the parties, such suspensions or loss of premiums, will not be served until all Steps of the grievance procedure, including arbitration, if applicable, have been exhausted.

If the discipline includes a suspension without pay, subject to the agreement of the parties, such suspension will not be served until all steps of the grievance procedure, excluding arbitration, if applicable, have been exhausted.

**9.04** An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure provided by Article 9.03 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within fourteen (14) calendar days after the separation of employment or aforesaid disciplinary action.

**9.05** 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.

**9.06** **First Step**

An employee who has a complaint shall discuss it with his Supervisor and with his Shop Steward (or his designate) present with a view to prompt and fair adjustment.

**9.07** **Second Step**

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Article 9.02 hereof, within fourteen (14) calendar days, he may state his grievance in writing on the appropriate form and the Chief Steward or his designee shall present it to the department manager or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within seven (7) calendar days thereafter, or within such longer period as may be agreed, the Chief Steward or his designee shall meet with the department manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the department manager, or his designee, shall deliver to the Union his answer in writing.

**9.08** **Third Step**

Should the Union consider that a just settlement has not been found, it may present the grievance to the Company's Regional Director of Human Resources Canada or his designate (General Manager) within fourteen (14) calendar days after the date of the decision rendered in the Second Step. Within fourteen (14) calendar days a meeting to discuss the grievance at Third Step shall be arranged between the Regional Director of Human Resources Canada or his designee and the Union Business Representative, or his designee. Within fourteen (14) calendar days thereafter, the Regional Director of

Human Resources Canada shall present the Company's final decision in writing to the Union.

**9.09** The parties may waive any Step in this procedure and/or extend the time limits by written agreement which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.

**9.10 Unsettled Disputes**

Any matter discussed by the Company and the Union pursuant to Article 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written Notice of Intent to submit the matter to arbitration.

**9.11** Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.

**ARTICLE 10 - ARBITRATION**

**10.01** Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

**10.02** No matter shall be submitted to arbitration by the parties hereto unless and until they have attempted to arrive at a settlement by the means provided by Article 8.02 and Article 9 hereof.

**10.03** Within ten (10) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 9.07 hereof, the Company and the Union shall name an Arbitrator from the following list (in alphabetical order):

Ron Keras  
Don Monroe  
Vince Ready  
Chris Sullivan

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.

**10.04** The Arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case.

**10.05** The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.

**10.06** In hearing disputes arising out of the suspension or dismissal of an employee, the Arbitrator, where he finds such suspension or dismissal was improper, may modify the penalty.

**10.07** The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties. It is understood and agreed that in the event mutual agreement is not obtained then the single format will apply.

Process as follows:

Single:

Standard formal arbitration as directed by the Arbitrator.

Expedited:

1. Hearings will be in Vancouver at locations agreed to by the parties, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).
3. All representations are to be short and concise with:
  - (i) Comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
  - (ii) Limited use of precedential authorities.
  - (iii) Parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Decisions will be:
  - (i) Rendered verbally to parties within three (3) working days of hearing.
  - (ii) Confirmed in writing within two (2) calendar weeks of hearing.
  - (iii) Written and shall set forth a brief explanation of the facts and the terms of the Agreement and/or law, relied upon for decision.
  - (iv) Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
  - (v) Binding on both parties.
  - (vi) Consistent with the terms of the Agreement.
5. Fees and expenses of the Arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

- (i) A brief of pertinent documents will be jointly presented to the Chairperson.
- (ii) If possible, a statement of agreed to facts will be jointly presented to the Chairperson.
- (iii) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
- (iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (v) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairperson.

- (vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (vii) Arguments will be presented only to points in issue.

Mediation of the issue by the Chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

**10.08** The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.

**10.09** The parties hereto will jointly share the fee and expense of the Arbitrator.

**10.10 Multiple Hearings**

The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

**ARTICLE 11 - PROBATION**

**11.01** The first one hundred and twenty (120) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, in the event that an employee may fail probation, the Company will discuss with the District 140 General Chairperson. An employee on probation shall have no seniority and cannot be the subject of the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire.

**Note: Absence will not apply as probationary time**

**11.02** Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 hereof or an employee on Leave of Absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

**11.03** An employee transferring from one classification to another will be required to serve a trial period of thirty (30) calendar days in his new position. This trial period is to provide the Company time to evaluate the employee's suitability in the new classification group. The employee may exercise his seniority in his previous position if he chooses to return or should he fail to successfully complete his trial period.

**ARTICLE 12 - SENIORITY**

**12.01 Definition**

Company seniority for all employees shall be the length of service with the Company and shall govern:

- (a) Vacation entitlement and preference.
- (b) Any other matter agreed to between the parties.

Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 25 and shall not be transferable from one

classification to another. Classification seniority earned in a previous classification may be used for bumping purposes in the event of a lay-off. Classification seniority shall govern:

- (a) Retention as a result of lay-off.
- (b) Recall following lay-off.
- (c) Displacement rights.
- (d) Filling of vacancies.
- (e) Rest days and shift selection.

#### **12.02 Use of Seniority**

Seniority shall be used to determine the relative rights of employees within a classification as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.

#### **12.03 Application of Seniority**

Seniority shall be used to determine the assignment of the work force (as per shift selection and vacancy replacement process procedures, mutually agreed by both parties and providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of lay-offs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications, and know-how to perform all of the work required by the job. "Ability" as used in this Article means possession of the required level of physical fitness, strength, co-ordination, and stamina to perform all of the work required by the job.

#### **12.04 Termination of Seniority**

Employee status and seniority shall both terminate when:

- (a) An employee voluntarily terminates his employment.
- (b) An employee is discharged for cause.
- (c) An employee has been on lay-off for thirty-six (36) consecutive months, or twenty-four (24) months, whichever may apply according to Article 13.02.
- (d) An employee fails to report for work after a recall from lay-off within seven (7) calendar days of receipt of notice of recall. Such notice to be sent by registered mail to the employee's last known address with the Company.
- (e) An employee fails to report for work at termination of Leave of Absence.
- (f) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

**12.05** The Company will post seniority lists at three (3) month intervals and will provide the Union office and the Shop Committee with one (1) copy of each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

**12.06** (a) Should an employee, full-time or part-time, be permanently transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority

shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer.

- (b) Any employee performing a temporary function that is outside the scope of this Agreement must not exceed one hundred and eighty (180) days in a twelve (12) month period. Employee will continue to accrue seniority and salary progression during this period. Should the employee exceed one hundred and eighty (180) days he will forfeit all seniority. The Company will notify in writing both the employee and Union when he reaches one hundred and fifty (150) days.

**12.07** For seniority purposes, Lead Hand is not a separate classification and for all purposes to which classification seniority applies, the employee will continue to accrue classification seniority from the classification last employed in.

**12.08** (a) If an employee transfers to another classification or department, the employees classification seniority will be at least three (3) days prior to any new hires from outside the Company. However, if the Company creates a new classification then Company seniority will prevail.

- (b) If the Company transfers more than one employee on the same day for the same classification, from any department, Company seniority will prevail.

**12.09 Same Day Hiring**

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If a Shop Steward can not be present, any IAM & AW Member in good standing can witness the draw. Union Membership applications will be given out as part of the hiring package.

**ARTICLE 13 - LAY-OFF AND RECALL**

**13.01** Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.

**13.02 Lay-off and Recalls**

- (a) The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority. The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven the Company will train the most senior person to perform the work required.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights in each department.

Recalls from such lay-offs shall be in order of classification seniority.

In the event of major operational changes the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.

An employee who has been laid off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of thirty six (36) months for all employees with five (5) years or more of service. For employees with under five (5) years of service, they will remain on the seniority list for a period of time equal to their seniority to a maximum of twenty four (24) months and a minimum of twelve (12) months. If not recalled to work during that time, his name shall be removed from the seniority list.

- (b) It is agreed that should a staff reduction become necessary, the Company and the Union will discuss mitigation programs in order to try and mitigate the reduction.

The Company will also agree to meet with the Union for the purpose of discussing voluntary severance options, or other means mutually agreeable to the parties in an effort to further mitigate the lay-off.

**13.03** The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in 13.01.

**13.04** Recall shall be by Registered Mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each Notice of Recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by Registered Mail.

**13.05** If within seven (7) working days after the date of receipt of Notice of Recall, an employee shall have failed to notify the Company that he intends to return to work or, if within fourteen (14) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

**13.06 Displacement Rights**

It is agreed that an employee who holds seniority on the credit list in a classification other than the one from which he is being laid-off from, may exercise that seniority, should it be sufficient, in order to bump the most junior employee in that classification. No employee shall be allowed to bump from one classification to another unless they have sufficient seniority to do so.

**13.07** Severance pay for employees on lay-off will be two (2) days for every year of service at the rate of pay at the time lay-off was effective.

**ARTICLE 14 - LEAVE OF ABSENCE**

**14.01** Leave of Absence without pay will be granted by the Company upon two (2) weeks written notice except in special circumstances, for a period not less than two (2) week and not exceeding ninety (90) calendar days. Such Leave, when granted, shall be without loss and with accrual of seniority.

Leave when granted will be in accordance with Article 21.04 (a) in that both vacation and Leave will not exceed the ratios as detailed therein.

Leave will be granted on a first come basis but will not precede vacation bids. The Company shall give its reply within ten (10) working days of receipt of a request.

- 14.02** Personal Leave of Absence without pay in excess of ninety (90) calendar days may be granted only where there is written authorization from the General Manager and District 140 General Chairperson. Exceptions to this clause are Article 14.04 and Childcare Leaves.
- 14.03** On written request of the Union, the Company shall not unreasonably deny a Leave of Absence without pay to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee, except that Leave of Absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending trade Union conferences and training courses. In any event, such Leaves of Absence shall be restricted at any one time to a maximum of three (3) employees.
- 14.04** On written request from the Union, the Company shall grant Leave of Absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who at any time, shall be granted such Leave shall be mutually agreed upon. Seniority shall continue to accrue during such Leave of Absence.
- 14.05** An employee on a personal Leave of Absence will not engage in other employment unless there is written authorization from the General Manager and District 140 General Chairperson.

**14.06 LEAVE FOR EMPLOYEES WITH CHILDCARE RESPONSIBILITIES**

Childcare Leave shall be granted in accordance with the Provisions of the Canada Labour Code to any employee with seniority as follows:

- (a) As a consequence, natural mothers are entitled to leave as per the Canada Labour Code.
- (b) An employee is not obliged to take Maternity Leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.
- (c) An employer is required to reinstate an employee to the position she held prior to the Leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits, and in the same location as the former position.
- (d) No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take Childcare Leave.

**14.07 Maternity Leave**

Every employee who has six (6) months service with the Company is entitled to, and shall be granted, a Leave of Absence and the following rules shall apply for Maternity, Parental, Adoption and Child Care Leaves:

- (a) The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or training because the employee has applied for leave under these clauses.
- (b) No employee can be laid off while on leave under these clauses. However, this shall not prevent the Company from laying-off active employees who are senior to him during his Leave of Absence under this clause.
- (c) Every employee who intends to take a Leave of Absence under these clauses shall:
  - (i) Give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given.
  - (ii) Inform the Company in writing of the length of Leave intended to be taken.

**Note: Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the Leave of Absence.**

- (d) The Company must inform, in writing, every employee who takes leave under these clauses of every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing.
- (e) Every employee who takes leave under these clauses, is entitled to be reinstated at the position that the employee occupied when the leave commenced. If for a valid reason the Company cannot reinstate an employee in that position the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location or awarded a position as per (d) above.
- (f) The RRSP, health and disability benefits, and seniority of any employee who takes, or is required to take, a Leave of Absence from employment under this Article shall accumulate during the entire period of the leave.
- (g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (f) above, the employee is responsible for and must pay on a monthly basis.
- (h) For the purposes of calculating the Pension, Health and Disability Benefit of an employee, the monetary contribution required by (g) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- (i) For the purposes of calculating benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than benefits referred to (f) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- (j) Where an employee is pregnant, that employee is entitled to, and shall be granted, a Leave of Absence of up to nineteen (19) weeks which Leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than nineteen (19) weeks following the actual day of her confinement.
- (k) In the case of a female employee applying for Leave under this Clause, she shall provide the Company with a medical certificate stating the expected confinement date.
- (l) The Company shall not require an employee to take a Leave of Absence because the employee is pregnant, however, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the

employee, that employee may be required by the Company to take the Leave but the burden of providing this rests with the Company.

- (m) If an employee is unable to work because of a pregnancy related or unrelated illness she shall be allowed to use her Sick Leave under this Agreement. This shall not be construed to mean that she shall be allowed Sick Leave while on Maternity or Child Care Leave.

#### **14.08 Child Care Leave**

When an employee has or will have the actual care and custody of a newborn child, that employee is entitled to, and shall be granted, a Leave of Absence of up to thirty-seven (37) weeks commencing as the employee elects.

- (a) In the case of a female employee:
- on the expiration of any Leave of Absence taken by her under Clause 24.02;
  - on the day the child is born; or
  - on the day the child comes into her actual care and custody.
- (b) In the case of a male employee:
- on the day the child is born; or
  - on the day the child comes into his actual care and custody.
- (c) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this Clause shall not exceed thirty- seven (37) weeks.

#### **14.09 Adoption Leave**

- (a) Where an employee commences legal proceedings under the laws of a Province to adopt a child, or obtains an order under the laws of a Province for the adoption of a child, that employee is entitled to, and shall be granted, a Leave of Absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- (b) The combined amount of Leave of Absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

#### **14.10 Parental Leave**

An employee shall be paid at his regular rate of pay up to a maximum of three (3) days pay due to the absence of an employee, or spouse, due to the birth or the adoption of a child.

Should there be complications during childbirth causing the spouse to be detained in hospital, Leave of Absence without pay will not unreasonably be denied.

### **ARTICLE 15 - JOB POSTING**

- 15.01** The Company and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications, and seniority of the employee concerned. Where the skill, ability, experience, and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees, who have not been trained, (i.e.,

if a job is posted, the Company will not take the position that only trained employees may qualify).

When selecting applicants the Company and the Union shall compare employees on the same basis for the same job and provide the Union with the comparison if requested in a dispute.

**15.02** All Bargaining Unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.

**15.03** All Bargaining Unit full-time positions will be offered in the following manner:

**Regular Ramp/Grooming**

1. Part-time in order of seniority

**Full-Time Lead Hand**

1. Lead Pool in order of seniority
2. Classification Seniority

**Full-Time Senior Lead**

1. Senior Lead Pool in order of seniority
2. Classification Seniority

**Senior Lead Hands, Lead Hands, and Relief Lead Hands who, of their own choice, drop their position will not be able to apply for any Lead Hand position for a period of six (6) months. Employees will remain in the Lead/Senior Lead Pool.**

The Company will open both the Senior Lead and Lead Pool two (2) times per year (February and November). The training class will have a maximum of five (5) employees and no 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.

Employees, who are on vacation or Sick Leave (i.e., Long Term Disability, Short Term Disability, Maternity, WCB, ICBC, etc.) during the posting period, will have seven (7) calendar days after their return to bid for the open position.

The Company agrees to create a job postings book which will be available to all employees upon return to work.

**15.04** Full-time Senior Lead, Lead Hand and Regular Ramp/Grooming positions that have been vacated by full-time employees dropping their position or full-time employee's that have quit or that have been terminated, the position will be filled until the next shift bid in the following manner:

**Full-Time Senior Lead:**

1. Full-time Senior Lead Line Transfer
2. Relief Senior Lead in order of seniority
3. Classification seniority

**Full-Time Lead Hand:**

1. Full-time Lead Line Transfer
2. Relief Lead in order of seniority
3. Classification seniority

**Regular Ramp/Grooming:**

1. Full-time Line Transfer
2. Part-time in order of Classification seniority

**Full-Time Line Transfer:**

On a one-time basis for each vacated position, the most senior full-time Senior Lead, Lead Hand or Regular Ramp/Grooming, can vacate their position and move into the open position. To back fill the vacated Line Transfer position, Article 15.03 will apply.

- 15.05** The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

**ARTICLE 16 - POSTING OF NOTICES**

- 16.01** At least five (5) lockable bulletin boards shall be maintained for the posting of Union Notices. 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.

**ARTICLE 17 - 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.

- 17.01** (a) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of eight and one half (8 1/2) hours including one half (1/2) hour unpaid meal break each day.

The forty (40) hour work week can be made up in any of the following rotations:

- (i) Five (5) consecutive eight and one half (8 1/2) hour days followed by two (2) days off.
  - (ii) Four (4) consecutive ten and one half (10 1/2) hour days followed by three (3) days off.
  - (iii) Four (4) consecutive twelve (12) hour days followed by four (4) days off.
  - (iv) Six (6) consecutive eight and one half (8 1/2) hour days followed by three (3) days off.
  - (v) Four (4) consecutive twelve (12) hour days followed by three (3) days off followed by three (3) consecutive twelve (12) hour days followed by four (4) days off.
- (b) In advance of their implementation, the Joint Shift Committee will meet to discuss alteration to the shift schedule. Should no mutual agreement be reached by the Joint Shift Committee the appeal process will moved to the General Manager and General Chairperson who, within seventy-two (72) hours, will render a decision.

The Joint Shift Committee will be comprised of management and the Chief Shop Steward, plus two (2) other Union Members. The two (2) Members must serve a

one (1) year term in the Committee. The Union is to provide names of Members on a yearly basis.

It is understood and agreed, that the parties will work together to try and make the schedules work to the benefit of both parties.

- (c) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the second (2nd) hour and to finish before the end of the sixth (6th) hour of the shift. Employee shifts longer than the standard eight and one half (8 1/2) hour shift, will have their meal break starting from the end of the third (3rd) hour and to finish before 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) his regular hourly rate for one half (1/2) hour. Employees who volunteer to miss their meal break during their shift shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for one half (1/2) hour. Should the employee not receive his meal break in the allotted time, he will have the option of receiving one half (1/2) hour pay at one and one half (1 1/2) his rate; or subject to operational requirements and management approval, he may have the option of leaving one half (1/2) hour prior to the end of his shift, with pay.
- (d) Employees shall not have shifts assigned that are less than nine (9) hours apart.

**17.02** Late starting for employees who arrive late for work shall be calculated as follows:

|                  |                       |
|------------------|-----------------------|
| 0 to 05 minutes  | -no deduction         |
| 6 to 17 minutes  | -15 minutes deduction |
| 18 to 35 minutes | -30 minutes deduction |

Lateness shall be subject to disciplinary action. An employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.

Any notices of lates, sickness or incidents, must be given, or dealt with, in twenty-one (21) days from date of the incident, or the item is dropped and no personnel record involved. If the incident occurs before a holiday, Leave of Absence, or any other accepted absence, then the twenty-one (21) day period commences after the expiration of the holiday or Leave of Absence.

**17.03** The regular schedule of shifts shall be time stamped and posted for the employees.

**17.04 Full-Time:**

- (a) The Joint Shift Committee will arrange full-time shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline 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 full-time shift bids. Once the bid is completed, the Joint Shift Committee will post shift awards four (4) days prior to the schedule's effective date. All full-time employees will bid their shifts not less than twice (2) per year and no more than four (4) times per year. However, in the event of a new customer or termination of an existing customer, the Company will review with the Joint Shift Committee, the requirement for an additional bid.
- (b) The Joint Shift Committee will arrange full-time shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules.

- (c) As a result of a full-time shift bid, if a full-time employee's new schedule conflicts with his previous schedule, the Joint Shift Committee will modify the first week of the new schedule, and/or the last week of the current schedule to:
  - (i) Equalize the hours in the case of full-time employees; and
  - (ii) Ensure that an employee will not work in excess of fifty (50) scheduled hours.
- (d) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given by the Company then 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.
- (e) Should an employee elect to bid a part-time line, he will be unable to bid a full-time position until the next full-time bid, subject to his seniority.
- (f) Should a qualified employee bid a Lead or Senior Lead line, he will be unable to drop the bid line until the next full-time bid.
- (g) The Company, in consultation with the Joint Shift Committee, will determine the number of relief shifts available. It is understood that relief lines may be used to cover all absences, for any reason, from the workplace and minor airline changes.
- (h) The Joint Shift Committee will, prior to any full-time bid, make available, agreed to rules for relief lines for the duration of that existing bid.

**17.05 Part-Time Employees:**

- (a) The part-time shift bid will be conducted and administered by the Joint Shift Committee. Ramp and Grooming employees shall bid their schedules on a monthly basis. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding.
- (b) The completed monthly shift schedule will be posted four (4) calendar days prior to the schedules effective date. The monthly schedule will not change unless 17.05(c) is applicable.
- (c) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given by the Company then 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.
- (d) Part-time shifts will be no less than four (4) hours and no more than seven (7) hours.
- (e) Part-time employees will have two (2) days off per week, consecutive where possible.
- (f) Split shifts can only be made up of two (2), four (4) hour shifts, with a maximum of one (1) hour between shifts and a maximum of six (6) hours. Split shifts must have same day start times.

- (g) The Company, in consultation with the Joint Shift Committee, will determine the number of relief shifts available on a monthly basis. It is understood that relief lines may be used to cover all absences, for any reason, from the workplace and minor airline changes.
- (h) The Joint Shift Committee will, prior to any part-time bid, make available, agreed to rules for relief line for the duration of that existing bid.
- (i) Employees will make every reasonable effort to remain current with the schedule while in the workplace. The Company will advise employees who are on days off if there is a change to their schedule.
- (j) The Company shall fill temporary vacancies as set out in Article 15.04 of this Agreement.

**Extra Shift Sign-Up Book:**

Any part-time employee wishing to work any extra shifts that may come up as a result of an airline change, can sign the book indicating what time of day they would prefer to work. Employees will only be given shifts that fall into their preferred time to work. The book will go in order of seniority and employees must sign up every week.

**17.06** All employees shall be paid a minimum of four (4) hours for each shift worked.

**17.07** The full-time compliment in Ramp and Grooming departments will be determined by airline schedules. Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days, shall constitute a full-time position. However, the Company agrees to meet on an emergency basis to create full-time positions, provided that the requirement is for not less than three (3) months duration and will be reviewed quarterly.

**ARTICLE 18 - OVERTIME AND SHIFT PREMIUM**

**Overtime**

The Company and the Union agree that all overtime will be voluntary with the following exceptions. When employees are requested to work overtime beyond their normal shift it shall not exceed two (2) hours.

**18.01** All employees shall be compensated for all authorized overtime hours worked at one and one-half (1-1/2) times their regular rate for hours worked in excess of regular scheduled hours per day. In addition, anytime an employee is called in for overtime, they shall receive one and one-half (1-1/2) times their rate of pay for their entire shift. This clause does not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week as detailed in Article 17.01(a), including occasions when part-time employees are temporarily filling full-time shifts.

**18.02** (a) The Company and the Union agree that all overtime or extra hours will be voluntary with the following exceptions. When employees are required to work mandatory overtime or extra hours beyond their regular scheduled shift, it will not exceed two (2) hours.

(b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra

hours; the junior employees on shift will be required to work until a replacement is found. An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first hour. If the employee is required to work into the second hour they shall be paid for the full hour no matter how long into that hour they work. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.

- (c) All part-time employees who work less than eight (8) hours per day or forty (40) hours per week and are required to work beyond their regular scheduled shift as per 18.02 (b) will, for the first two (2) hours of extra time, be paid at their regular hourly rate. If the employee is required to work in excess of two (2) hours, then he will be paid for not less than four (4) hours at one and one-half (1-1/2) times their regular hourly rate, regardless of the actual additional hours worked.

- 18.03**
- (a) The Company will distribute voluntary overtime on a classification, seniority basis and post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.
  - (b) Overtime will be recorded on a monthly basis. The Company will post the overtime control sheet from the previous day, on a daily basis on the lunchroom bulletin board.
  - (c) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed. Overtime will be tracked on an hourly basis, not to exceed four (4) hours.
  - (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 in the Supervisor's office.

**Day of Overtime**

1. Employees on shift in book
2. Sign up book - employees Regular Day Off (RDO)
3. On shift employees
4. Seniority list

*This is the order to be called in for day of overtime.*

**Next Day Overtime**

1. Sign up book
2. Seniority list

*This is the order to be called in for next day overtime.*

- (e) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

- 18.04** An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at one and one-half (1-1/2) times

their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.

**18.05** An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employees will not work more than five and one-half (5-1/2) hours at one stretch. There shall be a minimum of three and one-half (3-1/2) hours between meal and breaks.

**18.06 Overtime Bank**

- (a) Effective December 1<sup>st</sup> of each year, employees shall have the option to participate in the time bank. Those who do not elect to participate shall be paid time in accordance with the laid down provisions. Employees, who so elect, to either participate or not, will be bound by that decision to December 1<sup>st</sup> the following year.
- (b) Employees shall have the choice of forty (40), eighty (80) or one hundred and twenty (120) hours for their maximum time bank credits.
- (c) Any employee opting into the time bank cannot exceed one hundred and twenty (120) hours of credit per year. After the selected maximum, all overtime pursuant to Article 18 will be paid out for the balance of the calendar year. Employees may liquidate time bank hours after they have accumulated thirty (30) hours, however, there shall not be any topping up of banked hours.
- (d) For credit purposes, all overtime hours shall be converted to straight time hours.
- (e) All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.
- (f) Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31<sup>st</sup> of any year, said employee shall be paid for any remaining hours at the next closest pay period.
- (g) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- (h) Subject to operational requirement, employees may liquidate time bank hours for not less than one (1) scheduled shift, with a minimum of ten (10) calendar days notice on a first come first serve basis. When requests are made on the same day, seniority will apply.
- (i) A maximum of three (3) employees shall be on time bank in any one (1) day for each of the following departments:
  - 1. Ramp
  - 2. Grooming
  - 3. BSS

However, if the vacation allotment is not full according to Article 21.04 (a) the maximum amount of employees on overtime bank will increase to the ratio outlined in Article 21.04 (a).

**ARTICLE 19 - STATUTORY HOLIDAYS**

**19.01** The following Statutory Holidays shall be observed:

|                |                  |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday    | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Labour Day     | B.C. Day         |

To be eligible for pay for any of the Statutory Holidays listed above, an employee must work four (4) hours of scheduled shift immediately preceding and four (4) hours of the scheduled shift immediately following the Statutory Holiday. These shifts shall be known hereafter as "Obligatory Shifts".

- 19.02** In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent, in hours of his regularly scheduled shift, whichever is greater.
- 19.03** An employee who works on a Statutory Holiday will be paid at one and one-half (1 1/2) times their regular rate of pay for the hours worked in addition to the paid Statutory Holiday or will receive a day off in lieu at the employee's request.
- 19.04** Part-time employees are required to work ten (10) days in the previous thirty (30) days to qualify for Statutory Holiday.
- 19.05** One (1) additional day with pay will be granted to permanent employees who have completed at least sixty (60) days of service. Such day off will be determined by agreement between the Company and the employee or assigned on thirty (30) days notice following October 31st in each calendar year.

Days may be assigned under the thirty (30) days notice provision up to January 31st in the following calendar year. Any days assigned in the above manner will be assigned consecutively with the employee's scheduled rest days.

- 19.06** Wages will be paid for a Statutory Holiday to an employee absent from work on either/both of the Obligatory Shifts under the following circumstances provided satisfactory proof is shown:

- (a) Verified illness,
- (b) Death in the immediate family,

Immediate family means: Parent, legal guardian, spouse, common-law spouse, child, brother, sister, parent or legal guardian of spouse, brother and sister-in-law, Aunt and Uncle, grandparents or grandchildren of employee or spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- (c) Jury duty,
- (d) Prior written permission,
- (e) Subpoenaed witness

## **ARTICLE 20 - JURY DUTY AND CROWN WITNESS**

- 20.01** Employees subpoenaed as a Crown Witness or for jury duty shall be paid the difference between the normal daily wages and the amount they receive for such public duty.

**20.02** Employees who must appear in court for reasons of other than those mentioned in 20.01 shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

## **ARTICLE 21 - ANNUAL VACATION**

**21.01** All employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays:

- (a) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31<sup>st</sup>. Holiday entitlement of one (1) day per completed calendar month for a total of ten (10) working days.
- (b) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to ten (10) working days vacation.
- (c) Employees who at their vacation selection date, have five (5) years or more of continuous service, or whose seniority is equivalent to five (5) years or more, shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to fifteen (15) working days vacation.
- (d) Employees who at their vacation selection date, have ten (10) years or more of continuous service, or whose seniority is equivalent to ten (10) years or more, shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to twenty (20) working days vacation.

**21.02** The vacation selection date shall mean the employee's confirmed vacation starting date. Vacation leave must be taken in conjunction with regular days off. All days taken off for vacation will be a day-for-a-day (i.e., 4 on, 4 off).

**A person will not lose their additional earned vacation time should they take vacation before their seniority date in the year that they become entitled to additional vacation time. It is the parties understanding that an employee can take the additional vacation time that they have newly acquired after their seniority date.**

- 21.03**
- (a) Vacation pay shall not be paid for vacations not taken except to an employee who quits, is dismissed, or is laid off. Such an employee shall receive vacation credits at the time his employment ceases, except for an employee who has been temporarily laid-off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.
  - (b) On fourteen (14) days written notice, employees proceeding on annual vacation will be entitled to receive their holiday pay cheque prior to the beginning of their holiday.

**21.04** Except where a department has 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:

|                           |                              |
|---------------------------|------------------------------|
| Aircraft Servicemen       | - 1 employee in 10 employees |
| Aircraft Groomer          | - 1 employee in 10 employees |
| Lead Hands                | - 1 employee in 4 employees  |
| Senior Lead Hands         | - 1 employee in 4 employees  |
| Baggage Sortation Service | - 1 employee in 6 employees  |

(b) Vacation bids will be by seniority in the employee's respective departments and will be done in December for the following year. However, 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.

(f) After completion of vacation bid, should an employee request to change his vacation, he must request change in writing. Requests must be made prior to relief schedule being bid and will be subject to availability except in the event of a verified emergency.

(g) Should any vacation blocks become available after the completion of the bid, the Company will post open vacation blocks when they become available. Vacation blocks will be awarded based on seniority.

## **ARTICLE 22 - BENEFITS**

**22.01** (a) The Company shall provide the basic coverage under the British Columbia Medical Plan.

(b) Unless otherwise modified in writing by the Company and the Union, beginning on 2006, the Company will pay a fixed amount per month as per Schedule "B" for every eligible active full-time or part-time employee as a benefit premium for the duration of the Collective Agreement. Employees become eligible after completing their probationary period as specified in Article 11 of the Collective Agreement. The amounts described in Schedule "B" will be paid by the Company to Pacific First by the 10th of every month.

- (c) The Company does not guarantee, nor warranty, any level of benefit coverage, nor is the Company responsible for providing administrative support or information reporting as it would relate to any replacement benefit coverage provided by the Union.

The Company will notify the Union and the provider of any change of employment status within twenty-one (21) days of such change.

## **ARTICLE 23 - BEREAVEMENT**

In the event of a death in the employee's immediate family, or in the event of a serious illness or injury requiring a doctor's care or hospitalization affecting the employee's spouse or children, he would receive up to the next three (3) succeeding days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any claimant is made under the terms of this section. In the event the death in the immediate family is outside Canada, the employee may have an additional seven (7) days Leave of Absence, without pay, to attend the funeral.

**Immediate family means:** parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law, grandparents or grandchildren of employee and spouse, and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

## **ARTICLE 24 - CLASSIFICATION OF EMPLOYEES**

**24.01** Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The Company may request a waiver of this provision in the event that special circumstances involving a specific contract warrant same. In this circumstance the Company and the Union will meet to identify in writing the specifics and degree of the waiver and agreement from the Union shall not be unreasonably withheld. The job classification in which employees shall be classified are those listed below:

### **AIRCRAFT SERVICEMAN**

#### Normal Duties

1. Cleaning of aircraft exteriors.
2. Loading and unloading of baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. Operate safely and efficiently all types of equipment and vehicles.
5. After training, operate, position, remove, connect, and disconnect ground power and air start units.
6. After training, perform push-out service.
7. Any other duties associated with this job classification.

### **GROOMER**

#### Normal Duties

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.
4. Responsible for the cleaning of the supply room and its inventory as directed by the Company.
5. Any other duties associated with this job classification.

## **BAGGAGE SYSTEM OPERATORS**

### Normal Duties

1. Inspect baggage for proper tagging.
2. Assist every passenger when possible.
3. Distribute tubs.
4. Scan baggage tags.
5. Communicate with the Airport Authority and the Airline.
6. Be familiar with general loading procedure for baggage and cargo.
7. General knowledge of Airline and airport codes.
8. Respond to and clear baggage jams.
9. Respond to and evaluate other systems difficulties.
10. Operate all associated computer systems.
11. Any other duties associated with this job classification.

## **LEAD HAND**

### Normal Duties

A Lead Hand is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job; and discuss aspects of the operation with the customer.

### Qualifications

- (a) Priority will be given to Temporary Lead Hands from the Lead Hand Pool who apply for the position.
- (b) Must have thorough understanding of the job requirement of his classification.
- (c) Must be able to organize job functions within his classification and direct and supervise other employees on performance of these functions.
- (d) Must have the necessary qualifications related to his classification.
- (e) Must be of good character, neat in appearance, and safety minded.
- (f) Must try to attain a valid "D" permit from the Airport Authority. (Exception will be given to Groomers and BSS employees.)

Note: The above qualifications apply to both Lead Hand and Lead Hand relief pools.

## **SENIOR LEAD HAND**

### Normal Duties

A Senior Lead Hand has the same specific duties and responsibilities as defined under the Lead Hand classification. In addition, he will have the responsibility of directing and supervising the work of one or more Lead Hands and those employees assigned to him. he will be responsible for training within his classification.

### Qualifications

- (a) Priority will be given to Lead Hands from the Senior Lead Hand pool who apply for this position.
- (b) Must have thorough understanding of the job requirement of his occupational group.
- (c) Must be able to organize and plan job functions within his classifications and direct and supervise other employees on performance of these functions.
- (d) Must have the necessary qualifications related to his occupational group.
- (e) Must be of good character, neat in appearance, and safety minded.
- (f) The employees entering this position will be on a ninety (90) day probationary period.
- (g) Must attain a valid "D" permit from the Airport Authority. (Exception will be given to Groomers and BSS employees).

Note: The above qualifications apply to both Senior Lead Hand and Lead Hand relief pools.

### **STUDENT CASUAL EMPLOYMENT – SCE**

The Company and the Union have entered into this agreement in an effort to accommodate those employees who are also pursuing the continuance of their education on a full-time basis and wish to maintain a casual working relationship with the Company.

#### **Eligibility:**

SCE status is available only to current full and part-time employees.

Application for SCE status must be provided to the Company with two weeks written notice. Such application must be accompanied by written confirmation of the employee's enrolment in an accredited learning institution on a full-time basis. For the purpose of this agreement, enrolment and attendance in a minimum of three (3) courses shall constitute full-time status.

SCE status is limited to a maximum of nine consecutive months. Should an employee fail to return to part or full-time status within that time frame, he shall be deemed to have resigned from the Company.

A SCE must be willing and able to provide the Company with sufficient availability to meet the intent of this letter. Where work is available, a SCE shall work a minimum of thirty-six (36) hours per month and a maximum of seventy-five (75) hours.

The Company reserves the right to determine the number of SCE positions that will be employed in any given area however will do all possible to accommodate all employees wishing to attain SCE status.

#### **Employee Status:**

The terms of the Collective Agreement will apply unless modified herein.

Employees with SCE status will not be eligible for any of the benefits provided under Article 22 and Sick Days as outlined in Schedule "A".

For the purpose of uniform cost recovery as provided for under Article 26, an employee with less than one year of service who elects SCE status, will remain liable for the cost of his uniform until the completion of one continuous year of service. Failure to maintain eligibility requirements as noted above will also be considered resignation for this purpose. Employees in SCE status will continue to accrue seniority while working in the

capacity of a SCE.

**Shift Arrangement and Overtime:**

The provisions of Articles 17.03, 17.04 and 17.05 (a) & (b) shall not apply.

SCEs will be paid overtime rates only for all hours worked in excess of forty (40) per week however the provisions of Articles 18.02c and 18.04 shall apply.

Student Casual Employees will not be eligible to bid upon regular, full and part-time shifts.

SCEs will be permitted to work shifts originally assigned to all employees on a “shift trade” basis.

SCEs will be required to provide the Company with their availability in accordance with the procedure established by the Company and the Union.

The Company will advise SCEs of their shift assignment in accordance with the procedure established by the Company and the Union.

It is understood that additional hours will be offered to SCEs in accordance with the procedures mentioned above prior to offering and awarding the extra hours to regular full or part-time employees on an overtime basis when the requirements are known in advance. On the “day of” overtime will be offered in accordance with local procedures.

- 24.02** To provide for instruction of new work where there has been a substantial change in the work assignments of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new title.
- 24.03** The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 24.04** In determining qualifications for classification purposes, the Company may, at its discretion credit a new employee with previous experience and training acquired outside the Company services.
- 24.05** Whilst an employee shall not normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him, provided they are not assigned on a regular basis.
- 24.06** Progression within each classification shall be automatic within the terms of the job description.
- 24.07** In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.
- 24.08** Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification.

**MINIMUM QUALIFICATION FOR ALL CLASSIFICATIONS**

- (a) Must hold a valid driver's license issued in the Province of British Columbia and provide a driver abstract upon request of the Company, and obtain and maintain an Airside Vehicle Operating Permit where required by the Company.

If requested, the Company will provide for time off with pay to obtain the abstract and any other costs associated to the abstract.

- (b) Must have good driving ability and show an acceptable standard of equipment handling after the initial training.
- (c) A Lead must have thorough understanding of the job requirements of his classification and must have the ability to organize job functions, write reports related to the job (i.e. Hazard Safety reports) and direct other employees in performance of these functions.

## **ARTICLE 25 - PROTECTION OF EMPLOYEES**

All employees are required to wear uniform/personal protective equipment (PPE) while airside and performing the duties with his classification.

### **RAMP ATTENDANTS**

The Company will provide the following uniforms to employees classified by the Company as regular Ramp employees. Should an employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque:

4 shirts and 4 pants per year, for full-time employees plus a replacement if work wear-and-tear warrants it

3 shirts and 3 pants per year, for part-time employees plus a replacement if work wear-and-tear warrants it

#### **PLUS:**

- 1 3/1 jacket every two (2) years
- 1 rain suit per 2 years, excluding BSS
- 1 set ear protectors, as needed, if turned in
- 1 pair summer gloves per year
- 1 pair winter gloves per year, excluding BSS

Boot allowance: the Company will provide one hundred dollars (\$100.00) per year paid by April 1st of each year.

Summer t-shirts will replace the golf shirts and will have the Company logo and the Union logo on it.

### **GROOMER**

The Company will provide the following uniforms to employees classified by the Company as Groomers. Should the employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque:

- 1 summer jacket per year
- 4 shirts and 4 pants per year - full-time
- 3 shirts and 3 pants per year - part-time
- 1 pair ear protectors, or as needed, if turned in
- 1 winter parka every two (2) years (anti-static)

Shoe allowance: If HRDC makes an order for steel toes, the Company will offer a shoe allowance.

The Company agrees to provide all Bargaining Unit Members with lockers.

If legislation is enacted which has an effect on the provisions of this Agreement or on Company Policy which has a detrimental effect on the employees covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

Rain Gear will be provided by the Company.

**ARTICLE 26 - RENEWAL, AMENDMENT, AND TERMINATION**

**26.01** Except as otherwise provided herein, this Agreement shall be effective from September 1, 2009 until August 31, 2010 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

**26.02** If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

**IN WITNESS WHEREOF the parties have executed and SIGNED this Agreement at:**

**RICHMOND, BRITISH COLUMBIA, this \_\_\_\_\_ day of \_\_\_\_\_, 2010.**

**FOR THE COMPANY:**

**FOR THE UNION:**

\_\_\_\_\_  
Warren Maines, General Manager - YVR

\_\_\_\_\_  
Todd Haverstock, General Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE "A"**

**WAGE SCALE, PREMIUMS, SICK DAYS**

**RAMP, GROOMERS, AND BAGGAGE SORTATION**

**Tow Premiums**

Qualified employees and Senior Leads who perform tows receive a premium of \$20.00 per tow

**Sick Days**

Employees shall receive seven (7) paid sick days per calendar year as of January 1, 2006 and will receive one (1) additional sick day January 1, 2007 which will make a total of eight (8) paid sick days, if not used, to be paid out at 100% at the end of each respective calendar year.

Unless the employee is enrolled in the Company attendance program, the Company may only request a doctor's note after three consecutive days absent. The Company must advise the employee on his first day back to work that a note is required. The cost of the note will be at the Company's expense.

An employee may choose to add the unused sick days of a given year, to the subsequent year's vacation time when the vacation bids are conducted in December as per Article 21.04

**Premiums**

**Lead Hand:**

Ramp                      \$2.75  
Grooming                \$2.50  
B.S.S.                     \$2.50

**Senior Lead Hand:**

Ramp                      \$3.75  
Grooming                \$3.50  
B.S.S.                     \$3.50

| <u>CURRENT WAGE SCALE RAMP SERVICES</u> |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |
|---|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|
| START                                   | 6MO   | 12MO  | 18MO  | 24MO  | 30MO  | 36MO  | 42MO  | 48MO  | 54MO  | 60MO  | 66MO  | 72MO  | 78MO  | 84MO  | 90MO  | 96MO  | 108MO | 120MO |
| - 10.09                                 | 10.41 | 10.73 | 11.24 | 11.78 | 12.32 | 12.86 | 13.39 | 13.81 | 14.22 | 14.64 | 15.06 | 15.49 | 15.89 | 16.31 | 16.74 | 17.14 | 17.82 | 18.52 |

**LUMP SUM PAYMENT:**

All top rate employees, as of September 1, 2009, will receive a one thousand dollar (\$1,000.00) lump sum payment to be paid on the first pay cycle after ratification as a separate deposit to all employees on Company payroll as at ratification date.

**SCHEDULE "B"**

**BENEFITS - COMPANY CONTRIBUTION**

|                  |                    |
|------------------|--------------------|
| Full-time Family | \$160.00 Per Month |
| Full-time Single | \$95.00 Per Month  |
| Part-time Family | \$105.00 Per Month |
| Part-time Single | \$50.00 Per Month  |

**RRSP CONTRIBUTIONS:**

The IAM & AW Pension Plan is effective the 1st day of the 1st month after the date of ratification thirty cents (\$.30) per hour maximum twelve dollars (\$12.00) per week.

## **SCHEDULE B – PART 2**

### **I.A.M. LABOUR MANAGEMENT PENSION FUND (CANADA)**

It is agreed that for the duration of this Collective Agreement, the Company shall make payments to the IAM Labour-Management Pension Fund (Canada) for every employee performing work in a job classification covered by this Collective Agreement as follows:

1. For each hour worked by and for which the employee receives pay, the Company will contribute thirty cents (\$.30) but not more than twelve dollars (\$12.00) per week for any one employee.
2. Contributions are payable for all employees covered by the Collective Agreement, either full-time or part-time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the IAM Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1979, which has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, conform with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company, at all times, to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out until a suitable date and time has been arranged with the Company Secretary Treasurer. The Company shall not arbitrarily withhold and delay arrangements for an audit.
4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20th) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorney's fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.
5. The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without written consent of the IAM Labour-Management Pension Fund (Canada).

Copies of any renewal or extension Agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

This obligation for Pension contributions covers the operations of Servisair Inc. at Vancouver International Airport, British Columbia.

**LETTER OF UNDERSTANDING #1**

**LOSS OF AIRPORT DRIVING AUTHORITY (D.A)**

- (a) The Company will accommodate up to two (2) employees in each department at any one time, who may have lost their Airport Driving Authority (D.A.). This will be based strictly on seniority.
- (b) Such period of accommodation shall not exceed one (1) year from the date of loss of Airport Driving Authority (D.A.) for any employee.
- (c) If no positions are available to provide accommodation (modified duties accommodation supersedes this letter regardless of seniority) then the employee shall be placed on an unpaid Leave of Absence (LOA) until such time there is a vacant position or their Airport Driving Authority (D.A.) is reinstated.
- (d) Should the Airport Authority initiate a policy of confiscating airport security passes for a suspended license of Airport Driving Authority (D.A.), this letter shall be redundant for the duration of the policy.

**LETTER OF UNDERSTANDING #2**

**UNIONIZED TRAINER**

Should the Company requirement for a training position increase from one management any additions will be Unionized and filled by Article 15.

## **LETTER OF UNDERSTANDING #3**

### **EMPLOYMENT EQUITY**

Employment Equity or diversity means respect for the uniqueness of each individual who works for the Company. That uniqueness may be characterized by the many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. The Company expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is, and has always been, committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian workforce, namely: women, aboriginals, visible minorities and people with disabilities. Nothing in this letter diminishes the Company's and the Union's responsibilities in the duty to accommodate.

The Company will provide accommodation to make a job or worksite appropriately suited to the health, or cultural needs of individuals. Accommodation is determined by factors including, but not restricted to, cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and/or diversity related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

**LETTER OF UNDERSTANDING #4**

**PARKING**

Parking paid one hundred percent (100%) by the Company. Employees that 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.

**LETTER OF UNDERSTANDING #5**

**SUB-CONTRACTING**

The Company will not sub-contract out any work that is performed by employees in the Bargaining Unit for the duration of this Collective Agreement.

## **LETTER OF UNDERSTANDING #6**

### **SHIFT TRADES**

Shift trades are a privilege.

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.

It is the employee's responsibility to ensure his shift trade, whether traded away or picked up, has been approved. This approval must bear the signatures of the supervisor and both employees involved. Once the request has been approved by the Company, the employees involved shall assume full responsibility for the shifts they have agreed to work.

Employees may only shift trade with others that are equally qualified to perform the work, which may be airline specific.

An employee that trades his shift away, is ineligible to work overtime during the original scheduled hours.

Shift trades must adhere to Article 17.02 (d).

In the event the employee is unable to work the approved shift trade due to illness, sick time allotment will not exceed the employee's originally scheduled shift.

- a) If the employee is scheduled to be on an RDO, he will be ineligible to receive sick benefits.
- b) If a full-time employee shift trades with a part-time employee and subsequently calls in sick, that employee will be paid at the part-time hours missed and will lose one day to their sick allotment.

Premiums associated to the Lead Hand and Senior Lead Hand shifts will not be allotted when employees have traded with non-premium paid portions.

A maximum of three (3) employees may be involved in a shift exchange.

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.

**LETTER OF UNDERSTANDING #7**

**CANADIAN JOINT GRIEVANCE PANEL INC.**

For the Canadian Joint Grievance Panel Inc.  
Schedule 1 and Schedule 2

**BETWEEN:**

**SERVISAIR INC.**

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
TRANSPORTATION DISTRICT 140, AND,**

**AIR SERVICES LODGE 16**

**WHEREAS** the Company and the Union have agreed to a grievance procedure, as provided in Article 9 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 3 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 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 Letter of Understanding 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.

**SERVISAIR INC.**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS & AEROSPACE WORKERS  
DISTRICT LODGE 140, and,  
AIR SERVICES LOCAL LODGE 16**

---

Warren Maines,  
General Manager – YVR

---

Todd Haverstock,  
General Chairperson