

# COLLECTIVE AGREEMENT

## NO. 2

*Between:*

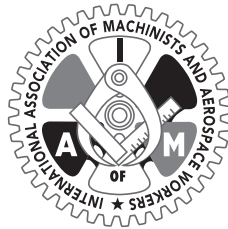
**SWISSPORT CANADA HANDLING INC.  
(VANCOUVER)**



*And:*

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**DISTRICT LODGE 140 & LOCAL LODGE 16**



**TERM OF AGREEMENT**

**September 1, 2009 – September 1, 2012**

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## **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 the 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 engaged in ground handling and cabin services, passenger services, excluding ground service equipment maintenance employees, operations coordinators, Supervisors and those above the rank of Supervisor, in accordance with the Certification issued by the Canada Industrial Relations Board.
- 2.02**
- (a) 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 this Agreement.
  - (b) Supervisors may perform Bargaining Unit work in the event of an irregular operation (IROP) flight that arrives more than twenty (20) minutes prior to its scheduled arrival time, or more than fifteen (15) minutes after its scheduled arrival time. Supervisors may perform Bargaining Unit work on a training basis and in an emergency.
  - (c) Supervisors may perform Bargaining Unit work to assist where necessary when short staffed due to sickness, lates or employees who did not give notice and failed to report to work (no-shows) provided efforts to call overtime and/or accommodated and/or address the shortage from employees on shift have been exhausted.
  - (d) Prior to a Supervisor performing any Bargaining Unit work, the Supervisor will explain the situation to a Shop Steward on duty. If requested by the Union, the Company will describe the efforts taken by the Supervisor to avoid his performing the Bargaining Unit work prior to the Supervisor performing it.
  - (e) If the Company fails to make the above efforts to have a Member of the Bargaining Unit perform the work, the Company will credit the Union with two (2) hours. The hours will be put in a bank and will be available when the Union requires Members to be released to conduct Union business.

## **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 contrary to the provisions of this Agreement 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 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** (a) The Company agrees to give written notice fourteen (14) calendar days before it intends to make any change in written Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.
  - (b) The Company agrees to be fair and reasonable in the administration and interpretation of the provisions of this Agreement.
- 3.03** 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 semi-annual 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, 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 Human Rights Code in all matters of personal and sexual harassment.

## **ARTICLE 7 - SPECIFIC PERFORMANCE**

- 7.01** 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 shall name a Shop Committee of not more than fourteen (14) Members who shall be employees of the Company covered by this Agreement. However, no more than four (4) Members shall attend any meeting between Management and Union.
- 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 once per month if necessary during working hours. The necessity for such meeting shall be identified by either party submitting an agenda of matters to be discussed. An Officer of the Union may be present at the meeting with the Company.
- 8.03** (a) The Union shall designate and the Company shall recognize Shop Stewards for each work shift such that a Shop Steward is working the majority of hours on each shift. Should there be no Shop Steward on shift and the Company requests a Shop Steward to attend a meeting, he will be paid a minimum four (4) hour callout. The Company shall be kept informed of the name of each Shop Steward and the shift for which he has responsibility.
- (b) The Company and Union agree to establish a Health and Safety Committee consisting of six (6) Union Members 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 of the functions described in Article 9 hereof, for settlement of a complaint or grievance can commonly arise during his regularly 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 Members and Shop Stewards shall perform the functions herein provided in such a 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 time off work with pay necessary to conduct direct negotiations with the Company for a new Collective

Agreement. The Negotiating Committee shall consist of four (4) employees and a Shop Steward whose names are to be submitted to the Company in writing.

- 8.07** The Company agrees to provide a Leave, with pay, for two (2) ten (10) hour shifts per week to the Chief Shop Steward for the purpose of conducting Swissport Union business. The Chief Shop Steward will be designated by the Union. The Chief Shop Steward will be paid the highest negotiated wage in the Collective Agreement. The Chief Shop Steward will maintain all Benefits. The Chief Shop Steward will be required to “palm” in and out. Should the Chief Shop Steward be required to leave the premises he will be required to advise Management.

## **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 the 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, dismissed or demoted, will be given an opportunity to have a private interview with his Shop Steward at a place designated by the Company.

The Company agrees to meet with the employee and their representative before finalizing disciplinary action. This does not preclude the Company from holding an employee out of service pending investigation, nor does it preclude the Company from sending an employee home if that employee's presence creates a hazard to himself or other employees. Employees will be paid for all time held out of service due to the above. This does not apply to Company issued suspensions.

When discipline is issued, the Company will provide the employee a letter or use the Notice of Disciplinary Action form. In either case, the Company will provide a meaningful description of the conduct which gave rise to the need to issue discipline.

- 9.04** An employee who feels that he has been unjustly disciplined or dismissed may present a written grievance and the same shall be entered at the Second Step

of the Grievance Procedure provided by Article 9.07 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 about the grievance, either directly or indirectly, with the aggrieved employee if the employee does not agree to such discussions. No settlement of a grievance shall be binding without the consent of the Union Representative.

### **Grievance Procedure**

**9.06** **First Step**

An employee who has a complaint shall discuss it with his immediate Supervisor or Duty Manager and with his Shop Steward present with a view to prompt and fair resolution.

**9.07** **Second Step**

Should an employee not receive satisfaction from his immediate Supervisor or Duty Manager pursuant to Article 9.06 hereof, within fourteen (14) calendar days of the First Step Meeting, he shall state his grievance in writing on the appropriate form and the Chief Steward or his designee shall present it to the Station Manager/Ramp Manager or their 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, a Steward or his designee shall meet with the Station/Duty Manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the Station/Duty Manager, or his designee, shall deliver to the Union his answer in writing.

**9.08** **Third Step**

Should the employee consider that a just settlement has not been found, he may present the grievance to the Company's Regional Vice President, Canada or his designee (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 Vice President, Canada or his designee and the Union Business Representative, or his designee. Within fourteen (14) calendar days thereafter, the Regional Vice President, 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. The extension must be for a fixed time. Should either party fail to meet the time limits set out in this Article, that party must concede the grievance.

**9.10** **Unsettled Disputes**

Any dispute unsettled at the Third Step may be submitted to arbitration by either party provided that it shall be deemed to be settled or abandoned if, within

twenty-one (21) calendar days after the Third Step 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 written discipline, the Employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment. For serious offences such as those involving suspensions of one week or more the record must remain clear for two years.

## **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 a single Arbitrator from the following list (in alphabetical order):

Brian Foley  
Rod Germaine  
Vince Ready

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. no 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 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.

**10.11 Canadian Grievance Panel**

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

**ARTICLE 11 - PROBATION**

**11.01** (a) The first sixty (60) calendar days worked shall be the probationary period during which the Company will assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed. 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 which is the first day of training or first date of work for which the employee is paid or the date of effective employment in the hire letter, whichever is earlier.

(b) The Company will have a performance review with the employee and Union Representative within thirty (30) days of hiring. Should a Shop Steward not be on shift the Company will contact the General Chairperson.

**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) days worked in his new position. This trial period is to provide the Company time to evaluate the employee's suitability in the new

classification. The employee may exercise his seniority in his previous classification if he chooses to return to it 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 scheduling; and
- (b) Any other matter agreed to between the parties.

**12.02** Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 24 and shall not be transferable from one classification to another. Classification seniority earned in a previous classification may be used for bumping the most junior employee in the employee's previous job classification 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 (Bumping) rights.
- (d) Filling of vacancies.
- (e) Shift selection.
- (f) Any other matter agreed to between the parties.

### **12.03 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.

### **12.04 Application of Seniority**

Seniority shall be a factor in shift selection and vacancy filling (providing there is an equitable distribution of expertise to meet contractual commitments). Seniority shall also be a factor in the order of lay-offs and recalls. Where the qualifications and ability of the candidates for layoff, recall, vacancy filling, and bumping or shift selection are relatively equal, classification seniority will be the determining factor. "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, coordination, and stamina to perform all of the work required by the job.

### **12.05 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 and not re-instated;
- (c) an employee has been on lay-off for twenty-four (24) consecutive months;
- (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 after termination of Leave of Absence;
- (f) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when circumstances beyond the employee's control make it impossible to give such notice. Working days interrupted by scheduled days(s) off are "consecutive scheduled working days".

**12.06** The Company will post seniority lists at six (6) 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 notify the Company for the purpose of having the seniority list corrected after which time, failing correction of the list to the employee's satisfaction, the employee may file a grievance. Employees on Vacation Leave and those on Leave of Absence at the time of posting will have fourteen (14) days from their return to work to seek corrections.

- 12.07** (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 ninety (90) days per year in the position during this time the employee will continue to accrue seniority. At the end of such temporary function the employee shall return to his previous position. Should an employee exceed ninety (90) days he shall forfeit all acquired seniority.

**12.08** For seniority purposes, Team Leader 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.

- 12.09** (a) If an employee transfers to another classification, the employee's classification seniority will be higher, by at least three (3) days, than any new hires from outside the Company hired at the same time as the employee who transferred. 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 to the same classification, Company seniority will determine such employee's classification seniority.

**12.10 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 any circumstance including, without restricting the generality of the foregoing, fire, flood, explosion, Act of God, work stoppage by employees of an airline serviced by the Company, make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to Article 12 with twenty-four (24) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled according to Article 12.

**13.02** (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 according to Article 12. The onus shall be on the Company to establish that the qualifications and ability of the junior employee are superior to that of the senior employee.

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

Recalls from such lay-offs shall be according to Article 12.

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 retain and continue to accrue seniority for a period of twenty-four (24) months. The accrual of seniority in this manner shall not be considered as time worked for purposes of calculating vacation entitlement or any other benefit tied to years of service.

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

**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 letter of recall and notification of each recall made by personal interview. An employee on the recall list with seniority must keep the Company informed of any change of address by Registered Mail.

**13.05** If within ten (10) 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 ten (10) 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 and employment will then be considered terminated.

**13.06 Displacement Rights**

It is agreed that an employee who holds seniority in a classification other than the one from which he is being laid-off may exercise that seniority, should it be sufficient, to apply to bump the most junior employee in that classification in accordance with Article 12. No employee shall be allowed to bump from one classification to another unless they meet the requirement of Article 12, including having sufficient seniority to do so.

**13.07 Severance Pay**

In the event that employees are permanently laid-off due to the permanent closure of all or part of the Company's operations, severance pay will be paid in accordance with the Canada Labour Code.

**ARTICLE 14 - LEAVE OF ABSENCE**

**14.01** After one (1) year of service, a Leave of Absence without pay may be considered by the Company upon four (4) week's written notice except in special circumstances for a period of not less than one (1) week and not exceeding ninety (90) calendar days. Such Leave, when granted, shall be without loss and without accrual of seniority. This Leave will only be granted if the Company, in its sole discretion, agrees. Exceptions to this are Childcare Leaves. The Leave will not be granted if the employee's absence will reduce the efficient operations of the Company.

Such Leave will only be granted once (1) every year.

The Company shall give its reply within ten (10) working days of receipt of a request.

**14.02** 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 and provided the efficient operating of the Company is not compromised. In any event, such Leave of Absence shall be restricted at anyone time to a maximum of two (2) employees.

**14.03** 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.

**14.04** An employee will not engage in other gainful employment while on Leave of Absence except in cases of emergency.

**14.05 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.

**14.06 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 Childcare 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.
  - (iii) Inform the Company in writing at least two weeks in advance of her intention to return to work prior to her original return date. The Company will use its best efforts to return the employee to work within the two week notice period.
  - (iv) 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 and 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 Childcare Leave.

#### **14.07 Childcare 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 the Canadian Labour Code;
  - 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.

#### **14.08 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.

#### **14.09 Parental Leave**

An employee will be entitled to three (3) scheduled working days off at his regular rate of pay due to the birth or the adoption of the employee's child. These three (3) days must be taken immediately following the birth or adoption of the 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.

#### **14.10 Bereavement Leave**

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.

#### **14.11 Compassionate Care Leave**

The Company agrees to abide by the Compassionate Care Leave provisions in the Canada Labour Code.

## **ARTICLE 15 - JOB POSTING**

- 15.01** All Bargaining Unit vacancies for regular positions 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.
- 15.02** If two or more suitable candidates apply for the vacancy, the Company will award the vacant position according to Article 12. If a job is posted and untrained applicants apply, the Company will train the most senior trainable applicant.
- 15.03** Employees, who are on Vacation or Sick Leave (i.e. LTD, STD, Maternity, WCB, ICBC, etc.) during the posting period, can leave a contact number, the Company will call the employee on the first (1<sup>st</sup>) day of the posting and the employee will then have until the closing date of the posting to apply.
- 15.04** 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 one (1) lockable bulletin board shall be maintained for the posting of Union Notices in all recognized lunchrooms. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

## **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 nine (9) 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 alterations to the shift schedule. Should no mutual agreement be reached by the Joint Shift Committee the appeal process will be 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 a member of Management and the Chief Shop Steward.
  - (c) In the event that an agreement cannot be reached by both parties the Company will implement the shift.
  - (d) It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.
  - (e) 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 third (3rd) hour and finishing before the sixth (6th) hour of the shift. Employee shifts longer than the standard eight and one half (8 1/2) hour shift will have the meal break between the end of the fourth (4th) hour and to finish before the end of the eighth hour of the shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one half (1 1/2) times their regular hourly rate for one half (1/2) hour. Employees who agree to miss their meal break at the request of the Company as set out in Article 17.01 (a) 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 and are still entitled to a one half (1/2) hour paid meal break outside of the specified time period.
  - (f) Full-time 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 lateness, sickness, or other incidents must be given or dealt with within twenty-one (21) days from the date of the incident coming to the knowledge of the Company, or the item is dropped and no personnel record is involved. If the incident occurs before a holiday, Leave of Absence, or any other authorized absence, then the twenty-one (21) day period commences after the

expiration of the statutory holiday, vacation, Leave of Absence or other authorized 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 shift schedules of qualified employees on a departmental basis to permit the Company to meet its contractual commitments and to cater to fluctuations in, and changes to, customer schedules. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. The Joint Shift Committee will conduct and administer the full-time shift bids. Once the bid is completed, the Joint Shift Committee will post the shift awards four (4) calendar days prior to the effective date of the shift schedule. All full-time employees will bid their shifts not less than twice (2) a year and no more than four (4) times per year. However, in the event of a new customer, termination of an existing customer, or change in customer schedules, the Company will review with the Joint Shift Committee, the requirement for an additional bid.
- (b) 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.
- (c) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate minor schedule changes of its customers, to cover for employees absent for any reason, and to ensure sufficient shift staffing levels. If forty-eight (48) hours notice is not given by the Joint Shift Committee 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) Should an employee elect to bid a full-time line, he will be unable to bid on a part-time line until the next bid.
- (e) Should a qualified employee bid a Team Leader line he will be unable to drop his Team Leader assignment until the next bid.
- (f) Bidding will be conducted by the Joint Shift Committee. Employees will have the opportunity to bid by paper, phone, or in person.
- (g) The Company, in consultation with the Joint Shift Committee, will determine the number of relief lines available. It is understood that relief lines may be used to cover absences due to vacation, authorized leaves of absence, workers compensation absences, or absences due to long or short term disability.

- (h) Relief lines will be built by the Joint Shift Committee and will be bid on a monthly basis.
- (i) Subject to Article 17.04 (d), full-time employees will be limited to one (1) voluntary line change between major shift bids. This excludes a Ramp Agent, BSO, or Groomer changing to a Team Leader.

#### **17.05 Part-Time Employees**

- (a) The Joint Shift Committee will arrange part-time shift schedules of qualified employees on a departmental basis to permit the Company to meet its contractual commitments, to cater to fluctuations in, and changes to, customer schedules. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. The Joint Shift Committee will conduct and administer the part-time shift bids. Once the bid is completed, the Joint Shift Committee will post the shift awards four (4) calendar days prior to the effective date of the schedules. All part-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, termination of an existing customer, or change in customer schedules, the Company will review with the Joint Shift Committee the requirement for an additional bid.
- (b) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate minor schedule changes of its customers, to cover for employees absent or any reason, and to ensure sufficient shift staffing levels. If forty-eight (48) hours notice is not given by the Joint Shift Committee, a rescheduled employee shall receive one and one half (1 1/2) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- (c) Part-time shifts will be no less than four (4) hours and no more than seven (7) hours. Part-time employees will not be scheduled to work more than thirty-five (35) hours per week, inclusive of unpaid lunch breaks.
- (d) Any scheduled part-time shift that is six and one half (6 1/2) hours or greater will include a scheduled thirty (30) minute, unpaid lunch break. The scheduled break must be taken between the second (2nd) and fourth (4th) hour of the shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one half (1 1/2) their hourly rate for one half (1/2) hour.
- (e) Part-time employees will have two (2) days off per week, consecutive days where possible.
- (f) Scheduled split shifts can only be made up of two (2) four (4) hour shifts, with a minimum of one (1) hour between shifts and a maximum of six (6) hours between shifts. Split shifts must have the same day start time.
- (g) The Company, in consultation with the Joint Shift Committee, will determine the number of relief lines available. It is understood that relief lines may be used to cover absences due to vacation, authorized leaves of

absence, workers compensation absences, or absences due to long or short term disability.

- (h) Relief lines will be built by the Joint Shift Committee and will be bid on a monthly basis.
- (i) Part-time employees will be limited to one (1) voluntary line change between major shift bids. This excludes a Ramp Agent, BSO or Groomer changing to a Team Leader.

**17.06 Extra Shift Sign-up Book**

- (a) Any part-time employee wishing to work extra shifts that may arise as a result of customer schedule changes, to cover for employees absent for any reason, or to ensure sufficient shift staffing levels, can sign the extra shift book indicating the time of day the employee would prefer to work. The employee will be given extra shifts that coincide with the employee's preferred time to work. Extra shifts will be assigned in order of seniority. Employees wishing to work extra shifts must sign the extra shift book every week.
- (b) Any extra shifts that arise for the reasons described in 17.06(a) will be offered by the Joint Shift Committee to those employees who have signed the extra shift book, in order of seniority. If these shifts are still not filled, the Joint Shift Committee will assign qualified employees to fill such shifts in reverse order of seniority.

**17.07** All employees shall be paid a minimum of four (4) hours for each shift worked provided they are able to perform their duties for the four (4) hours.

**17.08** The full-time complement in the 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**

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

**18.02** (a) 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 regularly scheduled hours of work per day. In addition, if an employee is called in to work overtime on his normal day off he shall receive one and one half (1 1/2) times his rate of pay for all hours worked. 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. 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 be paid at one and one half (1 1/2) times their hourly rate for all extra hours worked.

- (b) Overtime of less than four (4) hours that is required on that day, shall be offered in the following order:
  - (i) in order of seniority to employees on shift;
  - (ii) to employees who have signed the overtime book.

Should all senior employees refuse the overtime 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 (1st) hour. If the employee is required to work into the second (2nd) hour, he shall be paid for the full hour no matter how long into that hour he works. An employee will not be required to work overtime in excess of three (3) hours provided a qualified replacement worker is available and willing to work.

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

- 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. Subject to Article 18.01, employees shall have the right to refuse overtime. Such refusal will be recorded as four (4) hours against an employee as overtime worked.
  - (b) Overtime will be recorded on a quarterly basis. After each quarter, all accumulated overtime hours will revert to zero (0). Should an employee work one hundred and four (104) hours of overtime in a quarter, the employee will be ineligible to work overtime, nor required to work mandatory overtime until the next quarter.
  - (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 is to be provided by said employee and the Company will be required to pay the overtime hours missed to the senior employee by-passed. The overtime will be tracked.
  - (d) The Company shall make a note of the telephone number it dialled in an attempt to reach the employee in the process of offering overtime to the employee, the employee's response, if any, and the time of day of the call. The Company agrees to make this written notation available to an employee who claims that he was bypassed for overtime. In the event that the Company fails to provide such a note to the employee, the Company will pay the overtime hours missed.

- (e) 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 Control Office. Subject to Article 18.01, employees shall have the right to refuse overtime.
  - (f) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience which results in an employee working greater than eight (8) hours in a day.
- 18.04** An employee who has completed his regular shift, has clocked out, and is then recalled to work, shall be paid at one and one half (1 1/2) times his regular hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement of a scheduled shift and continuing to the commencement of that shift.
- 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** The present practice of paying overtime to Team Leaders based on their Team Leader premium when working overtime as a Ramp Agent will continue for Current Team Leaders only. Current Team Leaders means the currently employed ten (10) Team Leaders, the three (3) Team Leaders to be hired to fill the three (3) Vacant Team Leader positions and the two (2) Groomers who have been "hi-capped" from time to time in the past as Team Leaders. The Company will provide a list to the Union containing the names of the Current Team Leaders. Once any of the Current Team Leaders is no longer a Team Leader, neither he nor his replacement will be paid overtime based on the Team Leader premium when working overtime as a Ramp Agent.
- 18.07** The Company will provide full access to the Union to the overtime call-out log book.

## **ARTICLE 19 - STATUTORY HOLIDAYS**

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

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

To be eligible for pay for any of the Statutory Holidays, an employee must work the entire shift immediately preceding and the entire shift immediately following the Statutory Holiday. These shifts shall be known hereafter as "Obligatory Shifts". Part-time employees are required to work ten (10) days in the previous

thirty (30) days to qualify for Statutory Holidays in addition to working the 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** (a) An employee who works on a Statutory Holiday, which is part of his regularly scheduled shift will receive, in addition to his Statutory pay, either:
- (i) one and one half (1 1/2) times his regular rate of pay for the hours worked; or,
  - (ii) a regularly scheduled day off with pay, known as a Lieu Day.
- (b) Employees electing to bank a Lieu Day must sign the log sheet on the Statutory Holiday.
- (c) Banked Lieu Days must be used within six (6) months of the Statutory Holiday or they will be paid out after the six (6) months.
- (d) An employee requesting approval to take a regularly scheduled day off with pay in exchange for one (1) of his banked Lieu Days, must notify the Company at least one (1) week in advance. Approval by the Company will be subject to its operational requirements. Such approval will not be unreasonably withheld.
- 19.04** 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.
  - (d) Subpoenaed witness.
  - (e) Act of God.

## **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 31st 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 31st. The vacation entitlement shall be eight (8) hours per completed calendar month to a maximum of eighty (80) hours.
- (b) Employees who, at December 31st 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 31st and shall be entitled to eighty (80) hours vacation.
- (c) Employees who at their vacation selection date, have six (6) years or more of continuous service (or whose seniority is equivalent to six (6) 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 31st of the year preceding the year in which the vacation is to be taken and shall be entitled to one hundred twenty (120) hours vacation.

**21.02** The vacation selection date shall mean the employee's confirmed vacation starting date. Vacation Leave may, if the employee wishes, be taken in conjunction with regular days 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) Any outstanding vacation will be paid out at the end of the calendar year.
  - (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 the 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:

Ramp Agent / Lead - 1 employee in eighteen (18) employees  
Aircraft Groomer / Lead - 1 employee in eighteen (18) employees  
BSO Agent - 1 employee in ten (10) employees

(No more than two (2) BSO Leads may be on vacation at the same time.)

- (b) Vacation bids will be by seniority in the employee's classification 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 forty (40) hour 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 hours 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 classification 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) The vacation bidding will be conducted jointly by the Company and the Union. Employees will have the opportunity to bid by paper, phone or person.

## **ARTICLE 22 - BENEFITS**

**22.01** The Company is prepared to participate in the Union's Benefit Plan for full-time employees and for part-time employees who have worked at least twenty (20) hours per week for thirty-four (34) consecutive weeks. The payments will be paid to Pacific First.

**22.02** 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.

**22.03** 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. The amount paid by the Company will correspond to the Category in which the employee is enrolled. If an employee is not enrolled in the Plan no payment will be made for him. The amounts described in Schedule "B" will be paid by the Company to Pacific First by the tenth (10th) of every month.

**22.04** The Company will pay full-time employees fifty (50%) of their cost of Basic Coverage under the British Columbia Medical Plan, depending on the category in which the employee is enrolled: single, family of two or family of three or more.

## **ARTICLE 23 - CLASSIFICATION OF EMPLOYEES**

**23.01** 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 classifications in which employees shall be classified are Ramp Agents, Groomers and BSO Agents:

### **RAMP AGENT (includes Bag Room employees)**

#### **Normal Duties:**

1. Loading and unloading the baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
2. Service water and toilet systems of all aircraft.
3. Operate safely and efficiently all types of equipment and vehicles.
4. After training, operate, position, remove, connect, and disconnect ground power and air start units.
5. After training perform push-out service.
6. Inspect baggage for proper tagging.
7. Assist every passenger when possible.
8. Scan baggage tags.
9. Communicate with Airport Authority and the Airline.
10. Be familiar with general loading procedure for baggage and cargo.
11. General knowledge of Airline and airport codes.
12. Operate all associated computer systems.
13. 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 OPERATOR (BSO)**

### **Normal Duties:**

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

## **TEAM LEADER**

Team Leader is not a separate classification.

### **Normal Duties:**

A Team Leader 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 employees who are trained and qualified to work as Team Leaders.
- (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.)

## **ARTICLE 24 - UNIFORMS**

- 24.01**
- (a) All employees are required to wear their full uniform and personal protective equipment (hearing protection, safety vest and CSA approved safety footwear) while airside.
  - (b) Employees will not wear any item of personal clothing with any of the Company issued uniform while in the Terminal.
  - (c) Rain gear will not be provided to baggage system operators unless the employee is required to work in weather conditions which require same.

- (d) The Company will provide the following uniforms to all 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:

<b>Item</b>	<b>Quantity Full-time</b>	<b>Quantity Part-time</b>
Summer Gloves	two pair	two pair
Winter Gloves	two pair	two pair
Rain Gear	one set	one set
Lined Bomber Jacket	one	one
3/4 Length Tarmac Jacket	one	one
Fleece	one	one
Shirts	four	three
Pants	three	two
Toque	one	one
Baseball Cap	one	one
Hearing Protection	one	one
Safety Vest	one	one

**24.02 Boot Allowance**

The Company will reimburse full-time employees up to seventy dollars (\$70.00) per year for approved safety boots upon presentation of a receipt. This benefit will be available to part-time employees after one (1) year of employment. All employees are required to wear approved safety boots.

**24.03** The Company agrees to provide all Bargaining Unit Members with lockers as set forth in the Canada Labour Code.

**24.04** If legislation is enacted which has an effect on the provisions of this Agreement or on the 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.

**ARTICLE 25 – REIMBURSEMENT – PASS**

If an employee's employment with the Company terminates, the employee must return his parking pass to the Company before leaving the airport at the end of his last shift. Employees not at work during regular business hours will be required to return the pass within three (3) business days. If an employee fails to do so, the Company will deduct the cost of the pass from the final payment to the employee. Employees will authorize deductions from payroll for this purpose.

**ARTICLE 26 – SHIFT TRADES**

**26.01** The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations.

- 26.02** Under no circumstances can a shift trade cause an employee to be paid at overtime rates.
- 26.03** Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to Management no less than forty-eight (48) hours before the shift in question. Management will provide its approval or rejection of the request at least twenty-four (24) hours before the shift in question. The approval for the request will be at the discretion of Management. Such approval will not be unreasonably withheld. This approval must bear the signature of a member of Management and both employees involved.
- 26.04** These trades are only authorized if the employee taking over another employee's shift can perform the duties of the employee he is replacing.
- 26.05** Employees may only trade with employees in the same Classification (Ramp Agent, BSO, Groomer).
- 26.06** The Company reserves the right to temporarily or permanently withdraw this privilege from employees who abuse it.
- 26.07** An employee who trades his shift away is ineligible to work overtime during the originally scheduled hours.
- 26.08** In the event of cancellation of the shift trade, employees will provide the Company with written notice twelve (12) hours in advance of the shift in question.
- 26.09** Employees may only trade away five (5) shifts per month. Full-time employees may only accept eight (8) trades per month and part-time employees may only accept ten (10) trades per month.
- 26.10** Partial shift trades are acceptable.

## **ARTICLE 27 – SUB-CONTRACTING**

The Company will not sub-contract out any work that is performed by employees in the Bargaining Unit. It is not a contravention of this Article if work is performed by employees not in the Bargaining Unit as a result of a customer of the Company terminating or not renewing, in whole or part, its contract with the Company.

## **ARTICLE 28 – PAY CHEQUE**

Employees hired after ratification of this Collective Agreement will be paid via direct deposit.

## **ARTICLE 29 – PARKING PASSES**

The Company will agree to pay for, and provide, a parking pass to each employee. Employees that do not require a parking pass will be paid the sum of forty dollars (\$40.00) per month as a transit allowance. Equal payments will be made on the first two (2) pay periods of each month.

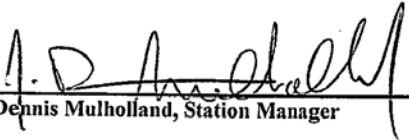
### **ARTICLE 30 – RENEWAL, AMENDMENT, AND TERMINATION**

- 30.01** Except as otherwise provided herein, this Agreement shall be effective from September 1, 2009 until September 1, 2012 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.
- 30.02** If notice of intention to amend is given to 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.
- 30.03** Despite the effective date of this Agreement being September 1, 2009, the Company's obligation to provide the benefits described in this Agreement will commence upon its execution by the parties unless a benefit is specifically described as being retroactive, e.g. the payment of retroactive wages.

Signed this 9th day of December, 2009.


**For the Company**


  
\_\_\_\_\_  
Andrew Chadwick, H.R. Manager


  
\_\_\_\_\_  
Dennis Mulholland, Station Manager

  
\_\_\_\_\_  
Sharon Edelman, H.R. Co-ordinator

**For the Union**

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

  
\_\_\_\_\_  
Clement Nunes

  
\_\_\_\_\_  
Arelia Laureta

  
\_\_\_\_\_  
Kulwinder Bagry

  
\_\_\_\_\_  
Bobby Klair

  
\_\_\_\_\_  
Ajesh Singh

## SCHEDULE "A"

### WAGE SCALE, PREMIUMS, SIGNING BONUS

#### Wage Scale

The wage scale for Ramp Agents, Groomers, and Baggage System Operators is below. Wages will be paid at the rates and on the dates shown on the scale. Retroactive wages will only be paid from September 1, 2009 to employees working for the Company on the date of execution of this Agreement.

<b>Ramp</b>	<b>Start</b>	<b>6 mos</b>	<b>12 mos</b>	<b>18 mos</b>	<b>24 mos</b>	<b>36 mos</b>	<b>48 mos</b>	<b>60 mos</b>
<b>Sept 1/09</b>	10.25	10.55	10.95	11.30	11.90	12.62	13.17	13.77
<b>Sept 1/10</b>	10.25	10.55	10.95	11.30	12.17	12.91	13.47	14.08
<b>Sept 1/11</b>	10.25	10.55	10.95	11.30	12.51	13.27	13.84	14.48

<b>BSO</b>	<b>Start</b>	<b>6 mos</b>	<b>12 mos</b>	<b>18 mos</b>	<b>24 mos</b>	<b>36 mos</b>	<b>48 mos</b>	<b>60 mos</b>
<b>Sept 1/09</b>	9.95	10.50	10.88	11.00	11.52	12.12	12.66	13.25
<b>Sept 1/10</b>	9.95	10.50	10.88	11.00	11.78	12.40	12.95	13.55
<b>Sept 1/11</b>	9.95	10.50	10.88	11.00	12.11	12.74	13.31	13.94

#### Premiums

Ramp Agent, Groomer and BSO Team Leaders will be paid a premium effective September 1, 2009 of three dollars (\$3.00) per hour for all hours worked as a Team Leader.

#### Signing Bonus

The Company will pay a signing bonus to Ramp employees depending on their length of service as of September 1, 2009. The bonus will be paid on execution of this Agreement. The amount of the bonus will be - two hundred fifty dollars (\$250); three hundred fifty dollars (\$350); four hundred fifty dollars (\$450) – for all Ramp employees with service of - six (6) months; twelve (12) months; and, eighteen (18) months - respectively.

**SCHEDULE "B"**

**BENEFITS – COMPANY CONTRIBUTION**

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<b>Full-time Family</b>	<b>\$160.00 Per Month</b>
<b>Full-time Single</b>	<b>\$ 95.00 Per Month</b>
<b>Part-time Family</b>	<b>\$105.00 Per Month</b>
<b>Part-time Single</b>	<b>\$ 50.00 Per Month</b>

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**RRSP Contribution**

After two (2) years of service the Company will match the contributions of eligible employees as follows:

Effective the date of execution of this Agreement, the contribution will be \$50.00 per month.

Eligible employees for the purposes of RRSP contributions are full-time employees with two (2) years of service and part-time employees with two (2) years of service who have averaged at least twenty eight (28) hours of service a week for the preceding year.

## **APPENDIX “A” – SICK DAYS**

- (a) The Company is prepared to provide five (5) sick days per year to full-time employees during the term of the Agreement and two (2) days per year to part-time employees. The year of entitlement will be the twelve (12) consecutive months commencing with the employee’s date of hire.
- (b) Employees will be required to provide a doctor’s statement after two (2) days of absence due to illness or injury if requested by the Company.
- (c) Unused sick days may be carried forward to following years to a total of ten (10) days. In the event an employee is absent due to illness or injury, he will be paid his wages based on his current schedule, whether he accrued the sick day as a full-time employee or a part-time employee. Unused sick time will not be paid out at the end of the year, nor upon termination of employee.

## **LETTER OF INTENT**

### **Employee Rehabilitation**

The parties agree to meet by April 30, 2010 in order to prepare a mutually agreeable program to address their desire to accommodate disabled employees.

The rehabilitation program will include an assessment of the employee's ability to return to work.

## LETTER OF UNDERSTANDING (LOU) #1

- 1.01** Subject to the conditions described in paragraphs 1.03 and 1.04, the Company agrees to make the following payments to Ramp Agents who were, on the date of execution of this LOU, non-probationary (the "BSO Payment"):
- (a) Twenty-five dollars (\$25.00) per complete month of service as of the date of execution of this LOU, to full-time Ramp Agents; and
  - (b) Twelve dollars and fifty cents (\$12.50) per complete month of service as of the date of execution of this LOU, to part-time Ramp Agents.
- 1.02** One-half (1/2) of the monthly amount will be made on each bi-weekly pay cheque, that is twelve dollars and fifty cents (\$12.50) per cheque less statutory deductions thereon for full-time Ramp Agents and six dollars and twenty-five cents (\$6.25) per cheque less statutory deductions thereon for part-time Ramp Agents until the BSO payment is paid in full.
- 1.03** The bi-weekly payments will only be made if the Ramp Agent is actively at work. A Ramp Agent absent on leave, WCB, LTD, or for any other reason, will have his bi-weekly payments suspended, but not accrued, until his return to work.
- 1.04** Upon ceasing to be an employee, the Ramp Agent forfeits the balance, if any, of his BSO payment.
- 1.05** The date of execution of this LOU is June 13, 2008.

## **LETTER OF UNDERSTANDING (LOU) #2**

### **STUDENT CASUAL SIGN-OFF**

1. Employee is required to fill out school line request form prior to a shift bid.
2. Employee must attach school schedule to form.
3. If your school schedule changes, employees must advise Manpower Planner and Union.
4. If school ends in the middle of a shift, the Company, Union and employee will meet to agree on a temporary shift until next bid.
5. Employees on school lines will be allowed to work overtime.
6. Overtime worked before or after any scheduled shift will be paid according to Article 18.02(a).
7. Overtime worked on any day that was marked unavailable on the request form will be paid at straight time.
8. The Company and Union will make every effort to build a line that meets your school schedule as per the form however, not all requests may be accommodated.
9. The Company and Union will meet with employee should their request be denied. The reasons for the denial will be outlined and discussed at that time.
10. The Company or Union has the ability to cancel this Agreement with thirty (30) days written notice.

The intent of this Agreement is to allow for some flexibility for employees that are attending school. All employees should be aware that any abuse may jeopardize their access to this LOU.

## LETTER OF UNDERSTANDING (LOU) # 3

### PASSENGER SERVICE AGENTS

The parties agree that this Letter of Understanding (“LOU”) shall form part of their Collective Agreement (the “Agreement”). the term of which is from September 1, 2009 to September 1, 2012.

All provisions of the Collective Agreement apply with the following exceptions or changes as outlined below.

- 8.03(b)** The Company and Union agree to establish one (1) representative from the PSA classification to be a Member of the Health & Safety Committee.
- 8.06** The Company and Union agree to one (1) representative from the PSA classification to be a Member of the Negotiating Committee.
- 17.05** Article 17.05(c) and (f) will not apply to PSA classification.
- 21.04** Passenger Service Agent / Lead – 1 employee in eighteen (18) employees.
- 23.00** The parties agree that the Passenger Service Agents (“PSA”) job classification will be added to Article 23 of the Agreement. The normal duties of a PSA will be as follows:

Comprises all those who perform airport and passenger service functions including: making reservations; preparation and issuance of tickets and itineraries; computation of fares; issuance of refunds; checking baggage; collection of excess baggage charges; providing passengers with general travel information; meeting aircraft at gate or loading area; performing duties in the departure lounges or at boarding gates when enplaning and deplaning passengers including wheelchairs and passenger assistance; checking passenger ticket for validity and lifting appropriate coupon; completing all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage; determining flight close-out time; preparing, completing, and checking various flight forms for accuracy; invalidating tickets; completing post-departure procedures; performing lost and found activities; initiating tracing procedures for lost passenger articles; keeping owner informed of progress of search and returning found articles to customer; processing claims for damaged or lost baggage and personal articles; making on-the-spot settlement of minor claims; forwarding reports on larger claims to proper Company personnel; preparing and maintaining required records and reports of lost and found activities and any other associated duties.

The parties agree that the Team Leader job classification will be added to Article 23 of the Agreement. The normal duties of a Team Leader will be as follows:

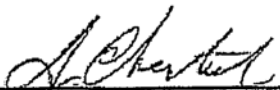
Passenger Service Team Leader will be responsible for Gate Assignments, movement messages, Gendecs, and any other associated duties relating to passenger service that may be required in order to meet the Customer’s needs.


- 24.02 (b)** The Company will reimburse PSA up to \$70.00 (seventy dollars) per year for the purchase of black leather dress shoes upon presentation of receipt.

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

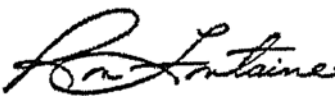
RICHMOND, BRITISH COLUMBIA, this 7th day of APRIL, 2010.


For the Company:


  
\_\_\_\_\_  
Andrew Chadwick, H.R. Manager

  
\_\_\_\_\_  
Dennis Mulholland, Station Manager

For the Union:

  
\_\_\_\_\_  
Ron Fontaine,  
GLR & Trustee Local Lodge 16  
IAM Canada

  
\_\_\_\_\_  
Todd Haverstock, General Chairperson  
District Lodge 140, IAM & AW

  
\_\_\_\_\_  
Clement Nunes, Negotiations Committee

  
\_\_\_\_\_  
Shelbian Fung, Negotiations Committee

### Schedule C

It is agreed:

1. Effective April 7, 2010 that all new hires would fall under the same wage scale as described under the current Ramp scales.
2. That current passenger agents Manpreet Banan, Shelbian Fung, Aurora Albania, Russell Yuen, and Ambrose Ling would progress to the rate of \$12.62 effective May 1, 2010 and utilize that date for all future wage increases.
3. That current passenger agents Manpreet Hothi, Fiona So, An Chi Chung, Ping Chung, Lorelie Felipe, and Ramon Buenvenida will progress to the rate of \$11.90 effective May 1, 2010, and utilize that date for all future wage increases.
4. On September 1, 2010 and 2011 all of above employees will receive wage adjustments as outlined in the current collective agreement.
5. The Company will calculate retroactive monies for all hours at the rates that they would have received under their previous salary scale.
6. The Company agrees that employees listed below will be paid a signing bonus as described.

<u>Name</u>	
BUENVENIDA, Ramon	\$175
FELIPE, Lorelie Rose	\$175
CHUNG, Ping-Kuen	\$175
CHUNG, An-Chi	\$225
SO, FIONA	\$225
HOTHI, Manpreet	\$225
LING, Ambrose	\$225
ALBANIA, Aurora	\$225
FUNG, Shelbian	\$225
YUEN, Russell	\$225
BANAN, Manpreet	\$225