

COLLECTIVE AGREEMENT

BETWEEN

SWISSPORT CANADA INC.
(Hereinafter known as the “Company”)



AND

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS

DISTRICT LODGE 140 & LOCAL LODGE 2413

(hereinafter known as the “Union”)



OTTAWA

TERMS OF AGREEMENT

JANUARY 1, 2019 TO DECEMBER 31, 2021

INDEX

ARTICLE	DESCRIPTION	PAGE
1.00	PURPOSE	2
2.00	RECOGNITION	2
3.00	RIGHTS OF MANAGEMENT	2
4.00	UNION DUES AND UNION MEMBERSHIP	3
5.00	STRIKES AND LOCK-OUTS	4
6.00	NO DISCRIMINATION	5
7.00	SPECIFIC PERFORMANCE	5
8.00	UNION REPRESENTATION	5
9.00	COMPLAINTS, GRIEVANCES AND DISPUTES RESOLUTION	7
10.00	ARBITRATION	9
11.00	PROBATION	10
12.00	SENIORITY	10
13.00	LAY-OFF AND RECALL	13
14.00	LEAVE OF ABSENCE	14
15.00	JOB POSTING	15
16.00	POSTING NOTICES	16
17.00	HOURS OF WORK & SHIFT ARRANGEMENT	16
18.00	OVERTIME & SHIFT PREMIUM	18
19.00	STATUTORY HOLIDAYS	21
20.00	SPECIAL ALLOWANCE	21
21.00	ANNUAL VACATION WITH PAY	23
22.00	GROUP INSURANCE	24
23.00	SCHEDULES	25
24.00	CLASSIFICATION OF EMPLOYEES	25
25.00	RENEWAL, AMENDMENT & TERMINATION	26

APPENDIX	DESCRIPTION	PAGE
"A"	JOB CLASSIFICATIONS	27
"B"	WAGE SCALE	32
"C"	CLOTHING	34
"D"	OCCUPATIONAL HEALTH & SAFETY	35
"E"	BENEFITS	36

L.O.U.	DESCRIPTION	PAGE
NO. 1	TEMPORARY SUPERVISORS	39
NO. 2	SAFETY	40
NO. 3	LICENCE RENEWAL	41
NO. 4	FUTURE REQUIREMENT FOR REDUNDANT CLASSIFICATIONS	42
NO. 5	SPECIAL TRANSPORTATION ALLOWANCE	43
NO. 6	TOOL ALLOWANCE	44
NO. 7	JOB POSTING CRITERIA	45
NO. 8	LOSS OF DRIVER'S LICENCE	47
NO. 9	FULL-TIME VOLUNTARY MOVES TO PART-TIME	48
NO. 10	RED CIRCLE	49
NO. 11	PART-TIME PAINTER	50
NO. 12	REGISTERED RETIREMENT SAVINGS PLAN	51
NO. 13	EMPLOYMENT EQUITY	52
NO. 14	COMPANY UNIFORM	53
NO. 15	SHIFT COMMITTEE	54
NO. 16	CANADIAN JOINT GRIEVANCE PANEL	55

ARTICLE 1.00 - PURPOSE

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

ARTICLE 2.00 - RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive collective bargaining agent for all employees of Swissport Canada Inc. employees at Ottawa International Airport, excluding the station manager, administration staff and supervisors. (CIRB File 31388-C).
- 2.02 The Company agrees to give due consideration to I.A.M. & A.W. members of other bargaining units who make application for employment.

ARTICLE 3.00 - RIGHTS OF MANAGEMENT

- 3.01 The Union acknowledges that it is the exclusive function of the Company -
- (a) to maintain order, discipline and efficiency and
 - (b) to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
 - (c) To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice twenty-four (24) hours before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.
 - (d) When an employee is to be suspended from work as a disciplinary measure, the action will be taken within seven (7) calendar days, unless otherwise mutually agreed, after the circumstances giving rise to the suspension came to the attention of the Company. As used in this Section, the term "working days" shall mean actual days worked by the employee involved.
 - (e) The foregoing statement 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 is retained by the Company.
- 3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 4.00 - UNION DUES AND UNION MEMBERSHIP

- 4.01 Subject to the provisions of the Canada Labour Code, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.
- 4.02 (a) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for **any recognized grounds of the Canadian Human Rights Charter**.
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent to the Secretary-Treasurer of the Local Lodge forthwith.
- (c) At the earliest opportunity, the employee's immediate supervisor shall introduce the new employee to his/her Chief Steward or designee. Where more than one employee has been hired in a period of time the meeting will include all new hires. The meeting shall not exceed 30 minutes in length. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.
- (d) It is agreed between the parties that for the purposes of same day hiring, an employee who is a member of the IAM&AW (active dues paying member in the last 6 months) shall be placed on the top of seniority of such newly hired employees.
- 4.03 The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees.
- 4.04 The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Employer in writing from time to time. Such deductions shall be remitted by cheque to the District Lodge of the Union by the twentieth (20th) day of the month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.
- 4.05 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 dues, no such deduction shall be made from the wages of such employee by the Employer in such month. Should wages be sufficient in succeeding months the Company, without obligation or financial penalty will make such double deductions only when specifically requested by the Union in writing to recuperate the shortfall, this will include employees that have been on a leave of absence. In addition, the company will make additional deductions as requested by the Secretary-Treasurer of the Local Lodge to cover the issuing of Unemployment Stamps.
- 4.06 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 4.07 Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance

shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.

- 4.08 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;
- (a) All monthly dues for members to be submitted in alphabetical order by name with hire date, classification, hourly rate, dues deducted and employment status;
 - (b) The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so, requested by the Union.
- 4.09 The Employer will show the amount of the dues deducted on T-4 slips issued to employees.
- 4.10 When requested in writing, the Employer will provide to the Union within ten (10) calendar days a list of member's names and wage rates.
- 4.11 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

ARTICLE 5.00 – STRIKES, LOCK OUTS & SUBCONTRACTING

- 5.01 This Agreement provides for the just settlement of disputes of any nature whatsoever which may arise between the parties hereto and binds them to accept and abide by the decision of arbitration should the parties fail to settle any dispute by negotiations: and
- 5.02 It is therefore solemnly promised and agreed by the parties hereto that during the life of this Agreement or while negotiations for its amendment or renewal are in progress there shall be no strikes **in any form, for any reason including but not limited to sympathy strike or unfair labour practice strikes**, slowdown, stoppage of work or other interference with production by the employees hereby covered nor any lock-outs by the Company.
- 5.03 **Subcontracting**
- It is not the Company's intent to subcontract bargaining unit work normally performed by the Company's own employees.
- The Company hereby assures the Union that it has no plans to change its practices in this regard and is genuinely interested in ensuring maximum employment opportunities for its own employees consistent with the needs of the Company and its customers.
- The Company shall not sub-contract work out that is normally performed by members of the bargaining unit until all competent qualified employees have been given an opportunity to perform the work (except millwright).
(See L.O.A. # 12 re: Painter).
- Prior to any decision to subcontract work the Company will meet with the Shop Committee to discuss the matter and allow the Union an opportunity to suggest ways in which the work might otherwise be performed.

ARTICLE 6.00 - NO DISCRIMINATION

- 6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 No employees shall be discriminated against by the Company nor suffer any loss of seniority or 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 The Company and the Union agree to abide by the Canadian Human Rights Act and that no employee shall be discriminated against by the Company, or the Union, for **any recognized grounds of the Canadian Human Rights Charter**.
- 6.04 Where the word "he" is used in this Collective Agreement, it also means "she".

ARTICLE 7.00 - SPECIFIC PERFORMANCE

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

ARTICLE 8.00 - UNION REPRESENTATION

- 8.01 The Union shall name a Shop Committee of not more than seven (7) members who shall be employees of the Company covered by this Agreement, and wherever possible, one (1) member will be from each functional work area. However, a maximum of 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 as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only Shop Committee members, a Business Representative, and/or an International Officer of the Union shall be present at such meeting with the Company.
- 8.03 (a) The Union may designate, and the Company shall recognize one (1) Chief Steward and Shop Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. Stewards shall be employees with at least one (1) year of seniority, whenever possible. In selecting Shop Stewards, the Union will ensure the distribution of Stewards represents the range of classifications covered by this agreement. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area the Union has so designated him/her.

- (b) The Workplace Health & Safety Committee shall consist of **six (6)** members as follows:

The Union shall designate **four (4)** Health & Safety representatives. One (1) member will come from Passenger Services, **one (1) from Ramp**, one (1) from Grooming and one (1) from the Maintenance department. The Company will have two (2) representatives on this committee. This committee will meet monthly. Should the Company business expand or diminish, the Parties may mutually elect to increase or decrease the size of the Committee.

The Committee shall develop and maintain an accident prevention program.

This joint committee shall meet at least once each month to have periodic tours of the areas of the Company in order to check on possible health hazards. The Committee will meet on any lost time accident to investigate, with a view to implementing measures to prevent accidents of the same nature. The Company agrees to abide by the Canada Labor Code in all matters of safety.

- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, which can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties, he shall report to the supervisor.
- 8.05 The Shop Committee, Shop Stewards and Chief Stewards shall perform the functions herein provided in such manner as to promote good order, labour harmony and shop discipline and with the least possible interference with the regular duties of their employment.
- 8.06 The Company and the Union through their respective members and representatives hereby agree to cooperate in the carrying out of the terms and conditions of this Agreement.
- 8.07 The Company will continue to pay the normal straight time salaries plus premiums of the employees' scheduled shift (if premiums are part of the employees' wages on a permanent basis, i.e. permanent FT Lead Hand) for all designated members of the Union Negotiating Committee while engaged in direct negotiations with the Company.
- 8.08 Any time consumed on union business or activities that has been authorized by the Company or agreed to under this Collective Agreement, excluding Articles 8.00 & 9.00 will be paid by the Company and charged to Local Lodge 2413. The Local Lodge will provide the Company with the respective time clearance request and will reimburse the Company by month end.
- 8.09 The Chief Steward shall be granted time off with pay for Union Business when needed and up to a maximum of eight (8) hours per week, or additional time as mutually agreed upon. Such request shall not be unreasonably denied. He shall when practicable and as mutually agreed upon work a day shift, the times of which shall be mutually agreed. Such shift shall be based on forty (40) hours per week.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES RESOLUTION

- 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 immediate supervisor (first step grievance procedure hereunder) within fourteen (14) days of the cause of complaint or right to grieve shall be deemed waived.
- 9.02 Grievance Procedure - First Step
- An employee who has a complaint shall discuss it with the immediate supervisor and with his Shop Steward with a view to prompt and fair adjustment.
- 9.03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend. Should the employee not receive satisfaction from his supervisor in regard to the complaint, he may state his grievance in writing on the appropriate form and the Chief Steward or Shop Steward will present it to the Supervisor.
- The Company will render their decision within seven (7) calendar days.
- 9.04 Grievance Procedure - Second Step
- Should an employee not receive satisfaction from his supervisor in regard to a complaint made pursuant to Section 9.03 above, within seven (7) calendar days, the Chief Steward or Shop Steward **and the Grievor** shall meet with the Station Manager or his designee to attempt to adjust the grievance. Within seven (7) calendar days following this meeting, the Station Manager or his designee shall deliver to the Union his answer in writing.
- 9.05 Grievance Procedure - Third Step
- Should the decision made at Step 2 be unsatisfactory the Union may appeal to the Company's Labour Relations Department within seven (7) calendar days. Within fourteen (14) calendar days, **Labour Relations** shall meet with **the Union** to discuss the matter. **Labour Relations** shall deliver to the Union his/her answer in writing to the Union within seven (7) calendar days, following the meeting.
- 9.06 Settlements Relating to Classifications
- Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in the Second Step, as provided by Sections 9.04 & 9.05 unless some other date shall be agreed to in the settlement.
- 9.07 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

9.08 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within seven (7) calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

9.09 Within seven (7) calendar days, all employees including probationers shall be given written reasons for discipline or dismissal and copies shall be supplied to the Union.

9.10 Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Steward at a place designated by the Company. The Company shall not discipline or dismiss employees except for just cause, and the absence of seniority is a factor that must be taken into account.

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

(b) Whenever an employee is involved in an accident, the Company will contact a Shop Steward or a Union Member of the Health & Safety Committee to ensure such representative is on the scene as integral to the investigation. If none are available, any other union member that the employee is agreeable to. Nothing in this clause shall be construed to prevent the Company from suspending an employee with pay, pending a hearing.

9.11 An employee with seniority who feels that he has been unjustly suspended or dismissed may present a grievance and the same shall be entered at the Third Step of the Grievance Procedure provided by Article 9.05 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.

9.12 Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.

9.13 (a) An employee must be advised of any written report on his personal file and shall have the right to reply within seven (7) calendar days to such written report. Such reply shall become a part of the employee's personal file so long as such written reports remain in the file. Employee shall have the right to see their personal file upon request.

(b) Observation complaints, memorandums, reminders, etc. issued to an employee in connection with his work performance shall not become part of the employee's disciplinary record.

- (c) Disciplinary letters shall be removed from an employee's personnel record after a period of twelve (12) months for minor items, i.e. not a suspension or discharge and after eighteen (18) months for major items, i.e. suspension or discharge from the date of issue and shall not be used in any disciplinary matters including arbitration, once such letters are removed, provided such employee's record is clear of any reprimands or warnings for the eighteen (18) month period.
- (d) Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.
- (e) All employees can reply to any adverse written report on his/her file and such reply will become part of the employees file.
- (f) Employees receiving written disciplinary letters on their personal files shall be made aware of such by the Company. The Chief Steward will be copied on all such correspondence.

ARTICLE 10.00 - 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 shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.
- 10.03 Within seven (7) calendar days after notice of intent to arbitrate has been given as provided in Section 9.08 hereof, the Company and the Union shall attempt to jointly name an arbitrator. No person shall be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 If the parties fail to reach agreement on an arbitrator within seven (7) calendar days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an arbitrator.
- 10.05 Such arbitrator shall not have any authority to add, subtract, alter, amend or extend the provisions of the agreement, nor substitute their discretion for Management's discretion. However, such arbitrator in cases of employment suspension, discipline or dismissal shall have the right to uphold, amend or rescind the Company's decision if he finds them unjustified. The arbitrator will have the right to award any compensation limited to the normal wage earnings to a maximum of forty regular hours per week (or his regular hours per week for the rotation schedule) that may have been lost by the employee or ordinary reinstatement, total or partial, or any right or privilege granted by this Collective Agreement.
- 10.06 The proceedings of the arbitration shall be expedited by the parties hereto.

- 10.07 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 fourteen (14) calendar days after receipt of the award, or any other timeline as mutually agreed upon.
- 10.08 The parties shall each pay one-half of the expenses of the arbitrator.

ARTICLE 11.00 - PROBATION

- 11.01 The first one hundred and twenty (120) calendar days shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed. Where in the opinion of the Company a probationary employee is determined as not suitable, such determination shall not constitute a difference between the parties for the purposes of arbitration. The Company shall advise the union of areas of concern before the termination is done.
- 11.02 An employee shall be a probationary employee without seniority for the one hundred and twenty (120) calendar days of employment by the Company provided that absence with or without leave shall not be included in the said one hundred and twenty (120) calendar days.
- 11.03 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 a 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.

ARTICLE 12.00 - SENIORITY

- 12.01 On the date of completion of his probationary employment, an employee's seniority shall date back to the day on which his employment began and thereafter shall accrue as provided herein.
- 12.02 Subject to Section 12.03 and 13.05, an employee's seniority shall pertain solely to his classification - the classifications which the parties have hereto agreed upon for this purpose are listed in Appendix "A" of this Agreement.
- 12.03 (a) Should an employee be permanently transferred from one classification to another classification, his seniority shall continue to pertain to his old classification for a period of sixty (60) calendar days after which, if the transfer remains in effect, his seniority shall pertain to his new classification.
- (b) Employees temporarily transferred to a higher classification shall not accrue seniority in that classification for the temporary period but shall receive the rate of pay for such classification. Employees temporarily transferred to a lower classification shall continue to accrue seniority in their own classification and

receive their normal rate of pay. Such employees shall retain any accrued seniority in any previous classification. For the purpose of this Article a temporary transfer shall not exceed sixty (60) calendar days.

12.04 Accrual of Seniority Under Lay-Off

An employee who has been laid off shall continue to accrue seniority as provided by Section 12.00 hereof including for pay purposes.

12.05 Loss of Seniority

An employee shall forfeit all seniority:

- (a) should he be granted leave of absence for more than sixty (60) days except as specified in Article 14.00.
- (b) should he be absent for three (3) consecutive working days without reporting to the Company and without reasonable explanation. This will be considered as job abandonment and this employee's position will be terminated, subject to the grievance procedure, or
- (c) should he voluntarily quit his employment, or
- (d) should he be dismissed for just cause, or
- (e) should he fail to respond to recall pursuant to Section 13.07 or 13.08 hereof, or
- (f) should he not return to work within the time limit pursuant to Section 13.05 hereof, or
- (g) if he accepts employment during the period of leave of absence, or
- (h) if an employee retires, or
- (i) an employee who fails without reasonable cause to participate in a return to work program.

12.06 Restoration of Seniority

By agreement of the parties hereto seniority may be restored in whole or in part to an employee who has completed probationary employment as provided by Section 11.00 hereof or to any person who has lost seniority for cause provided by Section 12.05 hereof.

12.07 Salaried Employment

Subject to all provisions of this Section 12.00 seniority shall be retained by an employee who hereafter is transferred to salaried employment as a supervisor directly supervising employees under this Agreement for a period of **up to 8 months** and shall then be removed from the seniority list. If this employee wants to get back in the bargaining unit, he shall

pay union dues for the period out of the bargaining unit.

12.08 The Company shall maintain and post seniority lists. In addition to the seniority lists posted, the Company will provide the Union with two (2) seniority lists quarterly and two (2) phone lists which will be e-mailed to the Chief Steward and a copy to the Union office. As well a list of addresses will also be supplied quarterly to the Union Head Office. However, it shall be the responsibility of each individual employee to ensure that this seniority as listed is correct. The employee shall have **fourteen (14) calendar** days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will stand as is.

Furthermore, the Company will prior to the posting verify with the Union the proposed seniority list.

12.09 The Company agrees to establish a seniority list for part-time employees on the following basis:

1. A part-time employee's actual date of hire will be used for the following:
 - (a) vacation bids
 - (b) filling of Temporary/Full-Time positions as they become available.
 - (c) Full-time employees will use date of hire for shift bids and vacation picks.
2. Filling of temporary Full-time positions as they become available will be done as follows:
 - (a) All available positions are to be posted for 72 hours
 - (b) Employee's who refuse Full time positions will be placed at the bottom of the seniority list for call-up until such time as they supply the Company in writing requesting full time or quarterly whichever occurs first.

12.10 (a) Classification Seniority shall be used for assignment to training, lay-off and recall.

(b) Company Seniority shall be used for any other matter (date of hire).

12.11 (a) Subject to Section 12.02 herein, in the event of a lay-off, the least senior employee in the affected classification shall be declared surplus to that job.

(b) Any such employee having seniority in a lower paid classification covered by this agreement shall have the right to resume a position in such lower classification. Such employee shall be entitled to claim seniority in that classification dated from their original date of appointment. Aircraft servicemen may exercise displacement rights in the groomer classification in the event of a reduction in force of aircraft servicemen even though they may not hold any previous seniority as a groomer.

- (c) If as a result of claiming such position, there then exists a surplus of employees in the lower classification then the least senior employee in that classification shall be declared surplus and so on until the persons laid off are the most junior in the lowest classification.
- (d) Employees who hold no seniority in any previous classification shall be eligible to be considered only where a vacancy exists and provided, he has the necessary qualifications to perform the work. If no vacancy exists, he shall be laid off with recall rights in accordance with the terms of this agreement herein.

ARTICLE 13.00 - LAY-OFF AND RECALL

- 13.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority with forty-eight (48) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.
- 13.02 Lay-off for Extended Periods
- Shall be any lay-off other than as defined in 13.01. In the event of lay-off, seniority as defined in Section 12.02 hereof, shall determine the employees to be retained.
- 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 The Shop Committee Chairman shall have top seniority in his classification for purposes of lay-off only and shall be retained in employment regardless of seniority so long as there is work available that the employee is competent to perform.
- 13.05 An employee who has been laid-off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a period equal to his total continuous employment with the Company prior to lay-off to a maximum of two (2) years. If not recalled to work during that time, his name shall then be removed from the seniority list referred to in 12.08.
- 13.06 When work is available in any classification from which there has been a lay-off, seniority shall determine the employees to be recalled. Every previous employee then having seniority in the said classification shall be recalled before any other person is transferred into or hired into it.
- 13.06 Recall shall be made by mail or courier with proof of signature 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. A previous employee with seniority must keep the Company and Union informed of any change of address and telephone number.

13.08 If within three (3) business days (Monday to Friday) 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) calendar days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

13.09 The Company agrees to maintain the **nine (9)** employees that are currently in the “red circle” with a provision to guarantee **nine (9)** full-time positions for the life of the Collective Agreement based on the current flight activity. Any alteration to the present activity may negatively impact the numbers. Should the level of flight activity decrease significantly, the Company will discuss the matter with the Union.

This Article is subject to normal attrition, including Resignations and terminations.

A list naming the **nine (9)** above mentioned employees shall be held jointly by the General Manager and Chief Steward. No employee whose name is not on this list will be eligible for entry to this list.

ARTICLE 14.00 - LEAVE OF ABSENCE

14.01 Subject of operational requirements, leave of absence without pay may be granted by the Company upon two weeks written notice except in special circumstances, for a period not exceeding sixty (60) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority. The Company shall supply request forms and make them readily available to all employees.

14.02 The Company shall inform the Union of absence without pay granted by the Company for more than sixty (60) calendar days. Such leave of absence shall occasion loss of all seniority.

14.03 (a) On request of the Union, the Company may grant leave of absence without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of sixty (60) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of two (2) employees.

(b) The Union Negotiating Committee shall be granted the time off work necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The Negotiating Committee shall not exceed the Chief Steward plus three (3) elected members from the Shop Committee whose names are to be submitted to the Company in writing.

14.04 An employee who has completed the probationary period shall be granted sick leave, without pay, for a period equal to the seniority held at the time the illness occurred, to a

maximum of thirty-six (36) consecutive months. Proof of illness shall be supplied to the Company each thirty (30) days thereafter. Seniority shall accrue during such illness.

- 14.05 An employee who has completed six (6) consecutive months of continuous **employment** shall be entitled to a maximum of seventeen (17) weeks of unpaid leave which shall not begin prior to the eleventh (11th) week from the anticipated delivery date and shall end no later than seventeen (17) weeks after the actual delivery date, provided she submits a medical certificate stating that she is pregnant.
- 14.06 An employee who has completed six (6) consecutive months of continuous **employment** shall be entitled to unpaid leave which will be granted in the following way:
- (a) Subject to paragraph 14.07, when the employee has or will have actual and legal custody of a newborn child, he shall be eligible to an authorized leave of up to **sixty-three (63)** weeks beginning on the day the child was born or the day on which the child becomes the responsibility of the employee and,
 - (b) Subject to paragraph 14.07, when an employee undertakes legal procedures under the laws of a province for adopting a child or obtains an order under the laws of a province for the adoption of a child, the employee shall be eligible for authorized leave up to **sixty-three (63)** weeks beginning on the day on which the child becomes the responsibility of the employee.
- 14.07 The total sum of authorized leave which may be taken by two (2) employees under this section and section 206.1 of the *Canada Labour Code* on account of the birth or adoption of a child shall not exceed **eighty-six (86)** weeks.
- An employee who avails himself of a parental leave shall provide in writing the name of his spouse's employer at least four (4) weeks prior to the beginning of the leave. If such employer is a business governed by the Canada Labour Code, the employer may require evidence concerning the duration of the parental leave which the spouse intends to take.
- 14.08 An employee who intends to take an authorized leave pursuant to paragraphs 14.05 and 14.06 shall:
- (a) Provide the employer with prior written notice of at least four (4) weeks, unless he is unable so for a valid reason, and
 - (b) Inform the Company in writing of the duration of the leave the employee intends to take.

ARTICLE 15.00 - JOB POSTING

- 15.01 Promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned, but as between two persons of approximately equal standings based on the above factors, seniority shall govern. When selecting applicants, the Company shall compare employees on the same basis for the same job and shall provide the Chief

Steward with the comparisons if requested in a dispute.

- 15.02 All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.
- 15.03 Prior to going on vacation or any other authorized leave of absence, employees will notify their respective Department Manager in writing, of any position they wish to apply for in the event a job is posted during the period of the employees' absence.

ARTICLE 16.00 - POSTING NOTICES

- 16.01 The Union may post notices concerning the Union meetings and activities at specific places on the Company premises, subject to Company approval.
- 16.02 The Company shall supply at least one (1) lockable bulletin board of a suitable size for Union Notices only. 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. The Chief Steward shall have a key to such bulletin board(s).

ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT

17.01 Full-time Employees

- (a) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules. However, the Company and the Union Committee will endeavor to prepare shift schedules to the best mutual advantages for each department. Prior to effecting any schedule change, management shall give the Union Scheduling Committee an opportunity to present their views of any such proposed changes prior to management making its' final decision. The Union shall keep the Company informed of the three (3) employees who make up the Union Schedule Committee. A representative from each other classification will be canvassed for input prior to the time of the schedule change. Suggestions and or input as provided will not be unreasonably denied.
- (b) To maintain their fulltime status any Full Time Employees must work a minimum of 80% of their regular scheduled shifts.
- (c) Hours of Work

The regular full-time workweek shall consist of forty (40) hours inclusive of one (1) paid half-hour (.5) uninterrupted meal period each day.

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

- i) Five (5) consecutive eight (8) hour days followed by two (2) consecutive days off.

- ii) Four (4) consecutive ten (10) hour days followed by three (3) days off (two (2) to be consecutive).
- iii) Six (6) consecutive eight and one-half (8.5) hour days followed by three (3) consecutive days off.
- iv) Any other shift rotation as mutually agreed.

The full-time complement in each department will solely be determined by airlines' schedules. Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirement in four (4) consecutive days shall constitute a full-time position, or any other rotation as mutually agreed.

- (d) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break **during the middle portion of the employees shift**. It is the Company's intent that **employees will be provided with a meal break of at least thirty (30) minutes during every 5 consecutive hours of work**.
- (e) In the event an employee misses his meal break due to requirements of the service, he shall be paid the half-hour at time and one-half (1.5) his regular hourly rate in addition to his normal eight (8) hours pay.
- (f) The regular schedule of shifts shall be posted **at least seven (7) calendar days in advance** and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, forty-eight (48) **hours'** notice shall be given to the Union, and the Union will be afforded the opportunity to discuss the change prior to its inception. Shift schedules will normally be published to cover a minimum period of four (4) weeks.

17.02

Part-time Employees

- (a) For part-time employees covering full-time shifts due to illness, injury, vacation etc. overtime rates shall not apply for shift coverage for shifts longer than eight (8) hours except as applicable to the full-time employees working those shifts.
- (b) A part-time employee shall work under a pre-determined schedule that shall be issued at least seven (7) calendar days in advance. Any required schedule changes and the Employee must be notified a minimum of forty-eight (48) hours in advance.
- (c) Part time employees shall not normally be scheduled to work more than thirty-two (32) regular hours per week. This clause shall not restrict the employer's right to schedule employees to work up to forty (40) hours per week to cover for vacation relief, sickness and injury coverage, or for any other special circumstances that would be discussed with the Chief Shop Steward.
- (d) Part-time employees are covered by Article 4.00 of this Agreement.

- (e) The minimum part-time scheduled shift will be four (4) hours unless the Company loses business from its base as of the date of ratification in which case the Company may elect to make the minimum shift to be lower. The Company agrees to discuss any new shift with the Union. The maximum part-time shift will be six and a half (6.5) hours, except for provisions under article 17.02 (c).
- (f) The Employee should be available to work a minimum of 4 **shifts** per week or a minimum of 20 hours per week that meets the Company requirement.
- (g) Overtime will be assigned to part-time employees in accordance with Article 18.01 (c). An overtime book shall be used to allocate overtime assignments in the same manner as is used for full time overtime allocation.
- (h) Overtime pay shall be at one and one-half (1.5) times their regular hourly rate for all hours worked in excess of eight (8) hours in a day or on a call in.
- (i) For part-time employees **filling** a temporary full-time position shall be in accordance with article 12.09 (2).

17.03

Full-time and Part-time Employees

- (a) Employees (not on a split shift) will be provided with a minimum of **ten (10) hours** rest between the end of one scheduled shift and the beginning of the next days shift, except for shift changes amongst employees or as mutually agreed by the Company and the Union.
- (b) When an employee is required to change from one regularly scheduled shift to another, the Company will give a minimum of twenty-four (24) hours' notice.
- (c) The Company will advise the employees affected by schedule changes of as much notice as possible either by phone or personal contact.
- (d) **For payroll purposes only**, lateness deductions shall be made as follows:
 - 0 to 5 minutes - no deduction
 - 6 to 17 minutes - 15 minutes deduction
 - 18 to 35 minutes - 30 minutes deduction

An employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.

ARTICLE 18.00 - OVERTIME & SHIFT PREMIUM

18.01

- (a) The Union recognizes the necessity of overtime work in the airline industry and agrees to cooperate with the Company in this respect.
- (b) The Company will offer overtime within each classification on a seniority basis.
- (c) Priority order for any overtime will be given to those Employee's whose names are in the overtime book. Dependent upon requirements, overtime will be offered to employees in the following order:

- (i) Full-time employees currently on shift.
- (ii) Part-time employees currently on shift.
- (iii) Call-in overtime shall be offered to all full-time employees prior to being offered to any part-time employees.

18.02 No overtime shall be worked except by direction of the proper supervisory personnel or in the absence of the supervisor, the lead hand. Any employee who has not been notified by the Duty Supervisor or Lead Hand that he is required to work overtime will leave at his normal quitting hour.

18.03 No employee shall be required to work overtime against their wishes unless:

- (a) no other qualified employee whose name is on the appropriate rotational list will work the overtime on a voluntary basis and,
- (b) in the opinion of the supervisor, based on circumstances existing at the time of the decision, the work is urgently required and there is no other reasonable alternative. However, consideration should be given to the employee's prior commitments when making such assignments.
- (c) in any event no employee shall be required to work in excess of one (1) hour against their wish.
- (d) should any employee work in excess of one hour, as outlined in 18.03(b)(c) a one-time allowance of \$8.00 will be paid for each circumstance.

18.04 The Company will notify employees of overtime requirements in advance, whenever possible, two (2) hours before the end of shift, and two (2) hours in advance of call-in.

18.05 The minimum payment for authorized overtime shall be one-quarter (1/4) hour.

18.06 Employees shall be compensated for authorized overtime as follows:

- (a) All authorized overtime will be calculated at time and one-half (1.5).
- (b) For authorized overtime worked on scheduled days off, time and one-half (1.5) shall be paid.

18.07 Employees not on the payroll as of January 1 of each calendar year and who work on a statutory holiday listed in Article 19.00 shall be compensated at time and one-half for all hours worked on a statutory holiday.

18.08 An employee who works overtime prior to or following his regular shift in excess of three (3) hours shall be allowed a thirty-minute meal break (paid).

18.09 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours of work at the appropriate overtime rate.

18.10 Employees physically working the designated midnight shift will be paid a midnight shift

premium of \$1.00 per hour in addition to the employee's regular hourly rate for all hours worked on such shift. The Shop Committee and the Company shall by mutual agreement designate the official midnight shift that spans across the hours of 0100-0400.

18.11 Except for unforeseen operational emergencies no employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period and/or no more than six (6) consecutive days (except for rotation schedule). The shift steward will be advised prior to such action to allow time for any alternate arrangements to be made.

18.12 Time Bank

(a) Effective with the ratification of this Agreement each employee shall have the option to participate in Time Bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who elect to either participate or not shall be bound by that decision for the life of this Agreement.

(b) Credits in the time bank will be subject to the following provisions:

The total hours in time bank cannot exceed eighty (80) hours per year for full-time employees and forty (40) hours for part-time employees.

(c) Any employee opting in to the Time Bank must have their overtime credits at the maximum (either 80 hours or 40 hours, whichever applies) after which they will then be paid overtime pursuant to Article 18.00 herein.

(d) For credit purposes, all overtime hours shall be converted to straight time hours based on the regular overtime payments for overtime worked in Article 18.00 herein;

E.g. Full-time - 4 hours of overtime = 6 straight time hours.

Part-time - 4 hours of overtime = 6 straight time hours.

(e) Employees may withdraw time banked hours in minimum units of eight (8) hours with thirty (30) days prior request if sufficient time is banked by an Employee.

(f) All banked hours shall be paid at the rate earned at the time the credit was earned regardless of any wage increases occurring in the interim period between earning the credit and liquidating the hours.

(g) A full-time employee must use a minimum of 40 hours of banked time during the year and the employer will only be required to pay out up to a maximum of 40 hours for any one (1) year.

Banked hours beyond forty (40) shall not be carried over from year to year. If any employee has not liquidated any banked hours by December 31st of any year said employee shall be paid for any remaining hours at the next closest pay period.

(h) Time Bank hours cannot be used to supersede annual vacations or Statutory Holiday entitlement of other employees.

ARTICLE 19.00 - STATUTORY HOLIDAYS

19.01 In lieu of all payments for the following ten (10) Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

Each Full Time Employee and Equipment Mechanics shall receive ten (10) consecutive working days off in each calendar year to be taken during the current calendar year in accordance with the vacation bid procedure. Pay to be computed at the applicable hourly rate multiplied by ten (10) for each day. This will only apply to employee's who have completed one (1) full uninterrupted year in the Full-Time category, upon completion of their two-year anniversary and were employed as of the date of ratification.

19.02 All other full-time employees shall be paid in accordance with Article 18.07.

- 19.03 (a) For all hours worked on Good Friday, New Year's Day, Christmas Day and Boxing Day, an additional amount equivalent to one-half (0.5) the applicable regular rate.
- (b) Clause 19.01, 19.02 and 19.03 herein shall only apply to Full Time Employees and Equipment Mechanics who observe holidays as in 19.01 above.

19.04 Full Time Employees who observe 19.01 will be paid at the appropriate normal rate of pay for all hours worked on the holidays listed in 19.01 herein.

All other employees will be paid at a rate of time and one-half (1.5) their basic hourly rates for all such hours worked on each day listed in 19.01 herein.

Further all part-time employees will be paid one-twentieth (1/20) of their earnings for the previous thirty (30) days for each of the holidays listed in 19.01 herein.

19.05 When a holiday falls during any employee's vacation period, they will have additional day added to the end of their vacation period. With the exception of Full-Time employees participating in the Statutory holiday bank as per article 19.01.

ARTICLE 20.00 - SPECIAL ALLOWANCE

20.01 Bereavement Allowance

Provided the employee has been continuously employed for three (3) consecutive months by the Company, he is entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave.

Immediate family shall mean: (employee's spouse or common-law partner; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; brother-in-law and sister-in-law and any relative of the employee who resides permanently with the employee or whom the employee permanently resides).

In such case he would receive the next five (5) days succeeding days off for the spouse or common-law partner, parents and children or the next four (4) succeeding days off plus one (1) additional day for the day of the funeral. For other immediate family member, **the** employee would receive the next three (3) succeeding days off, or the next two (2) succeeding days off plus one (1) additional day for the day of the funeral.

In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at the employee's normal rate of pay. In addition, if the employee is notified while at work of a 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 payment is made under the terms of this section.

In addition to the foregoing a request for an unpaid Leave of Absence to attend personal affairs in the event of the death of an immediate family member or aunt, uncle, niece, nephew or first cousin will not be unreasonably withheld.

If the death or burial occurs outside a 500-kilometre radius from the employees' residence, or outside of Canada the employee may request up to an additional ten (10) days leave of absence or portion thereof. The Company shall grant such leave of absence providing the needs of the operations are not adversely affected by such leave. Such leave shall be unpaid, and the Company shall require proof of death or burial.

20.02 Jury Duty and Crown Witness

- (a) Employees subpoenaed as a witness or required to serve on a jury shall be paid the difference between the amount they receive for such public duty and their normal daily wages.
- (b) An employee subpoenaed to go to court shall be granted by the Company an unpaid leave of absence of one (1) day.

20.03 Sick Leave

Employees who have completed twelve (12) months of employment will be eligible for sick benefits under the following circumstances:

When a Full-time employee is in a position to receive weekly indemnity, the Company shall pay the employee seventy-five percent (75%) of any regular wages lost during the three (3) days waiting period before the Weekly indemnity becomes payable. The waiting period is calculated on consecutive calendar days including scheduled days off.

20.04 Parking

The Company will provide or make available parking for Airport employees at no cost to the employee. It is understood that the parking pass provided shall be used for the sole purpose of business related to the Company only.

20.05 Personal Days

Full Time Employees who complete **twelve (12)** months of employment shall be entitled to **four (4)** paid personal days per year.

20.06 Part-time employees who complete **twelve (12)** months of employment shall be entitled to **sixteen (16) hours** of paid personal time per year.

- 20.07 No more than three (3) employees at a time will be allowed off on personal days on any single workday. No personal days will be allowed between December 15th and January 5th.
- 20.08 Training
Any training carried out on an employee's day off shall be paid for all hours at time and one half (1.5) the employee's regular rate.
- 20.09 "D" AVOP qualified employees who perform tows will receive a premium of \$20.00 per long tow (Nav Can assisted, crossing runways and/or taxiways). It is agreed that employees who obtain **or renew** their "D" permit from the airport authority will receive a one-time lump sum bonus of one hundred dollars (\$100.00).
- 20.10 Longevity Premiums
Effective January 1, 2013 employees will receive:
- \$0.25 (twenty-five cents) per hour increase after fifteen (15) years of service
 - Additional \$0.10 (ten cents) per hour increase after twenty-five (25) years of service

ARTICLE 21.00 - ANNUAL VACATION WITH PAY

- 21.01 Every employee who, at June 30th of the vacation year has been in continuous service of the Company:
- (a) For ten (10) years or more, effective January 1st, shall receive four (4) weeks vacation with pay equal to eight percent (8%) of his total earnings with the Company during the year ending the preceding December 31st, or
 - (b) For five (5) years or more, shall receive three (3) weeks vacation with pay equal to six percent (6%) of his total earnings with the Company during the year ending the preceding December 31st, or
 - (c) For one (1) year or more, shall receive two (2) weeks vacation with pay equal to four percent (4%) of his total earnings with the Company during the year ending the preceding December 31st or
 - (d) For less than one (1) year, shall receive vacation based on one (1) day per completed calendar month of employment (up to ten (10) days) with pay equal to four percent (4%) of his total earnings with the Company during the year ending the preceding December 31st.
 - (e) Annual vacations will be taken January through December each year.
 - (f) Vacations shall be taken in conjunction with a minimum vacation schedule for each department as follows:

Ramp	-	1 employee in 10 ramp
Grooming	-	1 employee in 10 ramp
PSA	-	1 employee in 10 employees
Mtce	-	1 employee in 5 employees
OPS	-	1 employee in 5 employees

Note: The ratio established for our Ramp or PSA Departments in this clause should be the ratio plus 1 if number of employees <or = 50 employees and plus 2 if

number of employees >50 employees.

- (g) **Employees** will be allowed time off during the period December 15th through January 5th each year for vacations, statutory holidays or time bank. **Time off will be granted in accordance with the ratios listed in Article 21.01 (f) and up to a maximum of three (3) employees per department per day.**

21.02 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off, such employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.

21.03 For purposes of this Article "total earnings" shall mean the actual wages earned by an employee, including Workers' Compensation payments.

21.04 Vacation pay will be paid at time of vacation taken.

21.05 Company seniority shall apply for the purpose of bidding vacation choices. The vacation runs from January 01 to December 31 each year. The Company will post a request for all employees to submit in writing to the Company within the timeline requested. All requests must be submitted on the appropriate forms supplied by the Company.

The vacations will be plotted on a vacation chart for the year, and any discrepancies as outlined in 21.05 (f), (g) will be given to the Employee in writing. Any Employee who fails to follow the requested time line will only be added into the schedule if the maximum number of Employees as outlined in 21.05 (f) (g) has not been reached.

When bidding vacation, Stats, or Time bank, the following is the order of precedence:

1. Vacation
2. Statutory Holidays
3. Time Bank

A minimum of thirty (30) days is required in writing to the Company requesting said time off.

The Company agrees that the Union can discuss the vacation process at anytime.

21.06 As required and pursuant to the Canada Labour Code, employees shall take their vacations.

ARTICLE 22.00 GROUP INSURANCE

22.01 The Company shall implement a group insurance plan in accordance with Appendix "E". Such plan shall be subject to all the applicable terms and provisions set out in the insurance contract.

- 22.02
- (a) Full Time employees become eligible for benefits as follows:
- Life Insurance and AD&D – after **twelve (12)** months of employment
 - Healthcare and Short Term Disability – after **twelve (12)** months of employment
 - Dental – after **twelve (12)** months of employment
- (b) Part-time employees shall be eligible for coverage **as follows:**
- Life Insurance and AD&D – after **twelve (12)** months of employment
 - Healthcare – after **twelve (12)** months of employment
 - Dental – after **twelve (12)** months of employment

Any part-time employee may elect to opt out of the above coverage and if he so elects will only be covered for OHIP, Life and AD & D on a 40/60 sharing basis.

- 22.03 Group Insurance coverage will terminate on the last day of the calendar month during which a terminated employee last earned wages.
- 22.04 All Full-Time employees cost share will be 15% and the Company shall pay 85% of the premium.
All Part Time employees cost share shall be 40% and the Company shall pay 60% of the premium.
- 22.05 The actual hourly rate will be used if and when a claim is submitted under this clause.
- 22.06 In cases of weekly indemnity or WCB, the Company shall report an employee's hourly wage losses, to ensure any such employee receive his full entitlement.

ARTICLE 23.00 - SCHEDULES

23.01 Attached hereto and forming part of this Agreement are:

- Appendix "A" Classification
- Appendix "B" Wages
- Appendix "C" Clothing
- Appendix "D" Occupational Health and Safety
- Appendix "E" Benefits
- Letter of Agreements Nos. 1 through 16

ARTICLE 24.00 - CLASSIFICATION OF EMPLOYEES

- 24.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally and regularly performs. The job classifications in which employees shall be classified are those listed in Appendix "A".
- 24.02 To provide for introduction of new work or where there has been substantial change in the work assignment of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new job title. Such new or revised job descriptions and the wage rate therefore shall be subject to agreement between the parties hereto and may be referred to the Grievance and Arbitration procedure for settlement. The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates listed in Appendix "A" and Appendix "B".
- 24.03 Should the matter of job description and wage rate for a new classification be referred to the Grievance and Arbitration procedure, until a decision is reached the Company may classify employees therein and pay the tentative wage scale.
- 24.04 In determining qualifications for classification purposes, the Company may at its discretion, credit a new employee with previous experience and training acquired outside the Company service.

Newly hired aircraft servicemen without previous experience will be given training.
- 24.05 Whilst an employee shall normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry

out such other duties that are assigned to him. If he things it is work which should not be assigned to him, he has the right to enter a grievance pursuant to Article 9.00 of the Agreement after having performed the assigned work.

- 24.06 Progression within each classification shall be automatic within the terms of the job description, but due regard shall be given to the employee's experience, qualifications, ability and application to his work in determining his rate.
- 24.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.
- 24.08 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 24.09 Lead Hands shall be part of their basic classification for seniority purposes but shall be paid as a Lead Hand whilst performing as a Lead.
- 24.10 Employees must complete their training within 30 days otherwise the Company **will withdraw** the employee's schedule until he has completed his training.

ARTICLE 25.00 - RENEWAL, AMENDMENT AND TERMINATION

- 25.01 Except as otherwise provided herein, this Agreement shall be effective January 1st, **2019** and shall continue in full force and effect until December 31st, **2021** and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate this Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not more than one hundred twenty (120) days prior to any such yearly date of termination.
- 25.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 25.01, negotiations shall commence not later than **twenty (20)** days after the date of such written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

DATED at Ottawa this _____ day of _____ 2019

Wendy Bulbuck,
National Director, Labour Relations

Michael Corrado,
General Chairperson, IMAW

Andrew Fifield,
General Manager, YOW

Shawn Dewan,
Chief Steward

Tom Morrison

David Boire

Ron Lafleur

APPENDIX "A"

JOB CLASSIFICATIONS

EQUIPMENT TECHNICIAN

Normal Duties

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company and operate such equipment as necessary to perform these functions.

Qualifications

1. Possess complete set of tools to carry out duties.
2. Must possess Ontario License 310T OR 310S.

AIRCRAFT SERVICEPERSON

Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. Operate safely and efficiently all types of equipment and vehicles. Service and care for such equipment.
5. After training, operate, position, remove, connect and disconnect ground power and supply air start units.
6. After training perform push-out service.
7. Carry and operate radio as required.
8. Any other duties associated and/or ancillary to the job classification.

EQUIPMENT TECHNICIAN/HELPER/AIRCRAFT SERVICEPERSON

In addition to the normal duties described above for an aircraft serviceman:

Trouble-shoot, maintain, repair, paint, modify and overhaul equipment under the jurisdiction of the Company.

This classification is restricted to two employees only.

APPENDIX "A" (continued)

GROOMER

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.

MINIMUM QUALIFICATIONS FOR A/C SERVICE PERSONNEL AND EQUIPMENT TECHNICIANS

1. Must be neat in appearance and safety minded.
2. Must hold a valid driver's license issued in the Province of Ontario or the Province of Quebec.
3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.
4. Aircraft Serviceman/Equipment Mechanic must have in addition to 1 - 3 inclusive, a minimum of three (3) years experience as an automotive service mechanic or equivalent.
5. A Lead must have in addition to 1 – 3 inclusive, a thorough understanding of the job requirements of his classification and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead must be capable of writing reports as required.
6. A Lead must have and maintain A.V.O.P. with Tow Endorsement (DA/T) and Radio License.
7. Must operate airline computer as required.
8. Aircraft Service personnel and Equipment Technicians must have and maintain an A.V.O.P.

GENERAL

It is agreed that during busy periods or cases of emergencies the aircraft serviceman/equipment mechanics would be required to check oils on all ground support equipment.

APPENDIX "A" (continued)

PASSENGER SERVICE AGENT (PSA)

Normal Duties - Comprises all those who perform airport and passenger service functions including:

1. Making reservations
2. Preparation and issuance of tickets and itineraries;
3. Computation of fares;
4. Issuance of refunds;
5. Checking baggage;
6. Collection of excess baggage charges;
7. Providing passengers with general travel information & verifying proper travel documentation;
8. Meeting aircraft at gate or loading area;
9. Performing duties in the departure lounges or at boarding gates when enplaning and deplaning passengers including wheelchairs and passenger assistance;
10. Checking passenger ticket for validity and lifting appropriate coupon;
11. Completing all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage;
12. Determining flight close-out time;
13. Preparing, completing, and checking various flight forms for accuracy;
14. Invalidating tickets;
15. Completing post-departure procedures;
16. Performing lost and found activities;
17. Initiating tracing procedures for lost passenger articles;
18. Keeping owner informed of progress of search and returning found articles to customer;
19. Processing claims for damaged or lost baggage and personal articles;
20. Assist in the resolution of minor claims;
21. Forwarding reports on larger claims to proper Company personnel;
22. Preparing and maintaining required records and reports of lost and found activities and any other associated duties.

OPS AGENTS

An OPS agent is responsible for efficiently coordinating, planning, controlling and managing the Ottawa operations. The following tasks are required but not limited to:

Normal Duties

1. Preparation of flights document for the pilot.
2. Manual and automated weight and balance of flights.
3. Crew Briefing.
4. Manage all communications to third parties and transmit information to the concerned departments and airport authorities.
5. Dispatch and manage traffic messages.
6. Follow up for all flights.
7. VHF communications.
8. Answer to OPS calls.
9. Enter all services and all flight information in the FSC.
10. Any other duties related to the job qualification.
11. Must hold a valid radio licence
12. File and secure flight ops paper work including the shred 90 days. No files should be left unsecure.

QUALIFICATIONS FOR OPS AGENTS

- a) Able to read, write and speak English fluently;
- b) Work independently and as a team;
- c) A working knowledge of operations and billings;
- d) Act as a resourceful person who is able to remain calm under pressure to obtain clear information and relay same precisely;
- e) Good communication skills and a working knowledge of computer, radio, telephone, telex, and fax equipment;
- e) Capacity to evaluate and analyze operational needs;
- f) Ability to write clear and concise shift reports;
- g) Able to multi-task and prioritize;
- h) Ability to relate to Customers, Management, other employees and other Agencies;

LEAD HAND

A LEAD HAND is an employee who is 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 directions 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. When a Lead Hand works, unless he is performing the duties of a Lead Hand, he will be paid at the applicable rate of pay for their classification.

Passenger Service Leads will also be responsible for arrival and departure paperwork, Gendecs, delay coding and any other associated duties relating to passenger service that may be required in order to meet the Customer's needs.

APPENDIX "B"

WAGE SCALE – Effective January 1, 2019.

	RAMP, PSA & OPS Post Dec 31, 2011		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Start	\$ 15.25	\$ 15.25	\$ 15.25
Level 1	\$ 15.55	\$ 15.55	\$ 15.55
Level 2	\$ 15.86	\$ 15.86	\$ 15.86
Level 3	\$ 16.18	\$ 16.18	\$ 16.18
Level 4	\$ 16.50	\$ 16.50	\$ 16.50
Level 5	\$ 16.83	\$ 16.83	\$ 16.83
Level 6	\$ 17.17	\$ 17.17	\$ 17.17

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired between January 1, 2012 and December 31, 2015 will be placed at Level 1 of the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired following date of ratification (DOR) will progress through the grid on their anniversary date of hire.

Blue Circle	RAMP, PSA & OPS Pre Dec 31, 2011		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Start	\$ 16.30	\$ 16.30	\$ 16.30
Level 1	\$ 16.71	\$ 16.71	\$ 16.71
Level 2	\$ 17.04	\$ 17.04	\$ 17.04
Level 3	\$ 17.38	\$ 17.38	\$ 17.38
Level 4	\$ 17.73	\$ 17.73	\$ 17.73

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.

	Grooming		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Start	\$ 15.00	\$ 15.00	\$ 15.00
Level 1	\$ 15.30	\$ 15.30	\$ 15.30
Level 2	\$ 15.61	\$ 15.61	\$ 15.61
Level 3	\$ 15.92	\$ 15.92	\$ 15.92
Level 4	\$ 16.24	\$ 16.24	\$ 16.24

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired between January 1, 2012 and December 31, 2015 will be placed at Level 1 of the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired prior to 2009 shall be placed on Level 2 of the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired following date of ratification (DOR) will progress through the grid on their anniversary date of hire.

	Mechanic		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Maintenance	\$ 27.11	\$ 27.92	\$ 28.76

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired following date of ratification (DOR) will progress through the grid on their anniversary date of hire.

	Helper		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Start	\$ 15.83	\$ 15.83	\$ 15.83
Level 1	\$ 16.30	\$ 16.30	\$ 16.30
Level 2	\$ 16.70	\$ 16.70	\$ 16.70
Level 3	\$ 17.12	\$ 17.12	\$ 17.12

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.
- Employees hired following date of ratification (DOR) will progress through the grid on their anniversary date of hire.

	Premium		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Lead Hand Premium	\$ 3.00	\$ 3.00	\$ 3.00
OPS Premium	\$ 2.00	\$ 2.00	\$ 2.00

- Premiums shall be based on hours worked

	Red Circle		
	Jan 1 2019	Jan 1 2020	Jan 1 2021
Rate	\$ 19.77	\$ 20.17	\$ 20.57

- Employees will be placed on the wage grid on January 1, 2019 and progress through the grid annually on each January 1 thereafter.

Industrial wages

In the event that a living wage ordinance is implemented in Ottawa which is above any of the wages listed in the agreement, or if there is an implemented legislated minimum wage that applies to federal jurisdiction company, which is above any of the wages listed in the agreement, the parties shall have a wage re-opener.

APPENDIX "C"

CLOTHING

	Qty		Employee Cost		Cleaning Charge	Replacement Period
<u>Pants/Skirts</u>						
-Ramp	5		Nil		Employee	On Condition
-PSA	3		Nil		Employee	On Condition
<u>Shirts</u>						
-Ramp	5		Nil		Employee	On Condition
-PSA	5		Nil		Employee	On Condition
<u>All Season Jacket (3 in 1)</u>						
-All employees 1			Nil		Employee	On Condition
<u>Gloves</u>						
	1 Summer		Nil		Employee	On Condition
	1 Winter		Nil		Employee	On Condition
<u>Part Time Ramp</u>	3 Pants, 3 Shirts,					
<u>Part Time PSA</u>	2 Pants, 3 Shirts, other clothing as required under Company policies					

New hires who leave or fail to pass their probation within twelve (12) months of being hired will be charged 100% of cost of clothing issued and shall be withheld from the final pay and they may keep such clothing.

New hires that lose articles of clothing during their first twelve (12) months of employment will be charged 50% of the replacement costs of same.

Company will provide five (5) pairs for full-time ramp and two (2) pairs for the part-time ramp of shorts to maintenance, ramp and grooming employees requesting shorts. Replacement is on condition with return of old. No other shorts than those issued by the Company may be worn.

The Company shall provide and clean the coverall of the employees who work as mechanics and the mechanics helpers through cleaning service, without cost for the employees.

APPENDIX "D"

OCCUPATIONAL HEALTH AND SAFETY

See Company Harassment, Health and Safety Policy Manual.

Health and Safety Committee

The Committee shall be the principal forum for joint labour-management-consultation on, and the development of recommendations for solutions to safety and health issues in the workplace.

Functions of the Committee

- (a) Receiving and dealing with employee concerns on matters of safety and health.
- (b) Recommending and promoting programs for the education of employees in safety health.
- (c) Participating in enquiries and investigations into occupational safety and health matters.
- (d) Recommending and monitoring programs and work procedures for the protection of employees on matters of safety and health.
- (e) Performing inspections of the workplace and recording observations.
- (f) Ensuring that adequate records are kept on workplace accidents, injuries, illness and health hazards, and monitoring the records.
- (g) Collecting information on existing or potential hazards to safety or health in the workplace.
- (h) Reviewing and making appropriate recommendations on all governmental and employer reports concerning the safety and health of employees.

The Union, in cooperation with the Company, shall encourage employees to work in a safe manner and shall promote healthy and safe working conditions.

APPENDIX “E”

BENEFITS

CLASSES	3A – Fulltime	3B - Part Time
Premium Contributions	85% employer/15% employee	60% employer/40% employee
Definitions		
Waiting Period	Life, AD&D, Dep Life - 12 Months Health & STD - 12 Months Dental - 12 Months	Life, AD&D, Dep Life – 12 Months Health - 12 Months Dental - 12 Months
Minimum Hours/Week	40 hours	20 hours
Spouse Definition	legal or common-law/same sex represented as spouse	legal or common-law/same sex represented as spouse
Child Definition	21/25	21/25
LIFE INSURANCE	eligible after 12 Months	eligible after 12 Months
Benefit Schedule	\$50,000	\$25,000
Waiver of Premium	No	No
Conversion Privilege	Yes	Yes
Reduction Schedule	50% at Age 65	50% at Age 65
Terminates at Age	age 70 or earlier retirement	age 70 or earlier retirement
AD&D INSURANCE	eligible after 12 Months	eligible after 12 Months
Benefit Schedule	\$50,000	\$25,000
Waiver of Premium	No	No
Conversion Privilege	Yes	Yes
Reduction Schedule	None	None
Terminates at Age	Age 70 or earlier retirement	Age 70 or earlier retirement
DEPENDENT LIFE INSURANCE	eligible after 12 Months	eligible after 12 Months
Spouse	\$4,000	\$4,000
Child	\$2,000	\$2,000
Age Definition	Birth	Birth
Waiver of Premium	No	No
Conversion Privilege	Yes	Yes
Terminates at Age	Age 70 or earlier retirement. Spouse coverage will end when spouse turns age 70.	Age 70 or earlier retirement. Spouse coverage will end when spouse turns age 70.
OPTIONAL LIFE INSURANCE	NONE	NONE
OPTIONAL AD&D INSURANCE	NONE	NONE
SHORT TERM DISABILITY	eligible after 12 Months	NONE
Benefit Schedule	66.67% of weekly earnings	None
Maximum	\$2500	
Elimination Period		
- Accident	1 st day or the date you consult a doctor	
- Hospitalization	1 st day or the date you consult a doctor	
(overnight or day surgery)	1 st day or the date you consult a doctor	
- Illness	7 days	
Benefit Period	52 weeks	
Re-Occurrence Date	30 Days	
Tax Status	Taxable	
Terminates at Age	age 65 or earlier retirement	
LONG TERM DISABILITY	NONE	NONE

EXTENDED HEALTH CARE	eligible after 12 Months	eligible after 12 Months
Drugs - Plan Details		
Pay Direct Drug Card	Yes	Yes
Dispensing Fee	\$4 per prescription	\$4 per prescription
Mandatory Generic	Yes	Yes
Coinsurance	80% of first \$5000 of eligible expenses and 100% thereafter	80% of first \$5000 of eligible expenses and 100% thereafter
Fertility Drugs	\$2,400 lifetime	\$2,400 lifetime
Smoking Cessation Drugs	Excluded	Excluded
Erectile Dysfunctional Drugs	Excluded	Excluded
Vaccines	Included	Included
Supplementary Health Care/ Medical Services & Supplies		
Maximum	Unlimited	Unlimited
Deductible	None	None
Coinsurance	80%	80%
Chronic Care	None	None
Convalescent Hospital	None	None
Private Duty Nursing	\$25,000 per 3 years	\$25,000 per 3 years
Accidental Dental	Included	Included
Hearing Aids	None	None
Hospital Accommodation	semi-private	semi-private
Paramedical Practitioners		
- Physiotherapist/Occupational Therapist	\$700 per calendar year (100% co-insurance)	
Orthotic Devices	\$650/2 years (under 18 every year)	\$400/2 years (under 18 every year)
Orthopaedic Shoes	None	None
Vision Care	\$250 per 24 months (100% co-insurance) \$200 per 12 months for dependents under 18 year of age	\$250 per 24 months (100% co-insurance) \$200 per 12 months for dependents under 18 year of age
Eye Examinations	\$50 per 24 months	\$50 per 24 months
Medical Equipment & Supplies	Included	Included
Conversion	Yes	Yes
Survivor Benefit	12 months	12 months
Terminates at Age	Retirement (coverage for spouse will end when the employee retires)	Retirement (coverage for spouse will end when the employee retires)
OUT OF COUNTRY/PROVINCE	eligible after 12 Months	eligible after 12 Months
Deductible	None	None
Coinsurance	100%	100%
Emergency Maximum	\$1,000,000 lifetime	\$1,000,000 lifetime
Referral Maximum	80% - included in emergency max.	80% - included in emergency max.
Travel Assistance	Included	Included
Number of Days Limited	90 days	90 days
Terminates at Age	Retirement	Retirement
DENTAL CARE	eligible after 12 Months	eligible after 12 Months
Deductible	None	None
Coinsurance		
Basic Services	80%	80%
- Units of Scale/Year	9 units per year	9 units per year
Major Restorative		
- Dentures	None	None
- Crowns	None	None
- Bridges	None	None
Orthodontics	None	None

Maximum		
- Basic Preventative & Basic Restorative	Unlimited	Unlimited
- Major Preventative	None	None
Fee Guide	Current	Current
Recall Examinations	9 months	9 months
Survivor Benefit	12 months	12 months
Terminates at Age	Retirement (coverage for spouse will end when the employee retires)	Retirement (coverage for spouse will end when the employee retires)

LETTER OF AGREEMENT NO. 1

TEMPORARY SUPERVISORS

- (a) It is agreed that should the Company have temporary openings for Supervisors, such vacancies shall first be offered to personnel from the bargaining unit. If no suitable candidates are brought forward, the Company may fill such temporary vacancy as they see fit.
- (b) Temporary supervisors under this category shall remain in the bargaining unit, and duties shall be subject to the terms of this Collective Agreement, except as outlined below. Remuneration for temporary supervisors shall be their normal hourly rate, with overtime as applicable and additionally a responsibility pay of fifteen (\$15.00) dollars per day.
- (c) In each case when the Company requires a temporary supervisor, the specific job requirements, duration of agreement etc. shall be discussed with the shop committee prior to requesting bids. The maximum period for any such temporary position shall be eight (8) months.
- (d) This Agreement or a specific appointment within the Agreement shall be revoked by either party within seven (7) days of submitting a letter of intention to do so. However, the reasons for such action shall be fully discussed by both parties.
- (e) Seniority shall continue to accrue in the employee's respective classification during such temporary period.
- (f) Employees selected under this Agreement wishing to demote themselves, must notify the Company and Union seven (7) days in advance.

SWISSPORT CANADA INC.

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Andrew Fifield,
General Manager, YOW

Shawn Dewan,
Chief Steward

Tom Morrison

David Boire

Ron Lafleur

LETTER OF AGREEMENT NO. 2

SAFETY

For Ramp, Grooming, Maintenance and Maintenance Helper

The Company will provide ear muffs to each employee at no cost. **Upon presentation of valid receipt,** the Company **will reimburse employees for CSA approved safety shoes or boots once yearly for up to a total of** one hundred and twenty - five (\$125.00) dollars to any full time or part time employee.

Safety working shoes or boots with a heel are to be worn at all times whilst on duty.

For Passenger Service

Union completion of one (1) year of service **and upon presentation of valid receipt,** the Company will pay fifty dollars (\$50) to PSA employees for the purchase of black shoes.

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LETTER OF AGREEMENT NO. 3

LICENCE RENEWAL

It is agreed that should a mechanic's license expire during the period of this Agreement, and for the life of the Agreement, the Company will pay for the renewal of the license.

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LETTER OF AGREEMENT NO. 4

FUTURE REQUIREMENT FOR REDUNDANT CLASSIFICATIONS

It is agreed by the parties if the Company requires the following personnel during the life of this Agreement, the Company and the Union shall discuss all aspects and requirements in classification of:

- (i) A/c Mechanic Grade 1
- (ii) A/c Mechanic Grade 2
- (iii) A/c Service Mechanic
- (iv) Junior A/C Service Mechanic
- (v) Cargo Agents

Prior to said classifications being affected. Further it is agreed that these classifications be part of all articles of this Agreement.

Wages are to be mutually agreed upon by the parties.

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LETTER OF AGREEMENT NO. 5

SPECIAL TRANSPORTATION ALLOWANCE

Full Time or Part Time employees, who are rostered to work split shifts, will receive effective from the date of ratification:

\$8.00 per day as a transportation allowance to be paid bi-weekly.

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LETTER OF AGREEMENT NO. 6

TOOL ALLOWANCE

The Company agrees to two (2) hours pay per pay period for employees in the mechanic classification and one (1) hour per pay period for employees in mechanic helper classification.

An employee may be required to submit proof of purchase if required to ensure such allowance is being used for the purpose intended. Replacement tools shall be of equal quality.

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LETTER OF AGREEMENT NO. 7
JOB POSTING CRITERIA

re: Article 15.00 - Job Posting:

For the purpose of providing some objective measures of the criteria in Article 15.01 herein as it pertains to each job posting applicant, the following items shall be rated on a point's basis for each such applicant.

While all of the items may not be applicable to each posted job, employees will be compared on the same basis for the same job and the Company shall provide such completed ratings for all applicants in any dispute arising from the selection process.

- 1 - Poor
- 2 - Less than acceptable
- 3 - Acceptable
- 4 - More than acceptable
- 5 - Excellent

1. WORK STANDARDS

- level of standard of completion
- how does employee handle equipment? (Valuable equipment involved).

2. INDEPENDENCE

- is employee capable of making independent decisions
- if not, is he working a shift or area where he can contact someone if necessary, e.g. is job in question night shift

3. JUDGEMENT

- is he capable of making logical decisions?
- does he possess good judgment?

4. ATTITUDE/MOTIVATION

- is it important to set an example?
- is the employee capable of doing so?

5. PRIORITY SETTING

- is he capable of planning and organizing?
- is he capable of juggling priorities?

6. INITIATING

- does he show initiative or is he passive

7. TECHNICAL PROFICIENCY (depends on job)

- does he have mechanical ability?
- is he safety minded?

8. LEADERSHIP (if leadership involved, e.g. Lead Hand position)
 - does he have leadership ability?
 - is he capable of delegating tasks?
 - is he authoritarian or cooperative?

9. JOB PERFORMANCE
 - how well has he performed in his job(s)? (review by supervisors)

10. EXPERIENCE
 - how long has he worked in similar jobs?
 - how long has he worked at present job?
 - does he have experience outside Company?

11. SENIORITY

12. EDUCATION

13. TRAINING

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**LETTER OF AGREEMENT NO. 8
LOSS OF DRIVER'S LICENSE**

It is agreed that the Company can accommodate one (1) such employee, or another number as mutually agreed, at a time on a first come first served basis. Such employee will be assigned shifts by the Company in areas where he/she is not to drive any vehicle for the duration of his/her license suspension, and where the Company may best be able to utilize the employee. The intent is to allow such employee to work with the least adverse impact on his earnings and wage rate.

Such period of accommodation shall not exceed one (1) year from the date of such license suspension, and one (1) year unpaid suspension. It is the Employee's responsibilities to pay their Group Insurance Premiums for the period of the suspension should the Employee choose to keep their Group Insurance.

If during this period any other employee(s) lose their license, they will be suspended for the period of time involved with no loss of seniority and shall await their turn as stated in paragraph one (1) of this LOA, or return after their license is reinstated, whichever is earlier.

Employees must advise the Company IMMEDIATELY of any loss of their Drivers License. Failure to do so will result in immediate termination.

Loss of an Employee's AVOP, under the current demerit point system, will result in termination. The termination will not take effect until such time as the Employee has exhausted the appeal process. Until such time the Employee will be placed on an unpaid suspension. Accommodation will be given if the accommodation as outline in paragraph 1 of this LOA is vacant and will only be accommodated until such time as the appeal process is exhausted.

This is contingent and subject to new A.V.O.P. Regulations, should they change during the life of this Agreement.

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LETTER OF AGREEMENT NO. 9

FULL TIME VOLUNTARY MOVES TO PART TIME

A maximum of one (1) Employee at any one time shall be allowed to move from full time to part time upon written request.

Such request by an Employee shall state the length such employee desires to work part time and the reason, therefore.

The wage rate for any such employee shall be the applicable rate equal to length of service based on months of service and without loss of and accrual of seniority. Such Employees will be returned to full time upon written request and at the first opportunity after such request when a vacancy occurs.

Copies of the above documents shall be given to the Union Chief Steward by the Company.

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LETTER OF AGREEMENT NO. 10

RED CIRCLE

Subject to normal attrition the Red Circled group shall be the **nine (9)** employees listed herein:

- | | |
|-------------------|------------------|
| 1) Tim Taggart | |
| 2) Bruce Frobel | 6) Shawn Dewan |
| 3) Rick Courville | 7) Jeff McNamara |
| 4) Glenn Coughler | 8) Phil Lavergne |
| 5) Pat Currie | 9) David Boire |

Pay rate defined in Appendix B of the Agreement.

In the event the Company loses any ground handling contract, the parties shall agree to an applicable number of employees to be retained as a safety valve. There will be no additional names added to this list for any reason.

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LETTER OF AGREEMENT NO. 11

PART-TIME PAINTER

The Company agrees to move the Painter requirement within the bargaining unit.

The successful applicant for this position will not have any minimum guarantee of hours and will not be entitled to any benefits or wage enhancements other than specified in Appendix "B" Wages of the Current Collective Agreement.

The Company will be the sole arbiter as to the required hours for this position, if any, subject to a maximum of forty (40) hours scheduled weekly.

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LETTER OF AGREEMENT NO. 12

REGISTERED RETIREMENT SAVINGS PLAN

Effective January 1, 2001, the Company will remit to an individual Registered Retirement Savings Plan (R.R.S.P.) on behalf of all qualified employees covered under this agreement. Membership in the group R.R.S.P. as selected by the Union and the Company is compulsory for all such employees who qualify.

Qualified employee means those full-time employees, actively at work with over 12 months full-time service with the Company.

The R.R.S.P. program shall be based on a calendar year (January 1st to December 31st). The Company shall make the required contributions to each qualified employee's individual R.R.S.P. account within 15 days following the end of each month. Employees will have the option of contributing, in addition to the Company contributions.

January 1, 2016, the Company remittance shall be based on \$0.50 for 2080 hours for a total of \$1,040.00 annually (\$40.00 bi-weekly).

January 1, 2017, the Company remittance shall be based on \$0.55 for 2080 hours for a total of \$1144.00 annually (\$44.00 bi-weekly).

January 1, 2018, the Company remittance shall be based on \$0.55 for 2080 hours for a total of \$1144.00 annually (\$44.00 bi-weekly).

Part-time employees, actively at work with over eighteen (18) months service with the Company shall be eligible to participate in this RRSP program on a matching contribution basis as set forth in the above formula.

SWISSPORT CANADA INC.

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Michael Corrado,
General Chairperson, IAMAW

Andrew Fifield,
General Manager, YOW

Shawn Dewan,
Chief Steward

Tom Morrison

David Boire

Ron Lafleur

LETTER OF AGREEMENT NO. 13

EMPLOYMENT EQUITY

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

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

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginals, visible minorities and people with disabilities.

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

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

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

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

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LETTER OF AGREEMENT NO. 14

COMPANY UNIFORM

During the summer months only, the Company issued hat, or the Union hat will be accepted in the workplace.

During winter months only the Company issued hat, toque or the Union hat is to be worn. Exceptions will be accommodated during the winter months when wearing a balaclava, or other articles of clothing one feels is required to ensure they are adequately protected against the elements, all articles must be plain dark blue or black in colour.

In the event that the Company or Union issued head wear does not conform to an individual's size, a plain dark blue or black head wear **which portrays** a clean and professional appearance **may be worn**.

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LETTER OF AGREEMENT NO. 15

SHIFT COMMITTEE

The Company and Union agrees if the business expands in Ottawa, the parties shall initiate and conduct a trial shift bid for part time employees.

SWISSPORT CANADA INC.

Wendy Bulbuck,
National Director, Labour Relations

Andrew Fifield,
General Manager, YOW

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LETTER OF AGREEMENT NO. 16

CANADIAN JOINT GRIEVANCE PANEL

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. 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 in Article 10, or withdraw the grievance.

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