

COLLECTIVE AGREEMENT

Between:

SWISSPORT CANADA INC.
(Vancouver Ground Handling)



And:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**



For:

**Transportation District Lodge 140
Local Lodge 16**

AGREEMENT #11

September 1, 2018 - August 31, 2021

14371 (04)

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

- 2.01** The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for all groomers, ground handlers, BSO and mechanics employed by Swissport Canada Inc. at the Vancouver International Airport, Richmond, British Columbia, excluding office staff, managers, supervisors and those above the rank of supervisor in accordance with the Certification (10751-U) issued by the Canada Industrial Relations Board.
- 2.02** Employees not covered by this Agreement will not perform work normally performed by Members of the Bargaining Unit, except:
- (a) For the purpose of training; or,
 - (b) For situations requiring immediate attention. In such situations, the Company will make every reasonable effort to first use Bargaining Unit Members.

Prior to a Supervisor performing any Bargaining

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

If all avenues were not exhausted the Company will credit the Union Time Bank, two (2) hours at straight time.

- 2.03** The Company, subject to normal hiring practices, will consider current IAMAW Members from the YVR community on a preferential basis.
- 2.04** **If legislation is enacted which has an effect on the provisions of this Agreement or on Company Policy which has a detrimental effect on the employees covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.**

ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.01** The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency, and,
 - (b) To hire, classify, **train**, direct, transfer, promote, demote, lay-off or dismiss employees, provided that a complaint that

an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and,

- (c) To operate and manage its business in all respects in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice fourteen (14) calendar days before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.

The foregoing statements of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company, except where amended by this Agreement.

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

ARTICLE 4 - UNION DUES AND UNION MEMBERSHIP

- 4.01** The parties hereto agree that all employees covered by this Agreement shall become

Members of, and maintain Membership in good standing, in the Union as a condition of employment.

4.02 Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour, or religion.

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

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

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

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

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

- 4.06** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 4.07** The Company agrees to provide the IAMAW District Lodge 140, on a quarterly basis, with the names, addresses **and phone numbers** of the employees in the Bargaining Unit. These shall be **emailed** to the Union office in Richmond, BC.

ARTICLE 5 - STRIKES AND LOCK-OUTS

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

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

ARTICLE 6 - NO DISCRIMINATION

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

ARTICLE 7 - SPECIFIC PERFORMANCE

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

ARTICLE 8 - UNION REPRESENTATION AND SAFETY

- 8.01** The Union will provide the Company a list, on a yearly basis, of the names of all Shop Stewards.

In the event that a Shop Steward is required and there are no scheduled Shop Stewards on shift, the Company will contact the Chief Shop Steward or Shop Committee member. The Chief Shop Steward or Shop Committee member will be required to attend and if unable he will coordinate a Shop Steward to attend. The Shop Steward will receive a four (4) hour call-out upon the Company's request.

8.02 Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Negotiations Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only an Officer of the Union shall be present at the meeting with the Company.

- 8.03**
- (a) The Union may designate and the Company shall recognize Shop Stewards, Shop Committee member and Chief Steward for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward, Shop Committee member, and Chief Steward and the work area the Union has so designated him/her.
 - (b) The Company and Union agree to establish a Health and Safety Committee consisting of two (2) Union Members from Ramp, one (1) Member from Grooming, one (1) Member

from Maintenance, one (1) Member from BSO plus the Chief Shop Steward or Shop Committee member (who will act as the Union Co-Chair), and not less than two (2) Management Members and abide by the Canada Labour Code in all matters pertaining to health and safety.

- (c) The quorum for a Committee meeting shall consist of the majority of the Members of the Committee, of which at least half are representatives of the employees and at least one (1) is a representative of the employer.
- (d) The Safety Committee shall be released to attend meetings on shift and be paid four (4) hour call out to attend meeting when off shift.

The Company and the Union agree to abide by the Canada Labour Code in all matters of safety.

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

unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

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

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

For indirect negotiations the Company will pay members for attending on a day off at applicable rates and submit the invoice to the Union for reimbursement.

For all direct bargaining the Company will pay members for attending on their days off to a maximum of eight (8) hours for the day at the applicable rates.

The Negotiating Committee shall consist of eight (8) Members (including the Chief Shop Steward and Shop Committee Member).

8.07 The Company agrees to provide Leave with pay for a Chief Shop Steward and Shop Committee member for the purpose of conducting Swissport Union business. The Chief Shop Steward and Shop Committee member will be designated by

the Union. The Chief Steward and Shop Committee Member will be paid the highest negotiated wage in their classification (red circled rate plus Senior Lead Premium). The Chief Shop Steward and Shop Committee member will maintain all benefits.

The Chief Steward and Shop Committee member will be required to “palm” in and out.

Should the Chief Shop Steward or Shop Committee member be required to leave the premises he/she will be required to advise Management.

The shift will be **Monday - Friday**

The Company will provide paid time-off for the Chief Shop Steward and Shop Committee to conduct Union business.

# of employees	Total paid time off per week
Less than 200	20 hours
200-299	25 hours
300-399	30 hours
400-449	35 hours
450 and more	40 hours

- 8.08** The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

ARTICLE 9 - COMPLAINTS, GRIEVANCES AND DISPUTES

9.01 An employee will be entitled to have a Shop Steward present when being presented with any discipline that will be noted in his/her file or in any meeting that could lead to disciplinary action.

Except for accident investigations, when Management is requesting any employee to provide a written statement that may lead to discipline, the employee will be entitled to have a Shop Steward present.

9.02 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

9.03 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, out of the view of the public eye. Furthermore, it is agreed that an employee has no grievance until he/she has first given the Manager the opportunity to deal informally with his/her complaint. The employee will be provided time during his/her regularly scheduled hours to meet with his/her Shop Steward and with the Manager to discuss the complaint, without wage loss.

9.04 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 9.02, an earnest effort shall be made to settle such difference in the following manner:

9.05 Discipline and Dismissal

The employee and the Shop Steward will be advised in advance as to the nature of the matter giving rise to the meeting.

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

Discipline Notice will be issued **to the employee** within ten (10) worked days **from the date** of the incident, or the item will be dropped and no personnel record involved. The Union and employee shall be given a copy of the disciplinary letter.

Within three (3) working days following the

discipline or dismissal, the Union and employee shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same.

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

- 9.06** Except in the case of physical violence or harassment, if the discipline includes a suspension without pay, or a loss of premiums will not be served until all Steps of the grievance procedure, **excluding** arbitration, if applicable, have been exhausted.
- 9.07** An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure provided by Article 9.03 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within fourteen (14) calendar days after the separation of employment or aforesaid disciplinary action.
- 9.08** The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.

9.09 First Step

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

9.10 Second Step

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Article 9.05 hereof, within seven (7) calendar days, he may state his grievance in writing on the appropriate form and the Chief Steward or his designee shall present it to the department manager or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within seven (7) calendar days thereafter, or within such longer period as may be agreed, the Chief Steward or his designee shall meet with the department manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the department manager, or his designee, shall deliver to the Union and Employee his answer in writing.

9.11 Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the National Director, Labour Relations or his designate (Local Human Resources Manager or General Manager) within seven (7) calendar days after the date of the decision rendered in the Second Step. Within ten (10) calendar days

a meeting to discuss the grievance at Third Step shall be arranged between the National Director, Labour Relations and/or his designee and the Union Business Representative, or his designee. Within seven (7) calendar days thereafter, the National Director, Labour Relations of his designate shall present the Company's final decision in writing to the Union and Employee.

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

9.13 Unsettled Disputes

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

ARTICLE 10 - ARBITRATION

- 10.01** Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 10.02** No matter shall be submitted to arbitration by the parties hereto unless and until they have attempted to arrive at a settlement by the means provided by Article 8.02 and Article 9 hereof.
- 10.03** Within ten (10) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 9.07 hereof, the Company and the Union shall name an Arbitrator from the following list (in alphabetical order):
- Corrin Bell
David McPhillips
Julie Nichols
- Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.
- 10.04** The Arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case.
- 10.05** The Arbitrator shall not make any decision inconsistent with the provisions of this

Agreement nor shall he alter, modify or amend any part of this Agreement.

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

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

Process as follows:

Single:

Standard formal arbitration as directed by the Arbitrator.

Expedited:

1. Hearings will be in Vancouver at locations agreed to by the parties, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).
3. All representations are to be short and concise with:
 - (i) Comprehensive opening statement dealing with the facts and provisions of

the Collective Agreement upon which reliance is placed.

- (ii) Limited use of precedential authorities.
- (iii) Parties endeavouring to conclude cases within one working day.

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

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

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

- (i) A brief of pertinent documents will be jointly presented to the Chairperson.
- (ii) If possible, a statement of agreed to facts will be jointly presented to the Chairperson.
- (iii) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
- (iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (v) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairperson.
- (vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (vii) Arguments will be presented only to points in issue.

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

10.08 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than

fifteen (15) working days after receipt of the award.

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

10.10 Multiple Hearings

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

ARTICLE 11 - PROBATION

11.01 The first one hundred and twenty (120) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, in the event that an employee may fail probation, the Company will discuss with the Chief Shop Steward or Shop Committee Member.

The Company shall have the right to dismiss a probationary employee for cause, at the Company's sole discretion, at any time during the probationary period. The Company's exercise of its' discretion to discharge a probationary employee for cause shall not be subject to any grievance or arbitration, unless the discretion has been exercised in bad faith, arbitrarily or contrary to the Canadian Human Rights Act.

When probation has been completed, seniority

will be counted from the initial date of hire.

Note: Initial training and absence will not apply as probationary time

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

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

Note: Absence will not apply as trial period.

ARTICLE 12 - SENIORITY

12.01 Definition

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

(a) Vacation entitlement and preference.

- (b) Any other matter agreed to between the parties.

Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 25 and shall not be transferable from one classification to another. Classification seniority earned in a previous classification may be used for bumping purposes in the event of a lay-off. Classification seniority shall govern:

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

12.02 Use of Seniority

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

12.03 Application of Seniority

Seniority shall be used to determine the assignment of the workforce (as per shift selection and vacancy replacement process procedures, mutually agreed by both parties and

providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of lay-offs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications, and know-how to perform all of the work required by the job. "Ability" as used in this Article means possession of the required level of physical fitness, strength, co-ordination, and stamina to perform all of the work required by the job.

12.04 Termination of Seniority

Employee status and seniority shall both terminate when:

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

notice to the Company of such absence and without providing satisfactory reason to the Company.

12.05 The Company will post seniority lists at **six (6)** month intervals and will provide the Union office and the Shop Committee with one (1) copy of each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

- 12.06** (a) Should an employee, full-time or part-time, be permanently transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer.
- (b) Any employee performing a temporary function that is outside the scope of this Agreement must not exceed one hundred and twenty (120) days in a twelve (12) month period. Employees will continue to accrue seniority and salary progression during this period. Should the employee

exceed one hundred and twenty (120) days, he will forfeit all seniority. The calculation starts the first day of his acting assignment.

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

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

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

12.09 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If a Shop Steward cannot be

present, any IAMAW Member in good standing can witness the draw. Union Membership applications will be given out as part of the hiring package.

ARTICLE 13 - LAY-OFF AND RECALL

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

13.02 Lay-off and Recalls

(a) The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority.

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

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

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

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

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

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

13.04 Recall shall be by courier or mail with proof of signature to the address last filed by the employee with the Company. The Union shall receive a copy of each Letter of Recall. A previous employee with seniority must keep the

Company informed of any change of address by courier or mail with proof of signature.

- 13.05** If within five (5) calendar days after the date of receipt of Notice of Recall, an employee shall have failed to notify the Company that he intends to return to work or, if within fourteen (14) 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.

13.06 **Displacement Rights**

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

- 13.07** Severance pay for employees laid off will be according to the Canada Labour Code.

- 13.08** (a) Should a vacancy become available in another department while there are laid off employees, the Company will offer the laid off employees, who have the qualifications, an interview for the position.
- (b) Employees that successfully pass the interview process will continue to accrue their Company service.

- (c) Employees that successfully pass the interview process will start a new classification date. Employee will be placed at the top of the class should there be multiple same day hiring.
- (d) Employees that successfully pass the interview process will be integrated at the nearest rate of this new classification and will continue to progress on this salary scale until they reach the maximum.
- (e) Should an employee fail the interview process the employee will be ineligible for any future positions in that classification.
- (f) All aspects of the interview process and the hiring decision are at the sole discretion of the Company.
- (g) Employees will maintain their recall rights to their former position as per Article 13.02 (a).
- (h) If an employee receives a Recall Letter while working in another classification they will be given a one time opportunity to accept or decline. Employees will forfeit seniority in other classification

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Leave of Absence without pay may be considered by the Company upon two (2) weeks written notice except in special circumstances, for a period not less than one (1) week and not exceeding ninety (90) calendar days. This Leave

will only be granted if the Company, in its sole discretion, agrees. Exceptions to this are Childcare Leaves. The Leave will not be granted if the employee's absence will reduce the efficient operations of the Company. Leave of Absences will not be granted for employees to work for another employer.

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

- 14.02** Personal Leave of Absence without pay in excess of ninety (90) calendar days may be granted only where there is written authorization from the General Manager and District 140 General Chairperson. Exceptions to this Clause are Article 14.04 and Childcare Leaves.
- 14.03** On written request of the Union, the Company shall not unreasonably deny a Leave of Absence without pay to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee, except that Leave of Absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending trade Union conferences and training courses. In any event, such Leaves of Absence shall be restricted at any one time to a maximum of three (3) employees.

- 14.04** On written request from the Union, the Company shall grant Leave of Absence without pay to an employee for a period not exceeding eight (8) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who at any time, shall be granted such Leave shall be mutually agreed upon. Seniority shall continue to accrue during such Leave of Absence.
- 14.05** An employee on a personal Leave of Absence will not engage in other employment unless there is written authorization from the General Manager and District 140 General Chairperson.

14.06 **LEAVE FOR EMPLOYEES WITH CHILDCARE RESPONSIBILITIES**

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

Following any childcare leave, the employee will be reinstated to the position held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits, and in the same location as the former position.

No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take Childcare Leave.

The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or Training because the employee has applied for Leave under these clauses.

No employee can be laid off while on Leave under these Clauses. However, this shall not prevent The Company from laying-off active employees who are senior to the employee during a Leave of Absence under this Clause.

Every employee who intends to take a Leave of Absence under these clauses shall:

- I. Give at least four (4) week's notice in writing to the Company unless there is a valid reason why such notice cannot be given.**

- II. Inform the Company in writing of the length of Leave intended to be taken.**

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

14.07 Benefit Continuation while on Childcare leaves

- (a) The RRSP, Health and Disability Benefits, and seniority of any employee who takes, or is required to take, a Leave of Absence from employment under this Article shall accumulate during the entire period of the Leave.**
- (b) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in the above paragraph, the employee is responsible for and must pay on a monthly basis.**
- (c) For the purposes of calculating the Pension, Health and Disability Benefit of an employee, the monetary contribution required by paragraph (b) above, employment on the employee's return to work shall be deemed to be continuous with employment before the employee's leave.**
- (d) For the purposes of calculating benefits of an employee who takes or is required to take a Leave of Absence from employment under this Article, other than benefits referred to in (c) above, employment on the employee's return to**

work shall be deemed to be continuous with employment before his absence.

14.08 General

- a) In the case of a female employee applying for Leave under this Clause, she shall provide the Company with a medical certificate stating the expected confinement date.**
- b) The Company shall not require an employee to take a Leave of Absence because the employee is pregnant, however, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the Leave but the burden of providing this rests with the Company.**
- c) If an employee is unable to work because of a pregnancy related or unrelated illness she shall be allowed to use her Sick Leave under this Agreement. This shall not be construed to mean that she shall be allowed Sick Leave while on Maternity or Child Care Leave.**
- d) Should there be complications during childbirth causing the spouse to be detained in hospital Leave of Absence**

without pay will not unreasonably be denied.

- e) An employee shall be entitled to up to three days of leave at their regular rate of pay when the spouse of the employee gives birth, or the employee becomes a parent through the adoption of a child.**

14.09 Compassionate Care Leave

Leaves will be offered as per the Canadian Labour Code.

14.10 Bereavement

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

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

ARTICLE 15 - PAY CHEQUE

- 15.01** Employees will be paid via Direct Deposit.
- 15.02** Underpayments in a pay cheque due to a Company error which is in excess of one hundred dollars (\$100.00) "gross", will be reimbursed within five (5) business days of the Company becoming aware of the underpayment.
- 15.03** The Company will provide, on each employee's pay cheque, the Pension contributions that have been submitted on their behalf for the pay period.
- 15.04** Overpayments that the Company discovers within **one (1)** year can be recovered by payroll deduction to a maximum of two hundred dollars (\$200.00) "net" per month for a full-time employee, and one hundred dollars (\$100.00) "net" per month for a part-time employee. Any remaining balances can be collected in full on final pay cheque.
- 15.05** **Should an employee fail to return RAIC or Parking Decal to the Company or Airport**

Authority upon termination of employment, the total cost shall be deducted from the employee's final cheque.

ARTICLE 16 - POSTING OF NOTICES

16.01 At least five (5) lockable bulletin boards shall be maintained for the posting of Union Notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

The Company will provide the Union with an advance copy of any posting, other than those of routine nature.

ARTICLE 17 - HOURS OF WORK AND SHIFT ARRANGEMENTS

Unless otherwise specifically addressed, and subject to the Canada Labour Code, nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week. Employees shall not work more than sixteen (16) consecutive hours in a day.

17.01 (a) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of eight and one-

half (8 1/2) hours including one-half (1/2) hour unpaid meal break each day.

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

- I. Five (5) consecutive eight and one-half (8 1/2) hour days followed by two (2) days off.
 - II. Four (4) consecutive ten and one-half (10 1/2) hour days followed by three (3) days off.
 - III. Four (4) consecutive twelve (12) hour days followed by four (4) days off.
 - IV. Six (6) consecutive eight and one-half (8 1/2) hour days followed by three (3) days off.
 - V. Four (4) consecutive twelve (12) hour days followed by three (3) days off followed by three (3) consecutive twelve (12) hour days followed by four (4) days off.
 - VI. Or any other shift schedule as is mutually agreed to.
- (b) In advance of their implementation, the Joint Shift Committee will meet to discuss alteration to the shift schedule. Should no mutual agreement be reached by the Joint Shift Committee, the appeal process will be moved to the General Manager and General Chairperson who, within seventy-two (72) hours, will render a decision.

The Joint Shift Committee will be comprised of Management and the Chief Shop

Steward, plus two (2) other Union Members. The two (2) Members must serve a one (1) year term in the Committee. The Union is to provide names of Members on a yearly basis. The Joint Shift Committee will be given three (3) days to work on a new schedule.

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

- (c) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third (3rd) hour and to finish before the end of the fifth (5th) hour of the shift. Employee shifts longer than the standard eight and one-half (8 1/2) hour shift, will have their meal break starting from the end of the fourth (4th) hour and to finish before the end of the eighth (8th) hour of the shift.

Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 1/2) their regular hourly rate for one-half (1/2) hour. Employees who volunteer to miss their meal break during their shift shall be paid at the rate of one and one-half (1 1/2) times their regular rate of pay for one-half (1/2) hour.

An employee who is scheduled to work a part-time shift of six (6) hours or greater shall be given an unpaid meal period of

thirty (30) minutes. The scheduled break must be taken between the second (2nd) and fourth (4th) hour of the shift.

Should the employee not receive his meal break in the allotted time, he will have the option of receiving one-half (1/2) hour pay at one and one-half (1 1/2) his rate; or subject to operational requirements and Management approval, he may have the option of leaving one-half (1/2) hour prior to the end of his shift, with pay.

- (d) Employees shall not have shifts assigned that are less than eight (8) hours apart.

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

- a) 0 to 05 minutes - no deduction
- b) 6 to 17 minutes - 15 minutes deduction
- c) 18 to 35 minutes - 30 minutes deduction

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

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

17.04 **Shifts**

- (a) The Joint Shift Committee will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline

schedules. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. The Joint Shift Committee will conduct and administer the shift bids. Once the bid is completed, the Joint Shift Committee will post shift awards seven (7) days prior to the schedule's effective date.

The shift bid frequency will be as follows:

- I. **Full Time** - will bid their shifts not less than twice (2) per year and no more than six (6) times per year.
- II. **Part Time** – will always bid in conjunction with the Full Time Employees but may also be bid on a more regular basis separate from the Full Time schedule with the understanding that schedules must remain in effect for a minimum of 1 month.

Note: Employees may only change their FT/PT status during bids that fall under part i) above not withstanding any other article in the Collective Agreement.

- (b) Once the shift has been posted and bid there will be no changes.

Note: The only exception to the rule is training and time change.

- (c) As a result of a full-time shift bid, if a full-time employee's new schedule conflicts with

his previous schedule, the Joint Shift Committee will modify the first week of the new schedule, and/or the last week of the current schedule to:

- I. Equalize the hours in the case of full-time employees; and,
 - II. Ensure that an employee will not work in excess of fifty (50) scheduled hours.
- (d) Should a qualified employee bid a Lead or Senior Lead line, he will be unable to drop the bid line until the next bid.
 - (e) The Company, in consultation with the Joint Shift Committee, will determine the number of relief shifts available. It is understood that relief lines may be used to cover all absences, for any reason, from the workplace and minor airline changes.
 - (f) The Joint Shift Committee will, prior to any shift bid, make available, agreed to rules for relief lines for the duration of that existing bid.
 - (g) The Joint Shift Committee will identify thirty percent (30%) of the part-time lines that can be changed as per 17.05 **(h)**. The only exception to this rule is for training purposes and daylight savings time.
 - (h) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any

reason. If forty-eight (48) hours notice is not given by the Company then a rescheduled employee shall receive one and one-half (1 1/2) time his regular rate of pay for the first shift that has been cancelled.

- (i) Part-time shifts will be no less than four (4) hours and no more than seven (7) hours. There will be a minimum of twenty (20) scheduled hours per week to a maximum of thirty-two (32) scheduled hours per week.
- (j) Part-time employees will have a minimum of two (2) days off per week, consecutively where possible.
- (k) Split shifts can only be made up of two (2) four (4) hour shifts, with a minimum of one (1) hour between shifts and a maximum of four (4) hours. Split shifts must have same day start times. The maximum amount of split shifts will be 10% of the part-time operational lines.
- (l) Employees will make every reasonable effort to remain current with the schedule while in the workplace. The Company will advise employees who are on days off if there is a change to their schedule.

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

- 17.06** (a) The full-time **complement** in Ramp and Grooming departments will be determined by airline schedules.
- (b) **In all departments**, any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days, shall constitute a full-time position. However, the Company agrees to meet on an emergency basis to create full-time positions, provided that the requirement is for not less than three (3) months duration and will be reviewed quarterly.
- 17.07** (a) All shifts will be bid in seniority order by department.
- (b) Where there is full-time “D” AVOP permit line the employee holding the “D” line shall perform tows prior to another “D” AVOP permit holder (senior employee) when on shift or overtime. Where there are simultaneous tows the next most senior employee with a “D” AVOP permit shall be provided an opportunity to perform the tow and so forth.
- 17.08** Employees who bid a Lead line who, at their own choice, drop their position at any bid in the future will be penalized **by not being able to bid another Lead Line or Senior Lead Line** for one

(1) year.

Employees who bid a Senior Lead Line who, at their own choice, drop their position at any bid in the future will be penalized by not being able to bid another Senior Lead Line for one (1) year.

Employees who have dropped their bid lines per the above will not lose their qualification and will still be eligible for temporary or acting assignments.

17.09 All employees will bid a shift, unless:

- a) It is expected that the employee will not be able to work the line for the full duration of the bid. Or**
- b) It is agreed by the joint shift committee due to exceptional circumstances.**

17.10 Employees who have quit or have been terminated - their shift will be posted immediately for bid. This will be a one-time posting and there will be no domino effect.

17.11 Where the duration is anticipated to be sixty (60) calendar days or more, the line will be posted immediately. Transfers resulting from backfilling such vacancies will be limited to two (2) bumps and a backfill. Further, upon the return to work of an employee holding a bid line, the process of backfilling that

vacancy shall be reversed.

- 17.12** The Company will transfer successful bidders to their new position within seven (7) calendar days of the award date, unless otherwise agreed between the Union and the Company.
- 17.13** All Senior Lead shifts shall be full-time shifts.
- 17.14** Bidding will be conducted by the Joint Shift Committee. Employees will have the opportunity to bid by paper, phone, email and or in person.
- 17.15** Employees, who are on Vacation or Sick Leave (i.e., LTD, STD, Maternity, WCB, ICBC, etc.) during the posting period, can leave a contact number. The Union will call the employee on the first (1st) day of the posting and the employee will then have until the closing date of the posting to apply.
- 17.16** Employees who are awarded Lead lines shall be trained within thirty (30) days. Should training not take place the employees shall be paid the premium(s) associated.

ARTICLE 18 - OVERTIME AND SHIFT PREMIUM

Overtime

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

- 18.01** All **Full Time** employees shall be compensated

for all authorized overtime hours worked at one and one-half (1 1/2) times their regular rate. **For Part time employees, overtime applies only for hours worked in excess of eight (8) per day or thirty-two (32) hours per week, with the exception when overtime is mandatory. Hours worked as a result of shift trades are not subject to any overtime provisions** This Clause does not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week as detailed in Article 17.01(a), including occasions when part-time employees are temporarily filling full-time shifts.

If any employee is called in for an additional shift the entire shift will be paid at the applicable rates.

Note: For Clarification, the week starts from Friday to Thursday.

- 18.02** (a) The overtime or extra hours required shall be offered in order of seniority to those employees on shift.

Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be required to work **in reverse order of seniority** until a replacement is found. An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first hour. If the employee is required to work into the second hour they shall be paid

for the full hour no matter how long into that hour they work. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.

Note: For airlines with unique training requirements (e.g. Cathay Pacific & British Airways), the overtime or extra hours will go to the most senior employee who holds those qualifications.

- 18.03 (a) The Company will distribute voluntary overtime on a classification, seniority basis and post a weekly summary of overtime hours worked on the bulletin board.

An employee cannot work more than sixteen (16) consecutive hours in a twenty four (24) hour period, this includes scheduled hours and overtime hours.

- (b) Overtime will be recorded on a quarterly basis. The Company will post the overtime control sheet from the previous day, on a daily basis on the lunchroom bulletin board **and email to the Union.** The overtime control sheet shall state and contain the following:

1. name of employee
 2. regular shift schedule and hours
 3. overtime shift schedule and hours
 4. time called
 5. employee acceptance, or refusal or no answer or if message left
 6. supervisors authorization
 7. next day overtime and or same day overtime
- (c) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed.
- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Supervisor's office.
1. Sign up book (senior person(s)).
 2. Overtime less than four (4) hours goes to senior person(s) on shift employee in sign up book.
 3. Four (4) consecutive hours and, or longer go to senior person(s) in sign up book.
 4. On shift (not in the sign up book).
- (e) Employees shall be compensated for all authorized overtime. Authorized overtime

shall not mean work by mutual agreement between employees for their convenience.

- 18.04 An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at one and one-half (1 1/2) times their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.
- 18.05 An employee working overtime prior to or following his regular shift in excess of **three (3)** hours shall be allowed a thirty (30) minute paid meal period to be assigned so that employees will not work more than five and one-half (5-1/2) hours at one stretch. There shall be a minimum of three and one-half (3-1/2) hours between meal periods.
- 18.06** Employees acting in Management on a temporary basis are ineligible to work overtime until they return to the Bargaining Unit position. The exception to the rule is if the overtime list has been exhausted.
- 18.07** **Overtime Bank**
- (a) Effective December 1st of each year, employees shall have the option to participate in the time bank. Those who do not elect to participate shall be paid time in accordance with the laid down provisions. Employees, who so elect to either participate or not, will be bound by that decision to December 1st the following year.

- (b) Employees choosing to participate will have the opportunity to choose to bank a maximum of forty (40) hours, eighty (80) **or one hundred and twenty (120) hours**. The employee will be required to make the choice on December 1st each year and the choice will be in force until December 31st of the following year.
- (c) For credit purposes all overtime hours shall be converted to straight time hours.
- (d) All banked hours shall be paid at the rate earned at the time of credit regardless of any wage increases.
- (e) Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31st of any year, said employee shall be paid for any remaining hours at the **last pay of the year**.
- (f) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- (g) Employees may use their banked hours for time off wherever there is available slot in the vacation schedule. The maximum number of employees off at any time is determined by ratios in 21.04(a) such that the total number of employees off on vacation and using their banked hours will not exceed those ratios.

- (h) Employees may liquidate time bank hours for not less than one (1) scheduled shift, with a minimum of ten (10) calendar days notice.
- (i) Overtime bank days will be bid day-by-day at the first rotation of bidding **and be awarded by seniority**. An employee can bid a maximum of **ten (10) days**. **After completion of bid, when requests are made, they will be awarded on a first come first serve basis. When requests are made on the same day, seniority will apply.**

ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following Statutory Holidays shall be observed:

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

To be eligible for pay for any of the Statutory Holidays listed above, an employee must work four (4) hours of scheduled shift immediately preceding and four (4) hours of the scheduled shift immediately following the Statutory Holiday.

These shifts shall be known hereafter as "Obligatory Shifts".

- 19.02** In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or is on vacation, he shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours or request to take a Lieu day. In the case of a part time employee with multiple shift hours in a week he/she will be paid the highest amount of his/her scheduled hours in the week.
- 19.03** An employee who works on a Statutory Holiday will be paid at one and one-half (1 1/2) times their regular rate of pay for the hours worked in addition to the paid Statutory Holiday or will receive a day off in lieu at the employee's request.

Employees electing to bank a lieu day must complete a form prior to the lieu day taking place. Failure to complete the form will result in statutory holiday being paid.

Lieu days can be only taken after the statutory holiday has occurred.

All lieu days must be taken in the same calendar year, with the exception of Remembrance Day, Christmas Day, and Boxing Day which must be used by June 30 of the following year or they will be paid out.

19.04 Part-time employees are required to work ten (10) days in the previous thirty (30) days to qualify for Statutory Holiday.

19.05 **Three (3) personal** days with pay will be granted to permanent employees who have completed at least sixty (60) days of service. Such day off will be determined by agreement between the Company and the employee or assigned on thirty (30) days notice following August 31st in each calendar year. **Unused personal days will be paid out at the last pay period of the year.**

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

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

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

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

ARTICLE 20 - JURY DUTY AND CROWN WITNESS

- 20.01** Employees subpoenaed as a Crown Witness or for jury duty shall be paid the difference between the normal daily wages and the amount they receive for such public duty.
- 20.02** Employees who must appear in court for reasons of other than those mentioned in Article 20.01 shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

ARTICLE 21 - ANNUAL VACATION

- 21.01** All employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays:
- (a) Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement is one (1) day per completed calendar month for a total of ten (10) days.
 - (b) Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or

more) shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to ten (10) days vacation.

- (c) Employees who at their vacation selection date, have five (5) years or more of continuous service, or whose seniority is equivalent to five (5) years or more, shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to fifteen (15) days vacation.
- (d) Employees who at their vacation selection date, have ten (10) years or more of continuous service, or whose seniority is equivalent to ten (10) years or more, shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to twenty (20) days vacation.

Change all vacation entitlements from days to weeks as follows:

- Ten (10) days equals two (2) weeks
- Fifteen (15) days equals three (3) weeks
- Twenty (20) days equals four (4) weeks

21.02 The vacation selection date shall mean the employee's confirmed vacation starting date.

Vacation leave must be taken in conjunction with regular days off. All days taken off for vacation will be a day-for-a-day (i.e., 4 on, 4 off).

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

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

(b) On fourteen (14) days written notice, employees proceeding on annual vacation will be entitled to receive their holiday pay cheque prior to the beginning of their holiday.

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

(a) Vacations shall be selected and taken in accordance with the following ratio:

DEPARTMENT	YEAR	HOLIDAY SEASON (Dec 18 - Jan 4)	SUMMER SEASON (Mid-June to Mid-Sept)
Ramp Agent	1 in 10 employees	1 in 18 employees	1 in 18 employees
Lead Hands – Ramp/ Grooming	1 in 6 employees	1 in 12 employees	1 in 12 employees
Senior Lead Hands – Ramp/ Grooming	1 in 6 employees	1 in 12 employees	1 in 12 employees
Grooming	1 in 10 employees	1 in 18 employees	1 in 18 employees
BSO	1 in 10 employees	1 in 18 employees	1 in 18 employees
Maintenance & Helper	1 in 15 employees (min. 1 employee off at a time)	1 in 15 employees (min. 1 employee off at a time)	1 in 15 employees (min. 1 employee off at a time)

***Note: OTB are included in the ratios above and bid after Vacation.**

- (b) Vacation bids will be by seniority in the employee's respective departments and will be completed by December 8th for the following year. However, should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority

list will apply. That is, the most senior employees will have first choice of the first "division" of his vacation; then the next most senior will have choice of his first "division"; and so on through the seniority list. There is no limit on how many divisions an employee may next take (i.e., up to the number of days that he is entitled).

- (c) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of his vacation; the next most senior chooses his second "division" and so on again through the seniority list.
- (d) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.
- (e) When all employees in the department have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.
- (f) After completion of vacation bid, should an employee request to change his vacation, he must request change in writing. Requests must be made prior to relief schedule being bid and will be subject to availability except in the event of a verified emergency.

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

21.05 Personal **and** Lieu days will be offered in seniority order via a bid process immediately following the completion of the vacation bid to each department.

RAMP Department

- Personal day (Holiday Season and Summer period) - 2 per day
- Personal day (Regular - non-peak period) - 3 per day
- **Lieu day – 3 per day**

Grooming & BSO Departments

- Personal day - 2 per day
- **Lieu day – 2 per day**

Maintenance Department

- **Personal Day and Lieu day - 1 per day**

Should there be any open vacation spots, personal and lieu days can be used after vacation and OTB bidding has been completed.

21.06 The vacation bidding will be conducted jointly by the Company and the Union. Employees will have the opportunity to bid by phone, e-mail, paper and or in person.

21.07 The Company shall update the vacation, OTB, lieu day calendar monthly.

ARTICLE 22 - BENEFITS

22.01 Employees will be enrolled in the Benefit Plan once they have completed twelve (12) months of service.

22.02 Participation in the Benefit Plan is a mandatory term of employment.

22.03 After twelve (12) months of service the Company will pay employees **one hundred percent (100%)** of their cost of Basic Coverage under the British Columbia Medical Plan, depending on the category in which the employee is enrolled: single, family of two (2) or more.

ARTICLE 23 - CLASSIFICATION OF EMPLOYEES

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

AIRCRAFT SERVICEMAN

Normal Duties

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

GROOMER

Normal Duties

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make-up of kits.
4. Responsible for the cleaning of the supply room and its inventory as directed by the Company.
5. Responsible to do deep grooming.
6. Responsible to do cleaning on the lounges.

7. Any other duties associated with this job classification.

BAGGAGE SYSTEM OPERATORS

Normal Duties

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

LEAD HAND

Normal Duties

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

Qualifications

1. Must have thorough understanding of the job requirement of his classification.
2. Must be able to organize job functions within his classification and direct and supervise other employees on performance of these functions.
3. Must have the necessary qualifications related to his classification.
4. Must be of good character, neat in appearance, and safety minded.
5. **Must have a Full RAIC and D/A prior to applying (Exception will be given to BSO employees.)**
6. All Lead hand applicants must complete Company approved testing with an eighty percent (80%) grade level.

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

GSE MECHANIC

The GSE Mechanic is responsible for performing maintenance and repairs on ground support equipment, vehicles and other related equipment and facilities.

Normal Duties

1. Generate work orders.
2. Transport equipment to be repaired by driving, towing.
3. Inspect parts and/or ground service equipment to identify defects, order parts and carry out repairs as required in a timely manner.

4. Repairs may require rebuilding assemblies or systems.
5. Completes work orders, time cards and provides status on any open work orders.
6. Performs other related duties as assigned.
7. Confer with the Supervisor for complex repairs which require direction or approval for ordering parts.

Qualifications / Certification

1. Must possess complete set of tools to carry out duties;
2. All GSE Mechanics must hold a current Journeyman Accredited Certification in automotive service technician, or Heavy Duty Equipment Technician or Truck and Transport Mechanic or Industrial Mechanic (Millwright).

GSE MECHANIC HELPER / APPRENTICE

Normal Duties

1. Generate work orders;
2. Transport equipment to be repaired by driving, towing;
3. Inspect parts and/or ground service equipment to identify defects and carry out repairs as required in a timely manner;
4. Completes work orders, time cards and provides status on any open work orders;
5. Performs other related duties as assigned.

Qualifications / Certification

1. Must possess complete set of tools to carry out duties;

2. The Equipment Mechanic Apprentice will participate in the Provincial Apprenticeship Program for equipment mechanics and must pass the appropriate examinations.

SENIOR LEAD HAND

Normal Duties

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

Qualifications

1. **Must have ALL qualifications of lead hand.**
2. Must have thorough understanding of the job requirement of his occupational group.
3. The employees entering this position will be on a ninety (90) day probationary period.
4. Priority will be given to qualified lead base on seniority.
5. **Must have Full RAIC and “D” permit AVOP prior to applying.**
6. **Must complete a test mutually agreed upon by the parties and receive and eighty (80%) percent grade level.**

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

TEAM POOL LEAD

It is agreed that a “Team Leader Pool” (TLP) will be established and will be administered as follows:

Employees will be offered Team Leader (TL) training on a volunteer basis prior to a shift bid.

Training shall be provided once a quarter. There shall be a minimum of 8 trainees per class. Selection of trainees shall be via seniority.

The Company will exhaust Article 18.03(a) prior to offering shifts to the employees in the pool. The Company will canvass in seniority order to eligible employees. If no volunteers the junior employee will be assigned. Once an employee assumes TL duties, the employee will receive the Team Leader premium for their entire shift.

Employees electing to join the TLP must remain in the pool for a minimum of two shift bids or one year, whichever is greater.

TOW CREW

Must obtain in thirty (30) days after the bid a “D” license and need to hold the “D” license.

Only the employee who carries out towing operations (towing operator) shall receive the appropriate Tow Premium.

ARTICLE 24 - PROTECTION OF EMPLOYEES' UNIFORM

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

Should an employee terminate in the first year, of **their**

own accord, the total cost of the uniform (including boots) will be deducted from the employee's final pay cheque.

Boot Allowance - All Departments

Company will reimburse employees up to one hundred and twenty (\$120.00) per year for approved CSA safety footwear upon presentation of receipt. Employees have the ability to carry over allotment into the following calendar year to a maximum total of **two hundred and forty (\$240.00) dollars.**

RAMP ATTENDANTS /GROOMING/ BSO/ MECHANICS / HELPERS

The Company will provide the following uniforms to employees:

- 4 shirts and 4 pants or 4 coveralls per year, for full-time employees plus a replacement if work wear-and-tear warrants it.
- 3 shirts and 3 pants or 3 coveralls per year, for part-time employees plus a replacement if work wear-and-tear warrants it.

PLUS:

- **1 – summer jacket per year**
- **1 – insulated jacket every two (2) years**
- **1 - rain pants every two (2) years**
- 1 - set ear protectors, as needed, if turned in
- 1 - pair summer gloves per year **(Ramp, BSO)**
- 1 - pair winter gloves per year **(Ramp)**
- **1 – Hat or Toque per year**

Tool Allowance: Mechanics / Helpers are entitled, to a maximum of six hundred dollars (\$600.00) per calendar year under presentation of receipts.

At the employee's option, one of the shirts referenced above may be a summer T-shirt with the Company and Union logos. To elect this option, the employee will have to confirm their election annually when the Company puts out a sign-up sheet prior to ordering the summer T-shirts.

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

Rain Gear will be provided by the Company.

ARTICLE 25 – Bullying & Harassment

Every employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

Workplace violence and bullying will not be tolerated on company premises, or while a Company employee is conducting company business at other location. Any act of violence or harassment committed by an employee against any other employee is unacceptable and will be subject to disciplinary action up to and including termination and/or legal action.

Violence includes but is not limited to:

- **The use of, or attempt to use, physical force by a person against an employee in the workplace that causes or could cause physical injury. For example: hitting, shoving, pushing or kicking.**
- **Any threat, behavior or action directed at an employee and interpreted to carry the potential to harm (verbally, written and/or with gestures) or endanger the safety of the employee. For example, threatening language, shaking fists, destroying property or throwing objects.**

Bullying includes but is not limited to:

- **Acts or verbal comments that could 'mentally' hurt or isolate a person in the workplace. Can be described as the assertion of power through aggression. Involves repeated incidents or a pattern of behavior that is intended to intimidate, offend, degrade or humiliate a particular person or group of people.**
- **Unwelcome remarks or suggestions about a person's body, race, nationality, ethnic, political, religious, attire or other personal characteristics.**
- **Spreading of offensive or harmful rumors or making degrading insinuations about a co-worker or co-workers.**
- **The use of verbal aggression or insults, abusive language, vulgarity, yelling, cursing, humiliating, or derogatory name-calling of co-worker or workers.**

All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all Company facilities and premises.

Workplace harassment includes, but is not limited to, the following examples:

- **Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.**
- **Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.**
- **Leering (suggestive staring) or other gestures.**
- **Unnecessary physical contact such as touching, patting or pinching.**
- **Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.**
- **Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.**
- **Backlash or retaliation for the lodging of a complaint or participation in an investigation.**

OBLIGATION OF EMPLOYEES

Employees are obligated to bring any complaint of harassment first to the harasser if possible, failing resolution then to the Company or the Union as soon

as possible. If the Company/Union is not made aware of any issues of harassment, they may be unable to address such issues.

WHAT HARASSMENT IS NOT

Properly discharged supervisory responsibilities including work allocation, disciplinary action, follow-up on work absences or the requirement of job performance standards or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of all employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in a working environment.

FILING A COMPLAINT

If an employee believes that they have been harassed on the basis of any of the ground stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible;
- If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee

should: Lodge a complaint either directly through a person on their behalf with any Company or Union Representative.

INVESTIGATION

In most cases, the Company and Union agree that the Union and the Company will try to resolve a harassment complaint informally using the Internal Procedure without a full investigation when so requested or agreed to by the complainant. The outcome of this attempted resolution will be communicated to both the Union and the Company.

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of sexual harassment, as defined herein, there will be a joint investigation of the complaint. Once informed of a complaint requiring joint investigation, the Union's Chief Shop Steward or Shop Committee member or the Company's HR/LR Representative will immediately inform their counterpart and together these two (2) will conduct a thorough joint investigation. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one (1) woman.

The joint investigation will include an interview of the complainant and the alleged harasser and may include interviewing witnesses and other persons named in the complaint. It is the intention of the Union and the Company that, in most cases, the investigation will take place within five (5) business

days and shall be concluded within fifteen (15) business days of the lodging of a complaint. It is acknowledged that a complex complaint may take longer to investigate thoroughly. An extension to the time limits may be granted by mutual agreements of the Company and the Union, which will not be unreasonably withheld.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint.

RESOLUTION

Upon completion of their joint investigation, the investigators will present summaries of their report(s) either jointly or separately and may include recommendations to the General Manager and the General Chairperson. Within ten (10) business days of receiving the summaries of the report(s), the Human Resources/Labour Relations representative will communicate upon request the findings of the investigation (whether or not harassment has been substantiated) to the complainant, the respondent and the General Chairperson. If warranted, the Company will give a copy of any discipline letter to the Union. Violation of this article may lead to discipline up to and including termination.

The parties recognize the damage a false charge made under this policy may bring upon an employee. Therefore, if during the investigation it is found that such a charge of harassment was made with malicious intent disciplinary action would be taken against the complainant consistent with the just cause provisions of the applicable provisions of the Collective Agreement.

Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to changes such as transfer or reassignment, except where the complainant is transferred at their request.

The purpose of this policy and procedure is to allow the Union and the Company the opportunity to address and resolve internal problems related to the objective of achieving a harassment free workplace. This policy and procedure in no way precludes the complainant's right to seek action under the Canadian Human Rights Legislation.

ARTICLE 26 – RENEWAL, AMENDMENT, AND TERMINATION

26.01 Except as otherwise provided herein, this Agreement shall be effective from September 1, **2018** until August 31, **2021** and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the

purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

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

MEMORANDUM OF AGREEMENT

BETWEEN

SWISSPORT CANADA INC.

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

DISTRICT LODGE 140, LOCAL LODGE 16

The Parties have reached a tentative agreement to renew the collective agreement that expired on August 31, 2018 (the “collective agreement”) on the following terms:

1. Unless revised in accordance with this Agreement, the terms of the collective agreement remain unchanged.
2. All signed off articles as of the date of this Agreement form a part of this tentative agreement.
3. The changes contained in the attached final package document form a part of this Agreement.
4. The parties agree that the existing benefits coverage shall remain in place for the life of the renewed collective agreement with the following exceptions:
 - I. Optional Life insurance: maximum coverage is decreased from \$750,000 to \$250,000;
 - II. Dispensing fee for prescription drugs is capped at \$6.00 per prescription;

- III. For employees on the payroll on the date of ratification, the first \$2,500.00 of eligible drug costs annually are reimbursed at 90%, and thereafter at 100%.
- IV. For employees hired after ratification, the first \$2,500.00 of eligible drug expenses are reimbursed at 80%, and thereafter at 100%.
- V. For employees on the payroll as of the date of ratification, the cost of eligible supplementary health care/medical services and supplies are reimbursed at 90% of cost.
- VI. For employees hired after ratification, the cost of eligible supplementary health care/medical services and supplies are reimbursed at 80% of cost.
- VII. Vision care maximum reimbursement for 24 months is reduced to \$200.00
- VIII. The maximum number of units of dental scaling reimbursed per year is reduced from 12 to 9 units.
- IX. For employees hired after ratification the cost of eligible basic dental services shall be reimbursed at 80% of cost.
- X. The maximum amount of combined benefit for basic preventive and basic restorative

dental services shall increase from \$1,000 annually to \$1,250 annually.

5. The Employer and Union shall enter a letter of understanding confirming that notwithstanding the changes in the benefit plan described above, for employees on the payroll at the time of ratification, the Union may at its cost, elect to maintain benefit levels at the existing level and reimburse the Employer for the cost of premiums required to do so from the date of ratification going forward, but in any event not longer than the duration of the renewed collective agreement.
6. The reinstatement of the pension cap will take place on the first of the month following the date that the Employer pays the Union for monies owing pursuant to the Vince Ready arbitration award that concluded the pension cap did not form part of the collective agreement.
7. Article 19.05 is amended by adding one additional day with pay (i.e. to a total of three days).
8. This agreement is subject to ratification by both parties.
9. All changes are effective on the date of ratification by both parties unless otherwise expressly stated. Notwithstanding the foregoing, the wage rates set out in “Year 1” of the wage grid shall be applied retroactively to September 1, 2018.

10. Both negotiating committees agree to recommend acceptance of this Agreement by their respective principals wholeheartedly and without reservation.
11. The Union will hold a ratification vote of its membership as soon as practicable.
12. The Union will not conduct a strike, and the Employer shall not institute a lockout unless the tentative agreement has been rejected by one or both of the parties, the parties have met again to renew collective bargaining, an impasse has been reached, and the requirements of the Canada Labour Code have been complied with.

Signed this 3rd day of December, 2018.

For IAMAW, Local Lodge 16



Todd Haverstock, General Chairperson



Clement Nunes



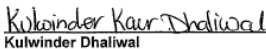
Lester Lavers



Vern Williamson



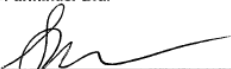
Brian Hunt



Kulwinder Dhaliwal



Parminder Brar



Scott MacKinnon



Valentina McAdams

For Swissport Canada Inc.



Brandon Braham, G.M.



Alice Lesmana



Kim Thorne, Spokesperson

SCHEDULE "A"
WAGE SCALE, PREMIUMS, SICK DAYS
RAMP, GROOMING, BSO, MECHANICS, HELPER

Ramp Employees hired before Dec 7, 2010			
MONTHS	Year 1	Year 2	Year 3
60	15.84	16.32	16.81
66	16.30	16.79	17.30
72	16.76	17.26	17.78
78	17.20	17.72	18.25
84	17.64	18.17	18.72
90	18.12	18.66	19.22
96	18.55	19.11	19.68
108	19.29	19.87	20.47
120	20.04	20.65	21.26

Ramp Employees hired after Dec 7, 2010			
YEARS	Year 1	Year 2	Year 3
Start	14.42	14.85	15.30
1	15.45	15.91	16.39
2	15.76	16.23	16.72
3	16.07	16.55	17.05
4	16.38	16.87	17.37
5	16.76	17.26	17.78
6	17.30	17.82	18.36
7	17.72	18.25	18.79
8	18.03	18.57	19.12
9	18.33	18.88	19.45
10	18.55	19.11	19.68

Groomers hired before Dec 7, 2010

YEAR	Year 1	Year 2	Year 3
8	17.10	17.61	18.14
9	17.82	18.35	18.90
10	18.55	19.11	19.68

Groomers hired after Dec 7, 2010

YEAR	Ratification	June 1, 2019
Start	12.90	13.88
1	12.90	14.47
2	13.34	15.13
3	14.16	15.58
4	14.76	16.05
5	15.43	16.28
6	15.89	16.58
7	16.37	16.78
8	16.61	16.98
9	16.91	17.18
10	17.12	17.38

BSO

YEARS	Ratification	June 1, 2019
Start	12.90	13.88
1	12.90	14.79
2	12.90	15.23
3	13.38	15.93
4	13.98	16.08
5	14.65	17.00
6	15.09	17.34
7	15.53	17.69
8	16.25	18.04
9	16.40	18.40
10	17.34	18.77

MECHANICS WITH CERTIFICATION

Year	Year 1	Year 2	Year 3
Start	33.66	34.67	35.71

MECHANIC HELPER

Months	Year 1	Year 2	Year 3
Start	14.86	15.16	15.46
6	15.39	15.70	16.01
12	15.92	16.24	16.57
18	16.45	16.78	17.12
24	17.04	17.39	17.73
30	17.43	17.78	18.14
36	17.81	18.17	18.53
42	18.19	18.55	18.92
48	18.56	18.94	19.31
54	18.94	19.32	19.71
60	19.32	19.71	20.10
66	19.70	20.09	20.49
72	20.08	20.49	20.90
84	20.57	20.98	21.40
96	20.93	21.35	21.78
108	21.32	21.74	22.18
120	21.71	22.14	22.58

The Employer has the discretion to hire new employees at a starting wage rate higher than that set out in the tables above for ramp, grooming, BSO, Mechanics and Helper, but if it does so, then any existing employee receiving less than the chosen new hire rate will have their rate increased to the chosen new hire rate, and continue to receive that rate until the rate in the table above for the existing employee exceeds the chosen new hire rate.

***Note :** The parties also agree that, if all or some of said minimum wages increases are not approved and/or modified, they will forthwith meet and negotiate new rates of pay in respect of those set out in schedule A that are below or equal to the new BC minimum wage.

Sick Days

After 1 year of service, employees will be entitled to two (2) sick days per year to the maximum of **ten (10)** per calendar year, if not used, to be paid out at 100% at the end of each respective calendar year.

The Company may request a doctor's note after three consecutive days absent. The cost of the note will be at the Company's expense.

**PREMIUMS BELOW ARE APPLICABLE
TO ALL DEPARTMENTS**

PREMIUMS	
Lead Hand	\$4.25
Senior Lead Hand	\$5.25
Trainer	\$4.25
LAV	\$1.00

Tow Premiums

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

Longevity - Only Applies to Staff Hired Prior to December 7, 2010:

- **\$0.50 (fifty cents)** per hour after ten (10) years of service.
- **\$0.50 (fifty cents)** per hour additional after fifteen (15) years of service.
- **\$0.75 (seventy-five cents)** per hour additional after twenty (20) years of service.

SCHEDULE "B"

BENEFITS - COMPANY CONTRIBUTION

Pension Plan

For the former Servisair employees currently in the IAM Labour Management Pension Plan, the Company will contribute **eighty cents (\$0.80)** per hour worked, including overtime to a maximum of **thirty-two dollars (\$32.00)** per week, from September 1, **2018** to August 31, **2019**. The Company will contribute **one dollar (\$1.00)** per hour worked, including overtime to a maximum of **forty dollars (\$40.00)** per week, from September 1, **2019** to August 31, **2021**.

Note: the maximum amount referred to above will come into effect on the first day of the month following the date that the Employer pays the Union for monies owing pursuant to the Vince Ready arbitration award (dated October 4, 2018)

RRSP Contribution

All former Swissport employees covered by the Swissport Collective Agreement, and new employees hired the effective date of ratification, will be entitled to participate in the Swissport RRSP Plan.

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

The Contribution will increase from **\$80.00 to \$110.00** - effective **September 1, 2018**.

SCHEDULE B - PART 2

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

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

1. For the former Servisair employees currently in the IAM Labour Management Pension Plan, the Company will contribute **eighty cents (\$0.80)** per hour worked, including overtime to a maximum of **thirty-two dollars (\$32.00)** per week, from September 1, **2018** to August 31, **2019**. The Company will contribute **one dollar (\$1.00)** per hour worked, including overtime to a maximum of **forty dollars (\$40.00)** per week, from September 1, **2019** to August 31, **2021**.

Note: the maximum amount referred to above will come into effect on the first day of the month following the date that the Employer pays the Union for monies owing pursuant to the Vince Ready arbitration award (dated October 4, 2018)

2. Contributions are payable for all employees covered by the Collective Agreement, either full-time or part-time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the IAM Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1979, which has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, conform with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company, at all times, to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out until a suitable date and time has been arranged with the Company Secretary Treasurer. The Company shall not arbitrarily withhold and delay arrangements for an audit.
4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20th) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable

attorney's fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.

5. The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without written consent of the IAM Labour-Management Pension Fund (Canada).

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

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

LETTER OF UNDERSTANDING #1

LOSS OF AIRPORT DRIVING AUTHORITY (D.A.)

Holding a valid BC Driver's License and a valid D/A license are conditions of employment for Swissport employees (Ramp / Grooming Senior Lead and Lead / Maintenance). These must be maintained throughout the period of employment with Swissport.

Should an employee who is required to obtain a D/A license fail to report the loss of either a BC Driver's License or a D/A license, his or her employment will be terminated.

Should an employee temporarily lose either one or both of these licenses for a period of one year or less, the employee will be suspended without pay or benefits. The length of the suspension will be for the duration of the loss of the license plus the time required for the employee to re-qualify for the license, provided the employee re-qualifies within 45 days of the end of the license suspension. If the license(s) are not regained within the 45 day period, then the employment of the employee will be terminated.

Should an employee temporarily lose either one or both of these licenses for a period of more than one year the employment of the employee will be terminated immediately.

The Company has the right to request that an employee produce proof of a valid Driver's License at

any time. The employee will be required to comply as soon as possible but no later than seven (7) business days after the request was made.

Short term license losses (to a maximum of a two (2) week license suspension) may be accommodated by the Company re-assigning the employee to a job that does not require the license, to a maximum of two (2) employees at one time, and provided the employee maintains their RAIC. D/A suspensions are subject to the discipline process.

The Company will have a minimum of 1 D/A class scheduled monthly.

ALL Employees:

- 1. All Current and New Ramp/Maintenance Employees will be required to book their 1st D/A test as soon as the 1st appointment becomes available and the Company will book their 1st appointment. If the employee failed the first (1st) attempt, he/she will have to book the second (2nd) attempt 7 days following that and if the employee failed the second (2nd) attempt, he/she will have to book the third (3rd) attempt 30 days following that.**
- 2. Employees who are up for renewals on his/her D/A, must renew his/her RAIC and MUST make an appointment for your D/A test a minimum 1 month prior to the expiration of your RAIC and will follow step (1) above.**

- 3. In order to be a Grooming Lead, Senior Lead or to be in the Lead pool, employee must have their D/A prior to any bid. Should current Grooming Lead, Senior Lead be unable to successfully pass their D/A exam after the 3rd attempt, they will revert to regular groomer status.**

Employees who fail the 3rd attempt of a renewal of their D/A (as opposed to the initial acquisition of the D/A) will either be

- a) Placed on an unpaid leave of absence with non-accrual of seniority and no entitlement to benefits for up to one year until they can re-write the test and pass prior to returning to work or**
- b) Moved to another department that does not require a D/A, provided there is a vacancy. Employee will then be placed at the bottom of the seniority list and assume the applicable rate of pay for that department.**

Should an employee fail their D/A upon their return from the one (1) year unpaid leave of absence, his/her employment will be terminated effective immediately.

Employees that are out of the workplace (under the auspices of this Article) for longer than ninety (90) days will not accrue seniority.

LETTER OF UNDERSTANDING #2

UNIONIZED TRAINER

The Company will commit to **two (2)** permanent unionized trainers subject to the amount of employees is under six hundred and fifty (650) employees. Should the number of employees exceed six hundred and fifty (650), the Company will increase the number of trainers at a rate of one (1) per two hundred and fifty (250) employees or thereof.

The selection of unionized trainers will be based on seniority, subject to the employee passing the **train the trainer** exam.

Temporary trainers can be utilized for a definite period of time (i.e., with a start date and an end date to a maximum of thirty (30) consecutive days unless mutually agreed by both parties). The Union will be advised of all temporary assignments.

The selection process for the trainer positions will be every two (2) years.

The current four (4) trainers will remain in place until their MOA's expire.

LETTER OF UNDERSTANDING #3

EMPLOYMENT EQUITY

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

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

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

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

and safety, and negative impacts on the rights of other employees.

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

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

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

LETTER OF UNDERSTANDING #4

PARKING

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

LETTER OF UNDERSTANDING #5

SUB-CONTRACTING

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

LETTER OF UNDERSTANDING #6

SHIFT TRADES

Shift trades are a privilege. The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations.

Under no circumstances can a shift trade cause an employee to be paid at overtime rates.

An employee may ask another employee to work his shift, on condition that he has received his Supervisor's authorization to do so. The approval for the request will be at the discretion of Management.

Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to the Supervisor, who shall approve it at least twenty-four (24) hours before the shift in question. This approval must bear the signatures of the Supervisor and both employees involved.

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

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

An employee that does shift trade is ineligible to work overtime work until he has eight (8) hours of rest after the completion of the shift trade.

Shift trades must adhere to Article 17.01 (d).

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

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

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

Except for partial shift exchanges, a maximum of three (3) employees may be involved in a shift exchange.

Partial shift exchanges shall be permitted provided no shift is split into more than two parts, meaning that a maximum of two (2) employees may complete the shift in question.

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

Employees may trade away a maximum of twenty (20) shifts per quarter. The quarters will start on January,

April, July and October of each calendar year.

Note: Employees must work at least fifty percent (50%) of their scheduled shifts in the quarter

Should the Company get a system in place that enables them to monitor hours of work between overtime and shift trades the parties will get together and review the LOU.

LETTER OF UNDERSTANDING #7

EXPEDITED ARBITRATION

The parties agree for the life of this Collective Agreement to utilize an expedited arbitration process as follows

Any grievance arising between the parties which have not been satisfactorily settled under the provisions of Article 9, will be referred to expedited arbitration, except grievances in the nature of the following, which will follow the single format under Article 10.

- a. Policy grievances;
 - b. Grievances requiring substantial interpretation of a provision of the Collective Agreement;
 - c. Grievances requiring presentation of extrinsic evidence related to the interpretation of the Collective Agreement;
 - d. Grievance arising from Duty to Accommodate; and,
 - e. Grievances mutually agreed by both parties to be referred to standard formal arbitration.
1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year.
 2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) week's notice of cancellation will be provided to the Arbitrator and the date(s) will be re-scheduled.
 3. The expedited arbitrators shall consist of the following:

- Dave McPhillips

- Corrin Bell
- Julie Nichols

The arbitrators will remain in place for the life of this Agreement unless mutually agreed to by the parties.

4. The parties shall equally share the fees and expenses of the arbitrator. Costs and allowances payable to witnesses shall be paid by the party calling such witnesses.
5. Prior to rendering a decision, the arbitrator may at any time during the proceeding, assist the parties in mediating a resolution to the grievance.
6. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under Article 9, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.
7. Grievances shall be heard on a “first in, first out” basis, unless otherwise agreed.
8. For every grievance on the agenda, the parties shall prepare a brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.
9. Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date. Notwithstanding the foregoing, the receiving party will

have the option to proceed as scheduled if they so desire or defer the matter to the next hearing date. The party failing to exchange the brief within seven (7) day's hearing will have no further rights to adjourn or defer the matter.

Receiving party here refers to the party who receives the brief late (i.e., after the deadline which is 7 days prior to the scheduled hearing date).

10. The parties will use all means possible to keep proceedings simple. As such there will be no reliance on legal authorities to support arguments except with respect to generally accepted labour law principles.
11. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request to any one grievance unless otherwise agreed.
12. The written decision shall be issued to the parties within fourteen (14) calendar days of the hearing.
13. Decisions rendered by the arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing. Decisions will be final and binding and not subject to appeal.

14. In the event of a conflict between any provision of this Agreement and the Collective Agreement, this Agreement shall prevail with respect to the subject matter of the conflict.

LETTER OF UNDERSTANDING #8

PART-TIME LEAD POSITIONS

BETWEEN:

SWISSPORT CANADA HANDLING INC.

(Hereinafter referred to as the “Company”)

- AND -

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS**

TRANSPORTATION DISTRICT 140, AND,

LOCAL LODGE 16

(Hereinafter referred to as the “Union”)

- 1) For the term of the current Collective Agreement, **September 1, 2018 to August 31, 2021**, the parties agree to introduce part-time Lead positions on a trial basis.
- 2) The number of part-time Lead positions offered cannot exceed twenty-five percent (25%) of the full-time Lead Hand allotments, as determined by the Joint Shift Committee.
- 3) All Bargaining Unit part-time positions will be offered in the following manner:
 - a) Regular Ramp / Grooming
 - i) Part-time in order of seniority
 - b) Part-time Lead Hand
 - i) Lead pool in order of seniority
 - ii) Classification seniority

- 4) All part-time Lead shifts will be scheduled with no split shifts permitted.
- 5) If there is a Lead requirement the Company will canvass all permanent Leads signed up on the voluntary overtime list first.
- 6) If there is a part-time Lead requirement and the Company has not fully utilized the twenty-five percent (25%) ratio in scheduled shifts. The Company can upgrade a part-time employee that is in the Lead pool to a maximum of twenty-five percent (25%).
- 7) If there are insufficient volunteers the Company will canvass, in seniority order, full-time employees in the Lead pool working day of the vacancy if they want an upgrade.
- 8) If there are still insufficient volunteers and the Company has maximized the twenty-five percent (25%) ratio then the Company can upgrade a part-time employee that is in the Lead pool for the shift required.
- 9) Should the Company need to access point 4, the employee will be paid for a minimum of eight (8) hours irrelevant to the hours that he/she is scheduled to work. (i.e., employee scheduled 10:00-14:00) employee will be paid eight (8) hours and is not required to work more hours than scheduled.
- 10) Any grievances filed pertaining to the terms and conditions of this Letter of Understanding, which cannot be resolved by the parties, will be forwarded to Federal Mediation and Conciliation Service for grievance mediation.

- 11) Part-time Lead will be unable to drop the bid line as a Part-time Lead until the end of the bid as a Part-time Lead.

LETTER OF UNDERSTANDING #9

REHABILITATION PROGRAM

The Company and Union agree to a Rehabilitation Program for employees covered by this Agreement. The Program is intended to assist employees who are absent due to accident or illness to return to productive work by allowing them to work modified hours and/or duties, which, in some cases, may require the employee to work less than the standard working week and/or standard working day. The Company and the Union agree that workplace accommodations may require the cooperation of all three parties in order to be successful. They further agree that the Company, the Union and the employee have an obligation to facilitate the accommodation process.

Employees who identify themselves as candidates for this Program must inform both the Company and Union, locally that they wish to return to work on modified duties.

Before returning an employee to work, the Employee must have a **company approved** form completed by a qualified medical physician. The Company will reimburse a reasonable cost of the **company approved** to be completed. To be reimbursing, the Employee must submit the original receipt to the Company. Only completed **company approved** forms will be reimbursed.

Upon receiving a request for Return to Work on modified duties, the Company will **schedule a tri-party meeting with the Chief Shop Steward or his designate and the employee. The Company will** examine whether it can or cannot accommodate the request up to the point of undue

hardship. The Company may ask the employee for more medical clarification and/or request the employee to see the Company doctor for medical assessment.

The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected. **The Company will provide the union with a copy of the company approved form, no later than the tri-party meeting and a copy of the GRTW plan prior to it being approved and implemented.**

The employee has the responsibility to schedule all activities, such as medical appointments, physiotherapy, etc., outside of the return to work schedule.

LETTER OF UNDERSTANDING #10

HEALTH AND SAFETY

1. The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Canadian Occupational Health and Safety Regulations, policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

All employees will participate in a recurrent Health and Safety Orientation Program. The Program will include training on a Company specific Emergency Evacuation Plan, WHMIS and, Safe Lifting Practices. The Company will allow time, on the job, to complete the Health and Safety Orientation Program. New Hire employees will complete this training during new hire orientation.

2. The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work including:
 - a. If at any time, in any work area, the conditions become unbearable to work in accordance to the Canada Labour Code Part II, whether it is heat or cold, the Company will provide the necessary equipment to make the workplace bearable to work in.
3. The Union will co-operate to promote the adherence to the appropriate Federal Regulation, policies, practices and procedures.
4. A Health and Safety Committee(s) shall be established in accordance with the Canada Labour

Code Part II and the Canadian Occupational Health & Safety Regulations, policies, practices and procedures including:

- a. Membership chosen by and representing the workers and the Company, in no case shall the Company's representatives outnumber those of the workers; and,
 - b. A Chairperson and Secretary elected from and by the Members of the Committee.
5. The workplace Health and Safety Committee(s) will:
- a. consider and expeditiously dispose of Health and Safety complaints;
 - b. participate in the implementation and monitoring of programs to prevent workplace hazards;
 - c. participate in all of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;
 - d. participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;
 - e. ensure that adequate records are kept on work accidents, injuries and health hazards;
 - f. cooperate with Health and Safety Officers;
 - g. participate in the implementation of changes that may affect occupational health and safety including work processes and procedures;
 - h. assist the Company in investigating and assessing the exposure of employees to hazardous substances;
 - i. inspect, each month, all or part of the workplace, so that every part of the workplace is inspected at least once per year; and,

- j. participate in the development of Health and Safety policies and programs.
- 6. Reporting of Unsafe Conditions**
- a. Employees shall immediately report to their Supervisor, any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
 - i. the use or operation of a machine or thing presents a danger to themselves or a co-worker; or,
 - ii. a condition exists at work that presents a danger to them.
 - b. In order for an employee to refuse dangerous work without risking their job or wages, the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2.

LETTER OF UNDERSTANDING #11

SEVERANCE PAY

An employee who has completed two (2) years of continuous service with the Employer and who is laid off due to a base closure shall be paid severance based on four (4) days pay for each completed year of service with the Employer to a maximum of forty-eight (48) days pay.

Severance shall be calculated in the following manner:

Full-time employees:

Severance shall be calculated based on the shift pattern in effect at the time of base closure.

I.e., $4 \times 4 = 12$ hour day

$5 \times 2 = 8$ hour day

Part-time employees:

Each part-time employee shall be entitled to five (5) hours pay per day of severance.

**APPENDIX 1 - THE BENEFITS BELOW WILL APPLY TO
CURRENT EMPLOYEES ON DATE OF RATIFICATION,
EXCEPT WHERE STATED (E&OE).**

Classes	29A - Fulltime employees of Vancouver Airport (Below the Wing)	29B - Part time employees of Vancouver Airport (Below the Wing)
Collective Agreement Union	IAMAW Local 140	
Ratification Date/Expiry Date	Sept 1, 2018 to August 31, 2021	
Premium Contributions	Swissport paid: 100% Health and Dental Employee paid: 100% life, AD&D, Dep, Opt life, CI, STD, LTD	Swissport paid: 100% Health and Dental Employee paid: 100% life, AD&D, Dep, Opt life, CI
Enrollment Process	Not Applicable	
Re-Enrollment Period	Not Applicable	
Definitions		
Collective Bargaining Agreement - Waiting Period	12 months	
Minimum hours of work/week	20 weekly	
Sun Life Oasis Hours per week	N/A	
Hours Audit	Not Applicable	
Spouse definition	legal/common law	
Child definition	21/25	
Benefit Termination Date		
Life	Sun Life	
Benefit Schedule	Flat \$50,000	

Maximum	\$50,000	
Non-Evidence Maximum	nil	
Waiver of Premium (Yes/No)	same as LTD	
Definition of Disability	included	
Conversion Privilege	50% age 65	
Reduction Schedule	yes	
Terminates at Age	70 or retirement	
AD&D	AIG Life	
Benefit Schedule	Flat \$100,000	
Standard or Enhanced	\$100,000	
Maximum	nil	
Waiver of Premium	included	
Do Waivers terminate with Policy	yes	
Reduction	nil	
Conversion	nil	
Terminates at Age	70 or retirement	
Optional Life Benefits	Sun Life	
Life	units of \$10,000 to max \$250,000	
Spousal Life	units of \$10,000 to max \$250,000	
Each Child	units of \$5,000 to max \$10,000	
Terminates at Age	70 or retirement	
Optional AD&D	AIG Life	
Employee	None	None
Spouse		
Children		
Standard or Enhanced		
Waiver of Premium		
Terminates at Age		
Optional Critical Illness	Sun Life - Mandatory	
Member Benefit Schedule	Flat \$25,000	
Spousal Benefit Schedule		
Each Child Benefit Schedule		
Conditions Covered	25 illnesses	
Waiver of Premium	same as LTD	
Terminates at Age	65 or retirement	

Dependant Life		Sun Life
Spouse		\$10,000
Child		\$5,000
Age Definition		live birth, 21/25
Conversion Privilege		included
Waiver of Premium		yes
Terminates at Age		70 or retirement
Short Term Disability		Sun Life
Benefit Schedule	67% of weekly earnings	None
Maximum	\$1,160	
Non-Evidence Maximum	nil	
5 or 7 Day Work Week		
Elimination Period		
- Accident	1st day or the date you consult a doctor	
- Hospitalization (overnight or day surgery)	7 days	
- Illness	7 days	
Benefit Period	26 weeks	
Re-Occurrence Date		
Tax Status	Non-taxable	
Terminates at Age	Age 70 or earlier retirement	
Long Term Disability		Sun Life
Benefit Schedule	67% of monthly earnings	None
Maximum	\$5,000	
Non-Evidence Maximum	\$5,000	
Elimination Period	26 weeks	
Definition of Earnings	gross earnings, excluding overtime & bonuses	
Definition of Disability	24 month own occupation	

Partial Disability	included
Residual Benefit	
Rehabilitation Program	included
Pre-existing Conditions	3-Dec
Conversion Privilege	nil
All Source Maximums	85%
Offsets (Primary or Full)	Primary
Survivors Benefit	3 months
COLA Clause	nil
Tax Status	non-taxable
Terminates at Age	65 or retirement
Health Care	Sun Life
Drugs - Plan Details	
Pay Direct Drug Card (Yes/No)	yes
Deductible	nil
Dispensing Fee	\$6 dispensing fee cap
Coinsurance	90% for the first \$2500 and 100% thereafter Note: New Hires effective date of ratification & after: 80% for the first \$5000 and 100% thereafter
Definition of Drug Formulary	mandatory generic
Fertility Drugs	\$5,000/lifetime
Smoking Cessation Drugs	\$500/benefit year
Erectile Dysfunctional Drugs	nil
Vaccines	included
Supplementary Health Care/Medical Services & Supplies	
Maximum	unlimited
Deductible	nil

Coinsurance	90%
	Note: New Hires effective date of ratification & after: 80%
Chronic Care	\$40/day, maximum 60 days
Convalescent Hospital	\$40/day, maximum 180 days
Private Duty Nursing	\$15,000/benefit year
Accidental Dental	included
Hearing Aids	\$500/24 months
In Province Hospital Benefit	semi-private
Paramedical Practitioners	
- Acupuncturist	\$35/visit maximum \$850/benefit year per paramedical practitioner
- Audiologist	
- Chiropodist	
- Dietician	
- Homeopath	
- Massage Therapist	
- Naturopath	
- Osteopath	
- Physiotherapist/Occupational Therapist	
- Podiatrist	
- Psychologist/Social Worker	
- Chiropractor	
- Christian Science	
- Speech Therapist	
Orthotic Devices	nil
Orthopaedic Shoes	\$500/benefit year
Vision Care	\$200 /24 months
Eye Examinations	\$50/24 months
Conversion	yes
Survivor Benefit	24 months
Terminates at Age	70 or retirement

Out-of-Province/Country	Sun Life
Deductible	nil
Coinsurance	100%
Emergency Maximum	\$1,000,000/lifetime
Referral Maximum	80% co-insurance
Travel Assistance	
Number of Days Limited	90 days
Dental Care	Sun Life
Deductible	nil
Coinsurance	
	100%
- Basic Services	Note: New Hires effective date of ratification & after: 80%
Units of Scale/Year	9 units/benefit year
- Major Restorative	
- Dentures	
- Crowns	50%
- Bridges	
- Orthodontics	50%
- Age (Adult/Child)	children - under age 19
Maximum	
- Basic preventative & Basic restorative	\$1,250/benefit year combined
- Major Restorative	
- Orthodontics	\$1,500/lifetime
Fee Guide	current
Recall Examinations	6 months
Conversion	yes
Survivor Benefit	24 months
Terminates at Age	70 or retirement