

COLLECTIVE  
AGREEMENT



TEAMSTERS LOCAL 855

and



Ramp, Cargo and Commissary –  
Newfoundland and Labrador  
February 7, 2022 – December 31, 2025

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15314-01

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## **Article 1**

### **Preamble**

- 1.01 This Collective Agreement (the "Agreement") is made and entered into by and between PAL Airlines Limited, hereinafter known as the "Company", and the employees in the Ramp, Cargo and Commissary bargaining unit in the employee of PAL Airlines Limited, ("Employees") as represented by Teamsters, Local 855 hereinafter known as the "Union" or "Local 855" collectively referred to as the "Parties". In making this Agreement, the Parties recognize the objectives of promoting and maintaining the safety of air transportation, the high quality of customer service, and harmonious labour relations. The Parties recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, and in the public interest, and for the intent and purpose of this Agreement.

## **Article 2**

### **RECOGNITION CLAUSE**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees in the following classifications located in St. John's, NL and Deer Lake, NL: Ramp Attendant; Commissary Agent; Cargo Agent; and Cargo Coordinator. The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees in the Cargo Agent and Commissary Agent classifications in Wabush, NL.
- 2.02 The Union recognizes that there is overlap in some duties within the above noted classifications, and there is overlap within some duties in the Customer Service Representative position which is expressly not included in this Agreement.
- 2.03 Management, including Supervisors, will not perform work which is normally part of this bargaining unit, except:
- a) in unforeseen circumstances;
  - b) for instruction and/or training; and/or
  - c) to accommodate medical limitations of Employees.

## **Article 3**

### **DEFINITIONS**

- 3.01 The following terms are defined as follows:

Casual – An Employee who is not regularly scheduled any hours, but is available to work occasionally on an "on-call" basis.

Company – PAL Airlines Ltd.

Employee – A worker who is part of the bargaining unit as per the Recognition clause of this Agreement, includes Full Time, Part Time and Casual.

Full Time – An Employee who is scheduled at least 70 hours over a pay period.

Lead – An Employee assigned as Lead for a shift shall lead and direct the operations of the shift in which they are assigned as Lead, but shall not have the authority to hire, fire, suspend or discipline. Should a Lead notice something of concern, they will report this to management.

Part Time – An Employee who is scheduled less than 70 hours over a pay period.

Station – the geographic base of the Employee, which is either: Deer Lake, St. John's, or Wabush, NL.

Union – Teamsters, Local 855.

Vacation Entitlement: The amount of time that an Employee is entitled to take off for vacation based on years of service with the Company.

Vacation Accrual: The amount of vacation dollars earned calculated based on the period in which the Employee earned vacation. The Vacation Accrual represents the pay an Employee will receive while off on Vacation Entitlement.

#### **Article 4**

##### **MANAGEMENT RIGHTS**

- 4.01 The Association acknowledges that it is the Company's sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs, business and the direction of Employees, all of which are fixed exclusively with the Company. The Company will exercise its rights in a reasonable manner.
- 4.02 Management rights to not detract from the right of the Union to file a grievance in the manner outlined in this Agreement.

#### **Article 5**

##### **DEDUCTION OF DUES (Membership Fee and Initiation Fee)**

- 5.01 The Company shall deduct a Union membership fee bi-weekly from each Employee (including probationary employees) as defined in Article 2 (Recognition) of this Agreement. The Union will advise the Company the amount to be deducted. The amount of membership fee to be deducted shall only be changed during the term of this Agreement to conform with changes in the amount of the membership fee of the Union in accordance with its constitutional provisions. Thirty (30) days' notice will be provided in advance of any requested change in amount of Union dues to be deducted.

- 5.02 The Company shall also deduct an initiation fee from the wages of each new Employee who has completed the probationary period stipulated in Article 6 (Probationary Employees) of this Agreement. Such deduction shall be made on the last pay period of the month following the completion of the Employee's probationary period.
- 5.03 The Company shall forward said Dues (membership fee and initiation fee) together with a list showing from whom the deductions were made, to the Financial Secretary of the Union, not later than the fifteenth (15<sup>th</sup>) day of the following month.
- 5.04 The Company agrees to notify the Union within fourteen (14) days of beginning work of any new Employees giving the employee's classification, address and rate of pay. The Company will also advise the Union when an Employee is laid off, on a leave of absence, or has resigned.

## **Article 6 PROBATION**

- 6.01 New Employees will be regarded as probationary for the first six (6) months worked or 750 hours (whichever comes last). Upon the successful completion of the probationary period, the Employee will be added to the seniority list with seniority date being the first date worked. Probationary Employees shall not have a right to file a grievance for discipline and/or discharge/termination (except in relation to an allegation of a contravention of the *Canadian Human Rights Act*), but shall otherwise have all privileges, rights and protections of this Collective Agreement. The Company has the right to release Employees before the probationary period ends for any reason.

## **Article 7 PAY and LEAD**

- 7.01 Employees to whom this Agreement applies shall be identified and paid, based upon their classification, in accordance with Article 2 (Union Recognition) and the wage schedule annexed and marked as Schedule "A", which shall form part of this Agreement.
- 7.02 The Company may, at its discretion, commence a new Employee at any rate on the applicable wage scale based on his/her experience; no Employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale. (SCHEDULE A - Wages). Increases thereafter occur on the calendar year.
- 7.03 Management will assign at least one Employee(s) as Lead Ramp Attendant per shift at the stations in Deer Lake and St. John's. When there are Charter flights from the hanger side in St. John's, a Lead Ramp Attendant will be assigned (this will be a second Lead in the event there are flights at the terminal and the hanger which overlap). The Employee assigned as Lead Ramp Attendant will be on the basis of seniority. Employees assigned as Lead Ramp Attendant shall receive a wage premium identified in Schedule "A" for their entire shift. A minimum of two (2) hours' premium will be paid for any temporary assignment as Lead Ramp Attendant.

- 7.04 Pay will be by direct deposit on a bi-weekly basis in arrears. Pay statements will normally be available to Employees no later than noon on pay day.
- 7.05 When punching in, ADP provides an Employee with a grace period of 5 minutes for pay purposes. For example, if a shift is to begin at 8:00 am, first punch in between 8:00 and 8:05 will round back to 8:00. However, if first punch is at 8:06 it will round forward to 8:15 am. Similarly, at the end of shift, if punch out is between 5:00 pm and 5:09 pm, ADP will round back to 5:00 pm. If, punch out is between 5:10-5:15, ADP will round forward to 5:15.
- 7.06 Recovery of pay errors (either overpayment or underpayment) will be limited to those errors which occurred during the twelve (12) calendar month period immediately preceding the discovery of the error.
- 7.07 When pay occurs involving an overpayment are discovered by the Company, written notification will be given to the Employee of the overpayment at the time of the error being discovered. The notification will include the amount of overpayment and the date that the amount will be deducted. The Company agrees should an undue hardship be created; they may review the repayment schedule. In the event the Employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.
- 7.08 No unauthorized payroll deductions will be made other than those required by law or those outlined herein and agreed upon between the parties.
- 7.09 Pay errors involving an underpayment will be reported by the employee to their supervisor and the Company will provide a response within fourteen (14) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment, provided such verification is made five (5) or more days prior to the pay date; otherwise, it will be made on the next following pay cheque.

## **Article 8**

### **HOURS OF WORK, SHIFT SCHEDULES**

- 8.01 It is recognized the Company operates a continuous operation (24 hours a day, 7 days a week, 365 days a year). As such the Company are required to schedule employees to meet these demands.

#### **Hours of Work**

- 8.02 The Company will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes to airline schedules, airport schedules or other obligatory requirements. The minimum hours of pay for any shift for which an Employee is scheduled shall be three (3) hours.
- 8.03 Full time Employees will be scheduled a minimum of 70 hours bi-weekly. Part time Employees are those who are scheduled less than 70 hours bi-weekly. The Company agrees to follow a balanced work schedule for Part time Employees, meaning that hours

will generally be distributed equally among the Employees within the classification. Casual Employees will work on an on-call basis with no regularly scheduled shifts.

- 8.04 It is recognized that occasionally Employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled or due to operational requirements. Additionally, the Company may require Employees to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other Employee is scheduled to work or when there is an unplanned workload which cannot be deferred.
- 8.05 Schedules are ordinarily posted at least 7 days in advance. However, schedules are subject to change based on operational requirements.
- 8.06 Where possible, the Company will make reasonable efforts to schedule employees two consecutive days off.
- 8.07 Split shifts can only be created if the time between the split is three (3) hours or more.
- 8.08 Employees who show up for their scheduled shift or commence their shift and are subsequently sent home will be paid at least four (4) hours, provided the Employee's shift was at least 4 hours.

#### **Meal Periods & Rest Periods**

- 8.09 Meal and rest periods shall be taken at down time between flights as per past practice.

#### **Off Duty Period**

- 8.10 Once an Employee has worked their scheduled hours in a work day, the Employee is entitled to eight (8) hours off duty period prior to the start of the next shift (unless there are unforeseen circumstances).

#### **Shift Trades**

- 8.11 Employees may arrange for another employee within their classification to work their shift subject to management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade.
- 8.12 The Employee covering the shift must be qualified to and capable of performing the work.
- 8.13 Employees will submit their request for a shift trade in writing to their supervisor for approval a minimum of twenty-four (24) hours in advance.



**Article 9**  
**OVERTIME AND CALL-IN**

- 9.01 A work week is Monday – Sunday. All time worked in any work period, including overtime and call-in, will be considered as work performed on the work day on which the shift or call-in began. The Company shall have at all times the right to limit overtime where it is possible to have work performed at straight time.
- 9.02 Overtime shall not be worked except by direction of management, except in cases of emergency and when prior authority cannot be obtained and the duties were essential to the continued operation and/or service to the customer. It is understood that when overtime is worked, the balance of an Employee's remaining schedule will not be change to circumvent the payment of overtime.
- 9.03 Overtime and/or call-in which is not continuous with an existing shift, will be distributed based on an Availability List and seniority. Employees wishing to work overtime shall place their name and telephone number on an Availability List which shall be posted by Station, on the basis of seniority, each pay period on Friday, for work to be performed in the following pay period. Management will call people on the Availability List for call-in and/or overtime. If a call is not immediately answered (or work is refused) management will go to the next person on the list. Management may remove an Employee's name from the Availability List for that pay period if the Employee does not answer two calls or refuses work. Should there be no one volunteering to report to work for call-in and/or overtime, the most junior qualified person on the Availability List must answer the call (or return the call within 15 minutes) and accept the work. If there is no Employee on the Availability List, the most junior person who is qualified to do the work must answer the call (or return the call within 15 minutes) and accept the work.
- 9.04 Overtime is paid at one and a half (1 ½) times the regular rate of pay. Overtime will be paid when:
1. an Employee works in excess of eighty (80) hours in a pay period; and/or
  2. an Employee works on a Statutory Holiday as defined in this Agreement.

**Call-in**

- 9.05 If an Employee is requested to work on a regular work day not consecutive with their shift, or to work on a day off, the Employee will be credited with a minimum of hour (4) hours (at the applicable rate).

**Time Records**

- 9.06 Accurate records will be maintained for each Employee which will be made available to the Employee through the electronic database for 12 months.

**Article 10**  
**SENIORITY**

10.01 Employees will accrue and maintain seniority in separate classifications. All Employees as of date of certification shall be assigned seniority based on their hire date within their classification. An employee's seniority date will be the first date of paid work within their classification. In cases where two (2) or more Employees have the same seniority date, the sequence of seniority will be determined by random draw witnessed by the affected Employees.

10.02 The Seniority List will be prepared, corrected, amended and published in the following manner:

Not later than March 30 and September 30 each year, the Company will post on the bulletin board complete Seniority List for Employees. The list will show the Employee name, classification and seniority date.

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

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

10.03 In layoff and rehire, the Company shall consider the seniority of the Employee, and performance of the Employee.

10.04 Where the performance of the Employees under consideration are relatively equal, the Employee's seniority shall be the determining factor. The decision of the Employer on performance shall be final, but the Company agrees to discuss any questions arising under this sub-clause with the Employee feeling aggrieved or with his/her Union representative.

10.05 In the event of a reduction of the workforce, the Company will apply the principle of "last on - first off" and following a lay-off, rehiring shall be executed on the principle of "last off - first on". This principle will be applied within each classification.

10.06 An Employee shall immediately forfeit their seniority and be removed from the seniority list for the following reasons:

- (1) the Employee voluntarily resigns their employment;
- (2) the Employee is discharged with cause;
- (3) the Employee is laid off for shortage of work and is not recalled within eighteen (18) months or
- (4) is absent from active employment for any reason for twenty-four (24) months. In this circumstance the employment relationship will end.

- 10.07 Any Employee accepting a position with the Company outside the bargaining unit shall maintain the seniority for a maximum period of six (6) months. If the Employee returns to the bargaining unit within the aforesaid six (6) month period, they shall be reinstated with the seniority they held at the time they left the bargaining unit. After six (6) months outside the bargaining unit, the Employee shall lose all seniority.

#### **Recall**

- 10.08 Employees will be notified by the Company when being recalled from layoff by e-mail at the last known personal e-mail address. It is the Employee's responsibility to advise the Company of any change in e-mail address. While the official notification will be via e-mail, the Company will also follow up with a telephone call at the last known phone number.

The notified Employee must advise the Company within twenty-four (24) hours after having received the e-mail notice if they wish to accept the recall by replying to the e-mail.

Recalled employees must report for duty within seven (7) calendar days from the date of recall from the Company, or earlier if mutual agreement.

### **Article 11**

#### **VACANCY and TEMPORARY ASSIGNMENT**

- 11.01 Vacancies for classifications covered by this Agreement will be posted on the ADP career centre for at least 7 calendar days.
- 11.02 The Company may temporarily assign an Employee to an equal or higher classification at the Company's discretion. The Employee will be paid in accordance with the classification they are temporarily assigned. The Employee will continue to accrue seniority in their existing classification during the temporary assignment.

### **Article 12**

#### **BENEFITS**

- 12.01 There are health (group insurance) benefits for Full Time Employees and these will be provided on a 50/50 cost shared basis in accordance with the plan texts. At a minimum the benefits will include: health care, dental care, long term disability, AD&D, and life insurance.
- 12.02 Part Time Employees are included in the benefit plan (also provided on a 50/50 cost shared basis) if they work 30 hours per week averaged over 3 months.
- 12.03 Retirement benefits for Full Time Employees and Part Time Employees will be in accordance with the plan texts. Contributions for both groups are based on gross earnings.

## Article 13

### LEAVE

- 13.01 Maternity, Parental, Adoption, Family Violence, and Court/Jury Duty Leave will be in accordance with the Company's policies, as amended from time to time, and legislative requirements.
- 13.02 Full Time Employees and Part Time Employees will be provided with Bereavement Leave of up to 7 consecutive calendar days without loss of pay, starting on the day immediately following the death, in accordance with the Company's policy, as amended from time to time.

## Article 14

### MEDICAL LEAVE

- 14.01 Full Time Employees and Part Time Employees will have Medical Leave with pay, in the amounts defined below, in a calendar year available if an Employee is unable to work due to personal illness or injury, organ or tissue donation, medical appointments during working hours, responsibilities related to the health care of immediate family members (spouse, parent or child) or any other reason prescribed by the *Canada Labour Code*.

Eligibility	Number of Paid Days for Full Time Employees	Number of Paid Days for Part Time Employees
After 30 days of employment	3 days (24 hours)	3 days (hours as calculated below)
Each subsequent month of employment	1 day (8 hours) (to a maximum of 10)	1 day (hours as calculated below)
	A maximum of 10 Medical Leave days can be earned in any calendar year	A maximum of 10 Medical Leave days can be earned in any calendar year

- 14.02 Medical Leave carries forward to the next calendar year to a maximum of 10 days. Under no circumstances is Unused Medical Leave paid out.
- 14.03 The Company may, in writing and no later than seven (7) days after an employee's return to work, request that the Employee provide documentation to support the reasons for the leave. The Employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.
- 14.04 Pay for Part Time Employees using Medical Leave is calculated on the basis of the average of the daily earnings, excluding overtime, for the 20 days worked immediately before the first day of leave. Casual Employees have no entitlement to Medical Leave.

## **Article 15**

### **PAL Days**

- 15.01 Full Time Employees and Part Time Employees will be granted up to 3 floating PAL Days (plus 2 unpaid days) per calendar year after completion of 3 months employment. These PAL Days are awarded based on operational requirements and/or in accordance with the personal leave day criteria of the *Canada Labour Code*. PAL Days have no cash value and do not carry over year over year. Pay for Full Time Employees is calculated based on 1 day equalling 8 hours. Pay for Part Time Employees is calculated on the basis of the average of your daily earnings, excluding overtime, for the 20 days worked immediately before the first day of leave. Casual Employees have no entitlement to PAL days.

## **Article 16**

### **VACATION FOR PART TIME AND CASUAL EMPLOYEES**

- 16.01 Part Time Employees will accrue vacation (which will appear on their paystub) in the following amounts. Only actively working Part Time Employees will be credited with Vacation Accrual.
- 4% (up to 3 years of service),
- 6% (between 3 and 10 years of service) or
- 8% (after 10 years of service).
- 16.02 Part Time Employees can request up to 10 days of vacation per year which will be scheduled in accordance with operational requirements. Part Time Employees can request to be paid all or part of their accrual during their vacation. Vacation days do not carry forward from one year to the next. However, any unused vacation accrual will carry forward.
- 16.03 A Part Time Employee whose employment relationship with the Company has ended are entitled to receive any outstanding vacation accrual on the final pay deposit.
- 16.04 Casual Employees are provided with vacation pay of 4%.

## **Article 17**

### **VACATION FOR FULL TIME EMPLOYEES**

- 17.01 Vacation entitlement will appear on the Full Time Employee's ADP profile and Vacation Accrual will appear on their paystub.

### **Vacation**

- 17.02 For the purpose of calculating and recording vacation, the vacation year shall be the period from January 1<sup>st</sup> to December 31<sup>st</sup>.



- 17.03 Full Time Employees shall be entitled to the following Vacation Entitlement, based upon their Length of Service, as of each January 1<sup>st</sup>. Only actively working Full Time Employees will be credited with Vacation Accrual.

Length of Service	Vacation Entitlement	Vacation Accrual
Less than a year	.83 days per month of employment	4% of gross earnings
After 1 year up to and including 3 years	10 days	4% of gross earnings
After 3 years up to and including 10 years	15 days	6% of gross earnings
After 10 years	20 days	8% of gross earnings

- 17.04 It is recognized that restrictions on the number of Employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable.

- 17.05 Vacation dates, once confirmed, will not be changed by either the Company or the Employee except in emergencies or if there is agreement between the Company and the Employee. An agreement between the Company and an Employee to change vacation dates cannot affect the vacation of another Employee.

**Selection**

- 17.06 Vacation dates will be allocated in order of seniority by each Station. Vacation will normally be taken in increments of at least one (1) week, unless otherwise agreed by the Company.

- 17.07 The Company will post a bulletin listing the Full Time Employees in order of seniority. On or before December 31<sup>st</sup>, Full Time Employees will submit, through the electronic ADP system, their preferred vacation dates for the following calendar year in accordance with the following year's Vacation Entitlement. A Full Time Employee may not revise their bid once submitted. The Company will advise of vacations approvals on or before February 1<sup>st</sup>.

- 17.08 A Full Time Employee who fails to select their vacation dates by the deadline will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such Full Time Employee will select vacation dates from these available dates and in the event, they fail to select, they will be allocated vacation dates by the Company from those that are available. Should additional vacation dates become available, the Company will allocate that vacation in a fair and equitable manner.

## **End of Employment**

- 17.09 Full Time Employees whose employment relationship with the Company has ended are entitled to receive any outstanding Vacation Accrual on the Employee's final pay deposit.

## **Article 18**

### **STATUTORY HOLIDAYS**

- 18.01 There will be eleven (11) Statutory Holidays. Statutory Holidays will be observed, and holiday pay will be paid, on the calendar day on which it falls if there is no work performed on these days. Statutory Holiday pay for Full Time Employees is calculated based on 1 day equalling 8 hours. Pay for Part Time Employees is calculated on the basis of the average of your daily earnings, excluding overtime, for the 20 days worked immediately before Statutory Holiday Statutory. If there is any work performed on these days it will be paid at the rate of time and one half in addition to being paid for the Statutory Holiday. To qualify for the paid holiday an employee must work the last required shift before/and after the Statutory Holiday.

*New Year's Day*

*Good Friday*

*Victoria Day*

*Canada Day (Memorial Day)*

*Civic Holiday (for example Regatta Day for St. John's)*

*Labour Day*

*National Day for Truth and Reconciliation*

*Thanksgiving Day*

*Remembrance Day*

*Christmas Day*

*Boxing Day*

## **Article 19**

### **DISCIPLINE AND DISCHARGE**

- 19.01 When an Employee is to be disciplined and/or discharged for just cause, the employee will be notified of the right to be accompanied by the Shop Steward, or a member of the Union executive. The Employee may waive their right to Union representation.
- 19.02 Any discipline or discharge shall be given in writing within fourteen (14) calendar days of the VP Human Resources (or designate) being aware of all the information and making a decision to issue discipline and/or discharge. For greater certainty, if the matter is being investigated, this time line does not commence until the investigation is complete.

## Article 20

### GRIEVANCE AND ARBITRATION PROCEDURE

20.01 The Company and Union agree to the following grievance procedure:

**Step 1** The aggrieved employee(s) shall, together with the Shop Steward, within ten (10) calendar days after becoming aware of the occurrence leading to the grievance, meet with the respective supervisor to attempt resolve the issue.

**Step 2** If there is no resolve at Step 1 and the Union considers the grievance to be justified, the employee concerned together with their Shop Steward, may within fourteen (14) calendar days of the occurrence leading to the grievance, submit their grievance in writing to VP of Human Resources or designate. The VP of Human Resources or designate will attempt to resolve the matter together with the Union. The VP of Human Resources or designate shall provide a response to the Union within fourteen (14) days.

**Step 3** Within thirty days of the response at Step 2, the Union or Company may refer the dispute to arbitration.

20.02 All time limits within this Section 20 may be extended by mutual agreement in writing prior to expiry of the time limit.

20.03 All Grievances and responses to Grievances must be in writing and shall be delivered via email as follows:

To the Company:  
VP of Human Resources or designate

To the Union:

20.04 All Grievances shall include the following:

The name(s) of the grievor(s);

The nature of the grievance;

A summary of the facts giving rise to the grievance;

The section(s) in this Agreement that are alleged to have been violated; and,

The remedy sought; and

The date it is submitted.

20.05 Arbitration shall be by way of a single arbitrator, chosen by mutual agreement. The party requesting arbitration shall do so in writing, naming their choice of arbitrator. If the parties fail to agree upon an arbitrator within ten (10) working days after either party has served notice on the other party, the Minister of Labour will be requested to appoint an arbitrator.

20.06 No matter may be substituted to arbitration which has not been properly carried through all steps of the grievance procedure, except as otherwise provided herein.

20.07 Each of the parties hereto will equally share the expense of the arbitrator, unless there is mutual agreement to divide the expenses differently.

20.08 If the parties settle a grievance, the parties shall exchange written communication confirming settlement.

## **Article 21**

### **UNIFORM**

21.01 Uniforms will be worn and maintained according to standards prescribed by the Company. The Employees shall wear the Uniform at all times when working. The Employee is responsible for keeping their Uniform clean and in good repair at all times. The Employee is responsible for assuming any costs associated with maintaining the Uniform in good condition.

21.02 Uniform allotment for Full time Employees will be as follows (once per year unless otherwise stated):

- 3 shirts
- 3 pairs of pants
- 2 pairs of shorts
- 2 hooded sweatshirts
- 1 insulated bib pants or snow pants (1 every 2 years)
- 1 winter parka (1 every 2 years)
- 1 jacket (1 every 2 years)
- gloves (replaced as necessary)
- winter gloves (replaced as necessary)
- safety vest (if required, replaced as necessary)
- winter cap
- summer cap
- rain suit jacket and pants (1 every 2 years)
- knee pads (available upon request)
- safety footwear (one \$250.00 voucher – up to 2 pairs)
- hearing protection (if required, replaced as necessary)

21.03 Uniform allotment for Part time Employees (scheduled less than 70 hours biweekly) will be as follows:

- 3 shirts
- 2 pairs of pants
- 2 pairs of shorts
- 1 hooded sweatshirt
- 1 insulated bib pants or snow pants (1 every 3 years)
- 1 winter parka (1 every 3 years)
- 1 jacket (1 every 3 years)
- gloves (replaced as necessary)
- winter gloves (replaced as necessary)
- safety vest (if required, replaced as necessary)

- winter cap
- summer cap
- rain suit jacket and pants (1 every 3 years)
- knee pads (available upon request)
- safety footwear (one \$250.00 voucher – up to 2 pairs)
- hearing protection (if required, replaced as necessary)

**Article 21.01 – 32.01**  
**GENERAL PROVISIONS**

**21.01 Union / Management Meetings**

It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust, to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

**22.01 Shop Stewards**

The Union will advise the Company in writing of the names of its elected or appointed shop stewards. Shop stewards will be granted paid time to attend discipline/discharge meetings and/or grievance meetings.

**23.02 Education Leave**

The Company will grant, subject to operational requirements, an unpaid Leave of Absence not to exceed three (3) days to a maximum of two (2) Shop Stewards for YYT; one (1) Shop Stewart for YWK and one (1) Stop Stewart for YDF for per calendar year for the purpose of Shop Steward training provided the Company is given fourteen (14) days advance notice in writing by the Union.

**24.01 Strike – Lock Out**

It is agreed that for the duration of the Agreement there shall be no strike, no lock-out, no work slow down, and no total or partial stoppage of work.

**25.01 Human Rights**

There shall be no discrimination on the basis of any prohibited ground set out in the *Canadian Human Rights Act*, nor for membership in the Union and the participation in various legal functions and activities related thereto.

**26.01 Letters of Understanding**

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

**27.01 Bulletin Boards**

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

**28.01 Lockers**

The Company will use reasonable efforts to provide a locked space, such as lockers, for Employee's to store personal belongings.

The Company will ensure Employees have access to clean, heated, sanitary washroom facilities.

Fresh, safe drinking water shall be available to Employees.

**29.01 Health and Safety**

The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety. One Employee will be permitted to sit on the Company's Occupational Safety Committee as per the Committee's terms of reference. The Company will endeavour to have representation across all stations (but not necessarily from every bargaining unit).

**30.01 Code of Conduct**

Employees will be subject to the Company's Code of Conduct.

**31.01 Security**

All Employees are required, as a condition of employment, a RAIC security pass. Failure to successfully obtain, and/or maintain, a current in good standing RAIC will result in immediate dismissal without access to the grievance procedure.

**32.01 Severance**

Severance will be in accordance with the Canada Labour Code.

**33.01 Duration**

This Collective Agreement shall be in effect upon date of ratification (February.7/2022) and continue in full force until it expires at midnight on December 31, 2025 subject to Letters of Understanding (LOU) as agreed to by the Company and the Union from time to time. This Agreement shall renew itself without change each succeeding year until written Notice to Bargain is served by either party within ninety (90) days prior to the expiry date. In the event that Notice to Bargain is given within the timeline, this Agreement shall remain in full force and effect while negotiations are being carried on for the renewal of this Agreement until such time as the parties are in a strike or lockout position as prescribed by the *Canada Labour Code*.

**34.01 Copies of Agreement**

As soon as practical, the Union will prepare a final draft of this Agreement and will arrange for its printing.

Schedule A

Ramp Attendant; Commissary Agent; Cargo Agent

Level	January 1, 2022	January 1, 2023	January 1, 2024	January 1, 2025
1	15.25	15.48	15.71	15.95
2	16.00	16.24	16.48	16.73
3	16.75	17.00	17.26	17.52
4	17.50	17.76	18.03	18.30
5	18.25	18.52	18.80	19.08
6	19.00	19.29	19.57	19.87
7	19.75	20.05	20.35	20.65
8	20.25	20.55	20.86	21.17
9	20.75	21.06	21.38	21.70
10	21.25	21.57	21.89	22.22
11	21.75	22.08	22.41	22.74
12	22.25	22.58	22.92	23.27
13	22.75	23.09	23.44	23.79
14	23.25	23.60	23.95	24.31
15	23.75	24.23	24.71	25.20

\* Level for 2022 is determined based on the next highest pay from where you would have would have been in 2022. Advance to the next level in each calendar year.

**Lead – an additional \$1.00 per hour**

**Cargo Coordinator:** An additional \$1.75 per hour

One time signing bonus to all employees of \$600.00

## LETTERS OF AGREEMENT

### **LOU #1**

It is understood and agreed by the Company, that when developing work schedules, where possible and operationally practical, Full Time Employees' hours shall be optimized before utilizing part time or casual employees.

### **LOU #2 Travel Passes**

Company Travel Employee Passes shall continue to be offered as per current Company policy.

### **LOU #3 Contracting Out**

For the duration of the existing Collective Agreement, except in unforeseen circumstances, the Company agrees not to subcontract bargaining unit work if that subcontracting would result in the lay-off or reduction of hours of an Employee.

### **LOU #4 Northern Retention and Recruitment**

In the event the Company has difficulty recruiting and/or retaining employees at a northern station, the Company and the Union agree to meet and discuss implementing a northern allowance and/or moving employees in northern stations further long the Schedule A scale.

### **LOU #5 Employees with Banked Family Care / Personal Leave as of December 31, 2021**

Notwithstanding Article 14 (Medical Leave), Employees who have banked Family Care / Personal Leave as of December 31, 2021 will be able to carry over a balance in a separate bank (this will be a separate line item in ADP) which they can access should their current Medical Leave balance become exhausted.

### **LOU #6 Supervisor in Deer Lake**

Notwithstanding Article 2 (Recognition Clause), the Ramp Attendant Supervisor in Deer Lake may complete up to 20 hours per week of work of the bargaining unit.

**SIGNATURE PAGE**

**IN WITNESS THEREOF:** the said parties of those present have hereunto their hands and seals subscribed and set the day and year first before written.

**SIGNED, SEALED AND DELIVERED:**

**TRANSPORT & ALLIED WORKERS**

**Teamsters Union Local 855**

[Handwritten Signature]

*Union Representative*

February 11/2022

*Date*

[Handwritten Signature]

*Witness*

February 11 2022

*Date*



**PAL AIRLINES LIMITED.**

[Handwritten Signature]

*Company Representative*

March 9, 2022

*Date*

[Handwritten Signature]

*Witness*

Mar 9/22

*Date*