

COLLECTIVE AGREEMENT

BETWEEN

**UNITED STEELWORKERS
LOCAL NO. 7106
("U.S.W.")**

AND

**THE MUNICIPAL CORPORATION OF
THE TOWN OF THE PAS
("TOWN AIRPORT")**

TERM OF AGREEMENT

JANUARY 1, 2021 – DECEMBER 31, 2023

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ARTICLE 1 - VISION

1.01 The Town Airport will be a high quality regional airport utilizing modern technology and relying on the strength of its employees as well as their excellent relationships to achieve excellent business financial results.

1.02 The goals of the Town Airport are:

- to have an employee participative environment built on trust, respect and a value system developed in partnership with the Union;
- to provide employees with ongoing growth opportunities;
- to develop strong alliances with customers, employees, suppliers, governments, communities and the parties, all of which are essential to the success of the Airport;
- to obtain excellent business financial results based on cost effective revenue generating services; and
- to work together to support the development and maintenance of an injury free environment.

ARTICLE 2 - VALUES AND BELIEFS

2.01 The parties intend to continuously work together to support the development and maintenance of the business and its employee relations based on certain values and beliefs such as:

- commitment to work together in a collaborative, co-operative manner;
- ethical behaviour in all aspects of the business;
- the provision of quality service for the customers;
- that effective working relationships with customers, employees and suppliers are essential;
- that all employees can and need to make contributions to the success of the business; and
- that service can be provided in an injury free environment.

2.02 There shall be no discrimination by either the employer or the Union in contravention with the standards of The Manitoba Human Rights Act.

ARTICLE 3 - PURPOSE AND INTENT OF THE AGREEMENT

3.01 The purposes and intent of the agreement are:

- to have collective bargaining regarding hours, wages and working conditions;
- to support the Town Airport in securing a leadership position in the efficient, safe and profitable operation of a regional airport;

- to provide for effective resolution of all disputes that may arise between the parties; and
- to support the employees, the Union and the Airport, in operating the airport in a collaborative relationship.

ARTICLE 4 - UNION RECOGNITION

4.01 The Town Airport recognizes U.S.W. Local 7106 as the sole bargaining agent for all employees of the Town of the Pas Airport, formerly named Industrial Wood and Allied Workers of Canada Local 324 and as described in the May 10, 1999 Canada Labour Relations Board Certificate.

4.02 All present employees will be members of U.S.W. and all new employees will become and maintain union membership within thirty (30) days of the commencement of their employment.

4.03 During the lifetime of this Agreement, The Pas Airport shall deduct from the wages of each bargaining unit employees, monthly union dues in the amount certified by the Union to the Employer, to be currently in effect according to the Constitution of United Steelworkers. Such deductions shall be made from wages earned in the first pay period of each calendar month and shall be remitted within fifteen (15) days, by cheque made payable to:

International Secretary-Treasurer
 United Steelworkers
 P.O. Box 9083
 Commerce Court Postal Station
 Toronto, ON M5L 1K1

4.04 The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why. i.e. W.C.B., Weekly Indemnity, etc.

4.05 A duplicate R115 Form and employee deduction statement shall be forwarded to:

USW Local 7106
 86 Main Street
 Flin Flon, MB R8A 1J8
 By facsimile to: (204) 687-8176

4.06 Union leave will be paid by Employer and submitted to the Local for reimbursement.

ARTICLE 5 - RECOGNITION OF TOWN AIRPORT RIGHTS

5.01 The Union recognizes and agrees that all rights, power and authority of the Town Airport to manage the business in which it is engaged are retained solely and exclusively by the Town Airport except as specifically abridged or modified by the express written terms of this agreement.

ARTICLE 6 - WORK SYSTEMS

6.01 Employees, the Town Airport and the Union support the development, maintenance and continued improvement of innovative work systems. The Town Airport, U.S.W. and Employees' roles in this include developing and providing education and training systems, enhancing communication processes as well as promoting high degrees of employee participation in decision making and ongoing employee contribution to the success of the business.

6.02 Some of the basic foundations which support the work systems and will be encouraged include:

- a high degree of direct communication with the employees;
- a focus on the development of strong team concepts;
- a high degree of flexibility with a multi-task work approach;
- decisions and decision making processes which recognize the need to be cost effective and to achieve excellent business financial results;
- roles designed to help employees grow, develop and utilize all of their skills and abilities in helping the Town Airport meet its business goals;
- a compensation system designed to support this concept;
- ongoing constructive feedback to employees regarding their performance and the financial results achieved; and
- safe behaviours in all aspects of work.

ARTICLE 7 - RECRUITMENT AND SELECTION

7.01 The employees, the Town Airport and the Union recognize the importance and the need for a high quality workforce that enables the Town Airport to achieve its business goals. Employees will be involved and participate in the recruitment process.

ARTICLE 8 - ORIENTATION AND TRAINING

8.01 The Town Airport and the Union recognize the need to have a highly qualified, well trained and committed workforce. The Town Airport and the Union value the contribution that all employees can make to the business success of the Airport,

including financial results and are committed to working together to help develop and deliver solid education and training for all employees.

- 8.02 The Town Airport shall ensure employees receive training and certification for performance of their duties as required by Provincial Workplace Safety and Health Regulations, and any other required regulations.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 All employees shall be on probation for a period of one hundred and twenty (120) actual days worked during which time they are considered probationary employees only. During this same period no seniority rights shall be recognized.
- 9.02 Upon completion of one hundred and twenty (120) actual days worked they shall be regarded as regular employees and shall be entitled to seniority dating from the day in which they entered the Town Airport's employ.

ARTICLE 10 - JOB SECURITY

- 10.01 The employees, the Town Airport and the Union are responsible to work together to achieve productivity, cost effective operations and sustained profitability, as well as to minimize or avoid business situations that negatively impact employee's job security.
- 10.02 The Town Airport and the Union will strive to avoid situations where lay-offs or staffing reductions could occur and will have discussion to find ways and means to avoid or minimize such impacts. If, after full discussion, circumstances dictate that such action must be taken, these decisions will be clearly communicated and will fully acknowledge all aspects of the vision, mission, values and beliefs of the Town Airport.
- 10.03 Working Manager - No Bargaining Unit Member shall be denied any regularly scheduled hours of work as a result of any duties performed by the Working Manager.
- 10.04 Employees will be provided notice or severance (or a combination) per Manitoba Employment Standards.**

Employers can either allow the employee to work out this notice period, or pay wages in lieu of notice for the same number of weeks, or a combination of both.

ARTICLE 11 - HOURS OF WORK

- 11.01 The employees, the Town Airport and the Union will be involved in discussions in determining the structure of the work week and the development of the shift schedules. Shift schedules are flexible and recognize the balance between business and employee

needs.

11.02 The hours of work are based on an 80 hour bi-weekly pay period with a work week of Saturday through Friday.

11.03 The Town Airport will provide at least one weeks' notice of shift changes, barring unforeseeable/exigent circumstances.

ARTICLE 12 - PERFORMANCE MANAGEMENT

12.01 Employees are accountable for their job performance and work related conduct. The Town Airport is accountable to ensure employees have regular open communication and constructive feedback about their job performance and work related conduct.

12.02 The performance management process is designed to assist all employees to succeed in their roles with job performance at an acceptable level through the use of coaching, counselling and performance improvement plans to improve their job performance.

12.03 Employees, the Town Airport and the Union will work co-operatively for the early identification and resolution of job performance or work related conduct issues.

12.04 Progressive, corrective action will be used as a last resort when performance improvement is not accomplished through other means.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 Should a dispute arise between the Town and any employee, in the bargaining unit, concerning the interpretation, application or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

Step 1

Within fourteen (14) calendar days worked of its occurrence, a grievance shall be **submitted in writing**, and include a statement of all particulars of the complaint and redress sought, to the Department Head by an employee accompanied by a Stewart or Officer of the Union. The Department Head shall endeavour to immediately settle the grievance so presented and shall, within seven (7) calendar days of the discussion, provide a written reply.

Step 2

If the Matter is not satisfactorily settled at Step 1, it may be submitted, with all necessary documentation, in writing, to the Chief Administrative Officer within seven (7) calendar days after the reply to Step 1 has been given to the Union. The Chief Administrative Officer shall, within seven (7) calendar days of the submission of the

grievance to Step 2, hold a meeting with the employee and the Union Grievance Committee. The involved Department Head shall attend this meeting. The Chief Administrative Officer shall, within seven (7) calendar days after such meeting, state, in writing, their decision on the matter to the Union.

Step 3

Failing settlement being reached at Step 2, and within twenty-one (21) calendar days after the Union is notified, either party may refer the dispute to arbitration by giving notice to the other party in writing.

ARTICLE 14 - SAFETY

14.01 The Town Airport and the Union believe high quality cost effective services can be provided in a healthy and injury free environment. Using the federal and provincial Occupational Health Act as a standard, the entire organization will work together to eliminate hazards and to be a role model for healthy and safe behaviour.

14.02 A safe and healthy workplace is the joint responsibility of employees, the Town Airport and the Union.

14.03 The timely investigation of all health and safety incidents, including near misses will occur.

14.04 Following established health and safety operating procedures and practices is the responsibility of the employee. Working in a healthy and safe manner is a condition of employment.

14.05 The Town Airport may develop and implement safe work rules and practices after consultation with the Health and Safety Committee.

14.06 Safe job performance is indicated by the following examples:

- There are no recordable incidents or lost time accidents.
- The entire organization works together to eliminate the hazards and to practice safe job performance and work related conduct.
- The root cause of all accidents and near misses is investigated in order to understand and work to eliminate the possibility of reoccurrence, near misses and injury.

14.07 The functions of the Health and Safety Committee (one employee and one manager) include:

- to address health and safety concerns of employees;
- to assist in the development, implementation and monitoring of the health and safety policies and programs including hazard prevention and personal protection

- equipment, clothing, devices or materials;
- to assist in the education of employees regarding health and safety; to assist in all of the inquiries, investigations, studies and inspections regarding the health and safety of the employees including monthly workplace inspections;
- to assist in the implementation of changes, including changes to work processes and procedures, that might affect occupational health and safety.

14.08 Personal protective equipment and clothing will be provided to employees. Replacement of protective equipment and clothing will be provided upon employee turning in unsafe equipment and clothing. **Allowance for boot replacement limited to \$150 per year, carryover allowed up to \$300 max.**

14.09 **RIGHT TO REFUSE PROCEDURE**

DEFINITION

A worker may refuse to perform work at a workplace where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or the safety and health of another worker or any other person.

STEP 1

An employee should contact his immediate supervisor immediately and explain the reasons why he/she believes that the task is dangerous. A visual investigation should take place, at that point, between the immediate supervisor and the employee. If the situation has been resolved between the immediate supervisor and the employee by implementing a temporary solution, the matter will be recorded and the details of the temporary resolution documented.

STEP 2

If satisfactory conclusion does not occur at Step 1, the incident will be recorded as a formal "right to refuse" and the appropriate documentation will be signed by the employee and the immediate supervisor, and the employee should be reassigned to another job, preferably in the immediate area, but must be available pending any further investigation.

STEP 3

A supervisor shall not assign or require any other worker to perform the particular work unless that worker has been informed by the first worker, or a Government Safety and Health Officer (WPSH), of the worker's refusal to perform the work and the reasons thereof.

STEP 4

If the situation cannot be resolved between the immediate supervisor and the employee, it is now referred to senior supervision, the appropriate Union Health and Safety representative and the Safety Department. It is understood that if the employee so desires, a Union steward will be made available.

STEP 5

If the situation cannot be resolved, the situation may be referred to a Government Safety and Health Officer (WPSH) by any of the participating parties.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Unpaid leaves of absence may be granted for reasons such as educational leave pertaining to job, extended bereavement, union business, political office or other personal needs. The needs of the operation and the employee, including adequate notice given, will be consistently considered when granting leaves of absence.

ARTICLE 16 - WAGES

Classification	1-Jan-21	1-Jan-22	1-Jan-23
	<i>See below</i>	<i>See below</i>	*1.5% <i>See below</i>
Airport Equipment Operator 1	26.39	26.39	*26.79
Airport Equipment Operator 2	26.96	26.96	*27.36
Airport Equipment Operator 3	27.57	27.57	*27.98
Airport Equipment Operator 4	28.14	28.14	*28.56
Baggage Handler 1	20.00	20.00	*20.30
Baggage Handler 2	20.57	20.57	*20.88
Baggage Handler 3	21.16	21.16	*21.48

Year 1 – 2021: All current employees will be paid at Operator 2 and retroactive pay will be paid to those current employees to January 1, 2021.

Year 2 – 2022: \$750 signing bonus

Year 3 – 2023: *1.5% wage increase OR Cost of Living, whichever is higher

Criteria for advancement in each classification shall be set by the employer.

The parties will also meet to discuss the forms of compensation that support the general principles of paying competitive wages and rewarding performance based on achievement of the key business result areas.

ARTICLE 17 - OVERTIME AND PREMIUM PAY

- 17.01 Overtime will be paid at time and one-half for hours worked over the employee's regular work schedule of 8 hours, 10 hours or 12 hours per day respectively. Overtime shall be paid in accordance with Employment Standards.
- 17.02 Premium pay at time and one half will be paid for work on Statutory Holidays.
- 17.03 A shift premium of \$0.75 per hour will be paid for any regularly scheduled hours worked between 6:00 p.m. and 8:00 a.m.
- 17.04 An employee on standby (with a pager) will receive 2 hours regular pay for each 24 hour period and pro rata for less than 24 hours.

ARTICLE 18 - STATUTORY HOLIDAYS

- | | | |
|-------|----------------|-------------------------------------|
| 18.01 | New Year's Day | Terry Fox Day |
| | Louis Riel Day | Labour Day |
| | Good Friday | Truth and Reconciliation Day |
| | Easter Monday | Thanksgiving Day |
| | Victoria Day | Remembrance Day |
| | Canada Day | Christmas Day |
| | | Boxing Day |

And all holidays proclaimed or enacted by Government of Canada, Province of Manitoba and the Town of The Pas.

- 18.02 Business needs require operating on Statutory Holidays. Scheduling decisions will be made as far in advance as possible to provide employees and the business with proper notice for planning.
- 18.03 An Employee working on a statutory holiday will be paid at the rate of one and one-half (1½) times the normal rate and appropriate premium rate in addition to their statutory holiday pay. If a statutory holiday falls on an employee's normal day off, the employee shall be granted one (1) additional day off in lieu of the holiday, at the regular rate of pay, at a time mutually agreed to by the employee and supervisor.

ARTICLE 19 - VACATIONS

- 19.01 Vacation with pay will be based on the calendar year.
- 19.02 Employees with one (1) year up to eight (8) years of employment are entitled to three (3) weeks leave with pay of six percent (6%) of gross earnings for the previous year. Employees with eight (8) or more years of employment are entitled to four (4) weeks

leave with pay of eight percent (8%) of gross earnings for the previous year. Employees with fifteen (15) years of employment or more are entitled to five (5) weeks leave with pay of ten percent (10%) of gross earnings for the previous year. Employees with twenty-four (24) years of employment or more are entitled to six (6) weeks leave with pay of twelve percent (12%) of gross earnings for the previous year.

19.03 Maximum carry unused vacation carry over is one year's entitlement. Vacation earned above this amount will be paid out.

ARTICLE 20 - BEREAVEMENT LEAVE

20.01 In the event of a death of a father, mother, brother, sister, husband, wife, son, daughter, father in law, mother in law, son in law, daughter in law, step parent, grandparent, grandchild, legal guardian, or ward of an employee, the employee shall receive a leave of absence with pay of **five (5)** days. Depending on extenuating circumstances, further paid or unpaid leave may be approved by the supervisor.

ARTICLE 21 - CALL IN PAY

21.01 An employee who is called back to work after the completion of their shift, will receive a minimum of three (3) hours pay at time and one-half (1½) their regular hourly rate. The Employee shall work a minimum of one (1) hour.

ARTICLE 22 - BENEFITS

22.01 Group Insurance Plans

- a. The Group Insurance Plans will continue with the following cost sharing arrangements. Premiums under the Group Life Insurance Plan for all employees will be paid 75% by the Town Airport and 25% by the employees, with the exception of the premium for weekly indemnity, which shall be paid 100% by the employee.
- b. The group insurance benefits are subject to the written provisions of each plan. If the insurance companies do not provide a benefit or pay a claim, the Town Airport is not liable to do so.
- c. In the future, the Town Airport will make its best efforts to negotiate to obtain these group benefit plans from insurance companies at the same or lower cost. Due to the nature of the insurance industry, the Town Airport is unable to and therefore, does not guarantee the continuance of any such plans in the event the premiums charged by insurance companies increase or they refuse to provide certain coverage to the employees covered by this Agreement.

22.02 Floaters/Sick Day Provisions

- a. Full Time and Part Time Employees - The Town Airport agrees to grant four (4) floating holidays with pay annually, to be taken as sick days or at a time mutually agreed upon by the employee and the supervisor. Floaters may be accumulated to a maximum **sixteen (16) days**. Floaters will be paid out when the employee has:
 - i) accumulated more than the maximum **sixteen (16) floaters** and shall only be paid the days that exceed the maximum
 - ii) been discharged for just cause and not reinstated.
- b. New employees must have been on the payroll for not less than forty-five (45) working days to qualify for their first floating holiday, ninety (90) working days to qualify for their second floating holiday and one hundred and thirty-five (135) working days to qualify for their third floating holiday and one hundred and eighty (180) working days to qualify for their fourth floating holiday.

ARTICLE 23 - PENSION

23.01 The Town Airport will match the employee's contribution to the Municipal Employees Pension Benefits Plan.

ARTICLE 24 - TERM OF AGREEMENT

24.01 This agreement shall remain in full force and effect from **January 1, 2021 to December 31, 2023** and thereafter from year to year unless either party hereto not less than thirty (30) days and not more than ninety (90) days before the expiry date of this agreement, gives notice in writing to the other party to terminate said agreement or to negotiate a revision thereof.

ARTICLE 25 - GENERAL

25.01 Canada Labour Legislation is the law applicable to this agreement.

25.02 The Town will pay for the cost of licenses actually required for an employee to perform their job.

ARTICLE 26 - EMPLOYMENT AND FAMILY ASSISTANCE PROGRAM

26.01 The Parties agree to participate in an Employee and Family Assistance Program with cost sharing of the annual membership fees on a seventy-five percent (75%) Employer paid

and twenty-five percent (25%) Employee paid.

ARTICLE 27 - BANK TIME

27.01 Instead of cash payment for overtime, an employee may bank up to eighty (80) hours of overtime per calendar year. Such time shall be accumulated at the applicable overtime rate, but the time off will be taken at straight time rates. The time off shall not be taken with annual vacations and shall not be accumulative from one calendar year to the next. Any such hours not taken by calendar year end shall be paid out.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____ DAY OF _____, 2021.

THE MUNICIPAL CORPORATION OF THE
TOWN OF THE PAS ("TOWN AIRPORT")

UNITED STEELWORKERS
LOCAL 7106 ("U.S.W.")

MAYOR

CHIEF ADMINISTRATIVE OFFICER