

# COLLECTIVE AGREEMENT

BETWEEN



**AIRPORT TERMINAL SERVICES**

*Winnipeg, Manitoba*

(hereinafter called the “Company”)

AND



**unifor**

**2002**

**Unifor Local 2002**

(hereinafter called the “Union”)

EFFECTIVE: APRIL 22, 2023 – OCTOBER 18, 2025

# **MEMORANDUM OF SETTLEMENT**

**BETWEEN**

**AIRPORT TERMINAL SERVICES  
CANADIAN COMPANY INC.**

**AND**

**UNIFOR  
AND ITS LOCAL 2002**

The undersigned representatives of the Union do hereby agree to fully recommend complete acceptance of all terms of this memorandum to their members.

The parties agree to the following terms as constituting full settlement:

1. The term of the Collective Agreement will be from Date of Ratification to October 18, 2025.
2. Language amendments and monetary improvements as per signed off items attached. Any errors or omissions will be corrected by the parties prior to finalization of the printed agreements.
3. All articles of the collective agreement that have not been specifically changed in the attached signed off items are agreed to stay the same. All letters of understanding that have not been specifically agreed to be deleted or altered will be re-signed.

Dated this 22 day of April, 2023 at Winnipeg, Manitoba.

FOR THE UNION



---

Theresa Amicarelli

---



---



---

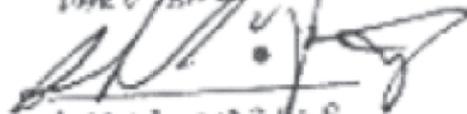


---

For The Company



DAVID BAL



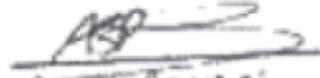
AKBAR NAZAR



SIMON SANCHEZ



AYSSA BRADY-ANDERSON



ARTHUR LAMON

## TABLE OF CONTENTS

Article 1 – Purpose Of Agreement And Definitions .....	1
Article 2 – Union Recognition .....	3
Article 3 – Management’s Rights .....	5
Article 4 – Scope Of Agreement .....	6
Article 5 – Rates Of Pay And Premiums .....	9
Article 6 – Full Time Hours Of Work, Shift Schedules, Meal And Rest Periods .....	13
Article 7 – Overtime And Recall .....	23
Article 8 – Relief Assignments .....	25
Article 9 – Probation .....	25
Article 10 – Seniority And Staff Reduction .....	26
Article 11 – Leaves Of Absence .....	31
Article 12 – Transfers & Vacancies.....	38
Article 13 – Holidays .....	40
Article 14 – Vacations .....	41
Article 15 – Grievance Procedure .....	46
Article 16 – Discipline & Discharge.....	49
Article 17 – Arbitration .....	51
Article 18 – Union/Management Relations .....	52
Article 19 – General.....	55
Article 20 – Union Security .....	62
Article 21 – Duration Of Agreement .....	64
Letter Of Understanding No. 1 – Part-Time Employment.....	66
Letter Of Understanding No. 2 – Anti-Harassment Training .....	69
Letter Of Understanding No. 3 – Return To Work Program.....	70
Letter Of Understanding No. 4 – Domestic Violence .....	72

## **ARTICLE 1 – PURPOSE OF AGREEMENT AND DEFINITIONS**

- 1.01** The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties.
- 1.02** Should any part or provision of this Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.
- 1.03** It is agreed between the Parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 21.
- 1.04** **Definitions** – The following words, as used throughout this Agreement, will mean the following:
- 1.04.01** **Agreement** – means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto covered by letters signed/ confirmed by responsible Company and Union Officers/Representatives.

- 1.04.02**     **Base** – means Winnipeg James Armstrong Richardson International Airport, Winnipeg, Manitoba.
- 1.04.03**     **Category** – means a category as set out in Article 4.
- 1.04.04**     **Company** – means Airport Terminal Services as represented through Officers and Management at various levels or their delegated representatives.
- 1.04.05**     **Employee** – means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.
- 1.04.06**     **Local Union** – means Unifor-Canada Local 2002 located at 7015 Tranmere Dr., Unit 5, Mississauga, Ontario, L5S 1M2.
- 1.04.07**     **Location** – means either the hangar, terminal building or area within a base where employees are assigned to perform duties covered by this Agreement.
- 1.04.08**     **Lock-out** – means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees.
- 1.04.09**     **National Union** – means the National office of the Unifor-Canada located at 115 Gordon Baker Rd. North York, ON M2H 0A8

- 1.04.10**      **Requirements of the Service** – means a situation which calls for immediate action and which could not be pre-planned for.
- 1.04.11**      **Shift** – means a period of time within a day during which an employee is scheduled to work.
- 1.04.12**      **Shift Schedule** – means a projection of all employees’ shifts with regard to days worked and days off, including shift starting and terminating times.
- 1.04.13**      **Strike** – means 1) a cessation of work, or 2) a refusal to work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and “to strike” has a similar meaning.
- 1.04.14**      **Union** – means Unifor and its Local 2002.

## **ARTICLE 2 – UNION RECOGNITION**

- 2.01**            The Company recognizes the Union as the sole bargaining agent for all employees performing the duties described in Article 4 herein at

Winnipeg James Richardson International Airport, Winnipeg, Manitoba.

- 2.02** All employees shall, as a condition of employment, become Union members within 30 days from the date of their employment.
- 2.03** The Company will not permit any person not covered under this Agreement to do any tasks/ duties covered under this Agreement. Where the requirements of the service (as defined in Article 1.04.10) dictate supervisory personnel may perform the duties. This however, will not result in a staff reduction or a reduction in normal hours of work. If it is found that Supervisors are having to involve themselves in the operation on a frequent basis, it will be appropriate to review the staffing to ensure that there are the proper number of staff needed to do the job.
- 2.04** The Company agrees not to subcontract out any work except unless in emergencies and where staff level is not to the optimum level, situation where qualifications required to fulfill our contractual obligations are unable to be met. All efforts will be made to use qualified management to perform the tasks before subcontracting any work within this scope of this agreement.

## **ARTICLE 3 – MANAGEMENT’S RIGHTS**

**3.01** The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

**3.01.01** The Union acknowledges that it is the exclusive function of the Company:

- a) To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- b) To hire new employees, classify, direct, promote, demote, transfer, assign shifts and increase and decrease the work force from time to time.
- c) Generally, to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.

d) To make and alter from time to time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature in violation of Human Rights laws.

**3.01.02** These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.

**3.02** Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.

**3.03** It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

## **ARTICLE 4 – SCOPE OF AGREEMENT**

**4.01** Current classifications covered by this Agreement are as listed below. Duties may be added or deleted in consultation with the Union.

### **4.02 PASSENGER SERVICE AGENT CLASSIFICATION**

**4.02.01 Passenger Service Agent** – The Passenger Service classification includes all those who

perform work in the following position, Passenger Service Agent. Passenger Service Agent comprises all those who perform any of the following duties inform passengers about arrival/departure of Carrier's aircraft and surface transport, make arrangements for stopover, transfer and transit passengers and their baggage, when requested by Carrier, provide and arrange for special equipment, facilities and specially trained personnel, assist passengers when flights are interrupted, delayed or cancelled, notify the Carrier of complaints and claims made by passengers and process such claims, handle lost, found and damaged property matters, report to the Carrier any irregularities discovered in passenger and baggage handling, provide and arrange for check-in positions and service counter, check and ensure that tickets and travel documents are valid for the flight for which they are presented, weigh and/or measure checked and/or cabin baggage and record figures, determine and handle excess baggage, effect conveyance of checked baggage to the baggage sorting area, collect airport and/or any other service charges from departing passengers, carry out the Carrier's seat allocation or selection system and issue boarding passes, handle denied boarding process, direct passengers through controls to departure gate, at the gate, perform duties and functions related to the foregoing,

including upgrades and downgrades, handling of stand-by list, and reconciliation of passenger numbers with aircraft documents prior to departure, perform opening/closing aircraft passenger doors and direct passengers from aircraft through controls. All PSA's must be able to meet ATS and other contract carrier requirements as specified. Passenger Service Agents must be able to apply the jet bridges and perform all related duties.

**4.02.02 Passenger Service Lead** – must possess the qualifications of a Passenger Service Agent as outlined in 4.02.01 and have the ability to direct the workforce and provide practical training to the PSA's assigned to them. Will not be required to discipline bargaining unit members.

**4.02.03 Passenger Service Senior Lead** -must possess the qualifications of a Passenger Service Agent and Passenger Service Lead Agent and have the ability to direct the workforce and provide training and assistance to the employees assigned to them, Understands contract requirements and customer expectations, direct and assign the workforce and equipment to efficiently complete the tasks as directed and within established company standards. This would be done through disciplined following of work schedules in line with established company standards. Know company

policies in order to interpret manuals and relate the interpretations to subordinates. Provide employee discipline as directed by management. Be responsible for the security of all company receipts, supplies and equipment. Be responsible for ensuring compliance with established company safety policies and procedures. Maintain working relationships with customers and provide prompt response to service requests. Arrange for staffing in the event of IROPs (Irregular operations/ sick calls.

**ARTICLE 5 – RATES OF PAY AND PREMIUMS**

**5.01** Rates of pay are on an hourly basis in accordance with the following schedules.

All employees as of January 2, 2024 will be placed at the applicable wage level on the scales below recognizing their company service date of hire and progressing from that level.

<b>Passenger Service Agents</b>				
<b>Months of Service</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
0-12	\$15.55	\$16.65	\$16.82	\$17.03
13-24			\$17.07	\$17.28
25-36			\$17.32	\$17.53
37-48			\$17.57	\$17.78
49-60			\$17.82	\$18.03
61-84			\$18.07	\$18.28
85-97+			\$18.32	\$18.53

<b>Passenger Service Lead Agent</b>				
<b>Months of Service</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
0-12		\$17.40	\$17.57	\$17.79
13-24			\$17.82	\$18.04
25-36			\$18.07	\$18.29
37-48			\$18.32	\$18.54
49-60			\$18.57	\$18.79
61-84			\$18.82	\$19.04
85-97+			\$19.07	\$19.29

<b>Passenger Service Senior Lead Agent</b>				
<b>Months of Service</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
0-12		\$19.30	\$19.49	\$19.73
13-24			\$19.74	\$19.98
25-36			\$19.99	\$20.23
37-48			\$20.24	\$20.48
49-60			\$20.49	\$20.73
61-84			\$20.74	\$20.98
85-97+			\$20.99	\$21.23

**\*\*\*A ONE TIME \$250.00 SIGNING BONUS. To be eligible the signing bonus, you must be an employee at date of ratification and stay employed for at least 6 months from that date. The \$250.00 will be paid to those employees on the first paycheck in October, 2023 provided it is 6 months after the ratification.**

**5.02** Scheduled advancement from one rate of pay to the next higher rate in the wage scale for

each classification will occur upon completion of the period described in the wage scale

- 5.03** The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale based on their experience; no employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.
- 5.04** Pay dates will be every other Friday. Pay cheques will normally be available to employees no later than noon on pay day. It is understood that if pay cheques are available, employees not scheduled to work on Friday will be entitled to receive them on their last regularly scheduled day prior to pay day. It is understood and agreed however that they cannot be cashed until the Friday with direct deposit
- 5.05** All debits for time off, overtime/recall credits and premiums will be cleared from the employee's Time Record at the end of each pay period and identified and paid on the pay cheque for the next pay period.
- 5.05.01** Debits or credits of five (5) or less minutes will not be recorded, debited or paid. If the five (5) minutes are exceeded, all time, including the five (5) minutes, will be recorded, debited or paid.

- 5.06** Recovery of pay errors will be limited to those errors which occurred during the twelve (12) calendar month period immediately preceding the discovery of the error.
- 5.06.01** When pay errors 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 the overpayment and the date that the amount will be deducted. The Company agrees should an undue hardship be created they will 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.
- 5.06.02** Prior to any debits being initiated by the Company, the employee will be advised, in writing, of the error, the number of deductions to be made, the amounts of each deduction and when the deductions will commence.
- 5.06.03** For any wage discrepancy of more than one-hundred dollars, (100.00), the employee must send an email to payroll and Human Resources no later than 1500 hours on the Monday immediately following the Friday pay date. The company will ensure that the wage discrepancy is paid to the employee no later than the

following Friday. If the pay discrepancy is received by the company after the Monday deadline, then the wage discrepancy will be paid out on the next pay cycle.

## **ARTICLE 6 – FULL TIME HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS**

**6.00** 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 needs to schedule employees to meet those demands.

**6.01** **Hours of Work** – Employees will receive the maximum amount of scheduled hours, up to an average of forty (40) hours per week, based on seniority and qualifications. Shift preferences will be based upon the employee’s seniority and qualifications in the case of posted open and general shift bids. All employees will be subject to the standard rotation and site staffing requirements, as per Management’s discretion. The minimum hours of pay for any shift for which an employee is dispatched shall be three (3) hours providing the employee is not removed for just cause. This clause may be amended by mutual agreement.

Employees who are scheduled to work split shifts will only be scheduled up to a maximum

of two (2) hours between shifts and no more than two shifts

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. Management and the Union will get together to conduct this bid.

**6.01.01** The Company will determine the staffing requirements and will jointly develop a shift schedule for each classification with the Union Scheduling Committee which will be comprised of the District Chairperson and one (1) Union designate. This review will take place as soon as possible prior to the posting of the schedules pursuant to Article 6.02.02. Should the joint committee be unable to agree upon a schedule, the company will implement one. Time required by the Scheduling Committee for the purpose of reviewing the requirements/schedules will, for the purposes of Articles 18.03.01 and 18.03.02, be considered as time spent attending meetings with the Company.

**6.01.02** The Company and the Union agree that a modified (compressed) work week may be implemented where it is mutually agreed between the Station Manager and the Union members of the Shift Committee. The modified

work week must not result in increased costs to the Company.

In any schedule, the total number of days off in the schedule will not be less than the following:

Average Length of Work Day	Days Off	An Example of a Sample Rotation
8 hours	2/7ths	5 on/2 off
8 1/2 hours	1/3rd	6 on/3 off
9 hours	3/8ths	5 on/3 off
10 hours	3/7ths	4 on/3 off
12 hours	7/14ths	7 on/7 off

**6.02 Shift Schedules** – will be developed in accordance with the following

**6.02.01** Shift Schedules will be posted at least seven (7) calendar days, or such shorter period by mutual agreement between the Company and the Union District Chairperson. The scheduling committee will review the schedule for a minimum of 4 hours prior to implementation and will continue in effect until a change is required by the Company unless the Company does not have sufficient notice from the customer to meet the requirement. It is understood that these changes should be kept to a minimum as necessary to accommodate changes to staffing requirements. The Union may also request changes to schedules and such requests will be given serious consideration by

the Company. There will be a minimum of two (2) schedule shift bids per year.

**6.02.02** Assignment to shifts developed for each classification through the provisions of Article 6.02 and the handling of vacancies on new shifts will be handled by seniority bid within each classification. Lead/Senior Lead classification, “seniority” will be the time the employee has been a Lead/Senior Lead classification according to Article 6.02.03.02. Residual vacancies within the classification(s) will be handled in accordance with Article 12. Employees who fail to bid on a shift, or are unsuccessful in their bid(s) will be assigned by the Company. Shift assignments will be finalized seven (7) calendar days prior to their effective date. Employees, who throughout the bidding process move from full-time to part-time, or vice versa, must stay in that category for the duration of that shift bid schedule, unless mutually agreed to by the Company and the Union.

**6.02.03.01** Vacancies on existing shifts which occur between general shift bids will be filled by posting the vacancy for 7 days. All vacancies will be awarded by seniority and qualifications. For clarification, all applicants must possess the qualifications required for the vacancy they are applying into.

**6.02.03.02** For the purposes of bidding in Passenger Service Lead /Passenger Service Senior Lead classifications under Articles 6.02.03 and 6.02.03.01, “seniority” will be the time the employee has been a Passenger Service Lead /Passenger Service Senior Lead. A date will be established based on the date the employee starts in the classification. When the employee leaves and then returns to the classification, this date will be adjusted on a day for day basis to account for time the employee was not in the classification. Retention of time accrued in the classification will be for a period equal to the employee’s time in the classification. For example, for an employee who has accrued 2 years as a Passenger Service Lead /Passenger Service Senior Lead and then leaves the Passenger Service Lead /Passenger Service Senior Lead classification, the 2 years “seniority” would be retained for 2 years. If the employee returns to the Passenger Service Lead /Passenger Service Senior Lead classification after 1 year, Passenger Service Lead /Passenger Service Senior Lead “seniority” date would be adjusted by 1 year and they would recommence accruing “seniority.” If the employee did not return during the 2-year retention period, their Passenger Service Lead /Passenger Service Senior Lead “seniority” would be eliminated.

- 6.03**            **Change of Shift or Days On and Days Off**  
– The provisions of this Article are intended to be used solely to cover the scheduled or unscheduled absence of employees within the scope of this Agreement.
- 6.03.01**        Occasional changes to an individual’s schedule may occur to cover the absence of another employee due to annual vacations, sick leave and maternity leave, training and time off for Union business.
- 6.03.02**        Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of seniority to the employee who is qualified to do the job.
- 6.03.03**        Employees will be provided with not less than three (3) clear calendar days’ notice for a change of shift and not less than five (5) clear calendar days’ notice of a change of days off, unless sufficient notice from the customer is not received These time limits may be reduced if there are no employees available or willing to accept overtime or recall or if mutual agreement is reached between the Company and the Employee. Notice of the change will be provided to the employee in writing, copied to the Union District Chairperson, if rejected by the employee they forfeit the right to makeup the hours. All hours will be paid at straight time rates.

- 6.03.04** When an employee changes their classification under the provisions of Article 10 or 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 6.03.03 will apply.
- 6.03.05** The Company will calculate the effect of shift or shift schedule changes made in accordance with this Article 6.03 on an employee's hours of work during the work week in which changes are affected. The employee will be credited at the rate of one and one-half times (1-1/2 X) for any hours worked in excess of forty (40) hours during that work week. For the purposes of the foregoing, the work week shall be the period from midnight Sundays (0001 Monday) to midnight the following Sunday (2359 Sunday).
- 6.04** **Meal Periods** – will be not less than thirty (30) minutes in duration away from the job. One (1) meal period will be scheduled in each shift within one and one-half (1-1/2) hour on either side of the mid-point of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- Senior lead will make all efforts to provide a meal break. Any missed meal break must be submitted to management or designate prior to end of shift using a “missed meal break” form.

- 6.04.01** If, due to requirements of the service, an employee is unable to take a meal period at the scheduled time, the meal period will be taken at a time available during the period provided for in Article 6.04. If this is not possible, the employee may elect to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period at straight time.
- 6.04.02** An employee who works more than three (3) hours overtime after the shift will be provided with an additional twenty (20) minutes paid meal period.
- 6.04.03** Employees who report to work a recall will be provided with a twenty (20) minute paid meal period after four (4) hours of work and employees who work more than eleven (11) hours on a recall will be provided with an additional twenty (20) minutes paid meal period.
- 6.04.04** An employee who is unable to take a meal period granted under the provisions of Article 6.04.02, or 6.04.03, will be credited with twenty (20) minutes at straight time
- 6.05** **Off Duty Period** – Once an employee has worked a minimum of eight (8) scheduled hours in a work day, the employee is entitled to a eight (8) hour off duty period prior to the start of the next shift.

**6.05.01** If any work period continues so that it terminates within eight (8) hours as provided for in Article 6.06, prior to the commencement of the employee's next scheduled shift, the employee shall have two choices.

- a) To report for their next shift as scheduled and receive overtime at the rate of one and one half times (1 1/2) their regular rate of pay for the hours of insufficient rest, or
- b) Not to report for duty until the eight (8) hours have elapsed and the employee shall suffer no loss of pay, nor have their shift changed, for the purpose of this Article only.
- c) changed, for the purpose of this Article only.

**6.06** The provisions of Articles 6.06 and 6.06.01 will not apply in situations which occur as a result of a shift trade.

**6.07** **Shift Trades** – Employees may arrange for another employee 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.

**6.07.01** The employee covering the shift must be qualified to and capable of performing the work.

- 6.07.02** The shift must be within a finalized shift bid period.
- 6.07.03** Advice of the trade will be provided to management in writing, at least twenty-four (24) hours in advance except in exceptional circumstances, and will be signed by the employees involved and shall be subject to the approval, in writing, of management.
- 6.07.04** Overtime worked prior to or following a traded shift will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 6.07.05** All recall credits will be credited to the employee who works the recall.
- 6.07.06** Sick leave provisions will apply to the employee who has agreed to work the shift.
- 6.07.07** For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g. a full-time employee receives eight (8) hours) The employee working the shift, who was previously on a day off, will receive the applicable work day credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1.5X the length of the work day).
- 6.07.08** Employees will record cancellation of shift trades in writing, with a minimum of twenty-

four (24) hours advance notice to the Company. The trade must be in writing and both parties agree. Both employees need to agree in writing for the cancellation which after needs company's approval.

**6.07.09** Shift trades shall not be considered for the purposes of overtime and recall credits per Article 7.

**6.07.10** Partial shift trades are permitted provided that no shift is split into more than two (2) parts. Meaning no more than two (2) employees may cover a single shift where one of the employees must work at least one (1) hour if attached to another shift or minimum of two (2) hours if not consecutive to time being worked. Partial shift trades are subject to the same conditions and approvals as referenced above.

## **ARTICLE 7 – OVERTIME AND RECALL**

**7.01** A work day will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day on which the shift or recall began

**7.02.01** 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,

employees will be required 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. In no event, however, will an employee be required to work more than 12 hours in a 24 hour day. If overtime is required, it will be offered to the employees already on shift who have not worked in excess of 12 hours.

- 7.02.02** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable and according to a system developed by mutual agreement between the Company and the Union.
- 7.03.01** No overtime paid when worked on early shift starts, overtime will be paid as per the Canada Labour Code.
- 7.04** **Recall** – 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 three (3) at the rate (1-1/2) their regular rate.
- 7.05** **Time-Records** – Accurate records will be maintained for each employee which will be made available on request to the employee and

to the Union Representative if the employee so wishes

## **ARTICLE 8 – RELIEF ASSIGNMENTS**

**8.01** Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the category in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.

**8.02** An employee who is assigned to temporary relief duties in a higher paying classification or job assignment will be paid a premium of seventy-five cents (\$.75) per hour in addition to their regular pay. This premium is not compounded in the calculation of overtime or recall and is paid for all hours worked in the higher paying classification or job assignment. A minimum of two (2) hours' premium will be paid for any relief assignment

## **ARTICLE 9 – PROBATION**

**9.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of three (3) calendar months of service, excluding any

period of absence of seven (7) calendar days or more.

**9.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.

**9.03** In the event of a staff reduction, probationary employees will be affected in inverse order of seniority in accordance with Article 10.05 but will not have the right to bump another employee or to lay off and recall.

## **ARTICLE 10 – SENIORITY AND STAFF REDUCTION**

**10.01** Except as provided for in Article 10.04, employees will accrue seniority as follows:

**10.01.01** **Seniority** – will date from the first day of work in any position within the Company.

**10.02.01** In cases where two (2) or more employees have the same union seniority date, The sequence of seniority will be determined by the application of the following in the order stated:

**10.02.02** By employee number upon completion of their company training.

**10.03** **Seniority Lists** – will be prepared, corrected, amended and published in the following manner:

- 10.03.01** Not later than March 30 and September 30 each year, the Company will post on each bulletin board complete Seniority Lists for each classification described in Article 4. These lists will show for each employee listed thereon, in order of Union seniority, the employee number, name, status. Company Seniority Date, Union Seniority Date and sequencing determinant described in Article 10.02.02
- 10.03.02** 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.
- 10.03.03** 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.
- 10.04** **Maintenance of Seniority** – Seniority will be maintained and accumulated except as provided for in the following.
- 10.04.01** The following will result in the loss of the employee’s seniority, removal of their name

from the seniority lists and termination of employment rights.

**10.04.01.01** When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.

**10.04.01.02** When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.

**10.04.01.03** When the employee deserts service (resignation without notice).

**10.04.01.04** Recall rights for a minimum of three (3) years

**10.04.01.05** When the employee is retired with or without pension.

**10.04.02** The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.

**10.04.02.01** When the employee has been in a position with the Company outside the scope of this Agreement for a period in excess of forty-five (45) working days per calendar year.

a) An employee who remains outside the scope of the agreement for more than 45 days in a calendar year, will have their union seniority reduced equally to the number of days in excess of 45 days.

b) The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.

**10.04.03** The following will result in an interruption in the accrual of seniority in the manner and for the period specified.

**10.04.03.01** Seniority will continue to accrue during the first ninety (90) consecutive calendar days of a voluntary leave of absence. The adjustment to the employee's seniority date to account for the period of leave in excess of ninety (90) days will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment already occurred, whichever is the earlier.

**10.05** **Layoff** – In all cases, the junior employee will be laid off first provided the employees who remain can meet the Company's contractual requirements. Employees may choose to forego recall rights by accepting Company severance.

**10.05.01** The Company shall give at least ten (10) calendar days' notice to employees and the Union of any contemplated layoffs.

**10.05.02** Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any subsequent change.

## **Recall**

**10.06** Recall will be in order of classification seniority.

1. Full-time vacancy – offer the position to the most senior full-time employee who is currently laid off.
2. Part-time vacancy – offer the position to the most senior employee, who is laid off, regardless of status.

**10.06.01** Employees will be notified in writing by the Company when being recalled from layoff.

**10.06.02** The notified employee must advise the Company within twenty-four (24) hours after having received the notice, if they wish to accept the recall. The employee shall reply to local management and send a copy of same to the Employee Service Department.

**10.06.03** Recalled employees must report for duty within seven (7) calendar days from the date of advising the Company of their intent to return.

**10.06.04** Failure to comply with Articles 10.06.02, 10.06.03 will result in the employee's name

being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

**10.07 Notices and Correspondence**

**10.07.01** Copies of all notices and correspondence relating to Article 10 shall be sent to the District Chairperson or the Local Representative by the person originating that piece of correspondence.

**ARTICLE 11 – LEAVES OF ABSENCE**

**11.01 Voluntary Leave of Absence** – When the requirements of the Company permit, an employee upon written request through their immediate supervisor may be granted a voluntary leave of absence without pay for a period exceeding fourteen (14) consecutive calendar days but not exceeding six (6) months. Time off requests for less than (14) consecutive calendar days will be handled in accordance with article 7.05.

**11.01.01** The granting of leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those on hand at the time of granting.

**11.01.02** The Company will indicate its approval of the leave in writing, including the commencement and termination dates, preferably fourteen (14)

or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company or in the event of a force majeure the leave may be cancelled.

**11.01.03** If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request in writing to their immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

**11.02** **Reassignment, Maternity, Parental Leave**  
– Employees will be granted reassignment of duties, maternity and parental leave in accordance with the relevant provisions of the Canada Labour Code.

**11.02.01** Additional leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that they are unable to work by reasons related to the pregnancy or health of the child and indicating the duration of

that inability. In any event, any additional leave provided under this clause will be for a maximum period of six (6) months.

- 11.02.02** An employee who takes or is required to take a leave under this Article will be reinstated in the position they occupied when the leave commenced, subject to the provisions of Articles 10 and 12.
- 11.02.03** An employee will receive all advances or increases in pay during the period of leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 11.02.04** The seniority of an employee will continue to accrue during the full period of the leave.
- 11.02.05** The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a leave in any decision to transfer or train the employee.
- 11.02.06** An employee on a Maternity or Parental Leave who wishes to terminate their leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or

such shorter period of time agreed between the Company and employee.

**11.02.07 Paternity Leave** – Upon request, a male employee will be granted one (1) days with pay of paternity leave at the time of the birth or adoption of their child.

**11.03 Union Business Leave of Absence** – An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a leave of absence for that purpose in accordance with the following:

**11.03.01** The number of employees granted a Union leave will not exceed one (1) at any time unless another employee is elected to the office of President, in which case the number will not exceed two (2).

**11.03.02** The Union will advise the Company of the name of such employee, the term of the leave and the purpose.

**11.03.03** The employee's participation in employee benefit plans with the exception of short term/long term disability will continue. The Union will repay the Company for the normal Company costs incurred in employee benefit plans and the employee will continue to pay their contributions to the company.

- 11.03.04** The employee will continue to accrue Company and Union seniority while on Union leave.
- 11.04** **Sick Leave** – An employee absent from work due to an illness or injury (other than an illness or injury covered by Worker’s Safety and Insurance Board) will be allowed sick leave with pay as outlined in the following:
- 11.04.03** Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence except that employees will be entitled to elect to defer the commencement of disability insurance benefits until all of their accrued sick leave credits are exhausted. Debits for the balance of the shift will be recorded to the next quarter-hour.
- 11.04.05** Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while s/he is legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.
- 11.05** **Bereavement Leave** -This leave will be granted to employees who have completed their probationary period. When a death occurs in the immediate family of an employee, the employee will be granted Bereavement leave

with pay for up to ten (10) days of which three (3) are with pay, that may be taken during the period that begins on the day which the death occurs and ends six (6) weeks after the latest of the days on which any funeral, burial or memorial service of the deceased person occurs.

- 11.05.01** Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step-parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-law partner" will be as recognized by the Canada Labour Code.
- 11.05.02** In circumstances where the deceased is not a member of the immediate family (e.g., guardian, grandparents of employees spouse, brothers and sisters of spouse), an employee shall be granted Bereavement leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.
- 11.05.03** Additional leave without pay will be granted as follows:

Up to an additional five (5) calendar days as requested by the employee.

**11.06 Jury Duty and Witness Leave** – Employees who are subpoenaed to serve as a juror or appear as a witness will be granted leave for that purpose. If any compensation received is less than the employee’s regular rate of pay for the duration of the leave period, the Company will reimburse the difference to the employee.

**11.07 Compassionate Leave** – Compassionate Leave (excluding Bereavement Leave) may be granted depending on the nature of the circumstances. Such leave may be with or without pay, as determined by the Canada Labour Code.

**11.08 Personal Leave**- Five (5) days. Every employee is entitled to and shall be granted leave of absence from employment up to five (5) days in every calendar year as per Canada Labour Code:

- a) carrying out responsibilities related to the education of any of their family members who are under the age of 18;
- b) addressing any urgent matter concerning themselves or their family members;
- c) attending their citizenship under the Citizenship Act; and

- d) any other reason provided by the regulation, Leave with Pay

If the employee has completed three (3) consecutive months of continuous employment with the employer, the employee is entitled to the first three (3) days of the leave with pay at their regular rate of pay for their normal hours of work, and such pay for all purposes be considered to be wages.

**Division of leave-**The leave of absence may be taken in one (1) or more periods. The employer may require each period to be not less than one (1) day's duration.

**Documentation-** the employer may in writing and no later than fifteen (15) 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 the documentation only if it is reasonably practicable for them to obtain and provide it.

## **ARTICLE 12 – TRANSFERS & VACANCIES**

**12.01** When a vacancy occurs within a classification covered by this Agreement, all employees will be advised by way of a notice of vacancy which will outline the qualifications set out in the classification, shifts, status (full-time or part-time), the commencement date of the

job, Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.

- 12.01.01** In filling vacancies, the requests of employees under the provisions of Article 10.05, 10.06 and 12.02 will be handled in order of seniority, dependent on requirements of the position.
- 12.02** Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy and provide a copy to the union.
- 12.03** In filling vacancies, the job will be awarded to the senior qualified applicant.
- 12.04** The employee will be given no less than three (3) clear calendar days' notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.
- 12.05** An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for Employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent

employee, unless they have been the successful applicant for another vacancy.

- 12.06** All notices to an employee under this Article will be in writing, copied to the Union District Chairperson.
- 12.07** Lead vacancies will be filled by the senior qualified applicants who have successfully completed and passed the written test and interview. Qualification criteria will be developed jointly by the company and the union.

**12.08 WITHDRAWAL**

- 12.08.01** If the employee desires to withdraw their request at any time prior to the change of status or change of classification being offered they shall do so in writing without penalty and will need to provide a notice period of 72 hours.

**ARTICLE 13 – HOLIDAYS**

- 13.01** The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	National Day for Truth and Reconciliation

**13.02** If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and Classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. The Company will notify employees who are either granted or assigned the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.

**13.03** When a full time employee is granted a day off in accordance with Article 13.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be credited with eight (8) hours. When an employee works on a holiday, the employee will receive, in addition to their regular pay, pay equal to one and one-half times (1.5 X) the length of the work day or eight (8) hours, whichever is the greater pay.

## **ARTICLE 14 – VACATIONS**

### **14.01 General**

**14.01.01** An employee will receive annual vacation with pay as provided for in Article 14.02 according to their years of employment with the Company.

- 14.01.02** Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year in which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.
- 14.01.03** The vacation year will be January 1st to December 31st.
- 14.01.04** Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.
- 14.01.05** 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 and must be declared prior to the employees selecting their vacation dates.
- 14.01.06** Vacation times available to employees will not be affected by the vacations of other Company personnel.

**14.01.07** Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee or in the case of emergencies where the Company or the employee may change vacation schedules on fourteen (14) calendar days advance notice.

**14.01.07.01** Where the employee changes their vacation schedule, they will be entitled to select their vacation dates at any other time which is not desired by another employee and where there is a vacancy in the schedule.

**14.02 Entitlement**

**14.02.01** Employees who have completed less than one (1) year on December 31st will be entitled to one (1) days' vacation with pay for after completing one (1) month of service.

**14.02.02** Employees who have completed one (1) or more years of employment by December 31 of each year will be entitled to vacation with pay, based on years of employment, in accordance with the following:

<u>Years of Employment</u>	<u>Entitlement</u>
1 through 4 years	14 calendar days
5 through 10 years	21 calendar days
11 years and over	28 calendar days

**14.02.03** Employees laid off under the provisions of Article 10, on Long-Term Disability or on a voluntary, family care or leave of absence

under the provisions of Article 11 will have their paid vacation entitlement reduced.

**14.03 Selection**

**14.03.01** Vacation dates will be allocated in order of seniority within each classification. An employee may split their vacation entitlement into blocks of not less than one (1) week. In such case, an employee's first preference will be in order of classification seniority, with the awarding of their subsequent preferences occurring after all other employees have made their selection. These subsequent preferences will be awarded in order of classification seniority. There will be a vacation blackout period from December 15 – January 15.

**14.03.02** No later than October 1st of each year, the Company will post a bulletin listing employees in order of seniority and showing each employee's total vacation entitlement. In addition, and in the event employees who expect to be absent during the selection period have advised the Company of their selection in accordance with Article 14.03.03.01, their selection and names will be noted on the bulletin.

**14.03.03** Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st. If possible, such selection is to be noted by each employee in order of their

seniority with the most senior employee noting their vacation selection first and the most junior last.

**14.03.03.01** Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to their selection of vacation dates.

**14.03.04** An employee who fails to select their vacation dates no later than October 31 will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such employee will select vacation dates from these available dates no later than November 3rd and in the event s/he fails to select, s/he will be allocated vacation dates by the Company from those that are available.

**14.03.05** No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee.

**14.04**        **Waiting List**

**14.04.01** Vacation dates which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

**14.05          Vacation Pay**

**14.05.01**      Employees discharged or resigning from the Company are entitled to receive pay in lieu of accrued vacation. The date of separation will not be extended beyond the date of actual termination of employment.

**14.05.02**      At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay off.

**14.05.03**      Vacation pay will be the employee's regular rate of pay during the vacation period. Vacation will be paid at straight time at time of usage.

**ARTICLE 15 – GRIEVANCE PROCEDURE**

**15.01**          An Employee, or group of employees, covered by this Agreement, who has a grievance concerning the interpretation or alleged violation of this agreement, or other causes for complaint shall be entitled to hearings and appeals as provided in the Article.

**15.02**          Any complaint shall first be discussed with the appropriate manager of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate supervisor and if they wish may be accompanied by a representative of the union with a view to setting the matter promptly at the local level.

**15.03*****Step 1***

- (a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Station Manager or designate within seven (7) days after the occurrence or awareness of the situation causing the grievance.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought. Up to and including all articles of CBA, legislation, and/or statues affected
- (c) The Company shall hold a hearing within ten (10) calendar days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union.
- (d) Within ten (10) calendar days following this hearing, the Station Manager or designate shall render their decision in writing to all parties concerned.

**15.04*****Step 2***

- (a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal

to the Company's Labour Relations Department within seven (7) calendar days.

- (b) The Company shall hold a hearing within then ten (10) calendar days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.
- (c) Within seven (7) calendar days following this hearing, the Employees Services Department or designate shall render their decision in writing to all parties concerned.

**15.05** The Union or the employer may initiate a general or policy grievance (Step 2) in writing on any difference concerning the interpretation, or alleged violation of this Agreement, or other causes of complaint within fifteen (15) days following the date on which the Union first had or ought to have had knowledge of the event.

**15.06** The parties may extend the time limits by written agreement, when mutually agreed. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays. If the time limit is not respected, the grievance will be deemed time barred.

**15.07** At any hearing held throughout these grievance procedures, the grievor shall have the right

to be represented by a duly accredited representative of the local.

**15.08** Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.

**15.09** Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 17.

## **ARTICLE 16 – DISCIPLINE & DISCHARGE**

**16.01** No employee shall be disciplined or discharged without just cause. Where an employee has been disciplined or discharge there should be the fullest possible discussion during the investigation procedures. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if they so desire, they may have the assistance of a duly accredited representative(s) of the Union at the hearing. Implementation of a suspension without pay shall be withheld until all appeal procedures requested in accordance with Article 15 and 16 have concluded. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be

paid a minimum of four (4) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior to or immediately after their regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.

**16.02** Any employee who has been disciplined or discharge may file a grievance in accordance with Article 16 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. When disciplinary action is taken including discharge the employee shall be advised in writing of the precise reason(s). Any grievance concerning the discharge of an employee may commence at Step 2 of the grievance procedure.

**16.03** If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to a maximum of seven (7) days with pay to provide the Company with sufficient time to investigate and consider all factors.

**16.04** The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months. An employee

shall be entitled to review their personnel file by submitting a letter to the local manager and remove any letters of discipline from their personnel file that have expired.

- 16.05** The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.
- 16.06** The time limits in this section are prescriptive. Any time limit not respected will result in the grievance being time barred.

## **ARTICLE 17 – ARBITRATION**

- 17.01** Notice of intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 2 of the grievance procedure.
- 17.02** An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 18.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator or we will rotate through the list of arbitrators in sequential order.
- 17.03** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.

**17.04** The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

**17.05** The time limits in this section are prescriptive. Any time limit not respected will result in the grievance being time barred.

## **ARTICLE 18 – UNION/MANAGEMENT RELATIONS**

**18.01 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 this end, joint meetings will be held on a monthly basis between Management and not more than two (2) Union Representatives 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.

**18.02**      **Letters of Understanding** – Any Letter of Understanding negotiated between the President of the Company or their designate and the National 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.

**18.03**      **Time-Off – Union Representatives** – The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs, and to obtain permission for the time required from their immediate supervisor/manager and the supervisor of the employee(s) involved.

Additionally, the Union representative will notify their supervisor when returning to duty.

- 18.03.01** For meetings involving the Company and the Union the Company will absorb the cost of the scheduled time lost by Union members and representatives. The Union will bear the cost of the scheduled time lost by Union members and representatives while participating in activities authorized by the Union, as well as any airport fees. The Local Union will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case the employees involved will not be debited or removed from the payroll.
- 18.03.02** Time spent by a Union representative attending meeting with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.
- 18.03.03** The Union will advise the Company in writing of the names of its elected or appointed representatives within 7 calendar days following the completion of the election.
- 18.03.04** In order to facilitate the handling of Union business, the Union District Chairperson will be employed on a day shift.

**18.03.05** The District Chairperson or their 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

**18.04** **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 General Manager.

**18.05** **Data to be Supplied to Union** – With each remittance required under Article 20.05, the Company will supply the Union with a list containing the following information:

- Employees by classification, status and rate of pay;
- Employees on lay-off or leave of absence;
- Newly hired employees;
- Employees who have resigned.

## **ARTICLE 19 – GENERAL**

**19.01** **Health and Safety** – The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important

and all employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. 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.

**19.01.01** A Health and Safety Committee, consisting of two (2) members appointed by the Company and two (2) members appointed by the Union will be established in the base. The Committee will meet as required to fulfil the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.

**19.01.02** The Union Health and Safety representative is entitled to such time from their work as is necessary to carry out their functions as a representative. Any time spent by them carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been spent at their work.

- 19.01.03** The Company will allow time off for related union training for all Health and Safety representatives up to a maximum of three (3) employees for a maximum of three (3) days each per year.
- 19.01.04** With advance notice, the Local Union National Health and Safety Coordinator shall have access to all work areas and staff covered by this agreement.
- 19.01.05** Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.
- 19.01.06** The Company agrees that no employee will be required to work alone or without regular observation or contact
- 19.02** **Work Clothes and Uniforms** – The Company will provide the following at no cost to employees. Lost items are replaced at full cost to the employee. Employees will pay for alterations.
- 3 shirts and 3 pants  
(The above will be replaced as wear and tear warrants)

In addition, employees will also receive:  
1 safety vest if required (replaced as needed)  
1 set hearing protectors if required

**19.02.01** Upon written request the Company shall provide a maximum of two (2) maternity outfits (shirt & pants) for the required period of the pregnancy.

**19.02.02** The Company agrees that employees who work outdoors when required will not be prohibited from wearing unadorned sweatshirts (including hooded sweatshirts) under their jacket or parka or during their rest or meal breaks.

**19.03** **Locker/Storage Facilities** – Where space is reasonably available, employees will be provided with shared secure storage space for safe keeping of personal effects and work clothes.

**19.04** **Parking** – Employees will be provided with 100% Company paid parking at Winnipeg James Armstrong Richardson International Airport.

**19.05** **Copies of Agreement** – The Company and the Union will prepare a final draft of this Agreement and arrange for the distribution of the printed agreement. The costs of printing of this Agreement will be shared between the Company and the Union. All employees and all

levels of management concerned will be given a copy of the printed Agreement.

- 19.06** **Benefit and Insurance Plans** – Benefit coverage will be made available to all employees once they have completed six (6) months of service. The Company agrees to provide at no cost to the employee the various benefit and insurance plans including Life, Accidental Death and Dismemberment, Dependent Life, Vision Care, Long Term Disability, Extended Health Care, Prescription Drugs and Dental. The Company further agrees to provide a summary of benefit and insurance plans to employees and the National Union and will provide complete copies of the summary booklets to the National Union.
- 19.07** Employees who wish to continue their participation in benefit and insurance plans during a leave of absence without pay or lay off may do so, within the time limits of the various plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such plans in accordance with arrangements made between the Company and the employee.
- 19.07.01** Employee benefits listed in article 19.08 will cease upon the employees last day of work. No benefits will be paid for employees hired after date of ratification.

## 19.08

### **No Discrimination/Harassment/Relationship**

– The parties agree that there shall be no discrimination or harassment against any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, union membership or non-membership, nor for any other reason which is prohibited by the *Canadian Human Rights Act*. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

**Bullying and Harassment:** Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying. The Employer and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace. The Employer agrees to set up a mandatory four (4) hour anti-harassment training course for all bargaining

unit members and supervisors. The time off and training facilities will be paid by the Employer, at employee's straight time hourly wage rate, and the Employer and the Union will jointly provide the trainer. Complaint Resolution- Discrimination or Harassment: If an employee believes that they have been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- (a) Tell the person involved as soon as possible how they feel and request that they stop the conduct found offensive.
- (b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Employer and/or the Unifor 2002 Human Rights Coordinator.
- (c) The parties will review the complaint and where it is warranted, a joint investigation by the Employer and the Unifor 2002 Human Rights Coordinator, or their designate, will be conducted.
- (d) It is the intention of the Union and the Employer that, where practical, a joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within

fifteen (15) calendar days after the lodging of the complaint.

- (e) All matters will be dealt with the utmost of confidentiality.
- (f) Any complaint not resolved through this process may be addressed by the Union or the complainant directly to the Employer, pursuant to the grievance procedure.
- (g) Nothing herein shall prevent an employee from seeking redress under the Canada Human Rights Act with respect to complaints of harassment or discrimination.

**19.09**      **Paid Doctors' note** – the company will reimburse the reasonable cost of doctors' notes that are requested by the company.

**19.10**      Should the company switch insurance providers, the level of benefits will not be reduced as a result of the change of provider.

## **ARTICLE 20 – UNION SECURITY**

**20.01**      The Company shall deduct from the wages of employees the amount of regular dues and initiation fee as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.

- 20.02** The amount to be deducted will not be changed except to conform to a change in the Union's Constitution.
- 20.03** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 20.04** If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 20.05** The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Local Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 20.06** At the same time that income tax (T-4) slips are made available, the Company will provide each employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.

**20.07** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

**20.08** The Union agrees to indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

## **ARTICLE 21 – DURATION OF AGREEMENT**

**21.01** This Agreement is effective on date of ratification and will continue in full force and effect until October 18, 2025 and may be varied by mutual agreement, in writing,

between the parties hereto. It will remain binding thereafter from month to month unless notification, in writing, to reopen the Agreement is served by either party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month to month basis, subject always to Article 21.02.

**21.02** This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no agreement has been reached.

## **LETTER OF UNDERSTANDING NO. 1 – PART-TIME EMPLOYMENT**

The following will apply in the use and employment of part-time employees.

- L1.01** Part-time employees may be utilized in all classifications. Except as modified by the following, the provisions of this Agreement shall apply to part-time employees.
- L1.02** The Company will staff its operation with Full-Time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of Part-Time employees may be desirable due to the varying workloads.
- When Part-Time employment is resorted to, care must be taken to avoid deterioration of the working conditions and schedules of Full-Time employees.
- L1.03** Hours of Work – Part-time employees will be scheduled for no less than three (3) consecutive hours, but no more than ten (10) consecutive hours in each work day, no less than 15 hours or no more than thirty-two (32) hours in a work week, except where operational requirements of a contract dictate less than 15 hours but no less than 12 hours per week, and for a maximum of five (5) consecutive work days in a work week. Days off will be scheduled consecutively whenever practicable, but in any

event, not less than two (2) days off will be scheduled consecutively in each work week. For the purposes of the foregoing, the work week shall be the period from midnight Sunday to midnight the following Sunday.

- L1.04**      **Meal Periods** – will be as provided for in Article 6.04 for each shift of five (5) hours or more hours only.
- L1.05**      **Leave of Absence** – Requests by part-time employees for personal leaves of absence will be considered separately from requests by full-time employees.
- L1.06**      **Holidays** – Notwithstanding the provisions of Article 13.02, when a part-time employee is granted a day off in accordance with Article 13.02, the employee will be paid for the hours originally scheduled. Holiday pay on days off will be based on the hours scheduled in the four (4) week period immediately preceding the week in which the holiday falls and will be one-twentieth (1/20th) of those hours. When a part-time employee works on a holiday, the employee will be paid an amount equal to one and one-half times (1-1/2X) the length of the work day, in addition to their regular pay.
- L1.07**      Vacation pay will be the employee's regular rate of pay during the vacation period. Vacation will be paid at straight time at time of usage.

**L1.08**      **Overtime** – The Company may request part-time employees to work beyond their scheduled hours at straight time rates up to eight (8) hours in a work day. Any hours worked in excess of 40 hours in a work week will be paid at one and one-half their regular hourly straight time salary.

**L1.09**      **Recall** – 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 credit a minimum of four (4) hours at the their regular rate up to eight (8) hours and will be credit at the rate (11/2) their regular rate for anytime worked beyond eight (8) hours.

## **LETTER OF UNDERSTANDING NO. 2 – ANTI-HARASSMENT TRAINING**

The Company agrees to set up a mandatory one-half (1/2) day anti-harassment training course for all bargaining unit members and supervisors. The time off and training facilities will be paid by the Company and Unifor will provide the trainer. It is also agreed this course will become part of the new hire training

## **LETTER OF UNDERSTANDING NO. 3 – RETURN TO WORK PROGRAM**

The Company and Union agree to a Return To Work 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. 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 Company and Union, locally, that they wish to return to work on modified duties.

Before returning an employee to work, the Company may require that the employee provide the Company with a certificate from their or their treating physician that provides information reasonably required to assess the employee's ability to return to work and/or to assist with devising an appropriate return to work plan. Such information may include, but is not limited to, details concerning the tasks/duties the employee is able to perform, limits on the hours of work, and the expected duration of the modified work period.

Upon receiving a request for Return to Work on modified duties, the Company will examine whether it can accommodate the request. The Union may require information related to the employee's restrictions/modified

duties where the seniority related rights of others may be affected.

An employee seeking a return to work is also to be made aware of the Company's policy concerning workplace accommodation, which policy may be amended from time to time at the Company's discretion.

## **LETTER OF UNDERSTANDING NO. 4 – DOMESTIC VIOLENCE**

Every employee who is a victim of family violence or who is the parent of a child who is the victim of family violence is entitled to and shall be granted leave of absence from employment of up to ten (10) days in every calendar year in order to enable the employee in respect of such violence.

- a) To seek medical attention for themselves or their children respect of a physical or psychological injury or disability;
- b) to obtain services from an organization which provides services to victims of family violence;
- c) to obtain psychological or other professional counselling;
- d) to relocate temporarily or permanently;
- e) to seek legal or law enforcement assistance or to prepare for or participate in any civil or criminal legal proceeding; or
- f) to take any measures prescribed by regulation.

**Leave with pay** – If the employee has completed three consecutive months of continuous with the employer, the employee is entitled to the first five days of leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

**Division of leave** -The leave of absence may be taken in one (1) or more periods. The employer may require each period to be not less than one (1) day's duration.

**Documentation** – The employer may in writing and no later than fifteen (15) 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 the documentation only if it is reasonably practicable for them to obtain and provide it.

**Exception** – An employee is not entitled to a leave of absence with respect to any act of family violence, if the employee is charged with an offense related to that act or if it is probable, considering the circumstances, that the employee committed that act.

## **Canada Labour Code Sick Leave Language will be followed for this agreement**

According to the new provisions in Division XIII of the Canada Labour Code (CLC), each employee is entitled for up to ten (10) days of medical leave of absence with pay per calendar year.

### **A. Definition**

Sick days are for:

- personal illness or injury;
- organ or tissue donation;
- attending medical appointments, or
- quarantine.

### **B. Entitlement**

An employee's entitlement to sick days for the year will be in accordance to:

- a. All employees who hold 30 days of continuous employment will be credited with three (3) days in January of each year.
- b. Thereafter employees gain 1 paid sick day per month to a maximum of 10 paid sick days in a year.
- c. A sick day must be taken in its entirety, no partial days/shifts will be permitted.
- d. An employee can carry over unused days to the next year but those carried over days count towards that year's maximum.

- e. Employers will be able to request a medical certificate if an employee is absent for five days in a row or more.

### **C. Termination of employment**

1. If an employee leaves the Company's employment (resignation or dismissal with or without cause) before year end and has taken sick days, the Company will calculate the employee's entitlement based on the CLC accumulation schedule (3 sick days after 30 days of employment and 1 day subsequently each additional month, to a maximum of 10 days annually).
2. If the employee exceeded their entitlement at the time of their departure, the Company will claw back any excess days paid to the employee. If the employee has not taken all their entitled sick days at termination, there will be no payout.

### **PANEL OF ARBITRATORS:**

- Jules Bloch
- Corrin Bell
- Joseph Carrier
- Christine Schmidt
- William Kaplan

Printed by Thistle Printing  
35 Mobile Drive, Toronto, Ontario  
M4A 2P6



591G 707