

COLLECTIVE AGREEMENT

BETWEEN :

UNIFOR LOCAL 2002
(the “Union”)



AND

WEBB AIRPORT SERVICES DIVISION
(the “Employer”)

Expiry: March 31, 2020

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Article 1 – Purpose

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees in the bargaining unit. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees to co-operate fully so as to provide for the operation of the services of the Employer in a manner which will further, to the fullest extent possible, the safety and efficiency of the maintenance and operation of the baggage handling system at Terminal 1 Lester B. Pearson International Airport under reasonable working conditions. It is the desire of the Employer and the Union to provide an amicable method of settling differences and grievances which may arise with respect to matters covered by this Collective Agreement.

Article 2 - Recognition

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees of Webb Airport Services Division at Terminal 1 Lester B. Pearson International Airport, Toronto, Ontario, excluding control system analysts and those above, administrative, and office and clerical staff.

Article 3 – Temporary Employees and Students

- 3.01 The Union and the Employer agree that the Employer may utilize temporary employees and/or students who may perform work of the bargaining unit. However, the total number of temporary employees and/or students at any given point in time may not exceed fifteen percent (15%) of the bargaining unit workforce, however, the

number of temporary employees and/or students shall not exceed twenty-five (25) at any given point in time. It is understood that the terms and conditions of this Collective Agreement will not apply to the temporary employees and/or students except as provided within this Article 3.

- 3.02 (a) The Employer will not utilize temporary employee such that it would directly cause or result in the lay-off of any permanent full-time position.

Notwithstanding the foregoing, it is understood and agreed that the Employer will be able to utilize temporary employees, if it determines necessary, to backfill positions because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies as outlined in Article 15.06.

- (b) If a temporary employee is backfilling for a specific employee who is absent from work due to a medical leave of absence and/or parental/maternity leave and where that employee has the right to return to their position, Article 3.02 (c) below will not apply. For clarity, any days worked by the temporary employee will not be included for the purposes of Article 3.02(c) below if the temporary employee is backfilling for a specific employee who is absent from work due to a medical leave of absence and/or parental/maternity leave and who has the right to return to their position. It is understood and agreed that the backfilling by the temporary employee for the specific employee may be up to twelve (12) months or the end of parental/maternity leave, whichever is longer.

(c) Subject to Article 3.02(b) above, if over a three hundred and sixty-five (365) day rolling time period, the Employer utilizes temporary employees to perform work for three hundred and sixty-five (365) consecutive days, the Employer will be required to post a full-time job. It is understood and agreed that the use of temporary employees pursuant to Articles 3.03 and 3.12 will not be included for the purposes of this Article 3.02(c).

3.03 The Employer may fill temporary staffing requirements of up to one hundred and eighty (180) calendar days provided such requirement results from a temporary increase in workload which has been separated from the last such increase by at least sixty (60) calendar days or such shorter time period as agreed to by the parties in writing. If the temporary increase in workload is expected to exceed one hundred and eighty (180) calendar days the Employer will follow the recall procedure as provided for at Article 14 if there are employees on lay off or post the position in accordance with Article 15.01 if there are no employees on layoff. If the Employer is required to post the position in accordance with Article 15.01, the Employer may utilize temporary employees until the position has been awarded and filled. Any use of temporary employees in accordance with Article 3.02 will have no impact on the terms of this Article 3.03.

3.04 The Employer acknowledges and agrees that the temporary employees and/or students will not be used to displace members of the bargaining unit or reduce the regularly scheduled hours of work of bargaining unit members.

- 3.05 The Union and the Employer agree that temporary employees and/or students will be required to pay union dues in accordance with Articles 8.10 to 8.18 of the Collective Agreement.
- 3.06 It is understood and agreed that temporary employees and/or students are not entitled to vacation time, however, they are entitled to receive vacation pay in accordance with the *Canada Labour Code*.
- 3.07 It is understood and agreed that temporary employees and/or students will not be offered overtime hours, in accordance with the *Canada Labour Code*, until the Employer has first canvassed full-time bargaining unit employees, in accordance with seniority, on the crew scheduled to perform work on the date overtime is required, who have the required qualifications to perform the work.
- 3.08 In the event that a vacancy becomes available in the bargaining unit, the Employer agrees to give consideration to those temporary employees and/or students who apply for the position, subject to their skill, ability and qualifications. Provided that there are temporary employees and/or students who have the required skill, ability and qualifications to perform the work and if these factors are equal, then the temporary employee and/or student who possess the most seniority will be offered the position. For the purposes of this sub-article 3.08, seniority for temporary employees and/or summer students will be based on hours worked.
- 3.09 It is understood that if a temporary employee and/or student is offered a full-time bargaining unit position, Article 16.03 will apply and the employee will commence work as a probationary employee.

- 3.10 It is agreed that temporary employees and/or students shall have access to Article 9 and Article 10 of this Collective Agreement. However, it is understood and agreed that the termination of a temporary employee and/or student is at the discretion of the Employer and that decision should only be reversed where the Employer has no basis for its decision to terminate the temporary employee and/or student.
- 3.11 It is understood and agreed that a temporary employee and/or student will not receive an hourly rate that is greater than the hourly wage rates for full-time employees as provided for at Schedule "A" to this Collective Agreement.

New Work

- 3.12 (a) If the Employer receives new work from the GTAA, the Employer may utilize temporary employees to perform this work for up to six (6) consecutive months. It is understood and agreed that the six (6) month time period may be extended if agreed to by the parties in writing.
- (b) In addition to the utilization of temporary employees as set out at Article 3.01, the Employer may also utilize up to fifteen percent (15%) of the bargaining unit workforce as temporary employees to perform new work received from the GTAA. It is understood and agreed that if the new work received from the GTAA requires more than fifteen percent (15%) of the bargaining unit workforce as temporary employees, the Employer will advise the Union of this requirement and the Union will not unreasonably withhold its agreement to increase the number of temporary employees.

Article 4 – Management Rights

4.01 The Union recognizes that the management, supervision and direction of the Employer and the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees provided that a claim that an employee has been discharged, demoted, suspended or disciplined without just cause may become the subject of a grievance and may be dealt with in accordance with the grievance procedure;
- (c) determine, in the interest of efficient operations and the highest standards of service, classifications, qualifications required, hours of work, assignments, methods of doing the work, standards of work, job content, scope of services to be provided, the number of employees required, the locations of work and equipment to be used in connection therewith;
- (d) establish, enforce and alter from time to time rules, regulations, policies and practices to be observed by employees;

- (e) ensure that the techniques, processes, objectives and goals of the Employer are implemented and achieved; and
- (f) generally to manage, maintain and operate the baggage handling system in all respects in accordance with its obligations.

4.02 The Employer agrees that it will not exercise its functions in this Article in a manner inconsistent with the expressed provisions of this Collective Agreement.

Article 5 – No Discrimination/Harassment/Relationship

5.01 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 to 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.

5.02 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 he/she has 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 he/she feels 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 Human Rights Coordinator.
- c) The parties will review the complaint and where it is warranted, a joint investigation by the Employer and the UNIFOR 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 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.

5.03 Use in this agreement of the masculine or feminine gender shall be construed as including both male and female employees.

5.04 The Union agrees that, except as provided for in this Collective Agreement, there shall be no union activity, on the premises of the Employer during the employees working hours which interferes with the employees work except by agreement with the Employer.

Article 6 – No Work Interruptions

6.01 The Employer and the Union agree that no employee shall go on strike, the Union shall not declare or authorize a strike by any of its members, and the Employer agrees not to declare or order a lock-out against any employee until the requirements dictated by the *Canada Labour Code* have been met. Furthermore, the Employer and the Union agree to refrain from any pressure tactics through the duration of this Collective Agreement.

6.02 Where an employee expresses a reasonable concern for his/her safety, the Employer will make every reasonable effort to provide safe access to work during picketing involving other employees/employers at the Lester B. Pearson International Airport.

Article 7 – Bargaining Unit Work

- 7.01 The Employer and the Union agree that managers or supervisors shall not perform work that is normally performed by members of the Bargaining Unit unless the manager or supervisor is:
- (a) Instructing employees;
 - (b) Training employees;
 - (c) Assisting to get the baggage handling system back in operation, due to the circumstances, as quickly as possible;
 - (d) Assisting in an emergency situation; or
 - (e) Assisting when in degraded mode.

Article 8: Union Rights

Union Representation

- 8.01 The Employer acknowledges the right of the Union to appoint or elect a Bargaining Committee of up to three (3) members, one of whom will be the Chairperson.
- 8.02 The Employer agrees to recognize up to four (4) Union Stewards, with a maximum of one (1) Union Steward per crew, who are employees of the Employer who will be authorized to represent employees. The Employer recognizes the Stewards as representing the Union and employees in processing grievances. It is understood, however, that the Employer is only required to deal with one (1) Union Steward at any point in time. The

Employer shall be notified by the Union of the names of the Union Stewards and any changes made thereto.

8.03 When the Employer meets with an employee to discharge the employee, a Union Steward shall be present.

8.04 When the Employer meets with an employee to discipline the employee a Union Steward shall be present unless:

(a) Under the circumstances discipline is immediately required. However, within a reasonable time period after the initial discipline, a disciplinary meeting must be subsequently held between the employee and the Employer and a Union Steward shall be present for the disciplinary meeting, or

(b) An employee does not want a Union Steward present when the Employer meets with the employee to discipline the employee. However, the right to union representation can only be waived, in writing, by the employee.

8.05 When discipline is issued, the discipline shall be in writing and will contain the reason for the discipline. Further, the discipline correspondence will contain a statement that an employee is entitled to grieve the disciplinary action. Discipline and discharge correspondence that is given to an employee by the Employer shall be copied to the District Chairperson.

Union Business

8.06 Union Stewards may leave their work to:

- (a) Meet with management representatives for the purpose of dealing with grievances; or
- (b) Attend meetings called by management.

However, the Union Steward shall advise their supervisor upon leaving their work area to attend the meeting and shall notify their supervisor upon their return to their work area after the meeting.

- 8.07
- (a) If the Union Steward is required to leave their work in order to attend to Union business as provided for in paragraph 8.06 above, the Union Steward shall be compensated by the employer at straight time for their time spent during their scheduled working hours.
 - (b) The District Chairperson or designate will be entitled to draw from a “bank of hours” in the amount of two hundred and eight (208) hours per year of the Collective Agreement (April 1 of one year to March 31 of the following year) for time spent during their scheduled workings hours to attend to Union business.

Bulletin Boards

8.08 The Employer shall provide bulletin boards in two (2) work areas accessible to the employees for the purpose of posting notices for the Union. The location of the two

(2) work areas must be mutually agreed to by the Employer and the Union. All such notices must be signed by proper representatives of the Union and a copy of each notice must be submitted to the Employer.

Union Information for New Employees

8.09 The Employer agrees that a Union Steward will be given an opportunity to meet with each new employee during regular scheduled work hours, without loss of pay, for fifteen (15) minutes at some time during the first (1st) week of employment for the purpose of acquainting the new employee with the duties of union membership and the employees responsibilities and obligations to the Employer and the Union.

Union Security and Check-Off

8.10 All current employees who have not done so and all new employees will be required to sign an application for membership and authorization for check-off of dues and initiation fees on such form to be supplied by the Union to the Employer.

8.11 As a condition of employment, all employees must remain members of the Union.

8.12 The amount of dues and initiation fees to be deducted shall be as per the UNIFOR constitution. The Local Union Secretary Treasurer will notify the Employer, in writing, of the amount of the dues and initiation fees to be deducted.

- 8.13 The Local Union Financial Secretary will notify the Employer, in writing, of any change in the amount of Union dues and/or initiation fees to be deducted in line with the constitutional requirements of the National Union.
- 8.14 Dues will be deducted from the employee's pay per pay period. Where an employee does not have sufficient earnings in respect of any pay period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary periods. For the purpose of applying this clause, deductions from pay for each employee in respect of each pay period will commence with the first full pay period of employment following the execution of this Collective Agreement.
- 8.15 All dues and initiation fees deducted will be remitted to the Local Union Financial Secretary not later than thirty (30) calendar days after the month in which they were deducted. With the remittance, the Employer will include a list those members who did not have Union dues deducted, and the reason why no deduction took place.
- 8.16 The Employer agrees to include on the employees' T-4 slips, for income tax purposes, the total dues paid for the year.
- 8.17 This Article does not apply to any employee who establishes an entitlement to an exemption pursuant to the *Canada Labour Code*.
- 8.18 The Union agrees to indemnify and save the Employer harmless from any losses, damages, claims, cosliability or expenses suffered or sustained by the Employer as a result of any such deductions from payroll.

Union Information

- 8.19 The Employer agrees to provide the Union, with its dues remittance, the following information for any new employees hired by the Employer:

- Employee's Name
- Date of Hire
- Employee's Number
- Classification
- Employee's Address
- Employee's Phone Number

The Employer agrees to provide the Union, with its dues remittance, a monthly status change report of bargaining unit employees which identifies the following:

- Reclassification
- Formal leave
- Transfer out of bargaining unit
- New hires
- Change of Employee Address
- Change of Employee Phone Number

Attendance of National Representative

- 8.20 Representatives of the National or Local Union may be present and may participate in any meetings between:

- (a) The Union and the Employer; and
- (b) The Union, an Employee and the Employer.

Notwithstanding the above, it is agreed that the foregoing shall not extend any time periods provided for in this Collective Agreement, unless otherwise agreed to in writing.

Union Election

8.21 The Employer agrees that, during the term of this Collective Agreement, the election of officers of the Union may be conducted on the Employer's premises under the following guidelines:

- (a) The actual voting shall take place outside of the employees working hours;
- (b) It is understood that all matters involving Union elections shall take place outside of working hours (e.g. before the commencement of a shift);
- (c) The Union shall notify the Employer at least fourteen (14) calendar days in advance of the election; and
- (d) The premise that the Employer will provide the Union for the vote is the Employer's designated employees' lunch room. In the event that the lunch room is not available, the Employer will use all reasonable efforts to provide an alternative location for the conduct of the vote. However, the Union understands that if another location is not available, the vote will have to be conducted at another location provided by the Union.

Filing Cabinet / Office

8.22 The Employer will provide space in its maintenance shop for the Union to place a filing cabinet for its use.

Article 9 – Grievance Procedure

- 9.01 The purpose of this Article is to establish a procedure for the settlement of all grievances as promptly as possible.
- 9.02 Where a difference arises between the Union and the Employer, or between the employee and the Employer, in relation to the interpretation, application, administration, or alleged violation of this Collective Agreement, the matter shall be dealt with in the following manner:

Stage 1:

- (a) An employee who has a complaint shall discuss it promptly with his/her supervisor or designate with a view to prompt and fair adjustment. The employee shall have the right to have a Union Steward present at the discussion. No complaint shall be considered a grievance if it is raised more than fourteen (14) calendar days after an employee became aware, or ought reasonably to have become aware, of the circumstances.
- (b) The supervisor or designate shall give the employee an oral reply as soon as possible, but in all cases, it shall be given within seven (7) calendar days from the original presentation of the complaint.

Stage 2:

- (a) If the decision of the supervisor or designate does not settle the complaint to the satisfaction of the

employee then the complaint shall be presented in writing (hereinafter referred to as a grievance) to the employee's supervisor or the Station Manager within fourteen (14) calendar days from the date on which the decision at Stage 1 was rendered.

- (b) The grievance shall be presented in writing and shall include the name of the aggrieved employee, his/her employee number, his/her classification, name of the Union Steward, signature of the employee and the signature of the Union Steward. The grievance must also include the following information:
 - (i) a statement of the issue(s);
 - (ii) reference to any provision(s) of the Collective Agreement allegedly violated;
 - (iii) the date of the alleged occurrence; and
 - (iv) the remedy or correction desired.
- (c) A meeting must be held, at a mutually agreeable date and time set by the parties, within seven (7) calendar days from the date upon which the written grievance was presented to the employee's supervisor or the Station Manager. The meeting will be attended by the employee, a Union Steward and an Employer Representative(s).
- (d) Management shall render a written decision on the grievance and provide it to the District Chairperson within seven (7) calendar days from the date of the meeting.

Stage 3:

- (a) If the decision at Stage 2 does not satisfy the employee or Union, the grievance shall be presented by the Steward to the Station Manager within fourteen (14) calendar days from the date on which the decision at Stage 2 was received by the District Chairperson.
- (b) A meeting must be held, at a mutually agreeable date and time set by the parties, within seven (7) calendar days from the date upon which the grievance was presented to the Station Manager. The Union shall be represented at Stage 3 meetings by the District Chairperson or alternate. The grievor will be present at the Stage 3 meeting.
- (c) If the grievance is denied, Management will advise the Union of this decision within seven (7) calendar days from the date the Stage 3 meeting was held.

Policy Grievance

9.03 When a grievance has a general application and/or will affect more than one (1) employee, the Union Steward may submit a written grievance to the Station Manager. Such grievance shall state:

- (a) the type of grievance;
- (b) the Article(s) allegedly violated;
- (c) a statement of the facts giving rise to the grievance; and
- (d) the remedy requested.

A Management Representative and a Union Representative will meet within fourteen (14) calendar days of the receipt of the written grievance. The Management Representative will attempt to adjust the grievance without delay but will give a written answer to the Union Representative within fourteen (14) calendar days of the meeting. If the grievance is not resolved, it may be advanced to arbitration by the Union within fourteen (14) calendar days of receiving the Management Representative's response. No complaint shall be considered a grievance if it is raised more than ten (10) calendar days after the Union became aware, or ought reasonably to have become aware, of the circumstances.

Employer Grievance

9.04 The Employer has the right to submit a grievance to the Union. Such grievance may be submitted by a Management Representative, in writing, to a Union Steward. Such grievance shall state:

- (a) the type of grievance;
- (b) the Article(s) allegedly violated;
- (c) a statement of the facts giving rise to the grievance; and
- (d) the remedy requested.

A Management Representative and a Union Representative will meet within fourteen (14) calendar days of the receipt of the written grievance. The Union Representative will attempt to adjust the grievance

without delay but will give a written answer to the Management Representative within fourteen (14) calendar days of the meeting. If the grievance is not resolved, it may be advanced to arbitration by Management within fourteen (14) calendar days of receiving the Union Representative's response. No complaint shall be considered a grievance if it is raised more than ten (10) calendar days after the Employer became aware, or ought reasonably to have become aware, of the circumstances.

- 9.05 The time limits provided for in this Article are mandatory and may only be extended by mutual agreement of the Employer and the Union in writing.
- 9.06 Any grievance which has been answered will be considered settled on the basis of the last answer given unless appealed to the next stage or arbitration.

Article 10 – Arbitration

- 10.01 With respect to Individual Grievances, fourteen (14) calendar days from the date of receipt of the Employer's decision on a grievance in Stage 3, the Union through the Local or National Office(s) may request in writing that the grievance be referred to arbitration.
- 10.02 With respect to Policy Grievances and Employer Grievances, and as stated at Articles 9.03 and 9.04, if the grievance is not resolved it may be advanced to arbitration by the referring party within fourteen (14) calendar days of the last response.

- 10.03 All grievances referred to arbitration shall be heard by a single arbitrator. The referring party must provide the other party a list of three (3) potential arbitrators within fourteen (14) calendar days of providing the other party with its request to refer a matter to arbitration (as per Article 10.02). The party receiving the list of three (3) potential arbitrators will then have seven (7) calendar days to either accept one (1) of the arbitrators proposed by the referring party, or alternatively, suggest three (3) additional arbitrators. If the parties are unable to agree to an arbitrator within fourteen (14) calendar days from the last arbitrator proposal, either party may make a request with the Ministry of Labour for the appointment of an arbitrator.
- 10.04 The Arbitrator does not have the jurisdiction to alter or change any of the provisions of this Collective Agreement, nor does the Arbitrator have the jurisdiction to substitute any new provision in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- 10.05 The Arbitrator shall have the powers vested in him or her by the *Canada Labour Code*.
- 10.06 The decision of the Arbitrator shall be final and binding on the Employer, the Union and the grievor(s).
- 10.07 The Arbitrator's expenses shall be borne in equal shares by the Employer and the Union.
- 10.08 Each party shall bear its own expenses with respect to its own witnesses.
- 10.09 The time limits provided for in this Article are mandatory and may only be extended by mutual agreement of the Employer and the Union in writing.

- 10.10 The Employer and Union will attempt to agree on a written statement of fact for each grievance prior to the arbitration. In the event there is no agreement, the Employer and Union will provide to the other party, at least seven (7) calendar days prior to the arbitration, a written outline of the evidence they intend to present during the arbitration. Such outline will be of sufficient particularity to permit the other party to prepare for the arbitration.

Article 11 – Discharge and Disciplinary Action

- 11.01 A claim by a seniority employee, that she/he has been discharged or suspended without just cause shall be a proper subject for a grievance, if a written statement of such grievance is lodged at Stage 2 of the Grievance Procedure within ten (10) calendar days after the employee received notice that she/he has ceased to work for the Employer or has been suspended.
- 11.02 When an employee has been dismissed without notice she/he has the right to interview her/his Union Steward (if such Union Steward is available) for a maximum of fifteen (15) minutes before leaving the Employer's premises.
- 11.03 The termination of a probationary employee is at the discretion of the Employer and that decision should only be reversed where the Employer has no basis for its decision to terminate the probationary employee.
- 11.04 It is understood and agreed, without limiting the Employer's right to discharge employees, that:

- (a) Should an employee be unable to obtain (within six (6) months of commencing employment) their DA (AVOP) license,
- (b) Should an employee be unable to maintain their DA (AVOP) license for any reason other than medical or absenteeism due to medical or maternity/parental leave, or
- (c) Should an employee's airport clearance or airport security pass be denied or removed, this will conclusively be deemed to be just and sufficient cause for the dismissal of the employee. If Article 11.04(b) applies to an employee, the employee will have 3 months to obtain their DA (AVOP) license. Failure to do so, the Employer will have just and sufficient cause for the dismissal of the employee.

However, with respect to subparagraph (b) above, should a seniority employee file an appeal with Transport Canada with respect to the denial or removal of their airport security clearance or airport security pass within thirty (30) calendar days of its denial or removal and the seniority employee's airport security clearance or airport security pass is subsequently granted, or reinstated, the seniority employee will be reinstated to employment, with full seniority, provided that the seniority employee was not discharged for cause on grounds other than and/or in addition to those provided above at subparagraph (b).

With respect to subparagraph (b) above, should a probationary employee file an appeal with Transport Canada with respect to the denial or removal, of their airport security clearance or airport security pass within thirty (30) calendar days of its denial or removal and the employee's airport security clearance or airport security pass is subsequently granted, or reinstated, the probationary employee will be reinstated to employment, provided that the probationary employee was not discharged on grounds other than and/or in addition to those provided above at subparagraph (b). It is understood and agreed that if a probationary employee is reinstated under this sub-article, the employee's probationary period will commence upon the day they return to work. In the event that an individual is reinstated pursuant to this sub-article and if the employee had completed ninety (90) consecutive days of employment, the individual's benefits will recommence upon reinstatement. For clarity, if an individual was in receipt of benefits, the individual's entitlement to benefits will cease upon discharge and will be recommenced upon reinstatement.

11.05 Renewal of Airport Security Clearance and Airport Security Pass

(a) Airport Security Clearance

Employees are required to apply for the renewal of their airport security clearance no later than five (5) months prior to its expiry date. If an employee applies for the renewal of their airport security clearance with less than five (5) months before its expiry date and the employee does not receive their airport security clearance prior to

its expiry date the employee will be held out of service, without pay, until they receive their airport security clearance.

If an employee does not apply for the renewal of their airport security clearance prior to its expiry, this will be deemed to be just and sufficient cause for the dismissal of the employee. However, should a seniority employee apply for the renewal of their airport security clearance within seven (7) calendar days of its expiry and the seniority employee's airport security clearance is subsequently renewed, the seniority employee will be reinstated to employment, with full seniority, provided that the seniority employee was not discharged for cause on other grounds.

(b) Airport Security Pass

Employees are required to apply for the renewal of their airport security pass no later than five (5) months prior to its expiry date. If an employee applies for the renewal of their airport security pass with less than five (5) months prior to its expiry date and the employee does not receive their airport security pass prior to its expiry date the employee will be held out of service, without pay, until they receive their airport security pass.

If an employee does not apply for the renewal of their airport security pass prior to its expiry, this will be deemed to be just and sufficient cause for the dismissal of the employee. However, should a seniority employee apply for the renewal of their airport security pass within seven (7) calendar days of its expiry and the seniority employee's airport security pass is subsequently renewed, the seniority employee will be

reinstated to employment, with full seniority, provided that the seniority employee was not discharged for cause on other grounds.

- 11.06 Any disciplinary notice shall be removed from the employee's personnel file by the Employer after eighteen (18) months have elapsed since the last disciplinary action was taken provided that no further disciplinary action of any nature has occurred during the eighteen (18) month period. Notwithstanding the foregoing, verbal discipline shall be removed from the employee's personnel file by the Employer after twelve (12) months provided no other discipline has been issued during that time period.

Article 12 – Hours of Work

- 12.01 This Article is intended to set out the current hours of work and shall not be construed, in any way, as a guarantee of work per day or per week or the number of days or hours per week. In addition, this Article shall not be construed as a guarantee of the current shift schedule.
- 12.02 The Employer operates and maintains the baggage handling system at Terminal 1 at the Lester B. Pearson International Airport on a seven (7) day per week, twenty-four (24) hours per day basis.
- 12.03 The current work week requires all full-time employees to work an average of 37.5 hours (10.5 hour shift schedule) to 42 hours (12 hour shift schedule) per week. An employee's work week shall depend on the classification he/she holds with the Employer.

- 12.04 The work day for employees in the job classification of Baggage System Operator (BSO), Junior Technician (JT) and Baggage Handling Technician (BHT) will be determined by the hours of the work scheduled required to achieve a work week of 37.5 to 42 hours.
- 12.05 The work week for employees in the job classification of Baggage System Operator (BSO), Junior Technician (JT) and Baggage Handling Technician (BHT) will average 37.5 to 42 hours and will be achieved by the various work schedules.
- 12.06 The Employer and the Union agree that any work schedule will ensure that an employee will have at least two (2) consecutive days off of work over a seven (7) day time period.
- 12.07 Any modification to the current shift schedule will be acceptable as long as the Union Headquarters and the Employer agree to the modification in writing and such agreement to modify the schedule shall not be unreasonably withheld. However, the Employer may modify start time of up to two (2) employees per shift to account for overnight operations. If the Employer determines that it will modify the start time, the Employer will provide the opportunity to volunteer for the modified start time to the employees on the applicable shift. The most senior employee on the shift who volunteers to have their shift modified and who has the necessary qualifications, skills and ability, will have their shift modified. In the event that there are no volunteers from the applicable shift with the necessary qualifications, skill and ability, the most junior employee(s) from the applicable shift with the necessary qualifications, skill and ability will have their shift modified.

Shift Exchanges

12.08 Employees will have the right to exchange shifts subject to the following conditions:

- (a) The request for a shift exchange must be submitted to the employees immediate supervisor(s) at least twenty-four (24) hours in advance of the shift being requested to be exchanged. In the event of an emergency or urgent circumstances, the twenty-four (24) hour period may be waived.
 - (i) Two (2) employees may indicate they will exchange shifts for a consecutive period of up to three (3) months at a time. If the requested shift exchange is approved by the Employer, which shall not be unreasonably withheld, the two (2) employees will not be prevented from requesting additional shift exchanges during the three (3) month period. It is understood and agreed that additional shift exchange requests will be processed through the regular shift exchange language contained herein at Article 12.08.
 - (ii) Once a shift exchange has been approved pursuant to Article 12.08(a)(i), should one of the employees be unable to fulfill any part of the shift exchange, the Employer will consider keeping the shift exchange in place. In the event that the Employer determines it necessary to return the remaining employee to their original shift, and where operational requirements permit, the Employer will provide the employee with notice equivalent to one shift cycle.

- (b) The request for a shift exchange must be made in writing and signed by the employees involved. It is understood last minute changes may be made and signed prior to the start of the shift. Payback for the shift exchange must occur within one hundred and eighty (180) calendar days.
- (c) Shift exchanges may only be done with the approval of management, which shall not be unreasonably withheld, provided that the employee covering the shift:
 - i. Is qualified to perform the work;
 - ii. Is capable of performing the work;
 - iii. Has had sufficient rest period between shifts (i.e. minimum of eight (8) hours); and
 - iv. Has at least one (1) day off of work between their regularly scheduled shifts.
- (d) Once the request for the shift exchange has been approved, in writing, endorsed by the supervisor(s), the employees involved shall assume full responsibility for the shift for which they have agreed to work.
- (e) The employees who are involved in the shift exchange will not be entitled to overtime pay which results because of the change of shifts. However, overtime worked prior to or following an exchanged shift will be credited to the employee who worked the shift.
- (f) The Employer will not be liable or responsible should a dispute arise between employees as a result of a shift exchange.

- (g) The Employer and the Union recognize that an employee's entitlement to exchange shifts is not intended to allow employees, for all intents and purposes, to trade away his/her shift schedule. Further, the Employer and the Union recognize that shift exchanges are not intended to allow employees to be absent from the workplace for extended periods of time nor to engage in alternate employment.
- (h) The maximum amount of time an employee may be continuously absent from work through the use of shift exchanges is two (2) months.
- (i) All time credits for the scheduled duration of the shift will be credited to the employee originally scheduled to work the shift.
- (j) If a shift exchange occurs on a statutory holiday, the employee who actually works the statutory holiday will be paid ½ time his or her regular rate for working on this day.
- (k) If an employee misuses shift exchanges, the employee's right to utilize shift exchanges may be revoked and discipline may be issued.

Long Term Shift Exchanges

12.09

- (a) Between October 1st up to and including October 8th of each calendar year, employees may submit, on a form to be provided by the Employer, a request to be placed on a long-term shift exchange. The long-term

shift exchange will be for the duration of one (1) calendar year commencing January 1st of the upcoming year and ending on December 31st of that same calendar year.

- (b) It is understood and agreed that employees will only be able to request to be placed on a long-term shift exchange that relate to the same shift cycle. For clarity, Crew 1 is on the same shift cycle as Crew 2; Crew 3 is on the same shift cycle as Crew 4; and Junior Technicians working on the same shift cycle but opposite crew.
- (c) In determining if a long-term shift exchange will be approved, the Employer will take into consideration the following:
 - i. The number of employees the Employer determines it requires on a particular crew;
 - ii. If there is an employee on the opposite crew with the same shift cycle that is requesting a long-term shift exchange. For clarity, Crew 1 is opposite to Crew 2; Crew 3 is opposite to Crew 4; and Junior Technicians working on opposite crews with the same shift cycle.
 - iii. Qualifications, skills and ability to perform the work that is available and/or necessary on the opposite crew;
 - iv. The continued efficient operation and maintenance of the baggage handling system; and
 - v. Company seniority and classification seniority

- (d) On or before October 24th of each calendar year, the Employer will post the approved long-term shift exchanges.
- (e) It is understood and agreed that nothing in this Article 12.09 shall restrict the Employer's ability to balance its crews as required or to permanently transfer an employee in accordance with Article 15.07.
- (f) It is understood and agreed that nothing in this Article 12.09 shall restrict the Employer's ability to assign one or more Junior Technician to a permanent shift.

Overtime

12.10 No hours in addition to the employee's regular scheduled shifts shall be worked except with the authorization of management. Without limiting the generality of the foregoing, overtime will not be offered or authorized if:

- (a) an employee is on vacation;
- (b) an employee is absent from work due to illness;
- (c) an employee is absent from work and on WSIB;
- (d) an employee is on a leave of absence;
- (e) an employee is absent from work because of discipline;
- (f) an employee does not have a sufficient break between shifts (i.e. minimum of eight (8) hours);
- (g) an employee does not have a full security pass.

12.11 Overtime shall be distributed among the employees qualified to perform the work necessitating the overtime as equitably as practicable, subject to the following:

- (a) At the discretion of management, it will be mandatory for employees to work overtime at the end of a shift if flights are not finished and require support in accordance with the following:
- i. The employee working the shift with the least accumulated overtime hours will be offered the overtime subject to qualifications, safety considerations and continuity of operations. In the event the employee refuses the overtime, the next employee on the crew working the shift with the least accumulated overtime hours will be offered the overtime subject to qualifications, safety consideration and continuity of operations;
 - ii. If an employee works overtime hours or if an employee refuses to work the overtime offered the employee will be credited with the overtime hours for the sole purpose of maintaining the accumulated overtime hours' list. It is understood and agreed that the hours on the accumulated overtime hours' list are not to be used, in any way, for the purposes of determining wages owed to an employee. Rather, the accumulated overtime hours' list is to be solely used for the purposes of determining which employee(s) will be offered overtime.
 - iii. In the event that an insufficient number of employee(s) working the shift agree to work the available overtime hours, the employee(s) working the shift with the least amount of classification seniority, subject to qualifications, safety considerations and continuity of operations, will be required to work the overtime hours;

- iv. The Employer will provide a ten dollar (\$10.00) meal allowance to any employee who is required to work mandatory overtime for two (2) hours or more after the end of their shift.
- (b) All remaining overtime will be offered to employees who have placed their names on the overtime volunteer list, subject to Article 12.10 above. Further, overtime will be offered to the employee(s) at the top of the overtime volunteer list subject to qualifications, safety considerations and continuity of operations.
- (c) For the purposes of maintaining the overtime volunteer list, the employee with the least amount of accumulated overtime hours will be at the top of the list. If an employee works overtime hours or if an employee refuses to work the overtime offered the employee will be credited with the overtime hours for the sole purpose of maintaining the accumulated overtime hours' list. It is understood and agreed that the hours on the accumulated overtime hours' list are not to be used, in any way, for the purposes of determining wages owed to an employee. Rather, the accumulated overtime hours' list is to be solely used for the purposes of determining which employee(s) will be offered overtime.
- (d) In the event that an insufficient number of employee(s) agree to work the available overtime hours, the employee(s) with the least amount of classification seniority will be required to work the overtime hours, regardless

of whether the employee(s) have included their name on the overtime volunteer list.

- (e) All new employees, who have received their full security pass, who wish to be placed on the overtime volunteer list will be credited with the mean average of the accumulated overtime hours at the time of the employee's request.
- (f) It is understood and agreed that on January 1 and July 1 of each calendar year the accumulated overtime hours for each employee will be cleared out to zero (0).
- (g) A copy of the accumulated overtime hours' list will be posted in the workplace on or before 12 noon every day provided there has been a change to the accumulated overtime hours' list. For clarity, if there is no change from the last posting, a new posting will not be required.
- (h) It is understood and agreed that where more than one employee has the same amount of accumulated overtime hours on the accumulated overtime hours' list, the employee with the greatest classification seniority who wants to perform the overtime will be awarded the overtime. In the event that the employees have the same classification seniority, the awarding of the overtime will be determined by a process of random selection.

12.12 All overtime worked by an employee that is outside and consecutive with their scheduled shift will be considered as overtime, except as provided for in Article 12.08. All overtime shall be paid at one and

one-half ($1\frac{1}{2}$) times the regular hourly rate of the employee.

- 12.13 Employees called to work on a scheduled day off, or called back for work following completion of their shift will receive payment for the greater of actual time worked at one and one-half ($1\frac{1}{2}$) times or a minimum of four (4) hours at one and one-half ($1\frac{1}{2}$) times. Where the minimum is paid, the employee may be required to work the corresponding hours.

Meal Periods

- 12.14 Each employee will be allotted two (2) paid breaks of fifteen (15) minutes plus one (1) paid half hour lunch break. Such breaks will be determined by the Supervisor responsible for the employee and will be assigned in a manner which does not defeat the purpose of providing the breaks. However, the assignment of breaks by the Supervisor will in all respects ensure the continuous operation of the Baggage Handling System.
- 12.15 During meal breaks and scheduled breaks, employees are required to remain in the new T-1 Terminal and provide a means of contact (i.e. radio).

Daylight Savings Time

- 12.16 When an employee is required to work overnight on the date of the changeover to fall daylight savings time, the Employer will have the option of requesting the employee commence their shift one (1) hour later or ending their shift one (1) hour earlier. If the

employee is required to work the entire shift, the employee will be entitled to receive the extra hour worked at the applicable rate of overtime.

When the employee is required by the Employer to work overnight on the date of the changeover to spring daylight savings time, the employee will only be remunerated for the number of hours actually worked. If the Employer needs employee(s) to work an additional hour, the Employer will ask the employee(s) that it requires in order of seniority subject to qualifications, safety consideration and continuity of operations.

Article 13 – Layoff

13.01 Employees in the job classification of Baggage Handling Technician (BHT) who have acquired seniority rights in accordance with this Agreement shall be scheduled for layoff in inverse order by classification seniority contingent on the following condition being maintained:

- (a) The Employer, at its discretion, may maintain up to fifty percent (50%) of the BHT's who are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system; and
- (c) Notwithstanding (a), the number of BHT's who are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system shall not fall below four (4).

However, the Employer, at its discretion, may fall below four (4) BHT's who are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system.

- 13.02 When the Employer determines that it needs to lay off employees who have acquired seniority rights in accordance with this Agreement, other than those employees in the classification of BHT, the Employer will approach the employees in order of seniority. In the event employees with more seniority do not voluntarily accept the layoff, the Employer shall schedule the employees for layoff in inverse order by Company seniority.
- 13.03 In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection.
- 13.04 In the case of a layoff, where such layoff is to exceed fourteen (14) calendar days, the Employer will provide affected employees and the Union with at least one (1) calendar days' notice of the layoff.
- 13.05 The Employer will provide a Union representative with a list of employees laid off within five (5) calendar days of the layoff.
- 13.06 Employees on layoff may apply for any job vacancy arising out of a job posting provided they have the qualifications, skills and ability.

Article 14 – Recall

- 14.01 Employees, with the exception of Baggage Handling Technicians (BHT's), shall be recalled to the job classification held by the employee prior to layoff in reverse order by classification seniority.
- 14.02 Employees in the job classification of BHT's shall be recalled to the job classification of BHT in reverse order contingent on the following conditions:
- (a) The Employer, at its discretion, may ensure that up to fifty percent (50%) of the BHT's are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system; and
 - (d) Notwithstanding (a), the number of BHT's who are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system shall not fall below four (4). However, the Employer, at its discretion, may fall below four (4) BHT's who are qualified to work on the electrical equipment required to maintain the operation of the baggage handling system.
- 14.03 It is the responsibility of employees to ensure that the Employer has a current address and telephone numbers at all times. If an employee should fail to do so, the Employer will not be responsible for the failure of any communication to reach the employee.
- 14.04 If a laid off employee fails to report to work to their first scheduled shift following the date on which the Employer sent a notice of recall by registered mail to the employee at the last address filed with the

Employer, the employee shall be terminated and lose all seniority. The first scheduled shift for the employee shall be at least fourteen (14) calendar days following the date of the recall notice. Such notice shall be copied to a representative of the Union. Failure on the part of the employee to keep the Employer advised of the current address shall relieve the Employer of any responsibility for notification under this Collective Agreement.

- 14.05 The Employer will provide a Union representative with a list of employees recalled within five (5) calendar days of the recall.

Article 15 - Job Posting and Promotion

- 15.01 When a permanent vacancy occurs or a new position is created in the bargaining unit, and the Employer determines that it is necessary to fill this position, the Employer shall post notice of the position on the Employer's bulletin boards. The notice shall be posted for a period of seven (7) calendar days.
- 15.02 Permanent vacancies and new positions shall be filled on the basis of qualifications, skills and ability. In the event that these factors are equal, then the employee who possesses the most seniority will be provided the position.
- 15.03 Applicants from within the bargaining unit shall be given first consideration for the position but nothing herein shall preclude the Employer from posting externally and internally at the same time. In the event that there are no internal candidates who possess the required skill, ability and qualifications to perform the position as deemed by the Employer, the Employer may hire externally.

- 15.04 A successful applicant for a job posted under this section shall be given an opportunity to perform the job within a period of up to ninety (90) calendar days. If the Employer determines, in its sole discretion, that the successful applicant is not qualified for the new position, the employee will revert back to his or her previous job. The job in question will be given to the next qualified applicant who shall be subject to the same terms as set out herein in 15.04.
- 15.05 A successful applicant will have thirty (30) calendar days if they want to continue in their new job. If the successful applicant advises the Employer within the thirty (30) calendar day time period that they are unwilling to continue in the new job, the employee will be returned to their former position.
- 15.06 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies and jobs which become vacant while employees are on lay off shall not be deemed to be vacant for the purposes of this Article. The Employer shall make the determination regarding the necessity of filling these positions and fill these positions at its discretion.

15.07 Permanent Transfers

(a) Transfer for the Reason of Balancing Crews

When the Employer determines, at its discretion, that it is necessary to permanently transfer an employee for the sole purpose of balancing its crews, the Employer will decide what crew the employee will be transferred from and what crew

they will be transferred to. Once this determination has been made, the Employer will provide the opportunity to the employees on the crew where the employee will be transferred from to volunteer for the transfer. The most senior employee who volunteers to be transferred, who has the necessary qualifications, skills and ability, will be transferred. In the event that there are no volunteers on the crew with the necessary qualifications, skills and ability, the most junior employee with the necessary qualifications, skills and ability will be transferred. It is agreed that a “permanent transfer” occurs when the transfer is for a duration of more than thirty (30) calendar days.

(b) Transfer for Other Reasons

The Employer may determine, at its discretion, that it is necessary to permanently transfer an employee to another crew. If, as a result of this transfer, the Employer determines that it is necessary for an employee on the crew (ie. receiving crew) to be transferred to the crew where the first employee is being transferred from, the Employer will provide the opportunity to volunteer for the transfer to the employees on the receiving crew. The most senior employee who volunteers to be transferred, who has the necessary qualifications, skills and ability, will be transferred. In the event that there are no volunteers from the receiving crew with the necessary qualifications, skills and ability, the most junior employee from the receiving crew with the necessary qualifications, skill and ability will be transferred.

It is agreed that a “permanent transfer” occurs when the transfer is for a duration of more than thirty (30) calendar days.

Article 16 - Seniority

- 16.01 “Company Seniority”, as referred to in this Collective Agreement, shall mean length of continuous service in the employ of the Employer.
- 16.02 “Classification Seniority”, as referred to in this Collective Agreement, shall mean the length of continuous service in the employ of the Employer in a particular job classification.
- 16.03 Employees will be regarded as a probationary employee for the first one hundred and eighty (180) calendar days of their employment. Upon successful completion of the probationary period, the employee will be added to the Company Seniority list. The employee’s Company Seniority date will date back to the date of hire.
- 16.04 An employee shall lose all seniority and his or her name shall be removed from the seniority lists and the employee shall cease to be employed by the Employer upon occurrence of any of the following:
 - (a) Quits or retires;
 - (b) Is absent from employment for a period of three (3) consecutive scheduled working days without providing a reason satisfactory to the Employer;

- (c) Is laid off for a period of thirty-six (36) months or the length of Company Seniority, whichever is less
- (d) Is discharged and not reinstated through the grievance or arbitration procedure;
- (e) If a laid-off employee fails to report to work to their first scheduled shift following the date on which the Employer sent a notice of recall by registered mail to the employee at the last address filed with the Employer;
- (f) Failure to return to work upon expiry of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;
- (g) The Employee is permanently appointed to another job outside the bargaining unit for a period of more than six (6) months.

16.05 The Employer will provide the Union the seniority lists, based on job classification, every six (6) months.

Article 17 – Vacation

17.01 The vacation year will commence January 1 in any year and terminate on December 31 of the same year.

17.02 Employees will be entitled to the following vacation:

Two (2) weeks (ten (10) working days) of vacation for those who have twelve (12) months of Company Seniority up to and including sixty (60) months of Company Seniority;

Three (3) weeks (fifteen (15) working days) of vacation for those who have sixty-one (61) months, or greater, of Company Seniority.

17.03 The Employer will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period for the upcoming year. Employees will be required to submit their choice of vacation period to the Employer by November 15th. The Employer will post an approval list of awards no later than December 1st.

17.04 The Employer may limit the number of employees on vacation at any one point in time in order to ensure the continued efficient operation and maintenance of the baggage handling system.

17.05 Vacation will be taken in consecutive calendar days and employees may split their vacation entitlement into blocks of one (1) four (4) day block and/or one (1) to three (3) five (5) day block(s) (meaning the complete shift rotation). In the event that an employee takes a four (4) day block of vacation time, the employee will be required to take an additional vacation day during the calendar year. The additional vacation day will be scheduled in accordance with Article 17.03 above.

17.06 Vacation dates will be allocated in order of classification seniority amongst the employees in the following groupings:

- (a) Crew 1 and Crew 2;
- (b) Crew 3 and Crew 4; and
- (c) Junior Technicians.

- 17.07 An employee who fails to select their vacation dates in accordance with 17.03 above will be allocated vacation dates by the Employer from those dates that are available after all other employees have been awarded their vacation.
- 17.08 Vacation time off is not cumulative and must be taken during the calendar year following the calendar year in which it is earned. It is understood, and agreed, that all employees must take their annual vacation entitlement each calendar year.
- 17.09 Once vacation dates have been approved, the vacation dates will not be changed unless there is agreement, in writing, between the Employer, the employee and the Union. However, under exceptional circumstances and after all alternatives have been exhausted the Employer has the right to change an employee's assigned vacation. It is agreed that Employer initiated changes to the vacation schedules will be implemented in inverse order of seniority within the affected classification and crew. If an employee's assigned vacation has been changed, the affected employee shall be granted, at the employee's option, equivalent vacation at a time of their choice provided that such vacation does not impact on the continuity of the operations.
- 17.10 It is recognized and agreed that under no circumstances will employees perform work for the

Employer during their scheduled vacation dates. Employees who wish to do so must request to change their vacation dates under Article 17.09.

- 17.11 Employees will receive their vacation pay with each weekly pay cheque. The vacation pay will be based on a percentage of the employee's gross weekly earnings. The percentage to be applied to the employee's gross weekly earnings will be based on the employee's length of service with the Employer as follows:

Up to, and including, 60 months of Company Seniority:

4%

61 months of service or more of Company Seniority:

6%

- 17.12 It is understood and agreed that no additional monies are owed by the Employer during the week(s) that an employee is absent from work due to their scheduled vacation as the employees are receiving their vacation pay entitlement with their regular weekly earnings.

Article 18 – Statutory Holidays

- 18.01 The following statutory holidays will be recognized:

New Year's Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving
Day Remembrance Day	Christmas Day
Boxing Day	

- 18.02 Employees will receive their statutory holiday pay with each weekly pay cheque. The statutory holiday pay will be four percent (4%) of the employee's regular weekly earnings.
- 18.03 If an employee is scheduled to work on a statutory holiday, in addition to the employee's regular pay for that day, the employee will receive a premium rate of one-half (1/2) of the employee's regular hourly rate for all hours worked on the statutory holiday.
- 18.04 It is understood and agreed that no additional monies are owed by the Employer when a statutory holiday occurs as the employees are receiving their statutory holiday pay entitlement with their regular weekly earnings.

Article 19 – Leaves of Absence

Jury Duty/Crown Witness

- 19.01 An employee who has completed the probationary period and who is called to and reports for jury duty, or is summoned as a Crown Witness, shall be compensated by the Employer for the difference between what she/he receives as compensation for such duty or serving as a Crown Witness and will be paid at her/his regular straight-time basis hourly rate for each day of jury duty performed or each day serving as a Crown Witness when she/he would otherwise be working, provided that the employee furnishes the Employer with a certificate showing the amount of jury duty fee paid or the amount paid as a Crown Witness.

Bereavement

- 19.02 In the event of a death in the immediate family of an employee, the employee will be given up to three (3) consecutive days of "leave of absence" with pay, following the death. The time will be used within five (5) days from the date of the death. In order to be qualified to receive the time off the employee will be required to bring in the obituary notice. If this notice is not received the employee will not be approved for the "leave of absence". The employee shall not be entitled to receive pay for any day upon which she/he would not have been scheduled to work by the Employer.
- 19.03 If there is a delay in the funeral beyond the five (5) days, the "leave of absence" may be approved to be taken in the future, if requested, upon receipt of the obituary notice. The employee shall not be entitled to receive pay for any day upon which she/he would not have been scheduled to work by the Employer. For clarity, the employee will not be entitled to receive more than three (3) days leave of absence with pay.
- 19.04 In the event the employee does not take the "leave of absence" as provided for in Article 19.02 and Article 19.03 the Employer will provide the employee with one (1) day of pay; however, the employee shall not be entitled to receive pay for this day if she/he would not have been scheduled to work by the Employer within five (5) days from the date of the death.
- 19.05 For the purposes of this Article, "immediate family" means, in respect of an employee:

- (a) the employee's spouse or common-law partner;
- (b) the employee's father and mother and the spouse or common-law partner of the father or mother;
- (c) the employee's children and the children of the employee's spouse or common-law partner;
- (d) the employee's grandchildren;
- (e) the employee's brothers and sisters;
- (f) the grandfather and grandmother of the employee;
- (g) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
- (h) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

19.06 In the event of the death of the current spouse's or common-law partner's grandmother, grandfather, brother or sister, the employee will be given one (1) day leave of absence, without pay.

Personal Leave of Absence

19.07 Subject to operational requirements, a personal leave of absence without pay may be granted at the Employer's sole discretion to seniority employees for a period not to exceed ninety (90) calendar days during the year. Such leave of absence must be requested in writing with a full explanation of that request at least fourteen (14) calendar days in advance of the requested leave of absence. The Employer may, at its discretion, accept a request for a personal leave of absence in a time frame shorter than fourteen (14) calendar days.

Union Leave

- 19.08 Subject to operational requirements, an employee selected to be a delegate of the Union to a Union convention, seminar, educational conference, or to attend a Union Business meeting and such attendance requires a leave of absence, such unpaid leave of absence will be granted at no cost to the Employer. No more than three (3) employees shall be absent from work on a Union leave at any one time, and further, there will be no more than two (2) employees in the classification of BSO or one (1) employee in the classification of BHT from any crew on union leave at any one given time.
- 19.09 Except in cases of emergency which are beyond the Union's control, the Union shall make the leave of absence request to the Employer:
- (a) at least fourteen (14) calendar days in advance of an unpaid leave of absence for attendance at a convention, seminar or conference; and
 - (b) at least seven (7) calendar days in advance of an unpaid leave of absence for attendance at a Union business meeting.
- 19.10 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 without pay. The employee will continue to receive benefits, with the exclusion of short term and long term disability, while on the leave of absence. The Union will repay the Employer for the costs incurred by the Employer

of continuing the benefits for this employee. The Union will advise the Employer of the name of such employee, the term of the leave and the specific purpose. The employee shall continue to accrue seniority while on leave of absence. It is understood and agreed that only one (1) employee of the Employer will be entitled to this leave of absence at any given point in time.

Article 20 – Maternity and Parental Leave

Maternity Leave

20.01 Every employee who:

- (a) has completed six (6) consecutive months of continuous employment with the Employer; and
- (b) provides the Employer with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted an unpaid leave of absence from employment of up to seventeen (17) weeks. The leave of absence may begin not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

20.02 Every employee who intends to take a maternity leave from employment shall:

- (a) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be given; and
- (b) inform the Employer in writing of the length of leave intended to be taken.

Parental Leave

20.03 Every employee who has completed six (6) consecutive months of continuous employment with the Employer is entitled to and shall be granted an unpaid leave of absence from employment of up to thirty-seven (37) weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the Province of Ontario. However, the leave of absence may only be taken during the fifty-two (52) week period beginning:

- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

20.04 The aggregate amount of leave that may be taken by two (2) employees under this Parental Leave Article in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.

20.05 The aggregate amount of leave that may be taken by one (1) or two (2) employees under the maternity leave article and the parental leave article in respect of the same birth shall not exceed fifty-two (52) weeks.

20.06 Every employee who intends to take a maternity leave from employment shall:

- (a) give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why that notice cannot be give; and
- (b) inform the Employer in writing of the length of leave intended to be taken.

Article 21 – Health and Safety

21.01 The Employer and the Union will make every effort to comply in a timely manner with all applicable legislation pertaining to the health and safety of the employees of the Employer. The Employer and the Union agree that they shall comply by the rules and regulations of health and safety as per the *Canada Labour Code*.

21.02 The Health and Safety Committee will have no less than four (4) members, two (2) representing the Union, one (1) of whom will be from the BHT classification, who are elected or appointed, and two (2) representing the Employer. At all times, the Health and Safety Committee will have equal employee and Employer representation.

21.03 The Health and Safety Committee shall meet during scheduled working hours once per month. Where a meeting is urgently required as a result of an emergency or other special circumstance, the Health and Safety Committee shall meet as required.

- 21.04 A committee member will receive their regular rate of pay, at straight time, for their attendance at Health and Safety Committee meetings or to perform any of their other functions as provided for at section 135.1(11) of the *Canada Labour Code*.
- 21.05 The Health and Safety Committee will, as a minimum, fulfill their obligations under Part II of the *Canada Labour Code* including but not limited to meeting as required, monitoring all practices needed to enable the health and safety of employees and considering, without delay, all situations involving hazardous conditions and practices brought to its attention.
- 21.06 The Employer shall post in a conspicuous place or places where they will likely come to the attention of the employees, the name and crew of the members of the Health and Safety Committee.
- 21.07 The Employer will provide the worker members on the Health and Safety Committee with the necessary health and safety training as it deems necessary. Employees will receive their regular rate of pay, at straight time, for their attendance at this health and safety training.
- 21.08 Each year on April 28 at 11:00 am, work will stop and one minute of silence will be observed in memory of workers killed or injured on the job.

Article 22 – Technological Change

- 22.01 The parties agree that they shall be governed by the definition of technological change in the *Canada Labour Code*.

22.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and condition or security of employment of a significant number of employees to whom this Collective Agreement applies, the Employer shall give notice of the technological change to the Union at least one hundred and twenty (120) calendar days prior to the date on which the technological change is to be effected.

22.03 The notice referred to in clause 22.02 shall be in writing and shall contain:

- (a) The nature of the technological change;
- (b) The date upon which the Employer proposes to effect the technological change;
- (c) The approximate number and position of employees likely to be affected by the technological change; and
- (d) The effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

22.04 Once the Employer has given the Union the notice described in clause 22.02 the Employer shall, on request of the Union, provide the Union with a statement in writing setting out:

- (a) A detailed description of the nature of the proposed technological change;
- (b) The names of the employees who will initially be likely to be affected by the proposed change; and
- (c) The rationale for the change.

22.05 During the notice period described in Article 22.02, the parties shall undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solution to the problems or implications arising from technological change.

ARTICLE 23 – Cessation of GTAA Contract

23.01 In the event the Employer's contract with GTAA is terminated during the life of this Collective Agreement, the Employer will notify the Union as soon as possible prior to the cessation of the contract.

23.02 Notwithstanding Article 23.01, the Union understands and acknowledges that the Employer's contract to operate and maintain the baggage handling system at Terminal 1 Lester B. Pearson International Airport expires on April 30, 2019.

Article 24 – Wages

24.01 The wage scales and classifications shown in Schedule "A" attached to and forming part of this Collective Agreement shall be effective as shown during the term of this Collective Agreement.

24.02 With respect to BHT's only, the Employer may assess a new employee's education, certifications and/or experience for the determination of where the employee will be initially placed on the wage grid.

Where the Employer considers appropriate, the Employer may place the employee at a suitable level on the wage grid. If, based on the foregoing, the employee does not commence at the first level of the wage grid, the Employer agrees to notify the Union of where the employee has been placed.

24.03 It is agreed that if any new bargaining unit job classification is established during the life of this Collective Agreement which are not covered by the schedule of wages now in effect, the rate of such new classification will be determined by the Employer and negotiated with the Union.

24.04 It is agreed that employees will continue to receive, on a weekly basis, a payment in the amount of two percent (2%) of the employee's gross weekly earnings.

24.05 It is understood that all statutory deductions required by law will be made from all payments provided to employees in accordance with this Collective Agreement.

Schedule "A"

BSO - Full-Time Wage Progression based on time in classification:

Progression for BSO	WCPGWI	April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
Start	\$15.63/hour	\$15.94	\$16.26	\$16.58	\$16.91
6 months	\$17.19/hour	\$17.53	\$17.88	\$18.24	\$18.60
12 months	\$18.02/hour	\$18.38	\$18.75	\$19.12	\$19.51
24 months	\$20.42/hour	\$20.83	\$21.24	\$21.67	\$22.10
36 months	\$24.99/hour	\$25.49	\$26.00	\$26.52	\$27.05

JT - Full-Time Wage Progression based on time in classification:

Progression for JT	WCPGWI	April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
Start	\$25.39/hour	\$25.90	\$26.42	\$26.95	\$27.48
6 months	\$26.17/hour	\$26.69	\$27.23	\$27.77	\$28.33
12 months	\$26.95/hour	\$27.48	\$28.03	\$28.59	\$29.17
18 months	\$27.72/hour	\$28.28	\$28.84	\$29.42	\$30.01
24 months	\$28.50/hour	\$29.07	\$29.65	\$30.24	\$30.85

BHT- Full-Time Wage Progression based on time in classification:

Progression for BHT	WCPGWI	April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
Start	\$30.86/hour	\$31.48	\$32.11	\$32.75	\$33.40
6 months	\$31.73/hour	\$32.36	\$33.01	\$33.67	\$34.34
12 months	\$32.60/hour	\$33.25	\$33.92	\$34.60	\$35.29
24 months	\$33.92/hour	\$34.60	\$35.29	\$36.00	\$36.72

Article 25 – Benefits

Premiums and Coverage

- 25.01 Employees are not entitled to the employee benefits provided in this Article and will not receive any benefit from any such plan until completion of ninety (90) consecutive days of employment.
- 25.02 It is expressly understood that the obligation of the Employer and, where applicable, the employee, is to make benefit premium payments where required and this Article shall not be considered a guarantee of benefits. In all cases the terms of the specific insurance plan shall govern. Further, entitlement to the benefits referred to in this Article shall be determined by the carrier(s) in accordance with the terms and conditions of the plan(s).

- 25.03 The Employer agrees to provide the Union and each employee of the bargaining unit a copy of the current benefits booklet detailing benefits covering this bargaining unit as soon as reasonably possible following the ratification of this Collective Agreement.
- 25.04 Access to benefits, outlined in this Article, and all Employer contribution payments for such benefits shall cease immediately when an employee has been terminated, resigned, or laid off from employment.
- 25.05 Access to benefits, outlined in this Article, and all Employer contribution payments for such benefits shall cease when an employee is not actively employed for a period of three (3) months as a result of a leave of absence, except in cases of maternity or parental leave.
- 25.06 The Employer reserves the right to substitute carriers for any of the said benefits available to employees provided that the benefits are equal to or better than the benefits presently provided.

Extended Health Care Benefits, Prescription Drugs and Dental Care Benefits

- 25.07 The Employer shall pay one hundred percent (100%) of the cost of the Plan, with the exception of the annual employee paid deductible, for all eligible employees for Extended Health Care Benefits, Prescription Drug and Dental Care Benefits.
- 25.08 Participation in this program is a condition of employment. Eligible employees must enroll their eligible family members before benefits are provided.

However, an employee may waive, in writing, entitlement to the Extended Health Care Benefits, Prescription Drugs and Dental Care Benefits if the employee is covered under his/her spouse's plan for these benefits. An employee's spouse and children, if applicable, are also required to participate in the Extended Health Care Benefits, Prescriptions Drugs and Dental Care Benefits unless they are covered under another Benefit Plan that has mandatory coverage.

- 25.09 If an employee does not waive entitlement under Article 25.08 above, upon retirement at age sixty-four (64), the Extended Health, Prescription Drug and Dental benefits will be maintained for one (1) year but no later than the retiree's sixty-fifth (65th) birthday. On a retiree's sixty- fifth (65th) birthday and annually thereafter, with Proof of Premium on an individual policy for Health and/or Dental, the retiree will be refunded up to a maximum of Eight Hundred Dollars (\$800) per year. Proof of payment of the premium is required each year.

Life Insurance

- 25.10 The Employer shall pay one hundred percent (100%) of the billed rates of premium for all eligible employees to provide for Basic Life and Accidental Death and Dismemberment Insurance.
- 25.11 Participation in this program is a condition of employment.

Short Term Disability Benefits

- 25.12 The Employer shall continue to make the Short Term Disability Benefit Plan available to eligible employees. The employees are required to pay one

hundred percent (100%) of the full cost, factoring in any increases/decreases, of this benefit through payroll deductions.

25.13 Participation in this program is condition of employment.

Long Term Disability Benefits

25.14 The Employer shall pay one hundred percent (100%) of the billed rates of premium for all eligible employees to provide Long Term Disability benefits. In particular, to maintain the non-taxability of benefits paid the premium will be paid as follows:

- (b) The Employer will provide each employee with their weekly pay the billed rate of premium applicable to each eligible employee;
- (c) The employee will then be responsible for the tax implications associated with the premium; and
- (d) The Employer will then deduct the amount of the billed rate of the premium from each employee.

25.15 Participation in this program is a condition of employment.

Emergency Travel Assistance and Trip Cancellation Insurance

25.16 The Employer shall pay one hundred percent (100%) of the billed rates of premium for all eligible employees to provide Emergency Travel Assistance and Trip Cancellation Insurance.

25.17 Participation in this program is a condition of employment.

Article 26 – Retirement Savings Plan

- 26.01 All eligible employees shall be entitled to participate in the Retirement Savings Plan as described in the booklet entitled “Retirement Plans for Webb Airport Services Division of Employees of Jervis B. Webb Company of Canada, Ltd.”.
- 26.02 Effective March 31, 2008, if an employee participates in the Retirement Savings Plan as set out in Article 26.01 above, the Employer will match the employee’s contribution up to a maximum of five percent (5%) as provided for in the booklet entitled “Retirement Plans for Webb Airport Services Division of Employees of Jervis B. Webb Company of Canada, Ltd.”.
- 26.03 The Retirement Savings Plan shall be administered in accordance with applicable law.

Article 27 – Parking and Lockers

Parking

- 27.01 The Employer will maintain the current practice of parking for the bargaining unit employees.

Lockers and Change Rooms

- 27.02 The Employer will provide change rooms and locker space for bargaining unit employees.

Article 28 – Contracting In and/or Out

28.01 No bargaining unit employee shall be laid off or have a reduction in regular (non-overtime) hours as a result of the Employer contracting in and/or out the bargaining unit work of the affected classification(s) who have traditionally performed the work being contracted in and/or out.

Article 29 – Paid Education Leave

29.01 The Employer agrees to pay into a special fund, established by the Union, One Thousand Five Hundred Dollars (\$1,500.00) on March 31st each year of the Collective Agreement for the purpose of providing paid education leave.

29.02 The monies provided for at sub-article 29.01 will be paid into a trust fund established by Union and will be sent by the Employer to the following address:

UNIFOR Paid Education Leave
205 Placier
Court Toronto,
Ontario M2H
3H9

Article 30 – Uniforms, Safety Equipment and DA (AVOP) License

30.01 All employees shall conform with the dress code and uniform policy established by the Employer.

30.02 The Employer will supply each new employee with the following clothing:

4 Shirts (long-sleeved)
4 light weight Golf Shirts (short sleeved)
4 Pants
1 Jacket

The Employer will replace light weight golf shirts when such shirts becomes too worn; however, light weight golf shirts will not be replaced prior to twelve (12) months of wear, unless exceptional circumstances exist, and it will be at the discretion of the Employer.

30.03 The Employer will replace, as needed, the clothing outlined in Article 30.02 provided that the worn out garment is first returned to the Employer. All replacement clothing will be new clothing.

30.04 Each employee will be allowed up to One Hundred and Fifty Dollars (\$150.00) per calendar year to purchase personal protective equipment such as work boots, gloves, and knee pads. In order to receive this payment, the employee must provide the Employer with proof of purchase. However, in order to receive this payment, the work boots must contain the green triangle CSA patch.

30.05 Each employee will be issued a pair of safety glasses. All employees, subject to Article 30.06 below, must use the Employer issued safety glasses. In the event that an employee losses their safety glasses, the Employer will replace the safety glasses however, the employee will be required to pay five dollars (\$5.00) for the replacement safety glasses.

30.06 In the event that an employee requires prescription safety glasses, the employee will be entitled to

receive up to one hundred and twenty-five (\$125.00) once every twenty-four (24) months for the prescription safety glasses. In order to receive this payment, the employee must provide the Employer with proof of purchase. However, in order to receive this payment, the safety glasses must meet the Employer's safety standard for safety glasses.

- 30.07 Each employee will be issued a hard hat. It is understood and agreed that the employee must maintain their hard hat in good condition and no stickers, other than those that are Employer issued, or writing may be added to the hard hat. In the event that a hard hat is damaged, the employee must return it to the Employer. If the hard hat is unusable for the purpose in which it was intended, the Employer will replace the hard hat. The Employer will provide the employee with a replacement liner for the hard hat once per calendar year. In the event that an employee loses their hard hat, the employee will bear the cost of replacing the hard hat.
- 30.08 Upon cessation of employment with the Employer, the employee must return to the Employer any and all clothing and safety equipment that is in the employee's possession.
- 30.09 The Employer will replace tools broken or damaged by BHT's during the course of their employment.
- 30.10 The Employer agrees to pay or provide, at the discretion of the Employer, the training for the DA (AVOP) license for the following employees:

- (a) New Hires;
- (b) Those employees who were unable to maintain their DA (AVOP) license due to medical leave of absence; and
- (c) Those employee who were unable to maintain their DA (AVOP) license due to maternity/parental leave.

Article 31 – General Purpose of BSO and BHT Classifications

- 31.01 It is understood and agreed that job descriptions are developed, implemented and modified solely by the Employer and do not form part of this Collective Agreement. Further, it is understood and agreed that this Article in no way limits this right, nor does it in any way limit the duties that an employee is required to perform.
- 31.02 The general purpose of a Baggage System Operator (BSO) is to minimize the amount of baggage system downtime due to control systems failures by assisting systems operators, gathering and analyzing data, diagnosing trouble areas, and recommending and/or implementing corrective action or system improvements; respond to two-way radio dispatches to specific system locations to clear baggage jams and restores full BHS operation as quickly and safely as possible; and manually encode sort destination for bags whose IATA bag tag could not be read by the automatic tag readers. As stated at Article 31.01, this Article 31.02 in no way limits the duties that the Employer may require a BSO to perform.

- 31.03 The general purpose of a Junior Technician (JT) is to perform as a BSO, as provided for at Article 31.02 above, when required and to perform preventative maintenance; perform adjustments to equipment; and to assist BHT's with the disassembly, repair and reassembly of equipment. As stated at Article 31.01, this Article 31.03 in no way limits the duties that the Employer may require a JT to perform.
- 31.04 The general purpose of a Baggage Handling Technician (BHT) is to repair and maintain machinery, mechanical equipment, and electro-mechanical/laser recognition systems used in baggage handling systems and other day-to-day airport activities with minimum downtime. As stated at Article 31.01, this Article 31.04 in no way limits the duties that the Employer may require the BHT to perform.

Article 32 – Collective Agreement and Benefit Booklets

- 32.01 The Employer shall be responsible for getting copies of the Collective Agreement. The Employer and the Union shall share equally in the cost of the printing of the Collective Agreement. Should the copying of the Collective Agreement not be performed directly by the Employer, the copying shall be performed by a mutually agreed upon printer.
- 32.02 The Employer agrees to distribute the Collective Agreement to all bargaining unit employees, and further, the Employer will use all reasonable efforts to have the Collective Agreement distributed within four (4) months from the date the Collective Agreement is ratified.

- 32.03 The Employer agrees to provide all employees with an outline of the benefits.

Article 33 – Labour Management Committee

- 33.01 A Labour Management Committee (“Committee”) shall be established consisting of two (2) representatives of the Union and two (2) representatives of Management.
- 33.02 The Committee will provide a forum for on-going communication and the joint consideration of various concerns, which arise in the day-to-day activities of the employees represented by the Union.
- 33.03 The Committee will meet once per quarter and more or less frequently by mutual agreement. Employees attending at these meetings shall not suffer any loss of pay for time spent with this Committee.
- 33.04 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 33.05 Minutes of each meeting of the Committee shall be prepared by the Employer joint chairperson and signed by the Employer and Union joint chairpersons as promptly as possible after the close of the meeting. The Union and the Employer shall receive two (2) signed copies of the minutes within five (5) working days.
- 33.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

33.07 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

Article 34 – Duration

34.01 This Agreement shall be for the period from April 1, 2016 through March 31, 2020 and from year to year thereafter, subject to the right of either party to the Collective Agreement, no less than thirty (30) calendar days and no more than four (4) months immediately preceding the date of expiry of this Collective Agreement, or immediately preceding March 31st in any year thereafter by written notice to require the other party to the Collective Agreement to commence collective bargaining.

On behalf of the Employer:

James Montroy

On behalf of the Union:

Gary Ellis

Ashley Watkins

Chuck Doyle

Kevin Richards

Graham Jardine

Letter of Understanding #1

Between:

UNIFOR LOCAL 2002 (the “Union”)

AND

**WEBB AIRPORT SERVICES DIVISION
(the “Employer”)**

The Employer agrees to implement a progressive discipline system, effective April 1, 2012, that consists of two (2) lines for progressive discipline depending on the category of misconduct. In particular, one line of discipline will pertain to attendance and tardiness and the second line of discipline will encompass any and all other misconduct.