

# COLLECTIVE AGREEMENT

BETWEEN

porter

(hereinafter called the “Company”)

AND

– and those Employees as represented by –



unifor

2002

(hereinafter called the “Union”)

**CUSTOMER SERVICE REPRESENTATIVES**

**APRIL 27, 2018 – APRIL 26, 2022**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The purpose of this Agreement is to set forth the rights of the parties and the rules concerning wages, hours of work and working conditions which will apply between the parties.
- 1.02 Should any part or provision of this Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.
- 1.03 The mutual interest of the parties as specifically set forth elsewhere in this Agreement is the operation of the enterprise under methods that will promote to the fullest extent, safety to the Employees, economy of operations, quality and quantity of customer service, and protection of property.
- 1.04 **Definitions** – The following words, as used throughout this Agreement, will mean the following:
- (a) **Agreement** – means the Collective Agreement in effect, including agreed upon amendments or interpretations thereto covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
  - (b) **Company** – means Porter Airlines Inc. as represented through Officers and Management at various levels or their delegated representatives.
  - (c) **Employee** – means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.
  - (d) **Local Union** – means Unifor Local 2002 located at 7015 Tranmere Drive, Unit 5, Mississauga, Ontario, L5S 1M2.
  - (e) **Lock-out** – means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of Employees, done to compel Employees, or to aid another employer to compel

that employer's Employees, to agree to terms or conditions of employment.

- (f) **National Union** – means the National office of the UNIFOR located at 205 Placer Court, Toronto Ontario, M2H 3H9.
- (g) **Shift Schedule** – means a projection of Employees' shifts with regard to days worked and days off, including shift starting and terminating times.
- (h) **Strike** – means 1) a cessation of work, or 2) a refusal to work, or 3) a refusal to continue to work, by Employees, in combination, or in concert, or in accordance with a common understanding, and a slowdown of work, or other concerted activity on the part of Employees in relation to their work that is designed to restrict or limit output.
- (i) **Union** – means Unifor and its Local 2002.

## **ARTICLE 2 – RECOGNITION AND UNION SECURITY**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Full Time and Part Time Employees of Porter Airlines Inc. working as customer service representatives, lead customer service representatives and customer service ambassadors at the Billy Bishop Toronto City Airport, Toronto, Ontario, excluding co-op students, supervisors and those above the rank of supervisor.
- 2.02 All Employees shall, as a condition of employment, become Union members on the first day of their employment.
- 2.03 (a) Full time Employees shall be defined as bargaining unit Employees who average forty (40) hours work per week. Regular part time Employees are defined as Employees normally scheduled for between twenty (20) and thirty (30) hours per work week. Casual part time Employees shall be defined as Employees who normally work less than twenty (20) hours per week.

- (b) Current positions covered by this Agreement are as listed below. Specific duties may be added or deleted in accordance with business needs in consultation with the Union.

**Customer Service Representative** – Employed by the Company to perform customer service duties and responsibilities, including, without limiting the generality of the foregoing, checking in of passengers for flights, assisting with aircraft grooming, ensuring regulatory requirements are met with respect to passenger handling, checked and carry-on baggage, boarding of passengers and securing of flights, operating jet-ways, canopies, and aircraft doors, assisting as required all passengers with special needs including passengers in wheelchairs, and unaccompanied minors, visually and hearing impaired passengers, overseeing the Domestic and International Arrival baggage area. Meet and offload inbound aircraft. Verifying identification and directing connection passengers through the Airport, data entry with respect to weight and balance, providing assistance to passengers as baggage is mishandled or damaged, managing, processing and investigating all centralized baggage and lost and found issues, maintaining accurate records and updating passenger files, assisting other Customer Service Representatives where required, actively participating in and complying with Company safety management system and all other Company safety initiatives and policies, other duties and functions related to the foregoing , and all other duties and responsibilities as may be directed and assigned by Management and/or a Lead Customer Service Representative.

**Customer Service Ambassador** – Employed by the Company to perform all non-technical duties and responsibilities of a Customer Service Representative as outlined above, generally at an entry level, and all other duties and responsibilities as may be directed and assigned by Management and/or a Lead Customer Service Representative.

**Lead Customer Service Representative** – Employed by the Company to perform all of the duties and responsibilities of a Customer Service Representative as outlined above and in addition to perform Lead functions, including, without limiting the generality of the foregoing, daily coaching and mentoring of all CSR team members to create and promote an operationally safe environment, responsibility for the safe and efficient handling of all Porter and Porter customer aircraft from a CSR handling perspective, responsibility for safe, on-time performance and ensuring Company customer service levels are maintained, ensuring that Customer Service personnel are following proper Porter safe procedures as outlined in the Porter Customer Service Manual, providing written feedback of any performance and/or attendance issues/concerns for team members to a Supervisor/Manager, demonstrating proper work methods, conducting on-the-job training, instructing Employees in newer revised Operational Procedures, directing and assigning work to Customer Service Agents, otherwise directing and instructing the workforce, and performing other duties as assigned by Management. It is understood that a Lead Customer Service Agent will not have the authority to administer discipline or discharge. Lead by example.

**New Positions** – Where the Company establishes a new position, the appropriate position wage rates and progression shall be negotiated and shall be based on appropriate relativities to existing job positions in the bargaining unit.

- 2.04 The Company shall deduct from the wages of Employees the amount of regular dues and initiation fee as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.
- 2.05 The amount to be deducted will not be changed except to conform to a change in the Union's Constitution.

- 2.06 Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 2.07 If the wages of an Employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such Employee by the Company on that payroll. The Company will not, because the Employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 2.08 The amount of the deduction from wages, accompanied by a list of Employees from whom dues deductions were made, their classification status and rate of pay, will be remitted by the Company to the Local Union, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.

With each remittance required under this Article 2.08, the Company will supply the Union with a list containing the following information:

- Employees on layoff or leave of absence;
- Newly hired Employees;
- Employees who have resigned.

In addition, and on a quarterly basis, the Company agrees to provide the Union with any changes of address or changes of email address that it is provided by bargaining unit employees.

- 2.09 At the same time that income tax (T-4) slips are made available, the Company will provide each Employee from whom deductions were made with a statement of the amount of such deductions made in the previous year.
- 2.10 The Union shall indemnify and save harmless the Company, including its agents and Employees, from any and all claims and actions brought by an Employee arising out of or in any way related to the deductions made in accordance with this Article.



## **ARTICLE 3 – MANAGEMENT RIGHTS**

3.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Company to manage and direct its operations and business in all respects and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company:

- (a) To maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the Employees;
- (b) To hire, lay-off, recall, direct, classify, promote, demote, transfer, assign, discipline, suspend or otherwise discharge Employees, provided that a claim by an Employee who has completed her probationary period that she has been disciplined or discharged without just cause may be the subject matter of a grievance and dealt with as hereinafter provided;
- (c) To determine the location of facilities and operations, the expansion, curtailment or cessation of operations, the services to be rendered, the schedules of operation, when overtime is required, levels of employment, the methods, processes and means of operation, job content, the qualifications required to perform any job.

And to determine and exercise all other functions and prerogatives with respect to its operation of its business, except as specifically limited by the express provisions of this Agreement.

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

3.03 Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement and will not be Arbitrary, Discriminatory or in Bad Faith.

## **ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT**

4.01 The Company and the Union recognize and agree that there shall be no discrimination or harassment exercised or practiced by either of them or by any of their representatives. It shall be the right of Employees to work in an environment free from harassment based on age, race, creed, national or ethnic origin, political or religious affiliation, sex, gender identity/expression, sexual orientation, marital status, same sex partnership status, physical disability, mental disability, conviction for which a pardon has been granted, union membership or participation in the activities of the Union. 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.

The Company and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace.

The Company agrees to arrange for a one-time two (2) hour training session on discrimination and harassment issues for bargaining unit members and agree that the training will be provided by the Company and the Union jointly.

The Union and Company agree that no Employee shall be discriminated against on account of the membership or non-

membership in the Union or by reason of lawful activity or lack of activity in the Union.

### **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 the 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 Company and the Unifor Local 2002 Human Rights Coordinator.
- (c) The Company and the Union will review the complaint and where warranted, a joint investigation will be conducted.
- (d) It is the intention of the Union and the Company 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 Company, pursuant to the grievance procedure.
- (g) Should the claim involve a non-bargaining unit employee, discipline, if any, shall not be subject to the grievance and arbitration procedure.

- (h) Nothing herein shall prevent an Employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.

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

## **ARTICLE 5 – NO STRIKE OR LOCKOUT**

- 5.01 The Company agrees that there shall be no lock-out of its Employees during the life of this Agreement, and the Union agrees that there shall be no strike during the life of this Agreement.
- 5.02 The terms STRIKE and LOCKOUT shall have the meaning as set out in Article 1.04 of this Agreement.
- 5.03 If during the lifetime of this Agreement, any Employee(s) engage in any strike, the Union agrees that it will instruct such Employee(s) that the strike is unlawful and that they are required to return to work immediately.

## **ARTICLE 6 – GRIEVANCE PROCEDURE**

- 6.01 It is the mutual desire of the parties hereto that complaints and grievances shall be adjusted as quickly as possible.
- 6.02 The term “grievance” as used in this Agreement means any dispute regarding the interpretation or application of the Collective Agreement, including any disciplinary action or loss of employment, including an administrative dismissal.
- 6.03 **Complaint Stage**  
Employees are encouraged to discuss all problematic situations with their immediate supervisor as soon as possible, with the aim of finding a solution. As a result, any complaint shall first be discussed with the appropriate Supervisor of the Employee(s) concerned. The Employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they

wish may be accompanied by a representative of the Union with a view to settling the matter promptly at the local level.

6.04 **Step 1**

- (a) Should the matter not be resolved through discussion at the complaint stage, a written grievance shall be submitted to the Manager or designate within ten (10) calendar days after the Employee became aware or ought to have become aware of the situation causing the grievance.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.
- (c) The Company shall hold a hearing within ten (10) calendar days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union. A Union Staff Representative shall make them self available to be present at this Step. A representative of People and Culture may attend.
- (d) Within ten (10) calendar days following this hearing, the Manager or designate shall render their decision in writing to the Union.

6.05 **Step 2**

- (a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal to the Company's Vice President of Airport Operations within ten (10) calendar days.
- (b) The Company shall hold a hearing within ten (10) calendar days of receipt of the Union's written appeal and reasonable notice of the hearing shall be given to the Union. A Union Staff Representative shall make them self available to be present at this Step. A representative of People and Culture may attend.

- (c) Within ten (10) calendar days following this hearing, the Company's Vice President of Airport Operations or designate shall render their decision in writing to the Union.
- 6.06 A grievance over the discipline, dismissal or suspension of an Employee who has completed their probationary period shall be taken up at Step 2 of the Grievance Procedure, omitting Step 1, but shall be so taken up within ten (10) calendar days of the issuance of the discipline, dismissal, or suspension, failing which it shall not be the proper subject of a grievance or arbitration.
- 6.07 The Union may initiate a general or policy grievance (Step 2) in writing on any difference concerning the interpretation, or alleged violation of this Agreement, within fifteen (15) calendar days following the date the Union became aware or ought to have become aware of the events giving rise to the grievance, failing which it shall not be the proper subject of a grievance or arbitration.
- 6.08 Company grievances shall be submitted to the Union at Step 2. The Union's answer to the grievance shall be given in writing, within ten (10) calendar days following the date of the Step 2 meeting. Failing a satisfactory resolution to the grievance, the Company may refer the grievance to arbitration in accordance with Article 7 herein.
- 6.09 Failure to comply with the time limits set out herein shall result in the grievance being deemed to be abandoned, but the parties may extend the time limits by written agreement, when mutually agreed. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.
- 6.10 At any hearing held throughout these grievance procedures, the grievor shall have the right to be represented by a duly accredited representative of the Union.

- 6.11 Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 7.

## **ARTICLE 7 – ARBITRATION**

- 7.01 Any grievance concerning the interpretation, application or administration of this Agreement not settled in accordance with the Grievance Procedure as set out in Article 6 may be submitted to an arbitrator who will be selected jointly by the parties, provided it has been properly carried through all of the steps of the Grievance Procedure and provided the referral to Arbitration is made within thirty (30) calendar days of the date of the answer at Step 2 of the Grievance Procedure. If referral to Arbitration is not made within the said thirty (30) calendar day period, the grievance will be deemed to be abandoned.
- 7.02 The party desiring to submit the grievance to arbitration shall so notify the other party, in writing, within thirty (30) calendar days of the date of the answer by the opposing party's designated representative or his/her designate at Step 2 of the Grievance Procedure.
- 7.03 An arbitrator selected jointly by the parties, will be named within thirty (30) calendar days after notice of intent to arbitrate has been given, as provided for in Article 7.02 above. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator.
- 7.04 The decision of the Arbitrator shall be final and binding upon the Company, the Union and the Employees involved.
- 7.05 The parties shall share equally the cost of the services of the arbitrator.
- 7.06 The arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

7.07 Before an arbitration takes place, the Company and the Union agree to disclose to each other any documents that they intend to rely on in the arbitration proceeding, so that surprises during the arbitration process or mediation/arbitration process, as the case may be, are avoided.

## **ARTICLE 8 – DISCIPLINE AND DISCHARGE**

8.01 In the event that an Employee who has completed their probationary period has been disciplined, discharged or suspended, the Company shall provide, in writing, at the time of the discipline, the reasons for their discipline, dismissal or suspension. A copy of the written reasons will be provided to the Union upon Union request.

8.02 A claim by an Employee who has completed their probationary period or by the Union on their behalf, that the Employee has been unjustly discharged, suspended or otherwise disciplined shall be treated as a grievance if a written statement of such grievance is lodged with the Company at Step 2 of the Grievance Procedure within ten (10) calendar days after the Employee is informed of the discharge, suspension or other discipline.

8.03 **Discipline Sunset**

Discipline issued to an Employee will be sunsetted and not relied on in respect of future disciplinary decisions after twenty-four (24) months from the issuance of the discipline, provided there is no other discipline issued to the Employee in the said twenty-four (24) month period.

## **ARTICLE 9 – PROBATIONARY PERIOD**

9.01 New Employees hired into any classification covered by this Agreement will be required to serve a probationary period of six (6) calendar months from the first day of work, including training. In the event that a probationary Employee is absent from work for any reason excluding regularly scheduled days



off for more than seven (7) calendar days during the six (6) month probationary period, the Company may extend the Employee's probationary period by the number of days such Employee was absent from work.

- 9.02 Upon completion of the probationary period, an Employee shall be deemed to have seniority from the date of hire.
- 9.03 The Company reserves the exclusive right to make any decision with respect to the discharge, discipline, release or retention of an Employee during their probationary period. Such right shall not be exercised in a manner which is arbitrary, discriminatory, or in bad faith.

## **ARTICLE 10 – SENIORITY**

- 10.01 For Employees who are employed in the bargaining unit on the date of ratification of this Collective Agreement, seniority shall be defined as their total length of service with the Company in positions now covered by this Collective Agreement. For Employees who are hired or who transfer into the bargaining unit after the date of ratification, seniority shall be defined as their total length of service in the bargaining unit, dating from their first date of employment in the bargaining unit.
- 10.02 Seniority shall be defined as the total length of service in the bargaining unit dating from the Employee's first date of employment in the bargaining unit.
- 10.03 An Employee who transfers or is re-hired to a position outside the bargaining unit shall, if the Employee returns to the bargaining unit, retain all seniority that the Employee had prior to leaving the bargaining unit, including the first six (6) consecutive months (less one day) of time spent out of the bargaining unit.

If an Employee returns after the six month (less 1 day) window, the Employee will lose all bargaining unit seniority, and there must be a vacancy to return to.

To preserve a right to return to the bargaining unit with seniority, as set out herein, the Employee must continue to pay Union dues while outside of the bargaining unit.

- 10.04 Employees will lose their seniority and their name will be removed from the seniority list and their employment will be considered terminated under the following circumstances:
- (a) When discharged for just cause and not reinstated;
  - (b) When an Employee voluntarily leaves the Company;
  - (c) When laid off for a period in excess of their recall rights as set out in Article 11.04;
  - (d) Desertion of service;
  - (e) When retired;
  - (f) When an Employee is absent from work without notice to the Company for two (2) or more consecutive scheduled shifts;
  - (g) When an Employee overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the Company; unless an explanation satisfactory to the Company is given by the Employee;
  - (h) When an Employee utilizes a leave of absence for reasons other than those for which it was granted;
  - (i) When an Employee fails to return to work immediately after the Company has been notified by a doctor or WSIB that the employee is able to return to work;
  - (j) When an Employee receives notice of recall to work following a layoff, by telephone or by email or registered mail, and fails to advise the Company if the Employee wishes to accept the recall within twenty-four (24) hours after having received such telephone call or notice, or fails to report to work within ten (10) calendar days from the

date of advising the Company of the Employee's intent to return. Such mailing or email shall be to the last address or email address of the Employee that the Company has in its files for that Employee, and such mailings shall be deemed to have been received by the Employee.

10.05 No later than April 15<sup>th</sup> and September 15<sup>th</sup>, the Company will post seniority lists for full time Employees, regular part time Employees and casual part time Employees, and provide a copy of same to the Local Union.

The list will contain the following information for each Employee:

- Name,
- Classification,
- Employee Number,
- Bargaining Unit Seniority, expressed in terms of start date.

10.06 It shall be the responsibility of each individual Employee to ensure that their seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time the list will not be changed.

10.07 When two (2) or more Employees have the same Bargaining Unit Seniority, their position on the seniority list shall be determined by drawing the names by lot.

10.08 Upon the return to work of an Employee who has been on an authorized leave of absence because of illness or injury, the Employee will return to their former position, if the position is still available and if the Employee is capable of performing the work, otherwise the Employee will be offered, in accordance with their seniority, other available work which the Employee is capable of performing, in accordance with this Article and the duty to accommodate. These obligations shall be subject to the Employee providing satisfactory evidence of ability from a Doctor.

## ARTICLE 11 – LAY OFF AND RECALL

11.01 A Lay off under the provisions of this Agreement shall be the reduction in the number of full time Employees, regular part time Employees, or casual Employees, or any combination thereof.

11.02 If there is a reduction in the workforce anticipated to last for more than 5 consecutive days, probationary Employees in the affected classification shall be laid off first, provided remaining Employees have the qualifications and ability to perform the remaining work. The Company will comply with subsection 230(2) of the Canada Labour Code respecting notice of layoff, as it may be amended from time to time.

Section 230(2) currently provides:

*Where an employer is bound by a collective agreement that contains a provision authorizing an employee who is bound by the collective agreement and whose position becomes redundant to displace another employee on the basis of seniority, and the position of an employee who is so authorized becomes redundant, the employer shall*

- (a) Give at least two weeks' notice in writing to the trade union that is a party to the collective agreement and to the employee that the position of the employee has become redundant and post a copy of the notice in a conspicuous place within the industrial establishment in which the employee is employed; or*
- (b) Pay to any employee whose employment is terminated as a result of the redundancy of the position two weeks wages at his regular rate of wages.*

11.03 (a) For purposes of this Article 11.03, “status” means employment status as a Full Time, Regular Part Time or Casual Part Time Employee, position” means a position as set out in Article 2.03 (b) of this Agreement, and “qualified” means judged by the Company as having the

skill, ability and qualifications required to perform the duties and responsibilities for the applicable position as set out in the said Article 2.03 (b).

- (b) In the event of a surplus of Full Time, Regular Part Time, or Casual Part Time Employees with seniority in any position, and as a result a layoff of a seniority Employee(s) anticipated to last more than five (5) consecutive working days is required, the junior Full Time or Part Time Employee(s), as the case may be, will be laid off from the position first.
- (c) An Employee laid off from the position (a “Laid off Employee”) then has the right to displace the most junior Employee of the same status in another position, provided the Laid off Employee is qualified to perform the work of the junior Employee.
- (d) Only if there is no junior Employee of the same status performing work that the Laid Off Employee is qualified to perform, can the Laid Off Employee then displace the most junior Employee of a different status, provided the Laid Off Employee is qualified to perform the work of the Junior Employee.

11.04 An Employee, other than a probationary Employee, who is laid off shall have recall rights for a period equal to the Employee’s seniority at the time of layoff, to a maximum of twenty-four (24) months, from the date of the Employee’s lay-off.

11.05 The Company shall recall laid-off Employees in accordance with the principles and criteria set out in Article 11.03 above. Recall shall be made by actual personal contact or registered mail or email at the Employee’s last address on record with the Company. It shall be the Employee’s responsibility to supply the Company with the Employee’s correct and current mail and email addresses and any changes that occur.

## ARTICLE 12 – JOB POSTING

- 12.01 When the Company declares a new permanent position or a permanent vacancy in an existing classification within the bargaining unit, it shall within five (5) calendar days of declaring the vacancy, post a notice of the vacancy on the Company's Intranet at "my:porter – Our Opportunities" with a copy to the designated Union Steward. The position shall be posted on the Company's Intranet as outlined herein for a period of five (5) calendar days so that interested Employees can apply, such application to be filed with the Employee's Department Manager or designate. Employees who apply shall keep one copy of their application. It is understood that an Employee may file a written notice with the People and Culture Department and with the Employee's immediate Manager prior to going on vacation stating, in order of preference, those vacancies the Employee wishes to apply for should a position be posted during the Employee's absence. To be valid, these written notices shall be filed with the Union. An Employee may not bid to a vacant position in the same classification for the same status.
- 12.02 Where the same Position becomes vacant within thirty (30) days of it being filled, the Company reserves the right to forego re-posting and may make a hiring selection from the applications obtained in the original staffing competition as in Article 12.01. The Company shall have sixty (60) days from the closing date of the posting of the Position in which to exercise the provisions of this clause.
- 12.03 (a) Subject to the provisions of Article 12.03(b) hereof, with respect to vacancies in positions other than the Lead position, the senior applicant who, in the Company's judgment, has the qualifications and ability to immediately perform the required work will be selected.
- (b) With respect to vacancies in the Lead position, such vacancies shall be posted, but the Company shall have the right to fill such vacancies at its discretion.

(c) Only the original vacancy shall be posted. Any resulting vacancies in positions other than Lead will be filled by the senior Employee volunteering who the Company judges to be qualified. If there are no volunteers, the junior Employee the Company judges to be qualified will be assigned to the vacancy. Notwithstanding the foregoing, if the resulting vacancy is in the Lead position, such vacancy will be filled at the Company's discretion.

12.04 If there are no qualified applicants for a posted position, the Company reserves the right to fill the vacancy at its discretion, including by hiring from outside the bargaining unit.

12.05 The name of the successful applicant shall be posted on the Company's main bargaining unit Employee bulletin board.

12.06 (a) The successful applicant shall be placed on a trial for a period of thirty (30) shifts. Conditional on satisfactory service, such trial shall become permanent after thirty (30) shifts. The trial period may be extended with mutual agreement. In the event the Company determines the successful applicant is unsatisfactory during the trial period, or if the Employee finds herself unable to perform the duties of the new classification, the Employee shall be returned to the Employee's former position and wage rate, without loss of seniority or wages.

(b) Any other Employee transferred because of the rearrangement of positions shall also be returned to the Employee's former position and wage rate without loss of seniority and wages. Any unsuccessful applicants for the original posting shall then be considered in accordance with Article 12.03.

12.07 In the event the Company elects, a successful bidder may be held in their former position up to thirty (30) days.

## 12.08 **Temporary Job Postings**

A temporary vacancy in a full time position which is anticipated to exceed nine (9) months will be posted according to the foregoing procedure stating that the position is limited and shall indicate the estimated duration of the temporary vacancy. This nine (9) month limitation may be extended if such extension is mutually agreed to by the Company and the Union. Upon termination of a temporary vacancy, the Employee filling the vacancy shall be returned to the classification in which the Employee last worked, provided same exists. An Employee filling a temporary vacancy shall not bid on any other temporary position that commences before the end of the Employee's current temporary position.

## **ARTICLE 13 – HOURS OF WORK– CUSTOMER SERVICE REPRESENTATIVES**

- 13.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay or of hours of work per day, or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime, which is solely covered by Article 14.
- 13.02 (a) It is recognized that the Company operates an effectively continuous operation (close to twenty-four [24] hours per day, seven [7] days a week, three-hundred and sixty-five [365] days a year) with customer demands that vary within each day, within each week and with different times of the year. As such, the Company needs to schedule Employees to meet these demands.
- (b) The Union agrees that it will co-operate as required by the Company in respect of securing any permits or approvals that may be required to work the schedules of work set out in this Collective Agreement.



## **SHIFT SCHEDULES**

13.03 Shift Schedules will be developed by the Company as follows:

- (i) Full Time Employees
- (ii) Regular Part Time Employees
- (iii) Casual Part Time Employees

## **FULL TIME EMPLOYEES**

13.04 The standard hours of work for Full Time Employees will consist of five (5), eight (8) hour days inclusive of a thirty (30) minute unpaid meal period each day, totaling forty (40) hours per work week or when Full Time schedules operate that do not consist of five (5), eight (8) hours days per week, the standard hours of work will average forty (40) hours per week, inclusive of unpaid meal periods, over the applicable length of the shift cycle and averaging period. The number of hours worked by a Full Time Employee per day may vary, but will not be less than eight (8) hours or in excess of twelve (12) hours. The number of work days will be not less than three (3), or more than six (6), per week.

13.05 The current standard hour schedule for Full Time Employees shall average forty (40) hours per week, inclusive of unpaid meal periods, over a two (2) week averaging period.

13.06 There shall be no split Shifts unless mutually agreed otherwise between the Union and the Company.

13.07 Actual shift schedules for Full Time Employees shall be for a three month period and will be posted two (2) weeks before the start of the period. However, the Company may at its discretion adjust start times on a posted three month shift schedule based on operational, training and/or backfill requirements, with two weeks' notice. Schedules will be based on a two week averaging period.

13.08 Full Time Employees will be scheduled for two (2) consecutive days off per week.

- 13.09 Full Time Employees will bid for a particular shift schedule in accordance with seniority and qualifications as per current practice. There will be a minimum of two (2) such bids each calendar year.
- 13.10 (a) The Company shall give the Union at least three (3) weeks' notice of the desire to change the schedule, including the proposed revised schedule.
- (b) Within four (4) calendar days, management shall meet with two (2) Union officers, plus the Union staff representative if requested, to review the proposed schedule and the operational reasons for same and to consider the Union's alternative suggestions. The parties shall consider and discuss issues relating to operations, regulations, efficiency, costs, customer service, safety and Employee concerns and shall, in good faith, seek agreement.
- (c) If the Union's shift committee's schedule meets the Company's requirements, namely the work requirements and the budget and will not involve an increase in staff, overtime or additional part time hours, the schedule will be implemented. Both parties are committed to meeting the needs of the operation and the needs of the Employees. Failing agreement, the Company shall proceed with the proposed schedule which shall be deemed to be in accordance with this Agreement.

13.11 **Rest Breaks**

Full Time Employees who work a scheduled shift of eight (8) hours or more will be entitled to a fifteen (15) minute paid rest period as may be scheduled by the Company.

13.12 **Meal Periods**

Full Time Employees working a shift of more than five (5) hours shall receive a thirty (30) minute unpaid meal period.

It is recognized that occasionally due to the requirements of the service, a Full Time Employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided. If this is not possible, the Full Time Employee may elect one of the following in agreement with the Company.

- Take the meal period at some other time during the balance of the shift or
- Leave work 30 minutes prior to the end of the shift with no time debit or
- Forgo the meal period and claim an overtime credit in lieu thereof

### **REGULAR PART TIME / CASUAL PART TIME EMPLOYEES**

13.13 The following will apply in the use and employment of Regular Part Time and Casual Part Time Employees. Regular Part Time and Casual Part Time Employees may be utilized in all positions.

13.14 The normal work day for Regular Part Time Employees and Casual Part Time Employees, shall be scheduled by the Company. Shifts will be no less than four (4) hours in length and no longer than twelve (12) hours.

Regular Part Time Employees will normally be scheduled to a minimum of twenty (20) hours per week.

Casual Part Time Employees will be scheduled as required but will normally not be scheduled more than nineteen (19) hours per week.

[NOTE: – Current Regular Part Time Employees employed as of April 27, 2015 who have signed contracts of employment that provide for a minimum of twenty-four (24) hours per week will be grandfathered with that minimum hourly level continuing to apply.]

- 13.15 Regular Part Time and Casual Part Time Employee schedules will be posted two (2) weeks in advance and will be for a minimum of a twenty-eight (28) day period. However, the Company may at its discretion, adjust start times on a posted Regular Part Time and Casual Part Time shift schedule based on operational, training and/or backfill requirements with one weeks' notice.
- 13.16 Regular Part Time Employees will bid for a particular shift schedule in accordance with seniority and qualifications consistent with current practice for Full Time Employees. There will be a minimum of two (2) such bids each calendar year.
- 13.17 There shall be no split Shifts unless mutually agreed otherwise between the Union and the Company.

13.18 **Rest Breaks**

Part Time Employees who work a scheduled shift of 8 hours or more will be entitled to a fifteen (15) minute paid rest break as may be scheduled by the Company.

13.19 **Meal Periods**

Part time Employees working a shift of more than five (5) hours shall receive a thirty (30) minute unpaid meal period.

It is recognized that occasionally due to the requirements of the service, an Employee will be unable to take the meal period at the scheduled time. In such cases the meal period will be taken at a time available during the period provided. If this is not possible, the Employee may elect one of the following in agreement with the Company.

- Take the meal period at some other time during the balance of the shift or
- Leave work 30 minutes prior to the end of the shift with no time debit or
- Forgo the meal period and claim an overtime credit in lieu thereof

## **SHIFT TRADES**

- 13.20 Full Time and Part Time Employees may be entitled to exchange a scheduled shift so long as the Employee covering the shift meets the qualifications of the job. Shift trades must be agreed to and signed in advance by both parties and do not take effect unless approved in writing by the designated management personnel.
- 13.21 The Company 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 their Shift Schedule.
- 13.22 Any difficulties which are anticipated or arise from the exercise of Shift exchanges will be discussed and resolved by the District Chairperson and local management, or if necessary, will be referred to a higher level.
- 13.23 Each Employee can initiate a maximum of ten (10) Shift Trades per month. Written or electronic (via Company email or through the established Google Drive) notice shall be provided to the immediate supervisor at least forty-eight (48) hours prior to the shift being traded and such a trade shall be prohibited where the trade would result in the payment of overtime and / or qualifications not being met. The Company shall respond by the next business day. The Company and Union further agree that all Shift Trades must be reciprocal in nature, must include a date and time of when each shift will be worked and must not occur outside any posted/approved schedule.

The Union and the Company acknowledge and agree that article 14.06 of the Collective Agreement (the waiving of overtime entitlements resulting from Shift Trades), is valid and enforceable and does not violate the Canada Labour Code (the "Code") or its Regulations and is consistent with Section 7 of the Canada Labour Standards Regulations, CAN.REG.986.

Any Shift Trade must satisfy the requirements set out in Article 13.20 of the Collective Agreement and must be consistent with the provisions of Article 13.21 of the Collective Agreement.

It is understood and agreed that a Shift Trade will not be permitted if it results in any employee working in excess of sixteen (16) consecutive hours of work and or does not provide for eight (8) consecutive hours off work in any twenty-four (24) hour period, and/or one (1) day of rest in each seven (7) day period, or otherwise results in hours being worked that violate any provision of the Code or its Regulations.

It is understood that the Company has the general duty to protect the health and safety of employees (Code s.124) and any concerns regarding the health and safety effects of Shift Trades will be raised at the Labour Management Committee level with participation of the joint Health and Safety Committee. It is further understood and agreed that the Company reserves the right to refuse any Shift Trades request if, in its assessment, the Shift Trades request may undermine the health and safety of any Employee or Employees of the Company.

### **SHIFT GIVE-AWAY'S**

13.24 Full and Part Time Employees will be entitled to drop shifts provided they are picked up by a qualified Employee and so long as it does not result in overtime and/or qualifications not being met. No Employee will be allowed to drop more than six (6) shifts per month. Shift drops will not take effect unless approved electronically via Company email or through the established Google Drive or in writing by the designated management personnel. Shifts picked up will be paid at the rate of the Employee who is picking up the shift.

Written notice shall be provided to the immediate supervisor at least forty-eight (48) hours prior to the shift being dropped. The Company shall respond by the next business day.

The Union and the Company acknowledge and agree that article 14.06 of the Collective Agreement (the waiving of overtime entitlements resulting from shift exchanges or other personal arrangements, including shift drops and pick-ups), is valid and enforceable and does not violate the Canada Labour code (the “Code”) or its Regulations and is consistent with Section 7 of the Canada Labour Standards Regulations, CAN. REG .986.

Any shift drop or pick-up must satisfy the requirements set out in Article 13.20 of the Collective Agreement and must be consistent with the provisions of Article 13.21 of the Collective Agreement.

It is understood and agreed that a shift pick-up will not be permitted if it results in an Employee working in excess of sixteen (16) consecutive hours of work, and/or does not provide for eight (8) consecutive hours off work in any twenty-four (24) hour period, and/or one (1) day of rest in each seven (7) day period, or otherwise results in hours being worked that violate any provision of the Code or its Regulations.

It is understood that the Company has the general duty to protect the health and safety of Employees (Code s.124) and any concerns regarding the health and safety effects of shift drops or pick-ups will be raised at the Labour Management Committee level with participation of the Joint Health and Safety Committee. It is further understood and agreed that the Company reserves the right to refuse any shift drop or pick-up request if, in its assessment, the shift drop or pick-up request may undermine the health and safety of any Employee or Employees of the Company.

### **TIME RECORDS**

13.25 Accurate records of hours of work and overtime will be maintained for each Employee which will be made available on request to the Employee and to the Union Representative if the Employee so wishes.

## **TIME OFF FOR THE SHIFT COMMITTEE**

13.26 The Company and the Union agree that a Shift Committee will be struck, consisting of two (2) Union representatives and three (3) Company representatives. The Shift Committee may request a meeting with the Company to review scheduling / staffing concerns not less than two (2) times annually, and more often as may be agreed by the Shift Committee members. The Shift Committee may suggest an alternate schedule. Should the Shift Committee's schedule meet the Company's cost, manpower and scheduling requirements (as determined by the Company), it shall be implemented. Failing a suitable alternative, acceptable to the Company, the Company's schedule will be maintained.

## **ARTICLE 14 – OVERTIME AND ADDITIONAL HOURS OF WORK**

### **Additional Hours of Work Defined**

- 14.01 All time worked outside an Employee's scheduled work day or workweek shall be considered as additional hours of work under Article 14.
- 14.02 (a) Overtime and additional hours of work shall be voluntary except where the Company determines that operational requirements dictate. The Company may, but shall not be required to, assign additional hours of work to Part Time Employees for whom the additional hours would not result in overtime.
- (b) Overtime and additional hours required of Full Time Employees and which are not satisfied by volunteers or by assignment to Part Time Employees shall be assigned in reverse order of seniority of Full Time Employees at work on the shift, who have the necessary skills, experience, ability and credentials.
- (c) If more persons are required than are presently at work on the shift, the Company may offer the work without restriction. If there are no volunteers, the most junior



qualified Employee available within the Company's time requirement for whom the full additional hours would not result in overtime may be required to work.

(d) The Company may, but shall not be required to offer the additional hours to an Employee if such additional hours would result in overtime, considering the Employee's schedule and hours already worked in the pay period.

(e) **Overtime:**

Subject to paragraphs (a) through (d) above, the Company shall endeavor to distribute overtime opportunities fairly. This shall not require any particular equality over any identifiable time period and shall not give rise to any claim for pay for time not worked. If the Union feels that the distribution is unfair it shall identify the situation(s) and the parties agree to seek a resolution through the Labour/Management process.

14.03 For Full Time Employees, time and one half (1.5) the Employee's base hourly rate shall be paid for all hours worked in excess of 80 hours during one payroll period. The Full Time Employee will be paid for all hours worked in excess of his/her hours scheduled for the day in the following circumstances:

(a) If a Full Time Employee works more than his/her normal hours in a day but does not work in excess of 80 hours during one payroll period because the Company has reduced her scheduled hours; OR

(b) Because the start of his/her next scheduled shift is delayed to allow at least 8 hours between the two work periods.

14.04 For Part Time Employees, time and one half (1.5) the Part Time Employee's base hourly rate shall be paid for all hours worked in excess of forty (40) hours in any work week.

- 14.05 Premiums will not be paid more than once for the same hours of work and there shall be no pyramiding or other duplication of overtime and/or other premium pay benefits.
- 14.06 Notwithstanding the foregoing provisions, no overtime shall be paid for hours worked in excess of the Employee's regularly scheduled hours in a work day or work week because of shift exchanges or personal arrangements between employees.
- 14.07 **Overtime Banks**
- Employees may at their option "bank" overtime hours for the purpose of taking paid time off according to the following:
- (a) Banking will be on the basis of one and one half hours (1.5 hours) banked for each overtime hour worked;
  - (b) The maximum number of banked overtime hours is 40 (40 x 1.5 = 60 hours) at any given time. The banked balance will be itemized on each pay statement.
  - (c) Notwithstanding any provisions of the Collective Agreement to the contrary:
    - i. payment of hours out of the overtime bank will be at the Employee's same regular rate of pay that applied at the time the hours being paid out were earned and put into the bank; and
    - ii. banked hours that are taken out as paid time will be paid at the Employee's same regular rate of pay that applied at the time the hours now taken out and being paid were earned and put into the bank;.
  - (d) Banked hours may be taken as paid time off at a time mutually agreeable to the Company and the Employee having regard to the Company's operational requirements. Time off from an Employee's bank will not be taken if doing so would require the Company to pay overtime rates;

- (e) Time off requests must be given to the Company at least one month prior to the date(s) for which time off is being requested. Requests will be considered in order of seniority amongst those Employees with their request on file when the time off is considered.

**14.08 Reporting Pay**

An Employee who reports for work on their scheduled shift, whether it is a scheduled regular shift or a scheduled overtime shift, and who has not been notified not to report to work (except an Employee returning from an authorized leave of absence) and who:

- (a) Is sent home because no work of any kind is available, shall be paid an amount equal to three (3) hours pay at his/her base wage rate;
- (b) Is offered alternative work, will be paid at his/her base hourly wage rate for three (3) hours or such lesser time as the Employee requests and is agreeable to management.

**ARTICLE 15 – HOLIDAYS**

15.01 The Company recognizes the following holidays for Full Time Employees:

New Year's Day	Civic Holiday (1 <sup>st</sup> Monday in August)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	

15.02 Notwithstanding the foregoing, if during the term of this Collective Agreement, the Company is required to recognize Remembrance Day as a holiday with pay for Full Time Employees, it is agreed that the Remembrance Day holiday will replace the Civic Holiday, and the number of paid holidays for Full Time Employees will remain at nine (9).

- 15.03 All Employees who qualify for holiday pay under the *Canada Labour Code*, and who work on the holiday, will receive a payment at a rate at least equal to one and one-half (1 ½) times their regular rate of wages for the time that the Employee worked on that day
- 15.04 If the holiday falls on a regular day off for a Full Time Employee who qualifies for the holiday pay under the *Canada Labour Code*, the Employee will receive either another day off within three (3) months of the holiday, if the Company determines that this is operationally feasible, or a normal day's pay.
- 15.05 If a holiday falls during a Full Time Employee's vacation, it will be considered a holiday and the Employee will be granted another holiday as mutually agreed. If no mutual agreement, then the holiday pay will be paid out.
- 15.06 Holiday pay entitlement for Casual Part Time Employees shall be in accordance with the *Canada Labour Code*.

## **ARTICLE 16 – VACATION**

- 16.01 For the purposes of vacation entitlement only, service shall be defined as an Employee's length of continuous uninterrupted service as an Employee with the Company.

### **Full Time Employees**

- 16.02 Full Time Employees will be granted vacation in any year in accordance with current practice and as follows:

Less than 1 year as at December 31<sup>st</sup>

0.83 days per month of service to a maximum of 2 pay period weeks and a maximum of 80 hours

1 year to less than 4 years

10 days to a maximum of 2 pay period weeks and a maximum of 80 hours

4 years to less than 10 years

15 days to a maximum of 3 pay period weeks and a maximum of 120 hours

10 years or more

20 days to a maximum of 4 pay period weeks and a maximum of 160 hours

16.03 Full Time Employees will receive vacation pay which is equivalent to a percentage of their gross earnings, based on the following, and in accordance with current accrual practices:

Less than 4 years of service – 4%

4 years of service to less than 10 years of service – 6%

10 years of service or more – 8%

Vacation pay shall be provided to Full Time Employees at the time they take vacation, so that regular base wages are provided through the period of vacation taken, notwithstanding that such vacation pay may not yet be earned by the Full Time Employee at the time the vacation is taken, and on the assumption that a full year of active service will be worked by such Full Time Employee.

On the last pay for the calendar year, a Reconciliation will be undertaken by the Company as regards vacation pay entitlement as follows:

- (a) Any Full Time Employee who is entitled to additional vacation pay not yet received for the calendar year based on their applicable percentage of gross earnings for the calendar year, will receive the additional vacation pay amount owing as part of this last pay;
- (b) Any Full Time Employee who has been overpaid the vacation pay to which he or she is entitled for the calendar year, for example due to absence in the calendar year, will have the amount of such overpayment deducted from this last pay for the calendar year. However, should such

deduction exceed 20% of the Full Time Employee's gross pay for that pay period, the overpayment will be spread out over successive pay periods so that no more than 20% of gross pay will be deducted in any pay.

16.04 Vacation scheduling for Full Time Employees shall be governed by the following:

- (a) The Company shall determine the number of Full time Employees who may be on vacation at any time from each work function.
- (b) Employees are eligible to bid for their preferred vacation week(s) once per year prior to the stated deadline which shall be during the month of November unless otherwise agreed.
- (c) Employees with greater seniority shall have preference for vacation weeks if bid prior to the stated deadline. An Employee entitled to more than 2 weeks' vacation in a year may bid the remainder in individual days to the maximum number of her normal working days in a week.
- (d) All vacation weeks to which an Employee is entitled shall be bid prior to the stated deadline except as in (f).
- (e) If there are conflicting bids, the senior Employee shall be limited to 2 weeks during the period of conflict.
- (f) Vacation entitlement not bid by the bid deadline shall be assigned by the Company.
- (g) The Company shall post the vacation schedule not more than 3 weeks after the bid deadline.

16.05 All vacation earned must be taken in each calendar year and may not be carried forward into the next calendar year.

16.06 Full Time Employees may elect to convert the nine (9) paid holidays into nine (9) vacation days. Such conversion must include all nine (9) such paid holidays. In addition, any Full

Time Employee with one (1) day or more of banked overtime pursuant to Article 14.07 that equates in value to one (1) day of vacation or more, may also convert such banked time equivalent in value to a vacation day, into a vacation day, provided this conversion takes place at the same time as the election to convert the nine (9) paid holidays into vacation days.

Full Time Employees must advise the Company, in writing, no later than October 1st of the previous year, of their election to enroll in the option to convert the nine (9) paid holidays (and potentially one (1) day of banked overtime) into vacation days.

The nine (9), or ten (10), as the case may be, additional vacation days resulting from the conversion will be bid on during the vacation scheduling bidding process in November, and immediately following the bid and allocations for regular annual vacation. Like any other vacation days, these nine (9) or ten (10), as the case may be, additional vacation days must be taken during the following calendar year.

For all Full Time Employees enrolling in the option to convert the nine (9) paid holidays into vacation days, all paid holidays for such Full Time Employees will be treated as a normal working day. Therefore, any reference to holiday pay and any other holiday pay provisions will not apply.

A Full Time Employee who converts the nine (9) paid holidays into vacation days and takes these converted days as vacation, before year end will be subject to the following repayment conditions. If later in the same year, such Full Time Employee would not qualify for any paid holiday or holidays for any reason, he or she will be required to repay an amount equal to the holiday pay for such paid holidays that they would not qualify for. Such repayment will be deducted from the last pay of the calendar year. However, should such deduction exceed 20% of the Full Time Employee's gross pay for that pay period, the overpayment will be spread out over successive pay periods

so that no more than 20% of gross pay will be deducted in any pay period.

Full Time Employees who elect not to convert the nine (9) paid holidays into vacation days will maintain the nine (9) paid holidays.

### **Part Time Employees**

- 16.07 (a) Part Time Employees will be paid vacation pay in accordance with current practice and as follows:
- Less than 4 years of service – 4% of gross earnings
  - 4 years of service to less than 10 years of service – 6% of gross earnings
  - 10 years of service or more – 8% of gross earnings
- (b) Vacation pay for Part Time Employees shall be paid with such Employees' bi-weekly pay as a percentage of that pay at the applicable percentage rate. However, at the Part Time Employees' option, vacation pay will be paid at the time vacation time entitlements is taken in proportion to the amount of their year's vacation entitlement.
- (c) Part Time Employees will receive vacation time in accordance with the requirements of the Canada Labour Code.
- 16.08 Vacation scheduling for Part Time Employees shall be governed by the following:
- (a) The Company shall determine the number of Part Time Employees who may be on vacation at any time from each work function.
  - (b) Employees are eligible to bid for their preferred vacation week(s) once per year prior to the stated deadline which shall be during the month of November unless otherwise agreed.



- (c) Employees with greater seniority shall have preference for vacation weeks if bid prior to the stated deadline. An Employee entitled to more than 2 weeks' vacation in a year may bid the remainder in individual days to the maximum number of her normal working days in a week.
- (d) All vacation weeks to which an Employee is entitled shall be bid prior to the stated deadline except as in (f).
- (e) If there are conflicting bids, the senior Employee shall be limited to 2 weeks during the period of conflict.
- (f) Vacation entitlement not bid by the bid deadline shall be assigned by the Company.
- (g) The Company shall post the vacation schedule not more than 3 weeks after the bid deadline.

### **All Employees**

16.09 The Company will guarantee that at least one (1) vacation slot will be made available for Employees in the bargaining unit in every week of the calendar year.

## **ARTICLE 17 – BEREAVEMENT LEAVE AND JURY DUTY LEAVE**

### **17.01 Bereavement Leave**

- (a) Three (3) consecutive working days paid leave will be provided to Full Time Employees who have completed three (3) full months of continuous, active employment, for the purpose of making arrangements, organizing family affairs, and attending the funeral upon a death in the immediate family.
- (b) Bereavement leave for an immediate family member is arranged by notifying the Employee's supervisor.
- (c) Immediate family includes spouse, (including common-law partner), children, children of the Employee's spouse,

parent or guardian, the father and mother of the spouse of the Employee, grandparent, grandchild, brothers and sisters. “Partner” includes same sex partner.

- (d) If additional time off is needed, the Employee’s supervisor, at their sole discretion may grant additional unpaid time off.
- (e) Full time Employees may be granted time off for the death of an individual who was not a member of the Employee’s immediate family (i.e. In-law, Aunt, Uncle, Niece, Nephew...). Such leave is unpaid and at the sole discretion of the Employee’s supervisor. An Employee may substitute a vacation day(s) in place of the unpaid leave.

#### **17.02 Jury Duty and Crown Witness Leave**

Employees who are subpoenaed to serve as a juror or appear as a crown witness will be granted leave for that purpose. If any compensation received is less than the Employee’s regular rate of pay for the duration of the leave period, the Company will reimburse the difference to the Employee, up to a maximum of one month of leave.

#### **17.03 Compassionate Leave**

Compassionate Leave (excluding Bereavement Leave) may be granted, in the Company’s discretion, depending on the nature of the circumstances. Such leave may be with or without pay, as determined by the Company. The Company agrees that requests for unpaid compassionate leave will not be unreasonably denied.

### **ARTICLE 18 – HEALTH AND WELFARE INSURANCE**

18.01 Full Time Employees and Regular Part Time Employees shall be entitled after 3 continuous months’ employment to participate in the Porter insured benefit plan for regular employees. That plan, including eligibility and cost sharing,

does not form part of this Agreement and may be amended from time to time as amended for other Company employees.

18.02 Eligibility per plan booklets as at September 10, 2012, which do not form part of this Agreement.

- PT at least 15 hrs per week, 3 months of employment
- FT at least 20 hrs per week, 3 months of employment

For existing Full Time Employees hired before the date of ratification of this Collective Agreement and effective April 27, 2019 – such Full Time Employees to pay 35% of the premium cost for all benefits, the Company to pay 65%. Full Time Employees are eligible for Drug coverage, Extended Health Care, Dental Care, STD/LTD, Basic Member Life and AD&D, Dependent Life and EAP.

Full Time Employees hired after the date of ratification will pay 50% of the premium cost for all benefits listed above, with the Company paying the other 50%. However, and notwithstanding the foregoing, Full Time Employees hired during the term of this Collective Agreement will only pay 50% of the premium cost for such benefits for the life of this Collective Agreement, following which they will pay 35% of such premium costs, with the Company paying the other 65%.

Full Time Employees are eligible for Optional Life and Spousal Optional Life, 100% Employee paid.

With respect to Part Time Employees, Regular Part Time Employees are eligible to participate in a benefit program designed for Part Time Employees. The Part Time Employee pays 80% of the premium cost and the Company pays 20% of the premium cost. Regular Part Time Employees are eligible for Basic Member Life and AD&D, Extended Health Care and drug coverage only.

Casual Part Time Employees shall not be entitled to health and welfare benefit coverage.

## **ARTICLE 19 – LEAVE OF ABSENCE**

### **19.01 Voluntary Leave of Absence**

- (a) Voluntary Leave of Absence – When the requirements of the Company permit, an Employee upon written request through the Employee’s immediate supervisor may be granted a voluntary leave of absence for up to twelve (12) months without pay for legitimate personal reasons. Except in case of emergency, written requests for voluntary leave of absence must be submitted at least one month in advance of the requested leave.

It is understood and agreed that during the leave of absence period:

- i. Service will not continue to accrue for purposes of progression through the Appendix “A” progression scale;
  - ii. Benefit coverage will be suspended for the period of the leave of absence unless the Employee taking the leave agrees to pay the full cost of premiums for benefit coverage for the leave period in advance; and
  - iii. Seniority will continue to accrue through the leave of absence period.
- (b) The granting of leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those outstanding at the time of granting.
- (c) The seniority of an Employee will continue to accrue during the full period of the leave.

### **19.02 Union Business Leave of Absence**

- (a) 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 without pay for that purpose in accordance with the following:

- (b) The number of Employees granted a Union leave will not exceed one (1) at any time unless another Employee is elected to the office of President, in which case the number will not exceed two (2).
- (c) The Union will advise the Company, in writing, of the name of such Employee, the term of the leave and the purpose, at least fourteen (14) days in advance of the scheduled commencement of the leave.
- (d) The Employee's participation in Employee benefit plans with the exception of short term/long term disability will continue. The Union will repay the Company for the normal Company costs incurred in Employee benefit plans and the Employee will continue to pay the Employee's contributions to the Company.
- (e) The Employee will continue to accrue Company and Union seniority while on Union leave.

## **ARTICLE 20 – MATERNITY AND PARENTAL LEAVE**

20.01 Maternity, Parental Leave, Compassionate Care Leave and Leave Related to Critical Illness shall be in accordance with the *Canada Labour Code*.

20.02 **Paternity Leave** – Upon request, a male full time Employee will be granted one (1) day with pay of paternity leave at the time of the birth or adoption of his child.

## **ARTICLE 21 – BULLETIN BOARDS**

21.01 The Company will provide a lockable, glass covered bulletin board for the use of the Union. Any notices posted shall bear the signature of a Union officer or representative and a copy will be provided to the Company.

## **ARTICLE 22 – HEALTH AND SAFETY**

- 22.01 Health and Safety – The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important and all Employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and Employees in matters related to occupational health and safety.
- 22.02 A Health and Safety Committee, consisting of two (2) members appointed by the Company and two (2) members appointed by the Union will be established in the base. The Committee will meet as required to fulfil the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of Employees.
- 22.03 With advance notice and permission from the Company, the Local Union National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement, provided there is no interference with work required to be done by staff and provided there is no disruption to Company operations.
- 22.04 In the event that the Employees are required by the Company to wear protective clothing (excluding footwear), safety equipment and other protective devices the Company determines to be necessary, Employees will be provided with such protective clothing, equipment or devices at Company expense. Further, such clothing, equipment and devices will be maintained and replaced, where necessary, at Company expense, except in cases of misuse by Employees, where Employee reimbursement may be required. Employees will be required to use any such items as directed by the Company.

## ARTICLE 23 – UNIFORMS

Bargaining Unit Employees, upon joining the Company, will be given a set amount of uniform pieces as described below.

ITEM	Points	FT CSR Male	PT & Casual CSR/CSA Male	FT CSR Female	PT & Casual CSR/CSA Female
Blazer Men	203	2	1		
Crew Pants – Men	96	4	3		
Raincoat/Trench – Unisex	65	1	1		
Winter Parka – Men (1 every 3 years)	200*	1	1		
Winter Parka – Ladies (1 every 3 years)	200*			1	1
Sweaters	47	1	1	1	1
Ties – Men	25	2	2		
Winter scarfs	12	1	1	1	1
Belts	18	1	1	1	1
S/S WHITE PILOT SHIRTS MEN	32	1	1		
L/S WHITE PILOT SHIRTS MEN	32	3	2		
Silk Scarfs – Women	11			2	2
BLAZER – Women	175			2	1
CREW PANTS – Women	84			3	2
SKIRTS – Women	71			1	1
CSR COAT – Women	32			1	1
L/S WHITE FA , CSR SHIRTS WOMEN	32			3	2
S/S WHITE FA,CSR SHIRTS WOMEN	15			1	1
Name Badge	11	1	1	1	1

\* Winter Parkas will be provided once every three (3) years without deduction of point allocation. Additional parkas beyond the three (3) year allotment can be purchased at the indicated number of points or at the Employee's expense

After this initial allotment is given, Employees will be supplied with a point allowance as set out in the table below and at the time indicated, with which to purchase further items as needed. Point allotments follow a 36 month cycle starting on the first anniversary of the Employee's date of hire as set out in the table below. At the end of 36 months the cycle resets.

**Point Allotments:**

Group	1 Year Anniversary	2 Year Anniversary	3 Year Anniversary
FT CSR Male	146	146	1013
PT CSR Male	146	146	714
FT CSR Female	107	107	839
PT CSR Female	107	107	598

Employees must wear Company supplied uniform items at all times, and substitutes or alternatives are not permitted. Further, uniform items must not be defaced. Any items that are defaced will be replaced at the Employee's expense.

With respect to Employees hired after the date of ratification, uniforms to be provided to such Employees at no cost. However, any such newly hired Employee who resigns from employment within the first year shall be required to repay to the Company one-half (1/2) the cost of the initial uniform allotment. The Company may deduct such cost from wages owing at the time of resignation.

**ARTICLE 24 – PAID SICK LEAVE FULL TIME**

- (a) A Full Time Employee absent from work due to an illness or injury (other than an illness or injury covered by Workplace Safety and Insurance) will be allowed sick leave with pay as outlined in the following:



- (b) A Full Time Employee who has successfully completed his/her probationary period will be credited with forty (40) hours sick leave credits per calendar year, prorated in the first year of employment.
- (c) Paid Sick Leave hours must be taken in full shift increments and are compensated on the basis of eight (8) hours per day.
- (d) Unused sick leave hours from each calendar year cannot be cashed out or carried over from one year to the next.
- (e) Accrued sick leave credits will be reduced when an Employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence except that Employees will be entitled to elect to defer the commencement of disability insurance benefits until all of their accrued sick leave credits are exhausted.
- (f) The applicable pay for sick leave will be the Employee's regular rate of pay in effect at the time the sick leave is taken.
- (g) Paid sick leave is for the sole and only purpose of protecting the Employee against loss of income while s/he is legitimately ill or injured. Any Employee using these provisions for any other reason may be subject to discipline up to and including discharge.
- (h) Paid Sick Leave benefits are not paid if the illness or injury:
  - (i) is covered by WSIB;
  - (ii) occurs during leave of absence, holiday, or paid vacation;
  - (iii) Occurs during a period in which the Employee is entitled to STD, or LTD.
- (i) Regular Part Time Employees and Casual Part Time Employees are not entitled to Paid Sick leave.

## **ARTICLE 25 – ATTENDANCE MANAGEMENT**

25.01 The Company and the Union agree, that the Company's current Attendance Policy applicable to all Porter hourly employees will remain in force and effect for the life of this Collective Agreement except as it may be amended from time to time.

## **ARTICLE 26 – UNION REPRESENTATION**

- 26.01 The District Chair, Vice-Chairs, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first obtaining permission from their supervisor or her designated representative. Permission to attend to legitimate Union business for a reasonable period of time will only be denied for legitimate business reasons. The Union Staff Representative shall be granted admission to the Company's premises to interview individual Employees, after calling in advance and receiving permission from the Company with the understanding that there will be no interruption in operations. The Union agrees that such interviews will, where possible, be either immediately before or immediately after the Employee's shift or during the Employee's break.
- 26.02 When the District Chair, a Vice-Chair or Union Officer, leaves their work within their scheduled shift with permission to attend to Union business in the workplace, their pay will be at the Employee's normal straight time hourly rate of pay.
- 26.03 The Union may elect or appoint a District Chair and may elect or appoint one Vice-Chair for every fifty (50) bargaining unit Employees that are actively employed in the bargaining unit to assist Employees in the preparation and presentation of grievances.
- 26.04 The Union will advise the Company in writing of the names of its elected or appointed representatives.

- 26.05 (a) When negotiating the renewal of this Agreement, the Company will initially absorb the cost of the scheduled regular time lost by Employee members of the Union bargaining committee. The Local Union will then be billed for the cost of the time off, except in those cases where the Company has agreed to absorb the cost. In either case, the Employees involved will not be debited regular scheduled hours or removed from the payroll.
- (b) For meetings, other than renewal negotiations meetings, involving the Company and the Union, the Company will absorb the cost of the scheduled regular time lost by Employees attending who are Union members and representatives.
- 26.06 The District Chair or designate will be allocated one (1) hour of time to be scheduled by the Company during the initial training of new Employees in order to familiarize the newly hired Employees as a group with the Union and the Collective Agreement. Provided the meeting is scheduled on the District Chair's regular shift, the one (1) hour of time of the District Chair will be paid time.
- 26.07 The parties agree that there shall be no Union meetings or other Union activity on Company premises or during Company time without the express written permission of the Company.

## **ARTICLE 27 – UNION MANAGEMENT RELATIONS**

- 27.01 **Union/Management Meetings** – It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between Employees and the Company and the establishment of mutual confidence and trust. To this end, joint meetings will be held on a quarterly basis, or more often as may be agreed between the Company and the Union, between Management and not more than two (2) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of

improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of Employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

- 27.02 **Letters of Understanding** – Any Letter of Understanding negotiated between the Company and the Union will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

## **ARTICLE 28 – GENERAL**

### 28.01 **No Other Agreements**

No Employee shall be required or permitted to make a written or verbal agreement with the Company, or the Employee's representatives, which conflicts with the terms of this Agreement. The Union acknowledges that Employees may be required to sign to acknowledge receipt of documents and may be required to sign certain agreements which do not conflict with the terms of this Agreement including but not limited to confidentiality, returns of equipment, completion of training and passwords.

- 28.02 Employees must file their address and telephone number with the Company, and may also file their email address if they wish to receive notifications by email. Employees are responsible for keeping their addresses and telephone numbers current, and must notify the Company of any changes, in writing, immediately after they are made.

- 26.03 **Copies of Agreement** – As soon as practical, the Company and Union will prepare a final draft of this Agreement, will agree upon the arrangements necessary for its printing at a union shop and the distribution of the printed Agreement. The cost of printing will be shared equally between the Company and the

Union. All Employees and all levels of management concerned will be given a copy of the printed Agreement.

## **ARTICLE 29 – RATES OF PAY**

29.01 Wages and positions will be set out in Appendix “A”

- (a) All Employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such Employees to a day not more than fourteen (14) days prior to the day of payment. Payment shall be by direct deposit.
- (b) The Company shall make available to every Employee covered by this Agreement on each pay day, an itemized statement in respect to all wage payments to such Employee. Such statement shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.

29.02 The Company may, at its discretion, commence a new Employee at any rate on the applicable wage scale based on his/her experience; no Employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.

29.03 Recovery of pay arrears will be limited to those arrears which occurred during the eighteen (18) calendar month period immediately preceding the discovery of the error. Recovery by the Company of pay overpayments that have been made will similarly be limited to those overpayments which occurred during the eighteen (18) calendar month period immediately preceding the Company’s discovery of the error.

## **ARTICLE 30 – TECHNOLOGICAL CHANGE AND TRAINING**

30.01 (a) The parties recognize that technological change must continue to occur regularly to meet both customer and

regulatory requirements, health and safety, service reliability and efficiency. In the event of proposed technological change including, but not limited to, the introduction of data processing equipment, computers, computer software or automated equipment of any sort, the Company will identify the changes to Employees and agrees, if requested, to meet within one month thereafter with the Union to discuss such changes and the concerns of Employees about the effect on their jobs.

- (b) Notwithstanding the provisions of Article 30.01 (a) above, the Company agrees that with respect to any technological change that it initiates that is expected to result in a permanent reduction in bargaining unit Employees, it will provide at least sixty (60) calendar days written advance notice to the Union and will meet with the Union in the said sixty (60) calendar day notice period to review and discuss the reductions expected. It is further understood and agreed that if the technological change is not initiated by the Company, but is as a result of statutory or regulatory change or direction, the said sixty (60) calendar day written notice requirement will not apply.
- (c) No additional Employees shall be hired by the Company to accommodate the technological change until Employees who have the necessary basic skills have had reasonable training to retain their employment.
- (d) After that, if there is still a need to add additional active Employees to perform the work affected by the technological change and there are Employees on lay-off, they will be notified of the proposed technological change and those Employees in sequence of their recall entitlement and to a total of the number of additional Employees required, will, provided they have the basic necessary skills, be provided a reasonable training period to acquire the necessary skills to facilitate their recall to active employment.

- (e) In no case shall the Company be required to provide such training if that would result in an unreasonable delay in the implementation of the technological change.

30.02 On-the-job training required by the Company or as in Article 30.01 shall:

- (i) Be provided during the hours of work, wherever possible and the cost shall be borne by the Company.
- (ii) If training due to technological change occurs outside of working hours it shall be considered time worked and compensated as required by the terms of this Agreement.
- (iii) There shall be no reduction in wage or salary rates and benefits during the training period.
- (iv) Employees becoming redundant due to technological changes shall be laid off in accordance with Article. 11.
- (v) The parties agree that this Article, together with the other provisions of this Agreement satisfy section 51(2) of the *Canada Labour Code*, and as a result, sections 52, 54 and 55 of the *Canada Labour Code* do not apply to either the Company or the Union during the term of this Agreement.

## **ARTICLE 31 – DOMESTIC VIOLENCE**

31.01 The Company recognizes that Employees may sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the parties agree that when there is adequate verification from a duly qualified medical professional, an Employee who is in an abusive or violent personal situation will not be subject to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This Article is subject to a standard of good faith on the part of the Company, the Union and affected Employees, and will not be utilized by

the Union or Employees to subvert the application of otherwise appropriate disciplinary measures.

In addition, and aside from issues involving discipline, when there is adequate verification from a recognized professional (i.e. Doctor, Lawyer, Professional Counselor), the Company agrees to give full and fair consideration to requests from an Employee who is in an abusive or violent personal situation for workplace supports to help ensure the Employee's safety and wellbeing.

**ARTICLE 32 – DURATION OF AGREEMENT**

32.01 The term of this Agreement shall be from April 27, 2018 to and including April 26, 2022. Following the completion of this term, this Agreement shall remain binding for a period of one (1) year unless either party gives to the other written notice of its intention to amend the Agreement. Such notice will be given within the last ninety (90) days prior to the expiry of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
FOR THE UNION  
\_\_\_\_\_

\_\_\_\_\_  
FOR THE COMPANY  
\_\_\_\_\_



**APPENDIX “A”  
WAGES AND POSITIONS – PROGRESSION SCALE  
EFFECTIVE ON DATE OF RATIFICATION**

One scale for all Employees, both those hired prior to date of ratification and those hired after, effective on the date of ratification as follows:

<b>CUSTOMER SERVICE AMBASSADOR</b>		
<b>Year of Employment</b>	<b>YR 1</b>	<b>YR 2</b>
Position Wage Rate Per Hour	14.25	14.35

<b>CUSTOMER SERVICE REPRESENTATIVE</b>								
<b>Year of Employment</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6</b>	<b>YR 7</b>	<b>YR 8</b>
Position Wage Rate Per Hour	15.00	15.25	15.50	15.65	16.15	17.65	18.15	18.65

Note: Employees who were hired prior to ratification of the 2015 Collective Agreement are eligible for \$16.30 at YR 5.

<b>LEAD CUSTOMER SERVICE REPRESENTATIVES</b>								
<b>Year of Employment</b>	<b>YR 1</b>	<b>YR 2</b>	<b>YR 3</b>	<b>YR 4</b>	<b>YR 5</b>	<b>YR 6</b>	<b>YR 7</b>	<b>YR 8</b>
Position Wage Rate Per Hour	17.50	17.75	18.00	18.15	18.65	20.15	20.70	21.50

Note: Rate changes effective on the first day of the next year of employment.

All Customer Service Ambassadors, Customer Service Representatives and Lead Customer Service Representatives who have completed more than three (3) years of service as at the date of ratification, and who are actively employed as at the date of ratification, will receive a lump sum payment in lieu of retroactivity equal to 2% times regular base earnings from April 27, 2018 to the date of ratification, less deductions required by law, payable within thirty (30) days after the date of ratification.

All Customer Service Ambassadors, Customer Service Representatives and Lead Customer Service Representatives who have not completed more than three (3) years of service as at the date of ratification and who are actively employed as of that date will receive a lump sum payment in lieu of retroactivity in the amount of 2% times regular base earnings between January 1, 2019 and the date of ratification. Same timing of payment as for those with more than three (3) years of service.

Effective in the second year of the Collective Agreement – 1.8% wage increase, across the board.

Effective in the third year of the Collective Agreement – 1.8% wage increase, across the board.

Effective in the fourth year of the Collective Agreement – 2.5% wage increase, across the board

Premium for Customer Service Representatives relieving for temporary periods in a Lead Customer Service Representative position – premium equal to \$2.50 per hour – not part of base wage rate.

Customer Service Ambassadors who are promoted to Customer Service Representative will commence employment as a Customer Service Representative at \$15.00 per hour and will then follow the Progression Scale for Customer Service Representatives.

**APPENDIX “B”**  
**PAID EDUCATION LEAVE**

The Company agrees to pay the Union an amount of five hundred dollars (\$500) per year, in each year of this Agreement, to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be sent by the Company to the following address:

Unifor Paid Education Leave Program  
205 Placer Court  
Toronto, ON M2H 3H9

**APPENDIX “C”  
SOCIAL JUSTICE FUND**

The Company agrees to pay into a special fund, five hundred dollars (\$500) per year in each year of this Agreement, for the Union Social Justice Fund. Payments will be made on a yearly basis, within thirty (30) days of the anniversary date of this Agreement. Such contributions shall be sent by the Company to the following address:

Unifor Social Justice Fund  
205 Placer Court  
Toronto, ON M2H 3H9

Cheques shall be made payable to the Unifor Justice Fund

# MEMORANDUM OF UNDERSTANDING

BETWEEN:

PORTER AIRLINES INC.  
(Hereinafter referred to as the “Employer”)

And

UNIFOR  
(Hereinafter referred to as the “Union”)

## EXPEDITED ARBITRATION

### A. OVERVIEW AND OBJECTIVES

The joint UNIFOR – PORTER Expedited Arbitration Trial Project is designed to build on positive developments between the two organizations.

The underpinnings of the Project are the joint recognition, that the effective and timely administration of the Collective Agreement between UNIFOR and PORTER AIRLINES can be a positive tool to achieve the goals of both organizations. Enhanced Problem Solving initiatives can facilitate timely and effective contract administration.

Enhanced problem solving can be part of every organizational culture. Effective problem solving is a best practice that can be contagious. It is widely found to be the underpinning of most productive organizations. When applied early in the grievance process, through mediation it allows organizations the opportunity to shape their own solutions rather than have decisions made by an arbitrator. With that in mind the parties will commit to a two year Expedited Arbitration Trial Project as set out below.

B. MEDIATION – ARBITRATION PROCESS

Notwithstanding the provisions of Article 7 of the Collective Agreement, the Employer and the Union may mutually agree to refer a grievance to the Mediation-Arbitration Process set out herein. Any grievance that the parties do not agree to refer to this Process will be dealt with in accordance with Article 7 of the Collective Agreement.

C. ISSUES IN DISPUTE

The Union will forward a brief summary of its case identifying particulars and any reliance authorities to the Employer and the arbitrator at least ten (10) calendar days in advance of the scheduled date of the mediation – arbitration. The Employer will respond in kind within five (5) calendar days of receipt of the Union’s summary. In reverse onus situations, the Employer will provide its brief first and the above timelines shall apply.

D. MEDIATION

1. The mediation process is confidential and without prejudice. Confidentiality relates to any submissions, offers and settlement discussions between the parties and their representatives in the mediation process. The mediator may not discuss outside the mediation process any information disclosed in the course of the mediation.
2. The mediation sessions are settlement negotiations and are inadmissible in any litigation, save as may be agreed to in Section “E” hereof. Neither party will require the mediator to testify or produce records or notes in any further proceedings. No transcript will be kept of the mediation.
3. Statements made and documents produced in the mediation session, and not otherwise discoverable, are not subject to disclosure through discovery or any other process and are not admissible into evidence for any purpose, including impeaching credibility, save as may be agreed to in Section “E” hereof.

4. The mediator may determine the process to be followed. The mediator may meet with the parties individually or collectively. He may ask for additional information or documents that are not privileged. He may disclose any information provided by either party to the other party unless specifically requested not to do so by the party making the disclosure.
5. Neither party will introduce as evidence in subsequent proceedings any views expressed or suggestions made by the other party with respect to any settlement, nor any submissions or admissions made by the other party in the course of the mediation or the fact that a party had indicated a willingness to accept a proposal or recommendation for settlement made by the mediator.
6. The mediation process is a voluntary process. It continues to be voluntary throughout. It may be terminated at any time by either party.
7. The mediator shall prepare, or facilitate the preparation of, a written memorandum outlining any settlement reached by the parties and the memorandum will be signed by the parties (unless it is agreed that the terms of settlement may be recorded in a letter from the mediator and confirmed by the parties). Any Settlements or Minutes of Settlement may be with or without prejudice as the parties may agree.
8. The mediator is an independent, impartial professional, and is not an agent or employee of either party. The mediator has no investment in any particular result of the mediation and is not paid based on any mediated settlement. The fees of the mediator will be shared equally by the parties, unless otherwise agreed.

E. ARBITRATION

1. In the event that the mediation is not successful, the parties, by mutual agreement, may proceed immediately

in accordance with the following process. The Mediator in Section “D” above will be the arbitrator. The parties and the arbitrator shall agree upon the extent to which the evidence put forward during the mediation process should be considered evidence for purposes of the arbitration and such additional evidence (if any) that is to be presented for purposes of the arbitration.

2. The arbitrator shall apply the principles of natural justice and shall not be bound by the strict rules of evidence, but may receive any evidence submitted to him by the parties that the arbitrator believes to be relevant to the matters in controversy or that will enable the arbitrator to arrive at fair and proper decision. The arbitrator shall have full power and authority to rule on any questions of law applying to the admission of evidence or determination of the issues. The arbitrator shall have all the powers and authority as an arbitrator provided under the Canada Labour Code and the current Agreement between the parties.
3. All presentations are to be short and concise. They will include a comprehensive opening statement.
4. The arbitrator shall within ten (10) days after the close of the hearing deliver his decision, subject to any reasonable delay due to unforeseen circumstances. The decision shall be in writing and shall set forth the facts as found by the arbitrator, apply the law and state the determination of the issues in dispute.
5. The decision shall be final and binding on the parties. The decision shall be enforceable in any court of competent jurisdiction and in the same manner as any other judgment of the said court.
6. The fees and expenses of the arbitrator shall be borne equally by the parties unless otherwise agreed.




DATED this 1st day of February, 2019

FOR THE UNION

Frank Y

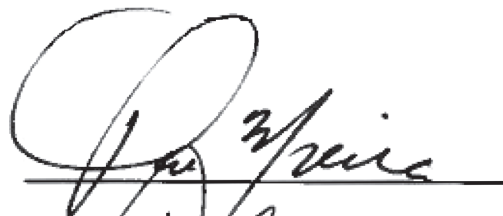
  
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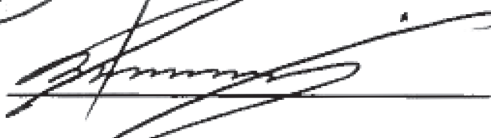
  
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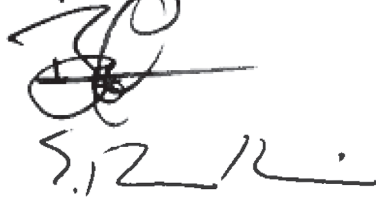
FOR THE COMPANY

  
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