

# COLLECTIVE AGREEMENT

BETWEEN :

**porter**

FBO Limited

(hereinafter called the “Company”)

AND

– and those Employees as represented by –



**unifor**

2002

(hereinafter called the “Union”)

FACILITIES CLEANERS AND GROOMERS

MAY 27, 2019 – MAY 26, 2022

TABLE OF CONTENTS

ARTICLE 1 – GENERAL PURPOSE ..... - 5 -

ARTICLE 2 – RECOGNITION AND UNION SECURITY ..... - 6 -

ARTICLE 3 – MANAGEMENT RIGHTS ..... - 7 -

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT ..... - 7 -

ARTICLE 5 – NO STRIKE OR LOCK-OUT ..... - 8 -

ARTICLE 6 – GRIEVANCE PROCEDURE ..... - 9 -

ARTICLE 7 – ARBITRATION ..... - 10 -

ARTICLE 8 – DISCIPLINE, DISCHARGE AND SUSPENSION CASES ..... - 11 -

ARTICLE 9 – SENIORITY ..... - 11 -

ARTICLE 10 – LAYOFF AND RECALL ..... - 13 -

ARTICLE 11 – JOB POSTING ..... - 14 -

ARTICLE 12 – HOURS OF WORK ..... - 15 -

ARTICLE 13 – OVERTIME AND ADDITIONAL HOURS OR WORK ..... - 17 -

ARTICLE 14 – HOLIDAYS ..... - 19 -

ARTICLE 15 – PAID VACATION ..... - 19 -

ARTICLE 16 – BEREAVEMENT LEAVE AND JURY DUTY LEAVE ..... - 22 -

ARTICLE 17 – HEALTH AND WELFARE INSURANCE ..... - 23 -

ARTICLE 18 – LEAVE OF ABSENCE ..... - 24 -

ARTICLE 19 – MATERNITY AND PARENTAL LEAVE ..... - 24 -

ARTICLE 20 – BULLETIN BOARDS ..... - 24 -

ARTICLE 21 – HEALTH AND SAFETY | UNIFORMS ..... - 25 -

ARTICLE 22 – ATTENDANCE MANAGEMENT ..... - 27 -

ARTICLE 23 – UNION REPRESENTATION ..... - 27 -

ARTICLE 24 – COMPANY REPRESENTATION ..... - 28 -

ARTICLE 25 – GENERAL ..... - 29 -

ARTICLE 26 – WAGES ..... - 30 -

ARTICLE 27 – TECHNOLOGICAL CHANGE AND TRAINING ..... - 30 -

ARTICLE 28 – WORKERS’ COMPENSATION ..... - 31 -

ARTICLE 29 – DOMESTIC VIOLENCE ..... - 31 -

ARTICLE 30 – DURATION OF AGREEMENT ..... - 32 -

APPENDIX “A” WAGES ..... - 33 -

APPENDIX “B” SENIORITY LIST ..... 34

LETTER OF INTENT RE: PORTER RETIREMENT PLAN ..... 35

LETTER OF UNDERSTANDING RE: ARTICLE 12.03 ..... 36  
LETTER OF UNDERSTANDING RE: ARTICLE 13.04 – OVERTIME..... 37  
LETTER OF UNDERSTANDING RE: OVERNIGHT PARKING ON THE ISLAND..... 38

## ARTICLE 1 – GENERAL PURPOSE

1.01. The general purpose of this Agreement is to establish mutually satisfactory relations between the parties, to provide a vehicle for the prompt and equitable disposition of grievances, to establish and maintain satisfactory working conditions, hours and wages for the Employees who are subject to the provisions of this agreement, all as specifically set forth in this Agreement.

1.02. 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, cleanliness of the facility and protection of property.

### 1.03. Joint Labour/Management Consultation Meetings

The Company and the Union agree to meet for the purposes of promoting co-operation between the Company and the Union and discussing issues relating to the work force which affect the parties or any Employees bound by this Agreement. Both parties agree to meet a minimum of once every three months.

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 FBO Limited as represented through Officers and Management at various levels or their delegated representative
- 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 exclusive bargaining agent of all matters of wages, hours and other conditions of work and employment for all full-time and part-time Employees of Porter FBO Limited working as facilities maintenance attendants, facilities cleaners, Lead Facilities cleaners, and Lead Facilities and Equipment at the Billy Bishop Toronto City Airport, Toronto, Ontario, excluding the Supervisor Facilities and Equipment and those above the rank of supervisor in all matters set forth in this Agreement.
- 2.02 All Employees shall, as a condition of employment, become Union members on the first day of their employment.
- 2.03 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.
- 2.04 The amount to be deducted will not be changed except to conform to a change in the Union's Constitution.
- 2.05 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.
- 2.06 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.
- 2.07 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.

Upon hire the employer will provide the Union with names, addresses, email addresses, telephone, cell phone numbers, date of hire, position, classification, rate of pay and any other information that the employer collects.

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.

- 2.08 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.
- 2.09 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 or restricting this right and function:
- 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, direct, promote, demote, transfer, discipline, suspend or otherwise discharge Employees, provided that a claim by an Employee that they have been discharged without just cause may be dealt with as hereinafter provided;
  - c) The location of facilities, the service to be rendered, the schedules of operation, levels of employment, the methods, processes and means of operation are solely and exclusively the responsibility and right of the Company.
  - d) The question of whether one of the above rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.

### **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 lawful 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 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 they have 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 they feel and request that they stop the conduct found offensive.
- b) If the Employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the 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.

## **ARTICLE 5 – NO STRIKE OR LOCK-OUT**

- 5.01 The Company agrees that there shall be no lock-out of its Employees during the life of the Agreement, and the Union agrees that there shall be no strike, slowdown and/or other stoppage or interference with work during the life of this Agreement.
- 5.02 The words STRIKE and LOCK-OUT shall have the meaning given these words in the Canada Labour Code.

- 5.03 If during the lifetime of this Agreement, any Employee(s) engage in any strike, the Union will instruct such Employee(s) that the strike is unlawful and that they are to work in the usual manner.

## **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 themselves 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 themselves 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 griever 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.
- 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 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 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, DISCHARGE AND SUSPENSION CASES**

- 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 – SENIORITY**

- 9.01 Seniority shall be the total length of service of an Employee dating from their first date of employment with the Company.
- 9.02 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 they had prior to leaving the bargaining unit, including the first 18 months of time spent out of the bargaining unit.
- 9.03 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.

- 9.04 The seniority of an Employee shall be lost and their employment automatically terminated for any of the following reasons:
- a) they quit their employment;
  - b) they retire;
  - c) they are discharged for just cause and are not reinstated;
  - d) they are laid-off for a period exceeding 24 months;
  - e) they are absent from work without permission for more than two (2) consecutive scheduled shifts unless an explanation satisfactory to the Company is given by the Employee;
  - f) if they overstay 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;
  - g) if they utilize a leave of absence for reasons other than those for which it was granted;
  - h) if they fail 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;
- 9.05 If they are recalled to work and fails to return within seven (7) calendar days of being telephoned or have notice of recall delivered by email or registered mail. 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.
- 9.06 Seniority lists shall be available to the Union every six (6) months and shall include the Employee's classification, and Employee number. An Employee wishing to challenge their seniority date must do so within the first 30 calendar days after the first posting of that date. In the absence of a challenge, the seniority date shall be deemed to be correct. The Union shall be notified in writing of any change in an Employee's classification, plus the classification of a newly hired Employee.
- 9.07 An Employee with established seniority who is unable to perform their regular assigned duties with the Company because of disabling sickness or injury verified by a written doctor's opinion, shall receive a leave of absence provided the disability cannot be accommodated. While the Employee is on such leave of absence seniority will accumulate.
- 9.08 Upon the return to work of an Employee who has been on an authorized leave of absence because of illness or injury, they will return to their former position, if the position is still available and if they are capable of performing the work, otherwise they will be offered, in accordance with their seniority, other available work which they are 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.

- 9.09 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.

## **ARTICLE 10 – LAYOFF AND RECALL**

- 10.01 A Lay off, under the provisions of this Collective Agreement shall be the reduction in the number of full time or part time Employees, or both.
- 10.02 If there is a reduction in the workforce 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 section 230.2 of the Canada Labour Code respecting notice of layoff.
- 10.03 In the event of a layoff of more than 5 consecutive days, the Company shall consider:
- a) Seniority;
  - b) Skills, experience, ability and qualifications to immediately perform the required work.

Where the factors in b) are relatively equal, seniority shall govern.

- 10.04 When an Employee is laid off in a classification, they may displace an Employee with lesser seniority in any classification, subject to Article 10.03.
- 10.05 An Employee, other than a probationary Employee, who is laid off shall have recall rights for a period of twenty four (24) months from the date of their lay-off.
- 10.06 The Company shall recall laid-off Employees in accordance with the principle of Article 10.03. 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 their correct and current mail and email addresses and any changes that occur. The Company's obligation to recall under this clause shall be fulfilled if:
- a) the Employee refuses recall to a position with the same or higher wage than that from which they were laid off;
  - b) the Employee fails to accept their recall within thirty-six (36) hours of the sending of the email; or
  - c) the Employee's recall letter or email is returned because they failed to file a correct address with the Company;
  - d) the Employee fails to return to work in accordance with Article 9.05(i).

- 10.07 The Company will advise the Union of pending permanent layoffs in advance of individual notice to Employees. The parties will then meet to discuss ways and means of avoiding or minimizing the adverse effects of the layoff provided this does not prohibit the Company's right to proceed with the layoff.

## **ARTICLE 11 – JOB POSTING**

- 11.01 When the Company declares a new permanent position or vacancy within the bargaining unit, it shall within 10 calendar days of declaring the vacancy, post a notice on the Company's main bargaining unit Employee bulletin board with a copy to the designated Union Steward. The position shall be posted for a period of 7 calendar days so that interested Employees can apply. Employees who apply shall keep one copy of their application. An Employee may not bid to a vacant position in the same classification except where a full time Employee is bidding for a part time vacancy or vice versa or where an Employee bids for a permanent vacancy in the same classification on a different fixed shift.
- 11.02 In choosing the successful candidate the Company shall consider:
- a) Seniority;
  - b) Skills, experience, ability and qualifications to immediately perform the required work.

Where the factors in b) are relatively equal, seniority shall govern.

- 11.03 The name of the successful applicant shall be posted on the Company's main bargaining unit Employee bulletin board.
- 11.04 Only the original and first resulting vacancies shall be posted, and the remaining vacancies which may occur may be filled at the discretion of the Company in accordance with Article 11.02. from among Employees in the same classification who have previously indicated in writing to the Manager, Facilities and Equipment that the Employee is interested in filling any vacancy on the fixed shift. If no one bids on a permanent vacancy on a fixed shift, the Company may assign the junior trained Employee in the classification to that vacancy.
- 11.05 Lead Hand vacancies shall be posted but will be filled or appointments revoked at the discretion of management.
- 11.06
- a) The successful applicant who is changing classifications shall be placed on a trial for a period of ten (10) shifts. Conditional on satisfactory service, such trial shall become permanent after 10 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 they are unable to perform the duties of the new classification, they shall be returned to their 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 their 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 11.02.

11.07 **Temporary Job Postings**

A temporary vacancy in a full time position which occurs for more than three (3) months will be posted according to the foregoing procedure stating that the position is limited and shall indicate the estimate duration of the temporary vacancy. In any event, the temporary vacancy shall not exceed twelve (12) months. Upon termination of temporary vacancy, the Employee filing the vacancy shall be returned to the classification in which they last worked, provided same exists. In the event that a part-time Employee is the successful applicant, the said Employee shall retain their part time status during the temporary full time posting. An Employee filling a temporary vacancy shall not bid on any other temporary posting until the end of their temporary position.

## **ARTICLE 12 – HOURS OF WORK**

- 12.01 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 13.

12.02

- a) In the interest of providing all parties with a general preview of scheduling, the Company will post a concept schedule at the start of each calendar quarter.

This is not a guarantee of what the final monthly schedule will be, is subject to change, and is not a representation upon which anyone should rely.

- b) Shift schedules shall be for a calendar month and will be posted 2 weeks before the start of the month subject to 12.03 (b).

12.03

- a) Normal Work Day (Full Time Employees)

- i. A normal work day for full time Employees other than Leads consists of 8.5 hours in length on a weekday shift, with 0.5 of those hours being an unpaid lunch break.
- ii. It is understood that Leads may work different schedules to reflect their duties and to provide Lead coverage.
- iii. The Company and the Union will engage in ongoing discussions throughout the life of this Collective Agreement with the intent of finding a way to ensure Full Time Employees two (2) consecutive days off per week.

b) It is recognized that the Company may desire to schedule other hours of work to meet customer requirements or other operational, regulatory or efficiency concerns. The Company shall give the union at least 2 weeks' notice of the desire to change including the proposed revised schedule. Within 4 calendar days management shall meet with 2 union stewards, plus the union staff representative if requested, to review the proposed schedule and the operational reasons for same and the Employee's family obligations and to consider the union's alternative suggestions. The parties shall consider and discuss issues relating to operations, regulations, costs, customer service, safety and Employee concerns and shall, in good faith, seek agreement. Failing agreement, the company may proceed with the proposed schedule which shall be deemed to be in accordance with this agreement provided that it does not result in a reduction of safety or potential annual straight time earnings per hour worked per Employee. One of the purposes for hiring part time Employees may be to provide more weekend shifts off for full time Employees.

c) Normal Work Day (Part time Employees)

The normal work day for part time Employees shall be as scheduled from time to time.

#### 12.04 **Shift Trades**

Employees may be entitled to exchange a shift so long as the Employee covering the shift meets the normal requirement 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 person. Such shift trades must be within the same pay period. Each Employee can initiate a maximum of 4 shift trades in any given pay period. However, there shall be no limit to the number of shift trade requests an Employee can respond to within a pay period. Written notice shall be provided to the immediate supervisor at least 48 hours prior to the shift being traded and such a trade shall be prohibited where the Employee has not waived overtime entitlement or where it would result in the payment of overtime under the Code. The Company may agree to a shift trade on less than 48 hours' notice provided this shall not create a precedent.

#### 12.05 **Rest Breaks**

Employees will be entitled to a fifteen (15) minute paid rest break as may be scheduled by the Company as follows:

- a) Any shift scheduled, including lunch and rest breaks, for less than eight hours = 1 paid rest break.
- b) Any shifts scheduled including lunch and rest breaks, for eight hours or more= 2 paid rest breaks.

#### 12.06 **Lunch Breaks**

Full-time Employees and part-time Employees working a shift of more than 5 hours shall receive a thirty (30) minute unpaid meal break.

## **ARTICLE 13 – OVERTIME AND ADDITIONAL HOURS OR WORK**

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

All time worked outside the full-time Employee's scheduled work day or workweek shall be considered as additional hours of work under Article 13.02.

### **13.02**

- 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 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 parts (a) through (d), the Company shall endeavour 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.

13.03 In calculating overtime, an Employee's working time shall be calculated to the nearest one-quarter (1/4) hour from the time at which they is directed to stop work.

13.04 Time and one half (1.5) the Employee's base hourly rate shall be paid for all hours worked in excess of 160 hours during two consecutive payroll periods. The Employee will be paid for all hours worked in excess of their hours scheduled for the day in the following circumstances:

- a) If an Employee works more than their normal hours in a day but does not work in excess of 160 hours during 2 consecutive payroll periods because the Company has reduced their scheduled hours, OR



- b) Because the start of their next scheduled shift is delayed to allow at least 8 hours between the two work periods.

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.

### 13.05 **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 at any given time;
- c) Payment of hours out of the overtime bank will be at the Employee's rate of pay at the time the Employee is paid out of their banked time as wages;
- 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.
- f) If any hours remain in an Employee's overtime bank at the end of any calendar year, those overtime hours remaining will be paid out and no banked overtime may carry over from year to year.

### 13.06 **Reporting Pay**

An Employee who reports for work on their scheduled shift and who has not been notified not to report to work (except an Employee returning from an authorized absence):

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

### 13.07 **Call-in Pay**

An Employee who has completed his scheduled shift and has boarded or left the ferry and who is called back to work for a period which is not contiguous to their next scheduled

shift, shall be paid for a minimum of 4 hours, or such lesser time as the Employee requests and is agreeable to management.

- 13.08 A designated back-up Lead who performs a shift shall receive the Lead premium per hour and this shift or Lead premium shall be included when calculating any overtime pay.

## **ARTICLE 14 – HOLIDAYS**

- 14.01 The Company recognizes the following holidays:

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

- 14.02 An Employee who qualifies for the holiday pay under the *Canada Labour Code*, and who works 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
- 14.03 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.
- 14.04 If a holiday falls during an 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.
- 14.05 Holiday pay for part-time Employees shall be in accordance with the Canada Labour Code.

## **ARTICLE 15 – PAID VACATION**

- 15.01 **Full Time Employees**

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

- a) 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
- b) 1 year to less than 4 years – 10 days to a maximum of 2 pay period weeks and a maximum of 80 hours

- c) 4 years to less than 10 years – 15 days to a maximum of 3 pay period weeks and a maximum of 120 hours
- d) 10 years or more – 20 days to a maximum of 4 pay period weeks and a maximum of 160 hours

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 paid to Full Time Employees as vacation is taken in proportion to the amount of their year's vacation entitlement, to a maximum of the amount accrued on year-to- date gross earnings.

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

- e) The Company shall determine the number of Full Time Employees who may be on vacation at any time from each work function.
- f) 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.
- g) 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 their normal working days in a week.
- h) All vacation weeks to which an Employee is entitled shall be bid prior to the stated deadline except as in (j).
- i) If there are conflicting bids, the senior Employee shall be limited to 2 weeks during the period of conflict.
- j) Vacation entitlement not bid by the bid deadline shall be assigned by the Company.
- k) The Company shall post the vacation schedule not more than 3 weeks after the bid deadline.
- l) All vacation earned must be taken in each calendar year and may not be carried forward into the next calendar year.

#### 15.02 **Part Time Employees**

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

Vacation pay for Part Time Employees shall be paid with such Employees' biweekly 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.

Part Time Employees will receive vacation time in accordance with the requirements of the Canada Labour Code.

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 their normal working days in a week.
- d) All vacation weeks to which an Employee is entitled shall be bid prior to the stated deadline.

- 15.03 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 day or more of banked overtime pursuant to article 14.07 that equates in value to one day of vacation or more, may also convert such banked time equivalent in value to a vacation day, into a vacation day, provided this conversation 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 enrol in the option to convert the nine (9) paid holidays and potentially one 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 in two 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 take 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, they 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 Employees 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."

- 15.04 The Company will guarantee that at least one (1) vacation slot will be made available for Employees in the bargaining unit every week of the calendar year, excluding the one-month period between December 10 and January 10.

## **ARTICLE 16 – BEREAVEMENT LEAVE AND JURY DUTY LEAVE**

### **16.01 Bereavement Leave**

- a) Porter provides three (3) consecutive working days paid leave to 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 or common-law partner, parent or guardian, the father and mother of the spouse or common-law partner of the Employee, grandparent, grandchild, brothers and sisters. "Partner" include 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) 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.

### **16.02 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.

### **16.03 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 17 – HEALTH AND WELFARE INSURANCE**

- 17.01 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.
- 17.02 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 May 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 Life, AD&D 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 Spousal and Dependent 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 AO&O, Extended Health Care and drug coverage only.

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

- 17.03 Part Time Employee cost sharing = 100% Employee paid for all benefits (Part Time Employee benefits only include life, AD&D and medical)
- 17.04 **Porter Retirement Plan**  
Please refer to Letter of Intent.

## **ARTICLE 18 – LEAVE OF ABSENCE**

### **18.01 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 without pay for legitimate personal reasons. Except in cases of emergency, written requests for voluntary leave of absence must be submitted at least one month in advance of the requested leave.
- (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.

### **18.02 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 19 – MATERNITY AND PARENTAL LEAVE**

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

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 their child.

## **ARTICLE 20 – BULLETIN BOARDS**

- 20.01 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 21 – HEALTH AND SAFETY | UNIFORMS

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

ITEM	Points	FT	PT
Ground Pants	24	4	2
Ground Shorts	21	3	2
Parka	200*	1	1
Spring Jacket	82	1	1
Dakota Rain Jacket	135	1	1
Dakota Rain Pants	135	1	1
Golf Shirt – SS	24	3	2
Long Sleeve Button-up	19	4	2
Hoodie	26	1	1
Toque	8	1	1
Baseball Cap	7	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 times indicated with which to purchase further items as needed. Point allotments will first be given after three months of continuous employment and will then 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 will reset.

### 21.02 Point Allotments:

Group	3 Month Anniversary	1 Year Anniversary	2 Year Anniversary	3 Year Anniversary
Porter FBO FT	71	129	170	415



Porter FBO PT	50	86	151	282
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Employees must wear Company supplied uniform items at all times, and substitutes or alternatives will not be permitted. Further, uniform items must not be defaced. Any items that are defaced will be replaced at the Employee's expense.

21.03 **Locker's**

Each full-time Employee will be provided with a locker.

21.04 The Company and the Union agree to promote and encourage the maintenance of sanitary conditions in the workplace and proper safety procedures to ensure the continued health and welfare of the Employees.

21.05 **Clothing**

- a) The Company agrees that it will provide without cost to the Employees such special equipment or special clothing as the Company determines and the recommendations which have been signed by all four members of the Health and Safety Committee. The special clothing and equipment remains the property of the Company and is to be returned when replaced or at the conclusion of an Employee's employment.
- b) Where safety footwear is a requirement of the Company or is legislated, the Employee shall be entitled to either one hundred dollars (\$100.00) per year, or two hundred dollars (\$200.00) every two years, at the Employee's option, as a safety footwear allowance. Wearing the safety footwear will be a condition of employment, and only CSA approved footwear is permitted.

21.06 In the case of Employees sustaining injury at work or becoming affected by an occupational disease or illness, during the course of their employment and being physically disabled as a result thereof, the Company agrees that it recognizes its duty to accommodate including conferring with the Union where appropriate.

21.07 The parties recognize the need for a Workplace Health and Safety Committee to maintain and monitor health and safety conditions in the plant. The Workplace Committee will consist of two (2) Employees selected by the Union and two (2) selected by the Company. The Committee will meet monthly, or at such other interval is agreed) to identify, and review any pending or potentially hazardous safety issues and conduct a workplace tour. Each monthly meeting will be chaired on a rotational basis as per the *Canada Labour Code*. Minutes of each monthly meeting will be maintained as a permanent record and used to identify problems requiring management's action. The Workplace Health and Safety Committee will make recommendations directly to Porter FBO management through the Chair.

21.08 **Health and Safety**

WHIMIS training will take place within one week of hire and annually hereafter.

21.09 The Company prefers a scent and fragrance free workplace and the Union acknowledges that there are customers relation issues involved with this.

21.10 **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 their 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 they are 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:
  - is covered by WSIB
  - occurs during leave of absence, holiday, or paid vacation;
  - 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 22 – ATTENDANCE MANAGEMENT**

22.01 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 23 – UNION REPRESENTATION**

23.01 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 their

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.

- 23.02 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.
- 23.03 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.
- 23.04 The Union will advise the Company in writing of the names of its elected or appointed representatives.
- 23.05
- 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.
- 23.06 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.
- 23.07 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 24 – COMPANY REPRESENTATION**

- 24.01 The Company agrees to furnish the Union with a list of names of supervisory personnel with whom the Union may have transactions in the administration of this Agreement, and will keep this list up to date.

## **ARTICLE 25 – GENERAL**

### **25.01 Personnel Files**

The Employee shall be entitled to review annually their personnel file upon request and at a reasonable time determined by the Company.

### **25.02 No Other Agreements**

No Employee shall be required or permitted to make a written or verbal agreement, with the Company, or their representatives, which conflicts with the terms of this collective 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.

### **25.03 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.

### **25.04 Casual Employees**

Notwithstanding any other provisions of the collective agreement to the contrary, it is understood and agreed that the Company shall have the right to hire casual/temporary Employees for vacation replacement and other peak workload purposes during the following periods of the year annually:

- i. December 10 to January 10
- ii. March Break, as it may fall
- iii. June 1 to August 31

The Company shall be entitled to pay such casual/temporary Employees at lower than the starting wage rates set out in the agreement, and the said casual/temporary Employees will not be entitled to accumulate seniority or complete probation nor will they be entitled to any of the benefit provisions in this agreement except as may be required by law.

Casual/temporary Employees must become Union members and pay regular monthly dues from the first day worked.

The Company agreed that casual/temporary Employees will not cause the layoff or reduction of regular hours of any full time or part time (regularly scheduled) Employee in the bargaining unit, nor will such Employees be utilized outside the time periods in this agreement.

Casual Employees will be paid 50 cents per hour less than the starting rate.

## **ARTICLE 26 – WAGES**

26.01 Wages and classifications 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 seven (7) 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, with 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.
- c) When there is an error of short payment or any other type of error, this shall be corrected as soon as possible. If the error is for an amount of fifty dollars (\$50.00) or more, the Employee will receive payment by the Wednesday following payday, provided the company is notified of the error by the Monday following payday. Amounts less than fifty dollars (\$50.00) will be reimbursed on the Employee’s following pay.

## **ARTICLE 27 – TECHNOLOGICAL CHANGE AND TRAINING**

27.01

- 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) 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.
- c) 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 changes 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.

- d) 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.

27.02 On-the-job training required by the Company or as in Article 26.01 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. 10
- v. The parties agree that this article, together with the other provisions of the collective agreement satisfy section 51(2) of the Canada Labour Code

## **ARTICLE 28 – WORKERS’ COMPENSATION**

28.01 The Company will provide workplace compensation insurance as required by law.

## **ARTICLE 29 – DOMESTIC VIOLENCE**

29.01 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 30 – DURATION OF AGREEMENT**

- 30.01 The term of this Agreement shall be from May 27, 2019, to and including May 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.

## APPENDIX “A” WAGES

All wages will be retroactive to May 27, 2019

CLEANERS			
Service	0 to 36 Months	37 to 72 Months	73 months and greater
Position Wage Rate Per Hour	\$15.00	\$15.10	\$15.15

FACILITIES			
Service	0 to 36 Months	37 to 72 Months	73 months and greater
Position Wage Rate Per Hour	\$15.00	\$16.15	\$17.15

LEAD HAND			
Service	0 to 36 Months	37 to 72 Months	73 months and greater
Position Wage Rate Per Hour	\$17.50	\$17.60	\$17.65

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



**APPENDIX “B” SENIORITY LIST**

<b>Employee No</b>	<b>Last Name</b>	<b>Seniority Date</b>	<b>Base Rate</b>	<b>Enrolled in Benefits (Y/N)</b>
1317	Tai	16-Jan-2010	\$15.15	Y
1318	Wong	16-Jan-2010	\$15.15	Y
1322	Cao	16-Jan-2010	\$15.15	Y
1324	Mah	16-Jan-2010	\$15.15	Y
1325	Hui	16-Jan-2010	\$15.15	Y
1813	Loren	04-Jan-2011	\$15.15	Y
2600	Tusho	14-May-2012	\$15.15	Y
2662	Best	25-Jun-2012	\$17.65	Y
4108	Nickie	18-Jan-2016	\$15.10	Y
4142	Alibin	16-Jun-2016	\$15.10	Y
4481	Debidin	26-Oct-2016	\$16.15	Y
4713	Hamilton	02-Oct-2017	\$15.00	Y
4939	Dela Cruz	19-Mar-2018	\$15.00	Y
5151	Lalchan	16-Jul-2018	\$15.00	Y
5392	Georgopoulos	14-Jan-2019	\$15.00	Y
5603	Yohannes Ghebremeskel	19-Aug-2019	\$15.00	Y

## **LETTER OF INTENT RE: PORTER RETIREMENT PLAN**

The Company will make the Porter Retirement Plan (which is an RRSP plan) available to Porter FBO Limited hourly Employees, available to Employees in this bargaining unit provided that the plan itself does not form part of this agreement.

## **LETTER OF UNDERSTANDING RE: ARTICLE 12.03**

As an example, and without restricting the application of Article 12.03 (b), the parties have acknowledged that volunteer Relief Leads may be appointed to provide Lead coverage on shifts for which the schedule may not otherwise provide Lead coverage or that different work schedules may be established for Leads.

## **LETTER OF UNDERSTANDING RE: ARTICLE 13.04 – OVERTIME**

As long as the shift pattern established as of April 4 is in effect. The phrase, “160 hours during two consecutive payroll periods” will be replaced in two places with the phrase “80 hours during one payroll period.”

## **LETTER OF UNDERSTANDING RE: OVERNIGHT PARKING ON THE ISLAND**

The Company will provide for overnight parking for FBO Employees working the overnight shift. The Employees will be responsible for paying for all costs associated with the ferry, including all taxes, levies and fees.

Overnight parking will only be available to FBO Employees while on the overnight shift.

The Employees agree to indemnify the Company in respect of any claims or demands by Canada Revenue Agency regarding the provision of overnight parking.

MEMORANDUM OF UNDERSTANDING  
BETWEEN:

PORTER FBO LIMITED (Hereinafter referred to as the “Employer”)

And

UNIFOR  
(Hereinafter referred to as the “Union”)

EXPEDITED ARBITRATION TRIAL PROJECT

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 FBO LIMITED 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. They may ask for additional information or documents that are not privileged. They 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 or 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 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 their 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.



**MEMORANDUM OF SETTLEMENT  
(FOR FACILITIES EMPLOYEES)**

**BETWEEN**

**PORTER FBO LIMITED**

(the "Company")

**- and -**

**UNIFOR and its LOCAL 2002**

(the "Union")

1. The bargaining committees of the Company and the Union hereby agree to unanimously recommend to their respective principals the terms and conditions set out in the attached Agreed to Items marked as Appendix I to this Memorandum of Settlement, such terms to be effective on the date of ratification by the Union membership.
2. The term of the renewal Collective Agreement will be for three (3) years from May 27, 2019, to and including May 26, 2022.
3. The renewal Collective Agreement will consist of all terms and conditions contained in the existing Collective Agreement with a term from May 27, 2016 to and including May 26, 2019, as amended by the terms and conditions set out in the attached Appendix I. Unless otherwise expressly and specifically noted, all changes will be effective on the date of ratification by the Union of this renewal Collective Agreement.
4. The parties agree that any grammatical, typographical or other technical errors in this document that does not reflect the agreement that has been reached will be corrected.

DATED this 13<sup>th</sup> day of August, 2019.

FOR THE UNION

*A. Roberts*

*P. B. Bell*

*John H. H.*

*Salvo*

FOR THE COMPANY

*P. J. H.*

*[Signature]*

*[Signature]*