

# COLLECTIVE AGREEMENT

BETWEEN :



**SAMSIC ASSISTANCE CANADA INC.**

(hereinafter called the “Company”)

AND



**UNIFOR AND ITS LOCAL 2002**

(hereinafter called the “Union”)

Effective: June 12, 2025 to June 11, 2028

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## **ARTICLE 1 - PREAMBLE & PURPOSE**

- 1.01** This Agreement is made and entered into by and between Samsic Assistance Canada Inc., hereinafter referred to as the Company, and Unifor, hereinafter referred to as the Union.
- 1.02** The purpose of the Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.
- 1.03** The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 1.04** It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union, are superseded by this Agreement.
- 1.05** It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect, pursuant to Article 24.

## **ARTICLE 2 - DEFINITIONS**

- 2.01** **AGREEMENT** - means the Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 2.02** **COMPANY** – Samsic Assistance Canada Inc. as represented through Officers and Management at various levels or their delegated Representatives.
- 2.03** **EMPLOYEE** - means any person in the employ of the Company who is within the bargaining units covered by this Agreement.
- 2.04** **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 those employees, or to aid another employer to compel it's employees to agree to terms or conditions of employment.
- 2.05** **STRIKE** - means 1) a cessation of work, or 2) a refusal of work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production of services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and to strike has a similar meaning.
- 2.06** **UNION** – means Unifor
- 2.07** **LOCATION** – Vancouver International Airport
- 2.08** **SHIFT** - means a period of time within a day, as described in the shift schedule, for which an employee is required to work.

- 2.09 SHIFT SCHEDULE** - means a projection of all employee's shifts with regards to days worked and days off, including shift starting and terminating times, over a specific period of time.
- 2.10 QUALIFIED** – means trained and capable of performing the work.
- 2.11 STATUS** – means full-time employees (FT), part-time employees (PT).
- 2.12 CLASSIFICATION SENIORITY** – means: Passenger Service Agent Seniority.
- 2.13 SPLIT SHIFTS** – a working shift comprising of two (2) separate periods of duty scheduled by the Company in a day.
- 2.14 FUNCTION** – means work assignment.
- 2.15 CONSECUTIVE** – means the start and end time of a shift.

### **ARTICLE 3 - UNION RECOGNITION**

- 3.01** (a) The Company recognizes the Union as the sole and exclusive collective bargaining agent for all passenger service agents employed by Samsic Assistance Canada Inc. at the Vancouver International Airport in Richmond, British Columbia, excluding office, clerical and sales employees, Supervisors and those above the rank of Supervisor.
- (b) Reorganization of the Company  
In the event that the Company changes ownership, merges with another Company, or changes its corporate identity in any way, this Agreement shall remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relations Board shall not be affected in any way, unless provisions to the contrary are contained in applicable legislation.
- 3.02** The Company will not schedule non-bargaining unit employees to perform the duties of any employee covered by this Agreement except due to unforeseen operational requirements, or where a situation requires immediate action, which could not be planned for nor reasonably predicted. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the Supervisor shall contact a Union Representative, or in the event a Union Representative is not available, the senior employee on shift, and give valid reasons why their assistance is required, prior to performing any bargaining unit work.
- 3.03 UNION LEAVE**  
Subject to operational requirements, time off for union business will be granted by the Company to an employee at no cost to the Company Where possible, the Union shall provide the Company with at least one (1) weeks' written notice, advising the date and duration of such time off. The employee shall be kept on the Company's payroll and the Union shall be billed at straight time for time off.
- 3.04** The Union Bargaining Committee shall be granted the time off work with pay, to conduct the business of negotiations with the Company for a new collective

agreement. The Bargaining Committee shall be comprised of three (3) employees including the DC whose names are to be submitted to the Company in writing, prior to the commencement of negotiations.

- 3.05** The Company will provide paid time-off at straight time rates, for District Chairperson to conduct Union business. The amount of total paid time off will be calculated every June 1<sup>st</sup>, on the following basis:

# of employees	Total paid time off
249 or less	20 hours
250 – 299	25 hours
300 – 349	30 hours
350 – 399	35 hours
400 – 499	40 hours

- (a) The Union shall notify the Company in writing, of the names of its designated Representatives and the District Chairperson, and of any changes in the personnel thereof. All of these Representatives shall receive one (1) day paid time off (eight (8) hours at their straight time rate) per year of the Collective Agreement and Union Officer training. The training will be provided by the Union and the Company will continue payment to the employee and charge back to the Local Union. Their training will be provided by the Union.
- 3.06** (a) The Company and the Union District Chairperson or designate and one (1) Local Union Representative shall meet when necessary, to discuss matters pertaining to the interpretation, application or administration of this Agreement.
- (b) The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. In addition, the party requesting the meeting shall prepare an agenda of matters to be discussed. The Company will schedule a meeting no later than fifteen (15) calendar days following notice of their request for a meeting.
- 3.07** The Company recognizes that the necessity to perform the role of a Union Representative or District Chairperson in the settlement of a complaint or grievance can commonly arise during their regularly scheduled working hours and agrees that, within reason, they shall be permitted the necessary time off without loss of pay to perform such functions.
- 3.08** The District Chairperson and Union Representatives shall perform the functions herein provided in such manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.

**3.09 BULLETIN BOARDS**

The Company will supply and maintain one (1) glass enclosed (with lock and one set of keys) bulletin board for the posting of union notices in each terminal. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of the designated employee Representative or a member of the Executive of the Local or National Union.

**3.10 UHMQ**

It is agreed that both parties will meet quarterly at the Headquarters level to resolve any issues arising from the language and/or intent of the Collective Agreement, or any other issues of concern, unless mutually agreed to.

**ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (a) To maintain order, discipline and efficiency, to establish and enforce reasonable company rules, and to discipline, suspend and discharge employees for just cause.
- (b) To hire new employees, retire, classify, direct, promote, demote, transfer assign shifts and increase and decrease the work force from time to time.
- (c) Generally, to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
- (d) To make and alter from time-to-time, reasonable rules and regulations to be observed by its employees, that shall not be discriminating in nature.

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

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

**ARTICLE 5 - WAGES**

**5.01 RATE TABLE**

<b>Samsic</b>		
<b>AGENT</b>		
YEAR	LEVEL	RATE
0 - 1	1	\$19.80
1 - 2	2	\$20.39
2 - 3	3	\$21.30
3 - 4	4	\$21.80
4 - 5	5	\$22.29
5 - 6	6	\$23.00
<b>LEAD / FLIGHT CONTROLLER / FLIGHT OPS</b>		
YEAR	LEVEL	RATE
0 - 1	1	\$23.80
1 - 2	2	\$24.51
2 - 3	3	\$25.25
3 - 4	4	\$26.01
4 - 5	5	\$26.79
5 - 6	6	\$27.59

Lump sum - \$300.00 - for employees with more than three (3) years of service, as of the date of ratification.

Levels are to be determined by date of hire.

Any employee whos current wage is above those shown on the wage grid, will be "red circled" until the scale meets or surpasses their wage.

**5.02 SHIFT PREMIUMS**

Ticketing \$0.50/Hour

Baggage \$0.50/Hour

**ARTICLE 6 - HOURS OF WORK, SHIFT SCHEDULES**

**6.01** It is recognized the Company operates continuous operations (24 hours a day, 7 days a week, 365 days a year). As such, the Company needs to schedule employees to meet those demands.

**6.02 HOURS OF WORK**

Employees will receive the maximum number of scheduled hours, up to an average of forty (40) hours per week, based on seniority and qualifications. Shift preferences will be based upon the employee's seniority and qualifications in the case of posted open and general shift bids.

The Company will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes to airline schedules, airport schedules or other obligatory requirements. Management and the Union will get together to conduct their bid.

(a) The Company will determine the staffing requirements and will jointly develop a shift schedule with the Union Scheduling Committee which will be comprised of the District Chairperson, or a union designate. Their review will take place as soon as possible, prior to the posting of the schedules. Should the Joint Committee be unable to agree upon a schedule, the Company will implement one. Time required by the Scheduling Committee for the purpose of reviewing the requirements/schedules will be considered as time spent attending meetings with the Company.

**6.03 SHIFT SCHEDULES**

Shift schedules will be developed in accordance with the following:

(a) The Scheduling Committee will review the schedule for two (2) days prior to implementation and will continue in effect until a change is required by the Company, unless the Company does not have sufficient notice from the customer to meet the requirement. It is understood that these changes should be kept to a minimum, as necessary, to accommodate changes to staffing requirements. The Union may also request changes to schedules, and such requests will be given serious consideration by the Company. There will be a minimum of two (2) schedule shift bids per year.

The shift schedule will be comprised of FC, ticketing, OPS, and Agents.

(b) Assignment to shifts developed and the handling of vacancies on new shifts will be awarded by seniority.

Employees who fail to bid on a shift or are unsuccessful in their bid(s) will be assigned by the Company. Shift assignments will be finalized seven (7) calendar days prior to their effective date. Employees, who throughout the bidding process, move from full-time to part-time or vice versa, must stay in that status for the duration of that shift bid schedule, unless mutually agreed to by the Company and the Union.

- (c) Vacancies on existing shifts which occur between general shift bids will be offered to the senior qualified employee.
- (d) Employees will be provided with not less than two (2) calendar days' notice for a change of shift and not less than four (4) calendar days' notice of a change of days off, unless sufficient notice from the customer is not received.

These time limits may be reduced if there are no employees available or willing to accept overtime or recall or if mutual agreement is reached between the Company and the employee. Notice of the change will be provided to the employee in writing, copied to the Union District Chairperson.

If the Company receives notice of a flight cancellation, employees will be provided a twenty-four (24)-hour notice of cancellation of their shifts with no penalty under the following conditions: for current employees on condition of makeup of hours within four (4) weeks at Company's discretion, if rejected by the employee they forfeit the right to make up the hours. All hours will be paid at straight wage rates.

#### **Minimum Hours Guarantee**

An employee will be scheduled with a minimum shift length of four (4) hours. Part-time employees will be scheduled for a minimum of twelve (12) hours per week. If the Company is unable to provide twelve (12), or the employee requests to work less, discussions will take place between the Company and the Union to mutually agree upon hours worked per week.

If an employee has a shift scheduled and comes to work and is no longer required to work, they will be paid a minimum of three (3) hours.

- (e) The Company will calculate the effect of shift or shift schedule changes made on an employee's hours of work during the work week in which changes are affected. The employee will be credited at the rate of one and one-half times (1½x) for any hours worked in excess of forty (40) hours during that work week. For the purposes of the foregoing, the work week shall be the period from midnight Monday to Sunday.

#### **6.04 OFF DUTY PERIOD**

Once an employee has worked a minimum of eight (8) scheduled hours in a workday, the employee is entitled to a ten (10)-hour, off duty period, prior to the start of the next shift unless mutually agreed.

#### **6.05 MEAL AND REST PERIODS**

- (a) An employee who is scheduled to work twelve (12) consecutive hours shall be entitled to one (1), thirty (30)-minute unpaid meal break and two (2), fifteen (15) minute paid rest breaks.
- (b) An employee who is scheduled to work between ten (10) but less than twelve (12) consecutive hours in a day shall be entitled to one (1), thirty-

(30) minute unpaid meal break and two(2), fifteen (15)-minute paid rest breaks, to be taken equally throughout the shift.

- (c) An employee who is scheduled to work eight (8) but less than ten (10) consecutive hours in a day shall be scheduled to take one (1), thirty (30)-minute unpaid meal break starting from the end of the third (3<sup>rd</sup>) and before the end of the fifth (5<sup>th</sup>) hour of the shift. In addition, employees shall be granted one (1), fifteen (15)-minute paid rest break in each half of their scheduled shift.
- (d) Anything beyond five (5) hours and less than eight (8) hours will be granted a thirty (30)-minute unpaid break.

#### **6.06 SHIFT TRADES**

Employees may arrange for another employee to work their shift subject to the following conditions:

- (a) The employee covering the shift must be qualified and capable of performing the work.
- (b) Sick leave provisions will apply to the employee who has agreed to work the shift.
- (c) For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g. a full-time employee receives eight (8) hours) The employee working the shift, who was previously on a day off, will receive the applicable work day credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1.5X the length of the work day).
- (d) Anything beyond five (5) hours and less than eight (8) hours will be granted a thirty (30)-minute unpaid break.

Partial shift trades will be permitted.

In the situation where any carrier does not allow partial shift trades, the Company and the Union will discuss together to try to find a solution which will be suitable for the carrier and the employee.

- (i) Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to Management in writing at least twenty-four (24) hours in advance. Once the Company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.
- (ii) Partial shift exchanges will be permitted provided that no shift is split into more than two (2) parts, that is, no more than two (2) employees may cover a single shift. There will be no restrictions as to how the shift is split but will be up to the employee to decide how

many hours they will be trading, and reviewed and approved by the appropriate Manager, ensuring that there is no affect on the customer's requirements.

Partial shift trades must be submitted with the proper paperwork and if not signed, will not be approved. The partial shift trade shall be approved by Management with at least twelve (12) hours prior to the start of the shift.

Once a shift trade is accepted, it becomes the responsibly of the agent accepting it.

The Company and the Union recognize that an employee's entitlement to exchange shifts is not intended to allow an employee, for all intents and purposes, to trade their job away. Abuse of shift trades may result in the removal of shift trade rights.

### **ARTICLE 7 - OVERTIME, RECALL**

- 7.01** A workday will be a twenty-four (24)-hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the workday on which the shift or recall began.
- 7.02** No overtime shall be worked except by direction of the proper Supervisory Personnel of the Company, except in cases of emergency and when prior authority could not be obtained, and the duties were essential to continued operation and/or service to the customer.
- 7.03** It is recognized that occasionally, employees may be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled. Additionally, employees may be required to remain beyond the termination of their shift for flights that become delayed for arrival or departure into periods when no other employee is scheduled to work, or when there is an unplanned workload that cannot be deferred. When an employee is required to remain beyond the end of their shift it will first be offered to employees in seniority order and if not accepted, will be then offered in reverse order.
- 7.04** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable, without limiting the scope of Article 7.03.

Overtime will be offered in accordance with the following provisions:

- (a) Overtime will be offered in order of seniority to employees on shift, if overtime is consecutive with their shift
- (b) Remaining overtime will be assigned to qualified employees.
- (c) Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.

- (d) Once that process has been exhausted, any remaining overtime will be assigned to employee(s) in reverse order of seniority on scheduled days off.

**7.05** Overtime - An employee shall be compensated for overtime work as follows:

- (a) Employees shall be compensated for all authorized overtime hours worked at one and one-half times (1½x) their regular hourly rate.
- (b) (i) Any F/T or P/T hours worked in excess of eight (8) hours in a day or in the case of any scheduled shift that is greater than eight (8) hours, anything in excess of their scheduled shift or:
  - (ii) Any F/T or P/T hours worked over forty (40) hours in a week.

Notwithstanding (i) and (ii), scheduled shifts and Shift Trades are paid at a regular rate.

- 7.06**
- (a) Recall: If an employee is requested and chooses on a voluntary basis to work on a regular workday not consecutive with their shift, or to work on a day off, the employee will be paid a minimum of three (3) hours at straight time hours.
  - (b) If an employee is drafted to work on a regular workday not consecutive with their shift, or to work on a day off, the employee will be paid a minimum of three (3) hours at time and one-half (1½x).
  - (c) Shift Sign-Up: The Company will post notices of open shifts available by classification, date and shift where such additional hours are known more than twenty-four (24) hours prior to the start of the shift. Qualified employees in the classification may sign-up for such hours. The hours will be awarded in seniority order to those employees who would not be entitled to overtime. For hours known less than twenty-four (24) hours prior to the start of the shift, Article 7.04 will apply.

### **ARTICLE 8 - PROBATION**

- 8.01** Employees hired into any function covered by this Agreement and Company Personnel entering into any function covered by this Agreement, will be required to serve a probationary period of ninety (90) working days of service.
- 8.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.

### **ARTICLE 9 - SENIORITY**

- 9.01** Union seniority means the length of service with the Company and shall commence from the most recent date of hire to the Company.
- 9.02** The Company will post the seniority lists at three (3) month intervals, on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, and October 15<sup>th</sup>, and will provide the Union office and Union Representative with one (1) copy each. 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. Employees on vacation, approved leave of absences, or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.

**9.03** In the event that more than one (1) employee has the same seniority date, employees will have their seniority placement determined by the process of random selection and shall be determined by the Union.

**9.04** Seniority will be maintained and accumulated except as provided for in the following:

- (a) Resigns or is terminated for cause.
- (b) Is laid off for a period of more than three (3) years.
- (c) After filling a position outside the scope of the Agreement from interested qualified agents for a period of more than seventy-five (75) working days in a year. A copy of start and end dates will be provided to the District Chair.
- (d) Fails to return from layoff under the recall provisions.

#### **ARTICLE 10 - CHANGE OF STATUS & FILLING OF VACANCIES**

**10.01** When there is a vacancy, in any specialized function a notice of vacancy shall be posted indicating: status (full-time or part-time) the commencement date of the position and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.

**10.02** Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union District Chairperson.

**10.03** In the event an employee expects to be absent during the period when a notice of vacancy will be posted they may email their preference, copy to the Union District Chairperson, indicating their desire to transfer and such will be considered as an application to transfer as described in Article 10.02.

**10.04** Vacancies other than those in Article 10.07 will be awarded in order of seniority.

**10.05** All notices to an employee under their Article will be in writing, copied to the Union District Chairperson.

#### **10.06 JOB POSTINGS FOR SPECIALIZED AREAS BAGGAGE / LEADS / TICKETING**

- (a) These vacancies will be posted for a period of seven (7) calendar days on the Company bulletin board giving details of the job and the applicable premium. Employees desiring such positions shall apply via email to the Department Manager, and the District Chairperson.

(b) Employees who submit applications must be qualified for the positions they applied for.

(c) Trial Period

When an employee moves to a specialized area, they will be required to serve a seventy-five (75) working day trial period. If during their period the employee is unable to satisfactorily perform the duties, the Company will return them to their former position.

#### **10.07 POSITIONS OUTSIDE THE BARGAINING UNIT**

(a) Employees filling temporary positions under Article 9.05(c) shall return to the bargaining unit to their original position and location.

(b) Employees working in specialized areas (i.e. Lead, Flight Editors, etc.) filling in permanent positions under Article 9.05(c), shall return to the bargaining unit to their original position.

### **ARTICLE 11 - LAY-OFF & RECALL**

**11.01** Staff reductions will be made in accordance with the following:

**11.02** If an over staff situation exists in a status, the following sequence of events will occur.

(a) Either use their seniority to displace the most junior employee within the same classification in any other status, as long as the employee has the required qualification and no physical limitation for such position, OR

(b) Accept a vacant position in another classification as long the employee has the required qualification and no physical limitation for such position, OR

(c) Accept lay-off with right of recall.

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining or relocation costs are not workable under the given circumstances of a layoff.

**11.03** Employees affected during a staff reduction will be given fourteen (14) calendar days written notice of layoff and shall be advised of their options. They must then advise the Department Manager via email, within seven (7) calendar days of their notice of their election(s) and their order of preference, if there is more than one (1) option

**11.04** In any event, an employee affected or displaced by staff reduction(s) will be advised of their circumstance within seven (7) calendar days following original notification.

**11.05** Employees, when laid off, must file their address, email address and telephone number with the Department Manager and must advise that Department via email of any subsequent change.

**11.06** Recall from layoff will be in accordance with the following:

Where the Company declares that a vacancy exists in a status, the following procedures will be used in the sequence shown until the vacancy is filled:

- (a) Recall the senior employee holding recall rights. If the employee was laid off in the same status as the vacancy and refuses the recall, they shall lose all seniority and right of recall. If the employee was laid off in the other status from the vacancy and refuses recall, they shall retain all seniority and right of recall. In either case, the position will be offered to the next most senior employee holding the necessary recall rights.
- (b) May hire a new employee.

**11.07** Employees will be notified by the Company when being recalled from lay-off.

**11.08** The notified employee must advise the Company within twenty-four (24) hours after having received the email notice if they wish to accept the recall. The employee shall reply to Local Management and send a copy of same to the Department Manager.

**11.09** Recalled employees must report for duty within ten (10) calendar days from the date of advising the Company of their intent to return.

**11.10** Failure to comply with Articles 11.08, 11.09 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

**11.11** Copies of all correspondence relating to Article 11 shall be sent to the Union District Chairperson by the person originating that piece of correspondence.

**11.12** Where a senior employee is laid off due to not having the language qualifications, the junior employee(s) retained will not be eligible for shift changes or overtime outside of the job they were retained for, until such senior employee(s) has been recalled, or their seniority terminated pursuant to Article 9.04.

The senior employee so displaced will be given the opportunity to displace a junior employee if they attain the language qualification to do the job they were denied, within the time limits specified above.

It is understood that in the use of seniority, the employee retained and/or recalled, must possess the qualifications for the work required.

**ARTICLE 12 - STATUTORY HOLIDAYS**

**12.01** The following statutory holidays shall be observed:

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

Part-time employees shall receive 1/20 of their gross wages in the preceding four (4)-week period immediately before any of the above listed statutory holidays.

**12.02** An employee who is scheduled to work a statutory holiday shall receive one-and one-half times (1½x) their regular rate of pay for the hours worked, in addition to the paid statutory holiday (1/20 of the gross wages four (4)-week period) An employee who is drafted to work on Christmas Day, Boxing Day and/or New Year's Day shall receive two times (2x) their regular rate of pay for the hours worked, in addition to the paid statutory holiday.

**12.03** In the event that an employee's regular scheduled day off falls on one of the above listed statutory holidays, or they are on vacation, they will be given the choice to take their last scheduled shift before vacation, or first scheduled shift back from vacation.

### **ARTICLE 13 - ANNUAL VACATIONS**

**13.01** (a) Vacation time accrues for full months of active service in a calendar year and is credited as of December 31<sup>st</sup> of that year for use in the following calendar year.

(b) Employees must be employed for one (1) year to be eligible to take vacation time.

**13.02** Employees shall accrue vacation time in accordance with the following table:

<b>Years of Service</b>	<b>Vacation %</b>	<b>Vacation Days</b>
1 – 4	4 %	10
5 – 9	6 %	15
10 +	8 %	20

(a) Employees with one (1) year (as defined in table above), but less than five (5) consecutive years of service shall receive ten (10) days of vacation in each calendar year;

(b) Employees with five (5) consecutive years of service but less than ten (10) consecutive years of service shall receive fifteen (15) days of vacation in each calendar year; and

(c) Employees with ten (10) consecutive years or more years of service shall receive twenty (20) days of vacation in each calendar year.

**13.03** Employees shall receive vacation pay calculated (as defined in table 13.02) as follows;

(a) Employees with less than five (5) consecutive years of service shall receive four percent (4%) of their earnings with the Company in each calendar year;

(b) Employees with five (5) consecutive years of service but less than ten (10) consecutive years of service shall receive six percent (6%) of their earnings with the Company in each calendar year; and

Collective Agreement between Samsic Assistance Canada Inc. and Unifor Local 2002

- (c) Employees with ten (10) consecutive years of service or more shall receive eight percent (8%) of their earnings with the Company in each calendar year.

**13.04** Vacation pay will accrue each pay period and will be reflected on the employee's pay statement.

**13.05** Vacation will be taken in no less than one (1) week increments and will be scheduled Monday to Sunday.

- (a) All vacation must be taken within the calendar year. An employee who quits, is dismissed, or is laid off, will be paid out for any accrued, unused vacation pay at the time the employee's employment terminates or the employee is laid off.
- (b) Employees will receive their vacation pay cheque on the pay period corresponding with their vacation.

**13.06** (a) The Company agrees to post the approved vacation schedule in each calendar year. Vacation slots will be calculated as per the following:

$$\frac{\text{Number of Entitlement Weeks for Classification}}{\text{Weeks Available for Vacation Year}} = \text{Number of Slots Required}$$

Example:

$$\frac{100 \text{ weeks of entitlement}}{52 \text{ weeks in the year}} = 1.92 \text{ Slots (round up to 2)}$$

Slot available for year would be 104 (means there are 4 additional compared to requirement).

The Company will have the right to reduce the slots in a given week during defined "Peak Periods" by the amount of additional weeks determined ensuring that at least one (1) slot is always available to the classification.

Peak Weeks:

- Weeks that include December 15<sup>th</sup> to 31<sup>st</sup>.
  - Weeks that include days of July and August.
  - Weeks that include January 1<sup>st</sup> to 15<sup>th</sup>.
- (b) Vacation bids will be bid by seniority and will be completed by November 15<sup>th</sup> for the following year. However, should an employee wish to divide up their vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply. That is, the most senior employees will have first choice of the first "division" of their vacation; then the next most senior will have choice of their first "division"; and so on through the seniority list. There is no limit on how many divisions an

employee may next take (i.e., up to the number of days that they are entitled).

- (c) Once their rotation has been achieved one (1) time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of their vacation; the next most senior chooses their second "division" and so on, again through the seniority list.
- (d) Their rotation will continue in the above fashion until each employee in turn has bid for all their vacation entitlement.
- (e) When all employees have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days and it will be posted.

**13.07** The vacation bidding will be conducted jointly by the Company and the Union. Employees will have the opportunity to bid by phone, e-mail, or on paper.

**13.08** The Company shall update the vacation calendar monthly.

**13.09** Vacation must be booked in work weeks following the Company's work week (Monday to Sunday).

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 PERSONAL LEAVE OF ABSENCE**

- (a) The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay, for a period of up to six (6) months without loss of seniority. Requests for personal leaves will be considered on a first come, first serve basis, amongst those requesting a leave at time of granting and won't be unreasonably withheld. The Company shall provide the Union District Chairperson with a written notice confirming approval or disapproval of the leave of absence.
- (b) If an employee receives consent from the Company to leave the service for a period of up to six (6) months, they shall retain their position and accrue seniority for that period. Where it is beyond six (6) months, in any given twelve (12)-month period, it will be decided by mutual agreement between the Company and the Union. Employees must not exercise their seniority on vacancies while on such leave of absence.

### **14.02 MATERNITY LEAVE**

Maternity leave shall be granted in accordance with the provisions of the Canada Labour Code.

- (a) The employee must request the leave of absence in writing, not later than four (4) weeks prior to the leave, specifying the estimated date of birth of the child, the date they wish to commence their leave and an anticipated date of return to work. An employee returning to work prior to the

expiration of the leave of absence must notify the Company at least one (1) month prior to their new date of return.

**14.03 ADOPTION LEAVE**

Adoption leave will be granted in accordance with the provisions of the Canada Labour Code.

**14.04 PARENTAL LEAVE**

Parental Leave will be granted in accordance with the provisions of the Canada Labour Code.

**14.05** The Company must inform, in writing, every employee who takes leave under Articles 14.02, 14.03 and 14.04, every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must make their request in writing.

**14.06 CONTINUATION OF BENEFITS**

- (a) The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, and 14.04.
- (b) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis for both the employee and employer contributions.

**14.07 COMPASSIONATE CARE LEAVE**

Compassionate care leave shall be granted to an employee, in accordance with the Canada Labour Code.

For additional time of the compassionate care leave, please consult [Compassionate Care Leave – 808-1-IPG-063](#).

**14.08 BEREAVEMENT LEAVE**

In the event of a death in the employee's immediate family or spouse's immediate family (spouse or common-law spouse, child, grandparent, brother, grandchild, sister, son in law, daughter in law, father or mother) and including other relatives permanently residing in the employee's household or with whom the employee resides, may be absent up to ten (10) days of bereavement leave from work, including three (3) days with pay, provided the employee has three (3) months of continuous employment with the Company (proof may be required, in the way of an obituary).

The employee can take bereavement leave in one (1) or two (2) periods, starting the day on which the death occurs and ending six (6) weeks after the date of the funeral, burial, or memorial service of that immediate family member.

The employee must provide the Company with written notice as soon as possible, indicating the start date and length of the leave. At the employee's request, the Company may extend the period during which you take the leave of absence. If approved, the Company will make their extension in writing.

**14.09 LEAVE FOR VICTIMS OF FAMILY VIOLENCE (PAID AND UNPAID)**

Employees are entitled to up to ten (10) days of leave per calendar year, in accordance with the Canada Labour Code.

**14.10 LEAVE FOR VICTIMS OF FAMILY VIOLENCE (PAID)**

If the employee has three (3) consecutive months of continuous employment with the Company, the first five (5) days of leave will be paid.

**14.11 LEAVE OF ABSENCE FOR MEMBERS OF THE RESERVE FORCE (UNPAID)**

If the employee has three (3) consecutive months of continuous employment with the Company, they are entitled to a leave of absence in accordance with the Canada Labour Code.

**14.12 LEAVE FOR TRADITIONAL ABORIGINAL PRACTICES (UNPAID)**

In their section, Aboriginal means Indian, Inuit or Métis. An Aboriginal employee with at least three (3) months of continuous employment, is entitled to take up to five (5) days of leave per calendar year, in accordance with the Canada Labour Code.

**14.13 JURY DUTY**

- (a) Employees subpoenaed for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- (b) Employees who must appear in court for reasons other than those mentioned in 14.10(a) shall be granted leave of absence without pay, provided they supply proof of verification for such attendance.

**14.14 SICK LEAVE**

Per Division XIII of the Canada Labour Code, each employee is entitled for up to ten (10) days of medical leave of absence with pay, per calendar year. In addition, the Company has accepted to give its employees above the requirements of the CLC:

(a) Definition

Sick days are for:

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

(b) Payments and Pay Outs

For full-time and part-time employees as per CLC:

- (i) Sick days will be paid at one hundred percent (100%) for the entire length of the shift.
- (ii) Any unused days from the prior year will be paid in March of the following year, when an employee is actively working.

Any unused sick leave days will be paid out at hundred percent (100%). For the purposes of payout only, full-time employees will be credited at eight (8) hours per day and part-time workers will be credited at four (4) hours per day.

A sick day must be taken at its entirety, no partial days/shifts will be permitted.

If a medical leave of absence (paid or unpaid) is five (5) days or longer, the Company may require that you provide a certificate issued by a health care practitioner.

#### **14.15 PERSONAL DAYS**

In accordance with the Canada Labour Code (CLC), each employee is entitled for up to five (5) days of personal leave per calendar year.

- (a) Definition:

Personal days are to:

- take care of health obligations for any member of your family or care for them;
- take care of obligations related to the education of any family member under age eighteen (18);
- manage any urgent situation that concerns you or a family member;
- attend your citizenship ceremony under the Citizenship Act, or
- manage any other situation prescribed by regulation.

- (b) Entitlement:

Employee will become eligible for paid days after three (3) consecutive months of employment with the Company and for a maximum of three (3) days. When possible, employees should advise their Manager as far in advance as possible to the start of their shift.

Employees will advise their Manager twenty-four (24) hours prior to the start of their shift, with the exception of extenuating circumstances where an employee will advise their Manager with as much notice as possible.

- (c) Payment:

For full-time and part-time employees:

- Personal days will be paid at one hundred percent (100%) in effect at the time the personal day is taken;

A personal day must be taken at its entirety, no partial days/shifts will be permitted.

### **ARTICLE 15 - WOMAN'S ADVOCATE**

**15.01** The Company and the Union recognize that female employees may sometimes need to discuss with another woman, matters such as violence or abuse at home. For their reason, the parties agree to recognize the role of a female member to be the Women's Advocate.

The Woman's Advocate will meet with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Women's Advocate will attempt to schedule all employee meetings in a manner that does not interfere with work responsibilities. The Company will not unreasonably withhold consent, and the Union will be responsible to pay the time for the Advocate and/or the employee.

When it is possible and upon request, the Company will also provide access to a private office so that confidentiality can be maintained when an employee is meeting with the Woman's Advocate.

The Company and the Union will develop appropriate communications to inform employees about the advocacy role and contact numbers to reach the Advocate.

The Advocate is an unpaid position. The Union will provide all required training to the Employee Advocate.

The Company will grant leave to the Woman's Advocate to participate in an initial forty (40)-hour training program. The Company will also allow the Advocate to participate in annual training, to a maximum of three days. At least thirty (30) days in advance, the Advocate will need to submit their request, in writing, to the Company. All training for the Advocate will be organized and paid for by the Union.

### **ARTICLE 16 - HEALTH & SAFETY**

**16.01** The Union, the Company, and its employees agree to encourage good health and safety practices at work in accordance with legislation and regulations in effect.

It is the responsibility of each employee and the Company to ensure and promote a safe and healthy work environment. If an employee witnesses a dangerous situation or manoeuvre, which they cannot personally correct, they must inform their superior and their Shop Steward who will advise the person responsible.

In order to accelerate the treatment of injuries occurring at work, the Company shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the procedure to be followed in case of emergency based on the directives put forth by the appropriate airport authorities.

The parties to this Agreement consent to set up a Health and Safety Committee having the same powers and obligations as those specified in the law. Their Committee shall be composed of one (1) Union Representative and one (1) Company Representative.

The Health and Safety Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the Committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the Committee;
- (c) shall cooperate with any occupational health service established by the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the Committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professional or technically qualified to advise the Committee on those matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- (i) shall cooperate with safety officers;
- (j) may request from the Employer such information as the Committee considers necessary to identify existing or potential hazard with respect to materials, processes or equipment in the work place;
- (k) shall have full access to all government and Employer reports relating to the safety and health of the employees represented by the Committee but shall not have access to the medical records of any person, except with the consent of that person.

The Employer shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the Employer's employees, the names and work locations of all the members of the Health and Safety Committee established for the workplace controlled by the Employer.

The Health and Safety Committee shall keep accurate records of all matters that come before it as identified under the section entitled "The Health and Safety Committee" mentioned above and shall keep minutes of its meetings and shall make those minutes and records available to a safety officer on the Officer's request. All minutes are to be signed by the Co-Chair Persons.

The Health and Safety Committee shall meet during regular working hours once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the Committee shall meet as required, during regular working hours.

The members of the Health and Safety Committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the Committee, and any time spent by a member while carrying out any of the functions of a member of the Committee shall, for the purpose of calculating wages owing to that member, be deemed to have been spent at work.

No member of the Health and Safety Committee is personally liable for anything done or omitted to be done by the member in good faith, under the purported authority of their section or any regulations made under their section.

- 16.02** The Company shall provide Passenger Service Agents a standard hearing protection for each employee who performs duties on the ramp or at bridges.
- 16.03** (a) The Company and the Union will review all cases where a disabled employee is unable to perform their normal duties. Efforts will be made to accommodate such an employee, provided suitable work exists. The above applies to occupational and non-occupational illnesses or injuries.
- (b) The Company will provide the Union District Chairperson with written notice of those employees on WSB.
- 16.04** The Unifor Local 2002 National Health & Safety Coordinator shall have access to work areas and staff covered by this Agreement. They may be issued a temporary badge when required to be onsite. They must notify the Company in advance to make arrangements.

### **ARTICLE 17 - RETURN TO WORK PROGRAM**

- 17.01** The Company and Union agree to a Return-to-Work Program for employees covered by this Agreement. The Program is intended to assist employees who are absent due to accident or illness to return to productive work by allowing them to work modified hours and/or duties. The Company and the Union agree that workplace accommodations may require the cooperation of all three parties in order to be successful. They further agree that the Company, the Union and the employee have an obligation to facilitate the accommodation process.

Employees whose medical professional identify themselves as candidates for their Program must inform both Company and Local Union.

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

Upon receiving a request for return to work on modified duties, the Company will examine whether it can or cannot accommodate the request up to the point of undue hardship. The Company may ask the employee for more medical clarification and/or request the employee to see the Company doctor for medical assessment.

The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected.

Modified work will not restrict or reduce the number of scheduled hours an employee is entitled to, unless reduced hours are part of the identified restriction or unless there is insufficient modified work available.

The employee has the responsibility to schedule all activities such as medical appointments, physiotherapy, etc., outside of the return-to-work schedule.

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

### **ARTICLE 18 - GRIEVANCE PROCEDURE**

**18.01** The parties agree that every complaint shall be dealt with as it justly deserves, as quickly as possible, and that adjustment of every justified complaint shall be promptly made.

#### Step 1

An employee who has cause for complaint shall discuss it with their Immediate Supervisor within seven (7) working days of the cause of the complaint or reasonable awareness thereof, or the right to grieve shall be deemed waived. An extension to their time limit may be granted and shall not be unreasonably withheld.

#### Step 2

- (a) Should the matter not be resolved through discussion the Union may submit a written grievance to the Passenger Service Manager or designate within seven (7) days.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested.
- (c) A hearing shall be held within ten (10) days of receipt by the Company of the written grievance.
- (d) Within ten (10) days following their hearing, the Passenger Service Manager or designate shall render their decision in writing, to all parties concerned.

#### Step 3

- (a) Should the decision made at Step 2 be unsatisfactory or if no decision is made within the specified time limits, the Union may appeal to Labour Relations within ten (10) days.

- (b) A hearing shall be held within ten (10) days of receipt by the Company of the written grievance.
  - (c) Within the (10) days following their hearing, the Labour Relations Department shall render their decision in writing to all parties concerned.
- 18.02** The Union may initiate a general or policy grievance in writing on any difference concerning the interpretation, or alleged violation of this Agreement within fifteen (15) days following the date on which the Union first had or ought to have had knowledge of the event.
- 18.03** The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and general holidays.
- 18.04** At any hearing held throughout these grievance procedures, the grievor shall have the right to be represented by a duly accredited Representative of the Local.
- 18.05** Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.
- 18.06** Any grievance not resolved at Step 3 of their Article may be referred to Arbitration in accordance with Article 18.

### **ARTICLE 19 - DISCIPLINE & DISCHARGE**

- 19.01** No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if they so desire, they may have the assistance of a duly accredited Representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of three (3) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after their regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.
- 19.02** Any permanent and casual employees who have been disciplined or discharged, may file a grievance in accordance with Article 18 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. By mutual consent between the Company and the Union, any grievance concerning the discharge of an employee may commence at Step 2 or Step 3 of the grievance procedure.
- 19.03** Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.

- 19.04** Disciplinary letters shall be removed from an employee's personnel record after a period of one (1) year from the date of issue. They shall not be used in any disciplinary matters including arbitration, once such letters are removed, provided such employee's record is clear of any reprimands or warning for the one (1) year period.
- 19.05** The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.

### **ARTICLE 20 - ARBITRATION**

- 20.01** Notice of intention to proceed to arbitration shall be made in writing to the Department Manager within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.
- 20.02** An Arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 20.01. If the parties are unable to agree on the choice of Arbitrator, either party may request the Minister of Labour to name the Arbitrator.
- 20.03** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 20.04** The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 20.05** At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.
- 20.06** The compensation of the Arbitrator and expenses incurred by them shall be borne equally by the Company and Union.
- 20.07** Multiple Hearings: The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

### **ARTICLE 21 - DEDUCTION OF DUES**

- 21.01** The parties agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.
- 21.02** Membership in the Union shall be available to an employee eligible under the constitution of the Union on payment of the initiation fee or reinstatement fee uniformly required of all other such applicants.
- 21.03** The Company agrees to deduct authorized initiation/reinstatement fees from employees as authorized.
- 21.04** The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

**21.05** The amount to be deducted will be advised by the Union. The Company shall be notified in writing, of the name of the Union official to whom the money so deducted shall be sent.

**21.06** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.

The remittance shall be accompanied by a statement containing the following information:

- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted.
- (b) A list of the names of all employees from whom no deductions have been made and the reasons why.

**21.07** If the wages of any employee payable on any month-end payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not because the employee did not have sufficient wages payable to them on the designated payroll carry forward or deduct from any subsequent wages the dues not deducted in an earlier month.

## **ARTICLE 22 - GENERAL**

**22.01** Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number and must be signed by representatives of both parties at the headquarters level.

### **22.02 NO DISCRIMINATION**

The Company and the Union, or any of the Officers or Agents acting on their behalf, shall not discriminate in any manner against any employee with respect to terms or conditions of employment on the ground of their race; colour; creed or religious persuasion; national origin; age; sex; sexual orientation; marital or parental status; genetic characteristics; gender identity and expression; membership in and/or activities on behalf of the Union, political party, organizations and associations.

### **22.03 NEW JOB**

When a new job within the scope of the Union certificate is created, the Company may assign an employee to such job for a period not exceeding thirty (30) days. It shall be the responsibility of the Company and Union to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate of pay. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy

grievance may be filed. The Arbitrator will have the authority to set the new wage rate and classification and award redress.

**22.04** One copy of their Collective Agreement will be furnished to each employee. The Company and the Union shall agree to the size and method of producing the Agreement, and the cost of printing will be paid for by the parties, split 50/50.

**22.05 UNIFORMS**

- (a) All PSA employees who have completed training and who have direct contact with the public shall wear uniforms in such a manner as reasonably prescribed by the Company.
- (b) The Company will provide one (1) complete uniform to all new hires, after completion of their training period. The Company will provide new replacement uniform pieces as required, and upon return of the original item.
  - (i) The complete uniform for Passenger Service Agents shall consist of:

Item	Quantity Per Agent
Dress Shirts	4
Pants	3
Scarf/Tie	2

Note:

Should the Airline supply uniforms, the allotment issued by the Airline will be given to the employee.

Winter coat: one (1) available every three (3) years to MHB agents for outside work. Requests from Passenger Service Agents will be reviewed as received.

Shoe allowance eighty-five dollars (\$85.00) annually.

- (c) Upon request, the Company shall provide a maximum of two (2) maternity dresses for the required period of the pregnancy.
- (d) The Company shall pay the total cost of the uniform

**22.06 BENEFIT AND INSURANCE PLAN**

As per Company policy.

**22.07 HARASSMENT AND VIOLENCE**

Every employee has the right to work in an environment free of harassment and violence. Their right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

The Canada Labour Code defines harassment and violence as “any action, conduct or comment, including of a sexual nature, that can reasonably be

expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.”

All employees and Management are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all company facilities and premises including, but not limited to electronic communication or social media.

Harassment includes, but is not limited to, the following examples:

**Harassment can include, but is not limited to any of the following acts or attempted acts:**

- offending or humiliating someone physically or verbally,
- threatening or intimidating someone via any means of communication,
- making unwelcome jokes or comments about someone’s race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or pardoned conviction, and any of the other prohibited grounds that the Canadian Human Rights Act lists,
- persistently criticizing, undermining, belittling, demeaning, or ridiculing a person.

**Sexual Harassment can include, but is not limited to the following acts or attempted acts:**

- behaviour of a sexual nature that creates an intimidating, unwelcome, hostile, or offensive work environment,
- behaviour of a sexual nature that could reasonably be thought to put sexual conditions on a person’s job or employment opportunities,
- sexual contact that is unwanted.

**Violence can include, but is not limited to the following acts or attempted acts:**

- verbal threats or intimidation,
- verbal abuse, including swearing or shouting offensively at a person,
- physical actions such as kicking, punching, scratching, biting, squeezing, pinching, battering, hitting or wounding a person in any way,
- weaponized attack,
- spitting at a person.

**Obligation of Employees**

Employees are obligated to bring any complaint of harassment first to the harasser if possible, failing resolution, then to the Company as described in the Company policy as soon as possible. If the Company has not made aware of any issues of harassment, they may be unable to address such issues.

### **What Harassment is Not**

Properly discharged supervisory responsibilities including work allocation, disciplinary action, follow-up on work absences or the requirement of job performance standards or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of all employees are not considered harassment.

### **Filing a Complaint**

If an employee believes that they have been harassed, based on any of the ground stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible.
- If the harasser doesn't stop, document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible.
- Lodge a complaint as described on the Company workplace harassment and violence prevention policy by approaching the Company directly or with the assistance of the Union. If desired by the employee, a grievance may be initiated pursuant to the provisions of Article 15.06. Complaints and/or grievances involving harassment will be handled with all possible confidentiality.

### **Investigation**

In minor cases, the Company and the employee will jointly review the complaint to determine if it meets the definition of harassment and violence outlined in subsection 122(1) of the Code. The employee may request to include and/or be accompanied by their Union Representative during the process. The outcome of their attempted negotiated resolution will be communicated to both the Union and the Company.

If the matter remains unresolved, the investigation process will be conducted according to the harassment policy of the Company.

When a unionized employee is involved in the investigation, they may request to have one (1) Union Representative as a witness.

No reprisal or recrimination will be made by the Company or any employee against an employee because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

## **22.08 PARKING FEES**

The Company agrees to supply parking spaces for all employees working at Vancouver International Airports.

The Company shall pay one hundred percent (100%) of the cost of parking for employees that work only for the Company at Vancouver International Airport. If an employee works for multiple companies at Vancouver International Airport, the Company will not cover the cost of parking, unless the employee can provide substantial proof that the other company does not pay for parking.

## **22.09 NEW EMPLOYEE ORIENTATION - INFORMATION FOR NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their Union Representative. Whenever the Union Representative is employed in the same work area as the new employee, the employee's immediate Supervisor will introduce them to their Union Representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union Representative (the H&S rep with the DC) will be given an opportunity to meet with the new employees in a classroom environment, within regular working hours without loss of pay, for up to forty-five (45) minutes, sometime during the training period for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees responsibilities and obligations to the Employer and the Union.

- (a) At the sole discretion of the Company, the Company may provide additional educational/training courses to employees at no cost to the employee. The Company shall post in writing, the dates and times of these programs. The Company shall provide employees with reasonable notice to ensure employees attendance.

## **22.10 PAY CHEQUES**

In the event of an error in pay of one-hundred and twenty-five dollars (\$125.00) or more, at the employee's expense and caused by the Company, the Company agrees to correct their error in the four (4) business days following the reception of the written notice of error in the payroll department. Any other error will be corrected on the following pay of the employee.

Should an overpayment be made on an employee's pay cheque, the Company will take back their money on the following pay of the employee. It is the responsibility of the employee to identify any error in salary to the Company.

- 22.11** Failure to return upon termination of employment, total cost of uniform, RAIC and parking decal shall be deducted form the employee's final cheque.

## **ARTICLE 23 - CLASSIFICATION OF EMPLOYEES**

- 23.01** Employees covered by this Agreement shall be classified Passenger Service Agents.

All of the following job description includes the required tasks and responsibilities but are not limited to the inclusion of any other duties related to each job classification.

## **23.02 PASSENGER SERVICE AGENT**

- Implement all security and safety instructions, as per internal and external (regulation, airlines) requirements.
- Use the required PPE (appropriate to the operation).

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- Inspect and verify passenger documentation.
- Issue boarding passes and reschedule passengers affected by flight interruptions or cancellations.
- Manage passenger baggage processing including handling and fee calculation, if applicable.
- Assist passengers as needed through arrival and check in processes including support for passengers with special needs such as unaccompanied minors (UM), VIP passengers and passengers needing wheelchair assistance.
- Direct passengers through Customs, Immigration, and Quarantine, as required.
- Make public address announcements as required.
- Comply with all federal, state, municipal, airport authority and carrier security requirements and Samsic SOPs and policies.
- Operate equipment to include the jet way, computer keyboards, and carrier specific reservation/ ticketing software.
- Produce all required, work-related documentation.
- Report incidents and other events/findings in relation with security and safety.
- Other duties as required.

### **23.03 LEAD AGENT FOR PASSENGER SERVICES**

- Manage closely the Passenger Service Agents and is susceptible to ensure check-in and boarding tasks are performed as per procedures.
- Ensure punctuality, effective planning methods and procedures are in place and that there are adequate resources, both manpower and equipment, to meet operational requirements.
- Ensure compliance with security and safety requirements/instructions.
- Communicate with the staff regarding safety, security issues or airlines specific instructions.
- Analyze operational issues (including Safety, Security and Quality) and identify root causes of problems and institute corrective actions.
- Manage potential conflictual situations with passengers.
- Manager potential technical problems related to the check-in with the appropriate authorities, (example, baggage conveyor stop, material issue).
- Establish and maintain a high-quality standard in PAX service operation; ensure that workflows are constantly improved to meet the required requirements.

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- Maintain close and effective business relationships with customer airline's Representatives.
- Maintain a good working relationship with the various control authorities such as Airport Management, Customs, Immigration, etc.
- Responsibilities include but are not limited to operational performance.
- Oversee and manage employee performance, compliance with internal and external requirements.
- Other duties as required.

### **23.04 BAGGAGE SERVICE AGENTS**

- Implement all security and safety instructions, as per internal and external (regulation, airlines) requirements.
- Use the required PPE (appropriate to the operation).
- Help passengers in creating property irregularity reports for any missing/damaged bags.
- Perform checks after the flight arrival completion for any left behind/forwarded baggage.
- Creating rush orders for bags that need to be forwarded to its final destination.
- Assist passengers and flight crew members in locating their bags in a timely manner.
- Direct passengers through Customs, Immigration, and Quarantine, as required.
- Make public address announcements as required.
- Creating a baggage delivery orders for all arriving bags and preparing the bags for delivery.
- Comply with all federal, state, municipal, airport authority and carrier security requirements and Samsic SOPs and policies.
- Operate equipment to include computer keyboards, and carrier specific World Management System.
- Produce all required, work-related documentation
- Report incidents and other events/findings in relation with security and safety
- Other duties as required.

### **23.05 FLIGHT OPERATIONS AGENTS**

- Implement all security and safety instructions, as per internal and external (regulation, airlines) requirements.
- Use the required PPE (appropriate to the operation).
- Coordinating with Load Control and Bag Room for container planning.
- Responsible for iPad loading instruction completion.
- Communication instruction for load planning with the ramp team.
- Communicating with the ramp team for hand baggage and any special load.
- Initiating and communicating with hotels for crew wake up timings and calls.
- Communication with airport authorities for any gate/carousel change in case of delayed flights.
- CPM/ALB/LDM generating according to the airline's procedures.
- ACARS communication with flight crew.
- Communicating initial fuel figures with the fueling suppliers/companies.
- Coordination for Notifications to Captains NOTOC for any special load or DGR.
- Preparing flight document to be handed over to the flight crew.
- Preparing pax and dead load for next day operation.
- Preparing EFB (Electronic Flight Bags) report.
- Preparing general declaration for the crew and getting it stamped by the immigration for a smooth crew departure/arrival.
- Report incidents and other events/findings in relation with security and safety.
- Other duties as required.

### **23.06 LEAD GUEST SERVICE AGENT (PRM)**

- Manage closely the Guest Service Agents and is susceptible to ensure check-in and boarding tasks are performed as per procedures.
- Ensure punctuality, effective planning methods and procedures are in place and that there are adequate resources, both manpower and equipment, to meet operational requirements.
- Implement all security and safety instructions, as per internal and external (regulation, airlines) requirements
- Use the required PPE(appropriate to the operation)

## Collective Agreement between Samsic Assistance Canada Inc. and Unifor Local 2002

- Inspect and verify that all PRM equipment are clean/tidy and serviceable.
- Ensure passengers with reduced mobility are receiving the required attention and service according to SAMSIC and airline's standards and procedures.
- Ensure all PRMs are transported from the check in area to their respective flight in a safe and efficient manner.
- Ensure all PRMs are transported from the aircraft to the arrival hall in a safe and efficient manner.
- Ensure all PRMs with a connecting flight are transported safe and on time to catch their flights.
- Preparing daily report to be shared with Management on daily basis.
- Participating in staff scheduling on weekly/monthly basis as per requirement.
- Adhering to SOPs when moving PRMs inside the aircraft on an aisle chair.
- Comply with all federal, state, municipal, airport authority and carrier security requirements and Samsic SOPs and policies
- Retain all required, work-related documentation when required.
- Report incidents and other events/findings in relation with security and safety.
- Other duties as required.

### **23.07 GUEST SERVICE AGENT (PRM)**

- Implement all security and safety instructions, as per internal and external (regulation, airlines) requirements.
- Use the required PPE(appropriate to the operation).
- Inspect and verify that all PRM equipment are clean/tidy and serviceable.
- Ensure passengers with reduced mobility are receiving the required attention and service according to/SAMSIC and airline's standards and procedures.
- Ensure all PRMs are transported from the check in area to their respective flight in a safe and efficient manner.
- Ensure all PRMs are transported from the aircraft to the arrival hall in a safe and efficient manner.
- Ensure all PRMs with a connecting flight are transported safe and on time to catch their flights.
- Adhering to SOPs when moving PRMs inside the aircraft on an aisle chair.

- Comply with all federal, state, municipal, airport authority and carrier security requirements and Samsic SOPs and policies.
- Retain all required, work-related documentation when required.
- Report incidents and other events/findings in relation with security and safety.
- Other duties as required.

#### **ARTICLE 24 - DURATION & RENEWAL**

- 24.01** This Agreement shall be effective from June 12, 2025 for a three (3) year term. Either party shall be entitled to give notice in writing, to the other party as provided in the Canada Labour Code, of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period, as the parties mutually agreed upon.
- 24.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry for any stated period acceptable to the parties and in accordance with the Canada Labour Code.
- 24.03** Provided that for purposes of all notices under this Article, notice in writing shall be deemed to have been received by the party to whom it was sent upon the mailing of such notice by registered mail, addressed to the current address of the other party.

**SIGNATURES**

Signed this 28<sup>th</sup> day of May, 2025, in the city of New Westminster, BC.

For the Employer:  
Samsic Assistance Canada Inc.

For the Union:  
Unifor Local 2002

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Lance Farrugia  
General Manager

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Sandi McManus  
Unifor Aviation Sector Director

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Hilary Keithlin  
Human Resources Director

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Theresa Amicarelli  
Assistant to Local 2002 President

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Christopher Wright  
Chief Operations Officer

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Tigist Abraham  
Bargaining Committee

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Suki Singh  
Bargaining Committee

