

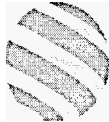
# COLLECTIVE AGREEMENT

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Between

**Servisair Inc.**

(herein after referred to as the Company)



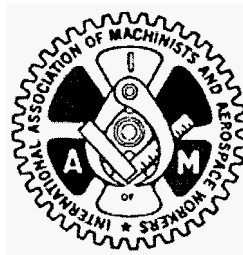
***Servisair***

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Local Lodge 2734**

(herein after referred to as the Union)



**August 1, 2008 to July 31, 2011**

## INDEX

<u>ARTICLE</u>		<u>PAGE</u>
1.00	PURPOSE.....	1
2.00	RECOGNITION.....	1
3.00	RIGHTS OF MANAGEMENT.....	1
4.00	UNION DUES AND UNION MEMBERSHIP.....	2
5.00	STRIKES AND LOCK-OUTS.....	2
6.00	NO DISCRIMINATION.....	3
7.00	SPECIFIC PERFORMANCE.....	3
8.00	UNION REPRESENTATION & SAFETY.....	3
9.00	COMPLAINTS, GRIEVANCES AND DISPUTES.....	5
10.00	ARBITRATION.....	7
11.00	PROBATION.....	9
12.00	SENIORITY.....	10
13.00	LAY-OFF AND RECALL.....	12
14.00	LEAVE OF ABSENCE.....	12
15.00	JOB POSTING.....	14
16.00	POSTING NOTICES.....	14
17.00	HOURS OF WORK AND SHIFT ARRANGEMENT.....	14
18.00	OVERTIME & SHIFT PREMIUM.....	19
19.00	STATUTORY HOLIDAYS; PERSONAL DAY.....	22
20.00	JURY DUTY & CROWN WITNESS.....	24
21.00	ANNUAL VACATION WITH PAY.....	24
22.00	GROUP INSURANCE.....	26
23.00	BEREAVEMENT.....	26
24.00	LEAVE FOR EMPLOYEES WITH CHILDCARE RESPONSIBILITY..	27
25.00	CLASSIFICATION OF EMPLOYEES.....	27
26.00	PART-TIME/FULL-TIME EMPLOYEES.....	28
27.00	HARASSMENT.....	28
28.00	RENEWAL, AMENDMENT AND TERMINATION.....	29
	SCHEDULE "A" CLOTHING.....	31
	SCHEDULE "B" OCCUPATIONAL GROUP.....	33
	SCHEDULE "C" WAGE SCALE.....	37
	SCHEDULE "D" BENEFITS.....	39
	L.O.A. NO.1 PARKING.....	41
	L.O.A. NO.2 PAY CHEQUE AVERAGING.....	42
	L.O.A. NO.3 IAM PENSION FUND.....	43
	L.O.A. NO.4 UNION CHAIRMAN.....	44
	L.O.A. NO.5 SHIFT TRADE PROCEDURES.....	45
	L.O.A. NO.6 OCCUPATIONAL GROUP AGREEMENT.....	46
	L.O.A. NO.7 PART-TIME SHIFT BID - TRIALS.....	47
	L.O.A. NO.8 EMPLOYMENT EQUITY.....	48

## **ARTICLE 1.00 - PURPOSE**

- 1.01 The purpose of this 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.

## **ARTICLE 2.00 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated employees at Calgary International Airport, except office and supervisory employees in accordance with the Certificate of Recognition issued by the Canada Labour Relations Board.
- 2.02 Employees who are not members of the Bargaining Unit covered by this Collective Agreement, shall not engage in or be utilized in any way which, may be construed as performing work which is normally accomplished by personnel covered by the agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.

## **ARTICLE 3.00 - RIGHTS OF MANAGEMENT**

- 3.01 The Union acknowledges that it is the exclusive function of the Company
- (a) to maintain order, discipline and efficiency, and
  - (b) to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
  - (c) To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice at least seven (7) days before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union at the time of the notice.
  - (d) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company.

3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

#### **ARTICLE 4.00 - UNION DUES AND UNION MEMBERSHIP**

4.01 The parties hereto 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.

4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.

4.04 The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

The Company agrees to deduct authorized initiation/ reinstatement fees from employees as authorized.

The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by not later than the twentieth (20th) day of the following month.

4.05 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.

4.06 If the wages of an employee payable on the payroll for the last pay period of any month 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 Employer in such month. The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

#### **ARTICLE 5.00 - STRIKES AND LOCK-OUTS**

5.01 **Strikes** - It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any conceivable reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes. Accordingly, during the term of this Agreement, no

officer, representative or agent of the Union shall authorize, encourage, instigate, promote, cause, engage in, sanction, condone, aid, abet or assist in any kind of strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown, picketing, concerted stoppage of work or any other intentional interruption or curtailment of work against the Company, nor shall any employee encourage or engage in any strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown or other intentional interruption or curtailment of work against the Company. In addition, during the term of the Collective Agreement or negotiations for its renewal, there shall be no lockouts by the Company.

#### **ARTICLE 6.00 - NO DISCRIMINATION**

- 6.01 The Union, and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03 Where the word "he" is used in this Collective Agreement, it also means "she".

#### **ARTICLE 7.00 - SPECIFIC PERFORMANCE**

- 7.01 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.
- 7.02 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.

#### **ARTICLE 8.00 - UNION REPRESENTATION & SAFETY**

- 8.01 The Union shall name a Shop Steward Committee of at least one (1) from each of the following groups:
- (i) Customer Service,
  - (ii) Grooming,
  - (iii) Ramp/Maintenance (combined)

In the event of any group with more than fifty (50) employees, the Union shall name one (1) per fifty (50) employees or any portion thereof. However, two (2) members shall attend any meeting between Management and Union.

- 8.02 Matters pertaining to the interpretation, application or administration of this Collective Agreement, shall be discussed and adjusted by the Company and the

Shop Steward Committee who shall meet during working hours monthly, indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only Shop Steward Committee members, a General Chairperson and/or an International Officer of the Union shall be present at meetings with the Company. All time in meetings shall be paid at regular time.

- 8.03 (a) The parties will schedule monthly Union/Management meetings discuss matters relative to both the day to day operation and long term viability of the base. Such discussions to include, but not limited to:

Equipment repair, maintenance and/or replacement

Equipment/facilities damage

Parking issues

Uniform issues

Hiring practices

Scheduling

Any matters related to the cost of operation excluding changes to the collective agreement.

The Union representative at the foregoing meetings will be included but is not limited to the Chief Steward and a representative from the department impacted by the discussions.

- 8.03 (a) The Union may designate and the Company shall recognize Shop Stewards and the Chief Shop Steward for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and Chief Shop Steward and the work area the Union has so designated him.

- (b) The Company and Union agree to establish a Health and Safety Committee consisting of a minimum of two (2) Union members and not less than two (2) management members.

- (c) Employees injured at work who are not able, will not be required to make accident reports before they are given medical attention, but will make them as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by the Company to and from a doctor or hospital, if medical care required.

- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate supervisor, and when resuming his regular duties he shall report to the Supervisor.

8.05 The Shop Steward Committee, Shop Stewards and Chief Shop Steward shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment. The Shop Stewards shall be allowed up to two (2) hours per month paid by the Company to meet at a time convenient to the Stewards and the Company.

**ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES**

9.01 The parties hereto desire 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. An employee who has cause for complaint shall discuss it pursuant to Clause 9.02 within seven (7) days of their awareness of the cause of complaint.

9.02 Step 1 – Pursuant to Clause 9.01, the complaint will be discussed between the Shop Steward, employee(s) and a Company representative (normally the employee’s supervisor) with a view to a prompt and fair resolution. Should an employee not receive satisfaction in regard to the complaint within five (5) days, he may state his grievance in writing on the appropriate form or the right to grieve shall be deemed waived. The grievance form will be accepted by the Company representative with appropriate copies to the Union Chairman and the Department Manager.

9.03 Step 2 – The Union Chairman and the Station Manager or their designated representatives shall meet within three (3) days thereafter or within such longer period as may be mutually agreed to attempt to resolve the grievance. Within five (5) days following this meeting the General Manager or his designate shall deliver to the Union his decision in writing.

9.04 Step 3 – Should the Union consider that a just settlement has not been found, it may present the grievance to the Company’s Regional Human Resources Director (RHRD) or his designee within ten (10) days after the date of the decision rendered in the Second Step. Within ten (10) days a meeting to discuss the grievance at Third Step shall be arranged between the RHRD or his designee and the General Chairperson or his designee. Within ten (10) calendar days thereafter, the RHRD shall present the Company’s final decision in writing to the Union.

9.05 Witnesses that would aid in settling the grievance will be invited to attend and participate by either party, as they deem necessary.

9.06 The parties may waive any step in this procedure and/or extend the time limits by written agreement which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.

- 9.07 The Company or the Union may initiate a policy grievance in writing at Step 2 on any difference concerning the interpretation or alleged violation of this Agreement within ten (10) days of the occurrence. An extension to this time limit may be granted and shall not be unreasonably withheld.
- 9.08 Any matter discussed by the Company and the Union pursuant to Article 8.02 hereof which is not adjusted to the satisfaction of both parties, or any dispute over the settlement of a grievance at the Third Step may be submitted to arbitration by either party. It shall be deemed to be settled or abandoned if, within ten (10) days after a final decision has been announced neither party has given written notice of intent to submit the matter to arbitration.
- 9.09 No disciplinary action shall be taken by the Company prior to giving the employee the opportunity to have his case presented at a hearing; a Shop Steward must be present at the hearing. Notification of such hearing shall be given in writing within ten (10 days) of the time when the Company became aware of the incident stating the reason for the hearing. The notification shall be given to the employee and the Shop Steward with sufficient notice for the employee and Shop Steward to consult. In the exception of the absence of the employee such notification shall be given to the Shop Steward and a copy mailed to the employee's last known address.
- a) It is understood that in the event of an incident of physical violence, theft or an immediate safety hazard the Company may, at its discretion, suspend the employee without pay pending a hearing. Such hearing to occur within three (3) days, under no circumstances will the employee suffer a loss of pay exceeding three (3) days pay awaiting a hearing, unless that delay is the fault of the employee.
- 9.10 An employee with seniority who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure within seven (7) days of their awareness of the cause of complaint.
- 9.11 If the foregoing discipline (ref. 9.10) includes a suspension without pay, such discipline will not be served until all avenues of the grievance procedure, excluding arbitration, if applicable, have been exhausted.
- 9.12 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.
- 9.13 For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays.



## **ARTICLE 10.00 - ARBITRATION**

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitral, may be submitted to arbitration by the parties hereto as herein provided.
- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.
- 10.03 Within five (5) working days after notice of intent to arbitrate has been given as provided in Clause 9.08 hereof, the Company and the Union shall attempt to jointly name an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an Arbitrator, within two (2) days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an Arbitrator.
- 10.06 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.07 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties, it is understood and agreed that in the event mutual agreement is not obtained then the Single format will apply.

Process as follows:

Single: Standard formal arbitration as directed by the arbitrator.

Expedited:

1. Hearings will be in Calgary at locations agreed to by the parties, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).
3. All representations are to be short and concise with:
  - (i) comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed.

- (ii) Limited use of precedential authorities.
- (iii) Parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Decisions will be:

- (i) Rendered verbally to parties within three (3) working days of hearing. (ii) Confirmed in writing within two (2) calendar weeks of hearing.
- (iv) The written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for decision.
- (iv) Without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
- (v) Binding on both parties.
- (vi) Consistent with the terms of the agreement.

5. Fees and expenses of the arbitrators shall be shared equally by the parties. It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

- a) A brief of pertinent documents will be jointly presented to the chairperson.
- b) If possible a statement of agreed to facts will be jointly presented to the chairperson.
- c) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
- d) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- e) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the chairperson.
- f) Witness will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- g) Arguments will be presented only to points in issue.

- h) Mediation of the issue by the chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

- 10.08 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.
- 10.09 The parties shall each pay one-half of the expenses of the arbitrator
- 10.10 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 11.00 - PROBATION**

- 11.01 The first ninety (90) calendar days of active employment for a full-time employee and the first four hundred and fifty (450) hours worked by a part-time employee shall be a probationary period. During this period, the Company will assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed. The Company with the concurrence of the Chief Shop Steward may extend the probationary period for full-time employees to one hundred and twenty (120) calendar days of active employment or to six hundred (600) hours worked for part-time employees.  
Part-time employees who become full-time during their probation will have hours already worked credited toward their full-time probation, i.e. total hours worked divided by eight (8) hours equals the days credited toward full-time probation.

A probationary employee will not have seniority. When probation has been completed, seniority will be counted from the initial date of hire. When probation has been completed, all Company benefits as provided for under Schedule "D" will commence.

- 11.02 Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.
- 11.03 An employee transferring from one occupational group to another will be required to serve a trial period of 60 calendar days in his new position. This sixty (60) day period is to provide the Company time to evaluate the employee's suitability in the new occupational group. If during this evaluation period, the employee is away from work for more than five (5) days then an equal number of days shall be added to the end of the evaluation period. The employee may exercise his

seniority in his previous position if he chooses to return or should he fail to successfully complete his sixty (60) day trial period.

## **ARTICLE 12.00 - SENIORITY**

- 12.01 Definition: Seniority is defined as an employee's period of continuous service within the bargaining unit with the Company, measured from the most recent date of hire or rehire. Continuous employment shall mean without a break in employment except for vacation, general holidays, authorized leave of absence, layoff of less than six (6) months and apprentice training at trade school.
- 12.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within an occupational group as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.
- 12.03 Application of Seniority: Seniority shall be used to determine the assignment of the work force, (as per shift picks and vacancy replacement process procedures, mutually agreed by both parties and providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of layoffs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications and know how to perform all of the work required by the job. "Ability" as used in this Article means possession of the required level of physical fitness, strength, co-ordination and stamina to perform all of the work required by the job.
- 12.04 Layoff and Recalls: The Company has the right to layoff employees to the extent it determines to be necessary. In the event of a layoff, the Company shall discuss with the Shop Steward Committee the procedure to be followed in the layoff including the order of those to be laid off. Failing agreement the employees hired last shall be laid off first providing the senior employees who remain possess
- 12.05 relatively equal qualifications and ability; where contested the onus shall be on the Company to establish that the junior employee has qualifications and ability superior to the senior employee.

Recalls for such layoffs shall be in the order of seniority providing the senior employees possess the necessary qualifications and ability to perform the work required.

- 12.05 Termination of Seniority  
Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for cause;
- c) an employee has been on layoff for six (6) consecutive months;
- d) If within three (3) days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work. Such notice to be certified mail return receipt requested to employee's last known address with the Company;

Note: For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays.

- e) an employee fails to report for work at termination of leave of absence;
- f) an employee retires;
- g) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

12.06 The Company will post seniority lists at six (6) month intervals on the first of January and July and will provide the Union office and the Shop Steward Committee with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his 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 or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

12.07 a) Should an employee, full time or part time, be permanently transferred from one occupational group to another occupational group, his seniority shall continue in his new occupational group for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall pertain to his new group.

b) Employees who accept transfers to positions outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall be allowed to work 80 days in a calendar year. Their seniority shall continue to accrue and they will continue to pay union dues. After such time they shall return to their former occupational group in the bargaining unit. An employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority. Such assignments will be in writing copied to the Union.

- 12.08 For seniority purposes, Lead Hand is not a separate occupational group and for all purposes to which seniority applies, the employee will use his bargaining unit seniority with the Company.
- 12.09 Same Day Hiring  
The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number drawn will be the most senior for that date; the next highest number will be the second most senior; etc. This draw will be done right after hiring during training with all involved employees. There will be a Shop Steward present.

### **ARTICLE 13.00 - LAY-OFF AND RECALL**

- 13.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.
- 13.02 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days' notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.03 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview.  
A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.04 If within three (3) after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

**Note:** For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays.

### **ARTICLE 14.00 - LEAVE OF ABSENCE**

- 14.01 The Company may at its sole discretion, grant an employee a leave of absence without pay for a duration of less than two weeks. All requests must be submitted in

writing a minimum of two weeks in advance of the leave.

- 14.02 A leave of absence without pay, for a period not less than two (2) weeks and not exceeding thirty (30) calendar days will be approved by the Company upon twenty (20) days written request except in special circumstances. Such leave, when granted shall be without loss and with accrual of seniority. Such leave will be limited to a maximum of two per year per employee.

It is understood that such leaves will not be approved when the total number of employees on vacation, on leave, personal banked time days, lieu days, combined with any vacant positions exceed the ratio as defined in Article 21.09.

e.g. 300 employees ratio 1 in 15, maximum 20 employees away, 12 on vacation, 3 vacant positions, allowing 5 leave slots open.

Leave **will** be granted on a first come basis but will not precede vacation bids. The Company shall give its reply within ten (10) working days of a request.

- 14.03 A leave of absence without pay in excess of thirty (30) calendar days may be approved only where there is mutual agreement amongst all parties involved. Seniority will not accrue beyond thirty days, unless otherwise provided for in this agreement.

- 14.04 a) Upon written request of the Union, the Company shall not deny a leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business. Such leave of absence shall not exceed an aggregate of thirty (30) days in any calendar year for any such employee. Any leave of absence shall not exceed two (2) weeks at any one time unless mutually agreed otherwise, and shall be granted to such officials or delegates for the purpose of attending Trade Union Conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of 3% of the Bargaining Unit work force.
- b) The Company shall recognize five (5) members who are employees of the Company covered by this collective agreement who shall constitute a negotiation committee. The function of such committee shall be to meet with designated company representatives for the purpose of negotiating amendments or renewal of this collective agreement. Members of the negotiation committee will be paid a regular shift at their regular rate for each day spent in direct negotiations and shall include two (2) eight (8) hour days or two (2) regular shifts, whichever is greater for the purpose of drafting proposals.

- 14.05 On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that

the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.

- 14.06 An employee will not engage in other gainful employment while on Leave of Absence except in cases of emergency unless mutually agreed otherwise.
- 14.07 Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit, it is the responsibility of that employee while absent from the workplace for any reason, to continue those payments upon notification from the Company. Failure to pay any premiums on time will result in the termination of those benefits at the discretion of the Company.

#### **ARTICLE 15.00 -JOB POSTING**

- 15.01 The Company reserves the right that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned.
- 15.02 Bargaining unit vacancies will be posted to all departments for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward the Company may fill the vacancy by such other means as it deems fit. Priority will be given to candidates applying within the Occupational Group of the vacancy.
- 15.03 Employees who are on vacation or who are off on disability or maternity leave during the posting period will have three (3) days after their return to bid the opening.
- 15.04 a) Awarding of permanent Lead or Charge Hand positions will be made from the current eligible relief Lead or Charge Hands.
- b) When a permanent full time or part time Lead or Charge drops their permanent Lead or Charge status, he or she will retain their relief Lead or Charge status. These Leads or Charge's however would not be able to bid a permanent full time or part time Lead or Charge position for six months from the date he or she dropped their position.

#### **ARTICLE 16.00 - POSTING NOTICES**

- 16.01 At least three (3) lockable bulletin boards shall be maintained for the posting of Union notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous or of any defamatory nature or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of the posting, other than those of a routine nature.



## **ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT**

- 17.01 Unless otherwise specifically addressed, and subject to the Canada Labour Code, nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.
- 17.02 a) A standard work week for full time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments. A standard working day shall consist of nine (9) hours including one (1) hour unpaid meal break each day. The forty (40) hour week can be made up in any of the following rotations:
- I. Five (5) where possible consecutive nine (9) hour days followed by two (2) days off.
  - II. Four (4) where possible consecutive eleven (11) hour days followed by three (3) days off.
  - III. Four (4) consecutive twelve (12) hour days followed by four (4) days off.
  - IV. Six (6) consecutive nine (9) hour days followed by three (3) days off.
  - V. Any other shift as mutually agreed by the parties.

Menus:

- 5-2 9-HOUR WORK DAY  
1 HOUR UNPAID LUNCH  
75% SICK LEAVE PAID OUTIDAY  
100% PAID ON PERSONAL DAYS  
LUNCH BETWEEN 3<sup>RD</sup> AND 5<sup>TH</sup> (STARTING)
- 9 -HOUR WORK DAY  
1 HOUR UNPAID LUNCH  
75% SICK LEAVE PAID OUTIDAY  
100% PAID ON PERSONAL DAYS  
LUNCH BETWEEN 3<sup>RD</sup> AND 5<sup>TH</sup> (STARTING)
- 4-4 12-HOUR WORK DAY  
1 HOUR UNPAID LUNCH  
75% SICK (11)  
100% PAID ON PERSONAL DAYS  
LUNCH BETWEEN 4<sup>TH</sup> AND 7<sup>TH</sup> HOUR (STARTING)
- 4-3 11-HOUR WORK DAY  
1 HOUR UNPAID LUNCH  
75% SICK (10)  
100% PAID ON PERSONAL DAYS (10)  
LUNCH BETWEEN 4<sup>TH</sup> AND 7<sup>TH</sup> HOUR (STARTING)

- b) With the exception of new hire and initial training required by a customer, part time employees will not be scheduled to work more than 32 hours per week. Part time employees shall be scheduled a minimum of four (4) hours for each shift worked.
- c) There will be a minimum of eight (8) hours rest between shifts unless mutually agreed by the Company and the Union.
- d) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift. Employee's shifts longer than the standard nine (9) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift. Should an employee not receive his scheduled lunch break, the employee shall be paid a minimum of one hours pay at the rate of one and one-half (1-1/2) his regular hourly rate as well as his one (1) hour lunch break.
- e) A part time Customer Service Agent or a part time Cabin Service Agent who is scheduled to work a shift between five and one half (5-1/2) hours and seven and one half (7-1/2) hours long shall be scheduled to take a fifteen (15) minute paid break starting from the end of the second hour and to finish before the end of the fourth and one half hour of the shift.

17.03 The Company will arrange shift schedules on an occupational department basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules.

17.04 Prior to the airlines major schedule changes, the Company and the Union Shift Committee will meet to discuss and review the requirements and manpower. Suggestions and or input as provided will not be unreasonably denied.

17.05 The regular schedule of shifts shall be posted and copies supplied to the Union.

17.06 a) In conjunction with the major airline schedule changes, all full-time employees will bid their shift schedule according to seniority by time slot. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. The bids shall be completed and the awarded schedules shall be posted not less than five (5) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid. These bids will be administered by the union and management.

b) Part time employees will bid their shift schedules according to seniority and airline schedules. These shift schedules will be bid monthly. See LOA # 7. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. Bids shall be completed and the awarded

schedules shall be posted not less than five (5) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid. These bids will be administered by the Union and the Company.

- c) If as a result of a shift bid, an employee's new schedule conflicts with his previous schedule, the Company will not be responsible for any hours lost. It is understood that additional hours worked as a result of the shift bid will be paid at the employee's regular rate of pay.

17.07 The Company may alter the shift schedules to accommodate airline schedule changes and contractual commitments, and to cover employees of the workplace.

- a) An employee required to attend training may have their shift changed pursuant to Article 17.10.

17.08 When the Company alters the work schedule, it shall provide as much advance notice as possible to the employees affected. The Company shall discuss with the Union Shift Committee its decision to alter existing shifts in advance of their implementation. It is further agreed that re-deployment of the employees on duty to meet the revised requirements will be actioned prior to the alteration of work schedules.

17.09 Should there be flight cancellations due to statutory holidays after the schedule for that month has been completed and posted causing a reduction in manpower requirements on certain shifts, the Company will first offer in order of seniority, and on a voluntary basis, time off to those employees on the shifts where the reduction occurs.

17.10 In the event shift changes to meet the revised operational requirements are necessary, then at least 24 hours notice will be provided to the affected employee. In the event 24 hours notice is not provided, the rescheduled employee shall receive one and one half (1-1/2) times his regular rate of pay for the first shift worked or shall receive his regular rate of pay for the first shift that has been cancelled or reduced unless mutually agreed otherwise.

17.11 Part Time Relief

- a) The Company shall determine the number of relief shifts to be created on a weekly basis as part of the monthly shift schedule process. It is understood the intent is to cover all shifts unless there are changes to the operational requirements that alleviates the need.
- b) Relief employees may be utilized to cover all known vacation, voluntary leaves of absence, WCB, weekly indemnity, maternity/child care leave, adoption leave,

parental leave, union leaves, modified return to work, jury duty and training in addition to operational coverage as required.

- c) Relief shifts will be created after all employees have bid the monthly shift lines.
- d) Relief shifts will be posted and bid twenty-four (24) hours after the monthly shift bid has been completed. Relief may bid by memo or phone.
- e) Awarded shifts will be posted no less than forty eight (48) hours prior to the start of the new schedule. In the event of less than 48 hours notice, the employee(s) shall be paid at overtime rates for all hours until 48 hours has elapsed.
- f) Relief employees will be entitled to overtime pay for hours worked in excess of 32 hours/week.

Full time relief:

- a) Full time relief lines may be established for vacation relief.
- b) Full time relief employees will be entitled to overtime pay for hours worked in excess of the scheduled work week. Providing the full rotation including days off associated with that rotation are applied before another work week is commenced. In the event a full rotation is not worked then the employee will be entitled to overtime pay for hours worked in excess 40 hours

17.12 The Company may offer additional shifts to cover any operational requirement, which was not known at the time that the schedule was bid. Such shifts will be posted as soon as the company is aware of the requirement, and offered to the eligible employee(s) who respond to the posting. It is understood that any additional shifts will be awarded ten (10) days in advance of the requirement from those employees that would not incur overtime. Shifts will be awarded by management, on an equitable basis.

In the event there are no volunteers or the date of awareness is less than 10 days the Company will award the shift to the eligible employee(s) signed up in the availability book. In the event there are no employees signed up in the availability book the Company may assign, in reverse order of seniority from those employees eligible with a minimum of forty-eight (48) hours notice. In the absence of 48 hours notice the assigned employee will be compensated at the rate of one and one half times (1-1/2) his regular rate of pay for those additional hours worked.

It is understood and agreed that no employee shall be compelled to work additional shifts he/she is not able to work due to other commitments e.g. school, medical appointments or another job, etc.

- a) Additional hours required on a daily basis due to unexpected changes in the operation may be offered and/or assigned as follows:

All part time employees on shift will be offered with as much advance notice as possible, the additional hours in order of seniority. It is understood that any additional hours be first awarded to those employees that will not incur overtime. In the event there are insufficient volunteers, the company may assign in reverse order of seniority. Those employees assigned will be paid at 1-1/2 times their regular rate of pay for the hours worked.

17.13 Late starting for employees who arrive late for work shall be calculated as follows:

00 to 05 Minutes	NO DEDUCTION
06 to 15 Minutes	15 MINUTES DEDUCTION
16 to 30 Minutes	30 MINUTES DEDUCTION

### **ARTICLE 18.00 - OVERTIME & SHIFT PREMIUM**

Overtime: The Company has the right to provide and require reasonable overtime work, and employees will be expected to perform such work as may be required by the Company to meet its contractual commitments. The Company will attempt to give advance notice to employees designated to perform overtime.

- 18.01
- a) The Company will distribute overtime on an equitable basis and will post a monthly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such a refusal will be recorded against an employee as overtime worked in accordance with the agreed timetables by the Chief Shop Steward and/or Local Lodge President and Management.
  - b) Overtime will be recorded on a quarterly basis with effect from January with a copy to the Union upon request.
  - c) Dependent upon requirements and qualifications, overtime will be offered to employees in the following order:
    - (1) Where day of overtime requirements are expected to be less than four **(4)** hours, and scheduled to occur within four **(4)** hours prior to the start of a shift or four **(4)** hours after the termination of a shift, it will be offered to those full time or part time employees scheduled on that shift.
    - (2) In the event overtime is refused as per item 1, the employer may utilize the reverse order assignment as per Article 17.12.
    - (3) In the event that items 1) and 2) are exhausted and where the overtime requirements are expected to be less than four **(4)** hours, it will be offered to those full time or part time employees off duty and whose names appears in the "overtime availability binder" on an equitable basis.

- (4) Where overtime is expected to be greater than four (4) hours, it will be offered to those full time or part time employees on scheduled days off and whose name appear in the "overtime availability binder" on an equitable basis.
- (5) When item 4) is exhausted and where overtime requirements are expected to be greater than four (4) hours, it will be offered to those full time or part time employees scheduled on day of and whose names appear in the "overtime availability binder" on an equitable basis.
- (6) When items 4) and 5) are exhausted and where the overtime requirements are expected to be greater than four (4) hours, it will be offered to those full time or part time employees whose names do not appear in the "overtime availability binder" on a seniority basis.
- (7) When items 4), 5) and 6) are exhausted and where the overtime requirements are expected to be greater than four (4) hours it will be offered to those full time and part time employees off duty from another occupational group who are qualified to perform the work.

- 18.02 All employees shall be compensated for all authorized overtime hours worked at one and one-half (1½) times their regular hourly rate i.e. only for hours worked in excess of eight (8) per day or hours in excess of forty (40) per week or in the case of part time employees thirty two (32) hours per week. In the event of full-time employees working an irregular shift i.e. 4/4, such payment will be for all hours in excess of their scheduled workday or for work on scheduled days off. Hours worked as a result of shift trades are not subject to any overtime provisions.
- 18.03 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours paid at the appropriate overtime rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.
- 18.04 An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employee will not work more than five and one-half (5½) hours at one stretch. There shall be a minimum of three and one-half (3½) hours between meal breaks.
- 18.05 The Company will pay a shift premium of forty cents (40¢) per hour for shifts commencing on or after 12:30 hours and seventy cents (70¢) per hour for shifts commencing on or after 18:00 hours to and including 05:00 hours.
- 18.06 For the purpose of calculating overtime, a day shall be reckoned from the start of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with the Article 18.00. When the next shift does not fall on the following day, i.e. that day being a rest day, then the rest day shall be calculated

twenty-four (24) hours from the start of the previous shift.

- 18.07 An employee who has indicated his availability for overtime in the "binder" and is bypassed by the Company for any reason during requests for overtime shall be compensated for the length of the overtime shift bypassed at this regular rate of pay.
- 18.08 When an employee is called in to work overtime to replace another employee on a shift, the employee called in will receive the appropriate overtime rate for the hours worked. Should, for any reason, the shift be less than four (4) hours the employee will receive the minimum recall of four (4) hours according to Article 18.03.
- 18.09. a) Effective December 1, of each year employees shall have the option to participate in the time bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provision. Employees who do elect to either participate or not will be bound by that decision to December 1, the following year.
- b) Credits in the time bank cannot exceed ninety-six (96) hours.
- c) Any employee opting into the time bank cannot exceed forty-eight (48) hours of credit per year. After forty-eight (48) hours, all overtime pursuant to Article 18 will be paid out for the balance of the calendar year. Employees may liquidate time bank hours once a year however, there shall not be any topping up of banked hours.
- d) For credit purposes, all overtime hours will be converted to straight time hours.
- e) All banked hours shall be paid at the rate earned at the time of the credit, regardless of any wage increases.
- f) Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31<sup>st</sup> of any year said employee shall be paid for any remaining hours at the next closest pay period.
- g) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- h) Subject to operational requirement, employees may liquidate time bank hours for not less than one (1) scheduled shift, with a minimum of twenty (20) calendar days notice on a first come first served basis. When requests are made on the same day, seniority will apply.
- i) A maximum of two (2) ramp employees and one (1) employee in all other departments may be on time bank on any one (1) day.

**ARTICLE 19.00 - STATUTORY HOLIDAYS; PERSONAL DAY**

19.01 The following Statutory Holidays shall be observed:

New Year's Day	Remembrance Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	August Civic Holiday
Thanksgiving Day	Family Day
Labour Day	

An employee who works on a Statutory Holiday will be paid at one and one half (1%) his regular rate for the hours worked in addition to the paid statutory holiday or will receive a day off in lieu at the employees' choice. At no time may the total number of employees absent due to vacation, personal and lieu days exceed a ratio of 1:12 per occupational group. The lieu day shall be approved as follows:

- a) A lieu day shall be granted if the employee requests the day in writing prior to the monthly shift schedule for the period being developed.
- b) In the event the request is after the shift schedule has been developed then the day off will be granted at the company discretion subject to operational requirements, however such approval will not be unreasonably withheld.
- d) Lieu day requests will be granted on a first-come, first-served basis. In the event there are several requests submitted on the same date for a particular "lieu day", seniority shall be the deciding factor.
- e) No time will be granted between December 15 to January 15, inclusive and there will be no carry over to the next year, however any day requested by an employee and not granted by the Company will be paid at the end of the calendar year. It is understood the employee is not limited to one request if the day is denied.
- f) Lieu day will be paid at the time it is taken.

19.02 Wages will be paid for a Statutory Holiday to an employee absent from work under the following:

- a) Verified illness.
- b) Death in the immediate family. Immediate family means: parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law and grandparents and grandchildren of employee and spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee



permanently resides.

- c) Jury duty.
- d) Prior written permission.
- e) Subpoenaed witness.

19.03 In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate.

19.04 Part-time employees requirement to work (ten) 10 days in the previous thirty (30) days to qualify for statutory holiday.

19.05 a) A full-time employee, upon completion of probation, will receive one (1) floating "personal day" off per contract year (January 1 - December 31) paid at 100%.

b) A part-time employee, upon completion of probation, will receive one (1) floating "personal day" off per contract year (January 1 - December 31) paid as per the following formula. Total of regular hours past thirty (30) calendar days divided by twenty (20) to a minimum of four (4) and a maximum of eight (8) hours.

c) Should the Company rearrange schedules such that an employee's chosen day becomes a scheduled day off, the employee will be allowed to choose another "personal day".

d) The "personal day" shall be granted if the employee requests the day in writing twenty (20) calendar days prior to the date requested.. In the event the request is after the shift schedule has been developed then such requests will go in the "availability book", the day off will be granted at the Company discretion subject to operational requirements, however such approval will not be unreasonably withheld.

e) At no time may the total number of employees absent due to vacation, personal and lieu days exceed a ratio of 1:12 per occupational group.

f) Requests will be granted on a first-come, first-served basis.

g) If there are several requests handed in on one date for a particular "personal day", seniority will prevail regarding the requests.

h) No time will be granted between December 15 to January 15, inclusive.

i) There will be no carry-over to the next year, however any day requested by an employee and not granted by the Company will be paid at the end of the

calendar year.

j) A calendar will be posted that charts "personal day" status.

19.06 If any of the above holidays fall on or are observed during an employee's vacation, he shall be entitled to an additional day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.

#### **ARTICLE 20.00 - JURY DUTY & CROWN WITNESS**

20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.

20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

#### **ARTICLE 21.00 - ANNUAL VACATION**

21.01 a) All employees shall receive vacation with pay in accordance with the following schedule.

b) For the purpose of a vacation week a full time employee who normally works a 6&3 shift will be six (6) working days, 5&2 will be five (5) working days and 4&4 will be four (4) working days. Part time employees vacation hours will be based on a 5&2 work week.

21.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement one (1) day per completed calendar month up to ten (10) days.

21.03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service [or whose seniority is equivalent to one (1) year or more] shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.

21.04 Employees who, at their vacation selection date, have five (5) years or more of continuous service [or whose seniority is equivalent to five (5) years or more] shall receive vacation pay calculated at the rate of ~~six~~ percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to three (3) weeks (fifteen (15) working days) vacation.

- 21.05 Employees who, at their vacation selection date, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (twenty (20) working days) vacation.
- 21.06 Vacation selection date shall mean the employee's confirmed vacation starting date. Vacation Leave may, if the employee wishes, be taken in conjunction with regular days off.
- 21.07 a) Full time employees will have the option to have vacation entitlement in excess of two (2) weeks paid in lieu of vacation time off. Upon the return of the employee from the mandatory two (2) weeks of vacation, the Company will initiate the payment of any outstanding vacation pay. The option to have vacation entitlement paid out must be declared prior to November 1<sup>st</sup> on the year earned. Where the option has not been declared, vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.
- b) Part time employees who are eligible for vacation may have their vacation pay paid out. Employees who exercise this option will not be eligible for time off during the year. Employees who wish to be paid out must apply in writing between December 1 and December 31 of each year. Vacation pay will be paid during January.
- 21.08 Vacation bids will be done by the Company annually by slot time and be completed no later than December 15th. Should an employee miss his allotted slot time, they will still be able to bid, however they will not displace any employee who has bid prior to them.

The vacation period will be from January 1<sup>st</sup> to December 31<sup>st</sup> of the following year. If full time shift bids are done more than once per year and the resulting shift cycle means the original bid vacation days are not scheduled working days, the employee will be accommodated as follows:

If the week immediately before and after the original week is open, then it shall be at the employee's discretion to select one of the weeks.

If one of the weeks immediately before or after the original week is full as per the ratio, then the employee will be accommodated on one of those weeks at the company's discretion.

If the weeks immediately before and after the original week are both full as per the ratio, then the employee will select one of the weeks at their discretion.

Employees will bid all vacation entitlements at one time based on seniority.

Vacation bids will be by seniority in the employees occupational group. When all employees in an occupational group 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.

Vacation entitlements may be split as follows:

- 1 week or less –no splits
- 2 weeks or less – 1 split
- 3 weeks – 2 splits
- 4 weeks – 3 splits

21.09 a) There will be four vacation bids.

- 1) Ramp ratio is one (1) employee in fifteen (15).
- 2) Charters ratio is one (1) employee in fifteen (15) includes baggage.
- 3) Maintenance ratio is one (1) employee in fifteen (15).
- 4) All other CSA product specific shall bid as a group with a ratio of one (1) employee in fifteen (15) with a maximum two (2) employees on vacation per product.

## **ARTICLE 22.00 - GROUP INSURANCE**

See Schedule "D"

## **ARTICLE 23.00 - BEREAVEMENT**

23.01 In the event of a death in the employee's immediate family the employee will receive three (3) days off to be taken within 7 days immediately following the date of death unless circumstances warrant otherwise. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

Immediate family means: parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law and grandparents and grandchildren of employee and spouse, any relative of the employee who resides permanently in the

employee's household or with whom the employee permanently resides.

In addition to the foregoing a request for an unpaid Leave of Absence to attend to personal affairs in the event of the death of an aunt, uncle, niece, nephew or first cousin will not be unreasonable withheld.

#### **ARTICLE 24.00 -LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

24.01 An additional twenty-four (24) weeks of unpaid child care leave with the same qualifying requirement is available to employees on the birth or adoption of a child, with entitlement extended to both parents, whether natural or adoptive.

As a consequence, natural mothers are entitled to a maximum of (forty-one) 41 weeks (seventeen (17) maternity, twenty-four (24) child care).

An employee is not obliged to take maternity leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.

An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.

Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities.

An employee is entitled to receive employment information during the leave.

No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take child care leave.

#### **ARTICLE 25.00 - CLASSIFICATION OF EMPLOYEES**

25.01 Every employee covered by this Agreement shall be classified under an occupational group appropriate to the work he normally and regularly performs. The occupational group in which employees shall be classified are those listed by job title in Schedule "B".

25.02 To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new occupational group.

The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates listed in Schedules "B"

and "C".

- 25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 25.04 Whilst an employee shall normally only be required to carry out the duties of this classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him on a temporary basis to meet an unforeseen circumstance calling for immediate action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.
- 25.05 Progression within each classification shall be automatic within the terms of the job description.
- 25.06 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.
- 25.07 Progression within the wage scale shall be automatic.
- 25.08 Employees shall be paid every two (2) weeks. Should the employee's gross pay be short more than forty (40) dollars due to the fault of the Company, the adjustment shall be made in the next two working days following receipt by the payroll department of the required payroll inquiry form. This excludes Saturdays, Sundays and Holidays.

#### **ARTICLE 26 - PART-TIME/FULL-TIME EMPLOYEES**

- 26.01 It is agreed that should the hours of part-time employees make it possible to create full-time shifts, due to the airline schedules change or there are additional flights, these positions shall then be posted. This will be reviewed on a quarterly basis between the Union and the Company.

#### **ARTICLE 27 - HARASSMENT**

- 27.01 All employees covered by this agreement have the right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
- Vexatious comments or conduct that ought to be known unwelcome.
  - harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.

- 27.02 Harassment complaints will be handled in accordance with the current Company policies issued in sexual harassment jointly between the General Manager and the Chief Shop Steward and/or Local Lodge President. Throughout the process such handling shall be confidential.
- 27.03 At the same time, the parties also recognize the damage a false charge made under this article may bring upon an employee. Therefore if during the investigation it is found that such a charge of harassment is made with "malicious intent", disciplinary action would be taken against the complainant.
- 27.04 The parties hereto recognize the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.
- 27.05 The Company will keep posted at all it's notice boards a copy of it's policy and this article.

**ARTICLE 28.00 - RENEWAL, AMENDMENT AND TERMINATION**

- 28.01 Except as otherwise provided herein, this Agreement shall be effective from August 01, 2008 through to July 31, 2011 and, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred twenty (120) days prior to any such yearly date of termination.
- 28.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 26.01, negotiations shall commence not later than ten (10) days after the date of such written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

Dated at Calgary this \_\_\_\_\_ day of \_\_\_\_\_, 2008

SERVISAIR INC.

INTERNATIONAL ASSOCIATION ~~OF~~ MACHINISTS  
AND AEROSPACE WORKERS, LOCAL 2734

\_\_\_\_\_  
Janet Ransom RHRD

\_\_\_\_\_  
Michael Ambler IAMAW Chairperson

\_\_\_\_\_  
Alan Lawn, General Manager

\_\_\_\_\_  
Cisco Cain, Chief Steward

\_\_\_\_\_  
Wayne Gilmour

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Elizabeth MacArthur

---

Krishna (Kris) Naicker

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Linda Quittenbaum

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Pravin Sudra



## **SCHEDULE "A" - CLOTHING**

Employees who transfer from one occupational group to another and uniform is issued, should the employee then wish to transfer back, cost of uniform supplied will be cost recovered from the employee. Only applies to within the first six (6) months.

The Company will provide the following uniforms to employees. Employees who resign within the first year of employment will be financially responsible to the Company for the total cost of their uniform. For the purpose of this article an employee who is absent for three (3) consecutive scheduled working days, without notice to the Company, shall be deemed to have resigned.

### **(New hire employees are entitled to the following)**

#### **RAMP SERVICE AGENT**

5 shirts (choice of long or short sleeve)/ year plus replacement if work wear-and-tear warrants it

6 pants / year plus replacement if work wear-and-tear warrants it - the employee will be able to substitute 1 shirt and 1 pants with 1 pair of long-sleeve regular coveralls to be worn in winter-time.

1 summer jacket / year with heavy quilted removable lining if Company able to arrange

1 winter parka / 2 years - the employee will have the option to choose winter coveralls

1 rain suit / 2 years

1 set ear protectors / as needed if turned in

5 pair gloves / year summer/winter combination the employee chooses

Boot allowance / the Company will provide one hundred and fifteen dollars (\$115.00) per year, paid annually

Blue knee length shorts (not provided by Company) at employee cost.

#### **EQUIPMENT MAINTENANCE MECHANIC**

1 summer jacket / year

1 winter parka / 2 years

1 rain suit / 2 years

1 set ear protectors / 2 years or as needed

5 pair gloves / (with one pair to provide adequate winter protection

10 pair laundered coveralls / year

Tool allowance / the Company will provide two hundred dollars (\$200.00) per year, paid annually.

Boot allowance / the Company will provide one hundred and fifteen dollars (\$115.00) per year, paid annually

#### **CUSTOMER SERVICE**

1 uniform jacket / year

2 long sleeve shirts / year

2 short sleeve shirts / year

2 skirts and 1 pant / year (female)

3 pants / year (male)

2 rosettes / year (female)  
2 ties / year (male)  
1 uniform cardigan/ year  
Uniform Allowance \$100.00 / year

Incumbent employees will get their uniforms replaced in the following manner:

Ramp:  
3 in one to be replaced every two years  
2 pants yearly  
2 shirts yearly

Any replacement garment needed beyond this yearly complement will be done upon return of worn-out garment.

Customer Service:  
2 pants/skirt yearly  
2 shirts yearly  
Maternity clothing when needed

Uniform Allowance \$100.00 / year

Any replacement garment needed beyond this yearly complement will be done upon return of worn-out garment.

Customer Service Agents may purchase 1 trench coat at 25% of cost every 2 years.

In all cases, employees shall be responsible for the upkeep and orderly appearance (i.e. cleaning, pressing, mending, etc.) of all clothing issued by the Company.

The Company agrees that rain wear or parkas, that have been torn during regular or extraordinary working conditions, will be replaced upon presentation of such articles, regardless of the time period.

If an employee losses a parka, the Company shall replace it the first time. However, should an employee lose their parka a second time the cost of replacement shall be the responsibility of the employee. Payment can be arranged through payroll deduction.

## **SCHEDULE "B" - OCCUPATIONAL GROUPS**

### **1. RAMP SERVICE AGENT**

#### Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. After training, operate safely and efficiently all types of equipment and vehicles used in the handling and servicing of aircraft, glycol recovery etc. Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing and operating of equipment being serviced.
5. Any other duties associated with this job classification.

### **2. EQUIPMENT MECHANIC**

#### Normal Duties

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company and operate such equipment as necessary to perform these functions. To assist on the ramp if required due to unusual circumstances.

#### Qualifications

- a) Possess complete set of tools to carry out duties.
- b) Must possess approved Licence.

### **3. EQUIPMENT MECHANIC APPRENTICE**

#### Normal Duties

Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing and operating equipment being serviced.

The equipment mechanic apprentice will participate in the Provincial apprentice program for equipment mechanics and must pass the appropriate examinations.

#### 4. **JOURNEYMAN WELDER**

##### Normal duties

- a) Repair and/or modify Company equipment within the required specifications, in a timely manner.
- b) Maintain maintenance records/ work orders and logs.
- c) Maintain Company and Customer repair (where applicable) repair and turn around standards and procedures.
- d) Follow and maintain acceptable communication procedures as established by the Company
- e) Follow acceptable Company regulatory Environmental, Safety and housekeeping standards
- f) Remain current on new technology/technological changes on equipment provided by the Company
- g) Working knowledge of mechanical operation of Company GSE

##### Qualifications

Must hold a current journeyman-accredited certificate in welding and fabrication  
Must hold a valid Provincial drivers license  
Obtain and maintain DA and Restricted Area Pass

#### 5. **CUSTOMER SERVICE AGENT**

##### Normal Duties

- (a) Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
- (b) Check in embarking passengers and perform all related duties.
- (c) Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
- (d) Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
- (e) Attend to transit and interline passengers.
- (9) To attend to special needs passengers.
- (g) Perform computer-related duties.
- (h) Perform baggage tracing and functions related thereto, in the matter laid down by the airline and/or company.

- (i) Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
- (j) Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or Company.
- (k) Any other duties associated with this job classification.

6. **OPERATIONS AGENT**

- a) Monitor aeronautical radio/ramp radio and relay information to appropriate personnel.
- b) Miscellaneous office typing/faxing/filing/photocopying.
- c) Ability to use sitatex and airline computer for flight information.
- d) Answer telephones for trouble calls/sick calls, etc.
- e) Updating passenger information line for flight into if no agents in office upstairs.
- f) Perform major load control in the manner laid down by the airline and/or Company.
- g) Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
- h) Any other duties associated with this job classification.

**LEAD HAND**

Normal Duties

A Lead is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him.

He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job and discuss aspects of the operation with the customer.

The employees entering this position will be on a ninety (90) day probationary period.

**CHARGE HAND**

Normal Duties

A Charge hand has the same specific duties and responsibilities as defined under the Lead hand job description. In addition, he will have the responsibility of directing and supervising

the work of one or more Lead hands and those employees assigned to him. He will be responsible for training within his occupational group.

### Qualifications

- a) Priority will be given to Lead hands who apply for this position.
- b) Must have thorough understanding of the job requirement of his occupational group.
- c) Must have the necessary qualifications related to his occupational group.
- d) The employees entering this position will be on a ninety (90) day probationary period.

### Functional Responsibilities

- a) Ensure that personnel assigned to him are on the job at the start of their shift and during their shift. Will report promptly any person missing at any time.
- b) Check bulletin board daily to verify any changes in procedures, policies etc. and convey this to the personnel assigned to him.
- c) Report any irregularities.
- d) Report any unsafe acts or conditions.
- e) The charge hand will not be responsible for disciplinary measures normally performed by management.

## **MINIMUM QUALIFICATIONS FOR ALL OCCUPATIONAL GROUPS**

- 1. Must be of good character, neat appearance and safety minded.
- 2. Must hold a valid driver's licence issued in the Province of Alberta where required by the Company.
- 3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.
- 4. Equipment Mechanic must have in addition to 1-3 inclusive, a minimum of three (3) years experience as an automotive service mechanic or equivalent.
- 5. A Lead/Charge Hand must have in addition to 1 - 3 inclusive, a thorough understanding of the job requirements of their occupational group and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead /Charge Hand must be capable of writing reports as required. Leads/Charge hands must pass any required course as per their occupational group.

## SCHEDULE "C" WAGE SCALE

### OCCUPATIONAL GROUP

1. RAMP SERVICE AGENT
2. EQUIPMENT MECHANIC
3. EQUIPMENT MECHANIC APPRENTICE
4. CABIN SERVICE AGENT
5. CUSTOMER SERVICE AGENT
6. OPERATIONS AGENT
7. MECHANICS HELPER

August 1, 2008 to July 31, 2009

GROUP	LEVEL 1*	LEVEL 2*	LEVEL 3*	LEVEL 4*	START	6 MTHS	12 MTHS	18 MTHS	24 MTHS	30 MTHS	36 MTHS	42 MTHS	48 MTHS	54 MTHS	60 MTHS	66 MTHS	72 MTHS
1	14.00	14.50	15.00	15.50	15.75	\$16.10	16.45	16.80	17.15	17.50	17.85	18.20	18.55	18.90	19.25	19.60	19.95
2					19.89	20.47	21.46	22.07	22.65	23.25	23.86	24.46	25.06	25.64	26.74	28.00	30.00
3					15.75	16.28	17.17	18.02	18.51	19.37	19.88	21.09	22.02				
4	14.00	14.50	15.00	15.50	15.75	\$16.10	16.45	16.80	17.15	17.50	17.85	18.20	18.55	18.90	19.25	19.60	19.95
5	14.00	14.50	15.00	15.50	15.75	\$16.10	16.45	16.80	17.15	17.50	17.85	18.20	18.55	18.90	19.25	19.60	19.95
6	14.00	14.50	15.00	15.50	15.75	\$16.10	16.45	16.80	17.15	17.50	17.85	18.20	18.55	18.90	19.25	19.60	19.95
7	14.00	14.50	15.00	15.50	15.75	\$16.10	16.45	16.80	17.15	17.50	17.85	18.20	18.55	18.90	19.25	19.60	19.95

August 1, 2009 to July 31, 2010

GROUP					START	6 MTHS	12 MTHS	18 MTHS	24 MTHS	30 MTHS	36 MTHS	42 MTHS	48 MTHS	54 MTHS	60 MTHS	66 MTHS	72 MTHS
1	14.00	14.50	15.00	15.50	16.06	16.42	16.78	17.14	17.49	17.85	18.21	18.56	18.92	19.28	19.63	19.99	20.35
2					20.29	20.88	21.89	22.51	23.10	23.71	24.34	24.95	25.56	26.15	27.27	28.56	30.60
3					16.01	16.61	17.51	18.38	18.88	19.76	20.28	21.51	22.46				
4					16.06	16.42	16.78	17.14	17.49	17.85	18.21	18.56	18.92	19.28	19.63	19.99	20.35
5					16.06	16.42	16.78	17.14	17.49	17.85	18.21	18.56	18.92	19.28	19.63	19.99	20.35
6					16.06	16.42	16.78	17.14	17.49	17.85	18.21	18.56	18.92	19.28	19.63	19.99	20.35
7					16.06	16.42	16.78	17.14	17.49	17.85	18.21	18.56	18.92	19.28	19.63	19.99	20.35

August 1, 2010 to July 31, 2011

GROUP					START	6 MTHS	12 MTHS	18 MTHS	24 MTHS	30 MTHS	36 MTHS	42 MTHS	48 MTHS	54 MTHS	60 MTHS	66 MTHS	72 MTHS
1	14.00	14.50	15.00	15.50	16.46	16.83	17.20	17.57	17.93	18.30	18.66	19.02	19.39	19.76	20.12	20.49	20.86
2					20.80	21.40	22.44	23.07	23.68	24.30	24.95	25.57	26.20	26.76	27.95	29.27	31.36
3					16.41	17.03	17.95	18.84	19.35	20.25	20.78	22.05	23.02				
4					16.46	16.83	17.20	17.57	17.93	18.30	18.66	19.02	19.39	19.76	20.12	20.49	20.86
5					16.46	16.83	17.20	17.57	17.93	18.30	18.66	19.02	19.39	19.76	20.12	20.49	20.86
6					16.46	16.83	17.20	17.57	17.93	18.30	18.66	19.02	19.39	19.76	20.12	20.49	20.86
7					16.46	16.83	17.20	17.57	17.93	18.30	18.66	19.02	19.39	19.76	20.12	20.49	20.86

NEW – Effective January 1, 2009 alternate entry rates, noted below can be used at the discretion of the Company for new hires; in the event that times change. These scales will lead directly into the regular wage scale when a new employee reaches \$15.75.

Secondary - Entry level Wage Scale

Level 1	\$14.00
Level 2	\$14.50
Level 3	\$15.00
Level 4	\$15.50

Longevity Pay

For each employee with six (6) years or more of seniority, the hourly rate will be increased by thirty cents (30¢).

Additional Longevity Pay

All Full Time Ramp Service Agents (Group 1), Equipment Mechanics (Group 2) and Customer Service Agents (Group 5) who were hired prior to January 1, 1993 will receive the following additional longevity pay:

	GROUP 1	GROUP 2	GROUP 5
YEAR 1	35¢ Per Hour	35¢ Per Hour	35¢ Per Hour
YEAR 2 & 3	30¢ Per Hour	30¢ Per Hour	30¢ Per Hour

LEAD HAND PREMIUM \$2.50 PER HOUR

CHARGE HAND AND LOAD MASTER \$1.25 PER HOUR ABOVE LEAD PREMIUM  
 OPERATIONS AGENT \$2.50 premium above customer service agent

- 1) Permanent Lead Hands will receive Lead Hand Premium for all hours worked.
- 2) Temporary or Relief Lead Hands will receive Lead Hand Premium only when working as a Lead hand.

A premium of \$5.00 per tow will be paid to an employee engaged in brake riding during the towing process of any aircraft.

NEW HIRE – START RATE

All new hires will start at the start rate, with the following exceptions:

- a) Apprentice Mechanics will start at the rate of their applicable year of apprenticeship.
- b) New hire employees who left the employ of the Company in another location within the three months prior will be credited with their years of services for rate of pay purposes.



## SCHEDULE "D" - BENEFITS

**Note:** Employees hired after November 1<sup>st</sup>, 2004 who have completed three months (3) months of service will be eligible to receive "B" benefits on a 50/50 cost sharing basis. Employees hired after November 1<sup>st</sup>, 2004 who have completed three (3) years of service will receive "A" benefits paid for by the Company.

Type "A" employee: is a full time and a part-time employee with over 2 years service.

Type "B" employee: is a full time and a part-time employee with under 2 years service.

There is an exception to Schedule "D" - Benefits part B.(b) and (c) as follows:

Part time employees whose average working week is less than 20 hours per week will not be eligible for, nor have to pay for, either the Weekly Indemnity, B(b), nor the Long Term Disability, B.(c). All the rest of the Benefits in Schedule "D" will apply.

A. The Company shall provide at no cost to the employees the following benefits:

a) Life Insurance

"A": 2 x annual salary to a maximum \$100,000.

"B": 2 x annual salary to a maximum \$25,000.

b) Accidental Death and Dismemberment: as above.

c) Prescription Drug Coverage, Employees and family: 100%, no deductible.  
Prescription Drug card to be provided.

d) Dental Plan, Employee and family:

"A": 100% Basic, 50% Orthodontic

"B": 100% Basic

Benefit to be based on the 1997 Alberta Dental Fee Guide plus 3% increase until such time as new Fee Guide is published.

e) Blue Cross-type Coverage: semi-private room and ambulance.

f) Life Insurance Coverage for spouse and children:

"A": Spouse \$5,000 - Children \$2,000.

**Note: Full details of all coverage are explained in the Sun Life Booklet.**

g) Eye Care, Employee and family:

\$300.00 per adult per 2 years

\$300.00 per child under 18 years per year

- Coverage for lenses and frames (single or bifocal) and/or contact lenses.
- Visits for eye examinations being removed from AHC will be covered.

B. The following benefits will be provided at 50% company cost and 50% employee cost:

- a) Alberta Health Care (remove as of January 01, 2009)
- b) Weekly Indemnity: 60% of normal earnings after the first day of hospitalization or after the third day of illness for 26 weeks.
- c) Long Term Disability: (monthly)
  - "A": \$2,000 or 60% of 1st \$1,500 plus 40% of next \$2,750 of insured earnings.
  - "B": \$1,300 or 60% of 1st \$1,200 plus 40% of next \$1,450 of insured earnings.

C. Sick Leave - The Company agrees to pay sick leave as follows:

All full time employees with seniority in excess of one year shall be eligible for seven (7) days sick leave per year paid at 75% of the day's wage. A part-time employee with seniority in excess of one year shall be eligible for seven (7) days sick leave per year paid at 75% of the hours the employee would have worked on the day(s) taken as sick days. These sick days will be per payroll year. (Last payroll in December to the last payroll in December the following year.)

In the event the above leave is not taken, the days remaining will be paid out in January at 100% of his/her regular wage or at the option of the employee accrued and credited to his sick leave account for maximum of one (1) year. A part-time employee will be given a credit of 100% of his pay averaged out of the hours worked in the previous year.

D. E.I. Rebate

The employee's portion of the EI rebate will be applied to the employee's portion of the Alberta Health Care Premium to be applied in a process mutually agreed to by the Company and the Union. (Effective January 01, 2009 the EI rebate will be applied to off set the additional cost of the enhanced vision care and sick leave benefits)

**LETTER OF AGREEMENT NO. 1**

**PARKING**

Designated parking shall be provided for employees at the company's expense.

**LETTER OF AGREEMENT NO. 2**

**PAY CHEQUE AVERAGING**

PAY CHEQUE averaging has been agreed to for employees on 6/3 schedule and 4/4 schedules.

## LETTER OF AGREEMENT NO. 3

### I.A.M. LABOUR MANAGEMENT PENSION FUND (CANADA)

It is agreed that for the duration of this Collective Agreement, the Company shall make payments to the I.A.M. Labour-Management Pension Fund (Canada) for every employee performing work in a job classification covered by this Collective Agreement as follows:

1. For the first year of the collective agreement each regular hour worked by and for which the employee receives pay the Company will contribute thirty-six (\$0.36) cents but not more than fourteen dollars and forty cents (\$14.40) per week for any one employee for full time and part time employees.
2. For the second year of the collective agreement each regular hour worked by and for which the employee receives pay the Company will contribute fifty (\$0.50) cents but not more than twenty (\$20.00) dollars per week for any one employee for full time and part time employees
3. Regular hours mean all hours worked on regularly scheduled shifts and shall not include overtime work, but shall include equivalent regular hours paid for in the form of annual vacation and Statutory Holiday pay, which occur during the employee's term of employment with the Company.
4. Contributions are payable for all employees covered by the Collective Agreement, either regular or part-time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1979, which has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, conform with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require; the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out until suitable date and time has been arranged with the Company Secretary-Treasurer. The Company shall not arbitrarily withhold and delay arrangements for an audit.
4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20<sup>th</sup>) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorney's fees and arbitration fees, in addition to

interest in an amount equal to one percent (**1%**) of the unpaid contribution for each full calendar month the contribution remains unpaid.

5. The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada).

Copies of any renewal or extension Agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

This obligation for pension contributions covers the operations of Servisair Inc. at Calgary International Airport, Alberta.

## **LETTER OF AGREEMENT NO. 4**

### **UNION CHAIRMAN**

The Union Chairman will be a full time position, employed normally on a day shift Monday to Friday in order that he will be available to discuss Union matters with both the Membership and Management. The Union Chairman is to be paid his current wages.

When not attending to Union business, the Chairman may work in the bargaining unit as an addition to the normal numbers.

The Company will make every effort to provide an office to the Union Chairman. The Union will require a phone with long distance capabilities. The Company will maintain the monthly telephone maintenance costs and the Union will be recharged for all long distance charges.

## LETTER OF AGREEMENT NO. 5

### SHIFT TRADE PROCEDURES

- Any employee unable to work 75% of their scheduled hours the Company requires over any eight (8) week period, except for authorized Leave of Absence, may be terminated (NOTE: This does not include hours traded/exchanged).
- Shift trades will be allowed up to 2 hours prior to the start of the shift.
- Shift trades must be completed legible and in full.
- Both parties must sign the shift trade.
- Both parties must ensure the shift trade has been approved..
- Relief Leads who shift trade with permanent Leads will receive Lead rate, providing the permanent Lead is off duty.
- Employees who trade their shift away, cannot make themselves available for overtime.
- Failure to comply with the proper procedures will result in a suspension or possible loss of shift trade privileges for employees concerned.
- Shift trades are paid at straight time and do not count towards the eight (8) hour a day rule or forty **(40)** hours a week.
- Overtime is only paid out, when a trade is made and you were requested to stay for additional hours by the Company and the hours of work exceed eight (8) consecutive hours.



## **LETTER OF AGREEMENT NO. 6**

### **OCCUPATIONAL GROUP AGREEMENT**

Customer Service Agents and Operations Agents will become one Occupational Group for all purposes of the Collective Agreement except as indicated below.

- a) Job Specific Positions (eg.: Operations, agents dedicated to a particular airline(s)).
- b) For the purpose of shift and vacation bids the Job Specific Positions will bid separately among themselves.
- c) If any employee wishes to bid out they must provide the Company with thirty (30) days written notice. Requests will be granted based on seniority and availability of training. The Company agrees to schedule training within sixty (60) days of such notice.
- d) The Company agrees to train sufficient staff to provide adequate coverage to meet its contractual commitments.
- e) Shift trades will be allowed among qualified agents.
- f) Customer Service “specialists” due to contractual requirements or trained as an Operations Agent must remain in those specific job positions for a minimum of six (6) months period unless movement is by mutual agreement by the Company and the Union.

**LETTER OF AGREEMENT NO. 7**

**PART-TIME SHIFT BID - TRIALS**

Part time shift bid shall be done every two (2) months as opposed to monthly per 17.06 b) for a trial period. If it is shown that it provides some consistency for more part time employees while maintaining efficiencies and flexibility when required for the Company . If it is shown to be successful, the Company will move to do part time shift scheduling every three (3) months.

The Parties will review and communicate to the employees when these trial will start and finish and keep them apprised of the progress. Should one of the trials be viable then this LOA shall supersede Article 17.06 b)

However, should the trials not be successful then the parties agree to revert to the stipulations of Article 17.06 b).

## **LETTER OF AGREEMENT NO. 8**

### **EMPLOYMENT EQUITY**

Employment Equity or diversity means respect for the uniqueness of each individual who works for the Company. That uniqueness may be characterized by many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. The Company expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is and has always been committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginals, visible minorities and people with disabilities. Nothing in this letter diminishes the Company and Union's responsibilities in the duty to accommodate.

The Company will provide accommodation to make a job or work site appropriately suited to the health, or culture needs of individuals. Accommodation is determined by factors including, but not restricted to: cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and/or diversity-related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

