

COLLECTIVE AGREEMENT

Between:

GLOBEGROUND NORTH AMERICA

And:

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT LODGE 140**

AGREEMENT NO.5

WITH

VANCOUVER

12386(02)

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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 Vancouver International Airport, except Supervisory employees ~~in accordance with the Certification issued by the Canada Industrial Relations Board.~~
2. 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.

Prior to a Supervisor performing any bargaining unit work the Supervisor must justify the situation to a Shop Steward or his designate.

ARTICLE 3.00 – RIGHTS OF MANAGEMENT

1. 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, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice ~~fourteen (14) calendar 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.
 - (d) The foregoing statements 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, except where amended by this Agreement.

- 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

1. 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.
2. Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, color or religion.
3. 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. 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 no later than the twentieth (20th) day of the following month.

5. 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.
6. 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 the 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.

~~The Company agrees to provide the IAM & AW District Lodge with the names and addresses of the employees in its bargaining unit. The names shall be mailed or faxed to the Union office in Richmond.~~

ARTICLE 5.00 - STRIKES AND LOCK-OUTS

1. Strikes – It is hereby agreed that it is the intention of parties hereto to prohibit strikes in any form, for any 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,

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

ARTICLE 6.00 - NO DISCRIMINATION

1. The Union and its officials and members shall not use coercion, intimidation or discrimination to cause or induce any employees of the Company to participate in Union activities.
2. No employee shall be discriminated against by the Company nor suffer any loss 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.
3. Where the word "he" is used in this Collective Agreement, it also means "she".
4. The Company agrees to abide by the Canada Labour Code in all matters of personal and sexual harassment.

ARTICLE 7.00 – SPECIFIC PERFORMANCE

1. 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 breach.
2. 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 AND SAFETY

1. The Union shall name a Shop Steward Committee of not more than ~~four (4)~~ members who shall be employees of the Company covered by this Agreement. However, no more than ~~four (4) members~~ shall attend any meeting between Management and Union.
2. Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only an International Officer of the Union shall be present at the meeting with the Company.
3. (a) The Union may designate and the Company shall recognize Shop Stewards, Senior Stewards and ~~Chief Stewards~~ 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, Senior Steward and Chief 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 six (6)~~ Union members and not less than two (2) Management members and abide by the Canada Labour Code in all matters pertaining to health and safety.

The Company agrees to abide by the Canada Labour Code in all matters of safety.

~~1. The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief Steward, and Local Lodge Executive 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, within reason, 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, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.~~

2. The Shop ~~Committee, Shop Stewards, Senior Stewards, Chief Steward, and Local Lodge Executive~~ 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.

8.06 ~~The Union Negotiating Committee shall be created during the term of this Agreement to draft proposals and conduct negotiations with the Company for a new~~

Collective Agreement. The Negotiating Committee shall consist of six members and a Chief Shop Steward whose names are to be submitted to the Company in writing.

8.07 The Union chairman will be a full-time position employed 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 full-time steward is to be paid the highest negotiated wage in the collective agreement.

The Company will make every effort to provide an office for the full-time steward. The Union will be responsible for the telephone contribution. The Company will maintain the monthly telephone maintenance fees and the Union will be charged for all long distance charges.

ARTICLE 9.00 – COMPLAINTS, GRIEVANCES AND DISPUTES

1. 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 ~~with the Union~~ and his immediate Supervisor (First Step grievance procedure hereunder) within seven (7) calendar days of becoming aware of the cause of complaint or right to grieve shall be deemed waived. If, during any step of the grievance procedure it is required by either party that witnesses attend as an aid in settling the grievance, they may be requested to attend.

2. Discipline and Dismissal

~~Prior to any suspension or dismissal, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter.~~

~~Within three (3) working days, the Union shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same.~~

~~Any employee who has been suspended or dismissed, will be at least permitted to have a private interview with his Supervisor, place assigned by the Company.~~

~~An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be handled at the Second Step of the Grievance Procedure provided by Article 9.03 hereof provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.~~

~~The Company agrees that after a grievance has been initiated by the Union, the Company's representatives will not enter into any discussions or negotiations with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.~~

9.06 Grievance Procedure – First Step

An employee who has a complaint shall discuss it with his Supervisor and with his Shop Steward (or his designate) present with a view to prompt and fair adjustment.

9.07 Grievance Procedure – Second Step

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Section 9.02 hereof, within five (5) calendar days, he may state his grievance in writing on the appropriate form and the Senior Steward or his designee shall present it to the ~~Departmental Manager~~ or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within five (5) calendar days thereafter or within such longer period as may

be agreed, the Senior Steward or his designee shall meet with the ~~Departmental~~ Manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the ~~Departmental Manager~~ or his designee shall deliver to the Union his answer in writing.

9.08 Grievance Procedure – Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the Company's ~~Regional Vice President~~ or his designee (General Manager) within fourteen (14) calendar days after the date of the decision rendered in the Second Step. Within fourteen (14) calendar days a meeting to discuss the grievance at 3rd step shall be arranged between the ~~Regional Vice President~~ or his designee and the Union Business Representative or his designee. Within fourteen (14) calendar days thereafter, the ~~Union Relations Department~~ shall present the Company's final decision in writing to the Union.

9.09 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.

9.10 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

9.11 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.

ARTICLE 10.00 – ARBITRATION

1. 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 arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
2. 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,
3. Within ten (10) calendar days after notice of intent to arbitrate has been given, as provided in Article 9.07 hereof, the Company and the Union shall name an arbitrator from the following list:

- Vince Ready
- Don Monroe
- Ron Kates
- Heather King

Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

4. The arbitrator to hear each case will be the person whose name follows that of the person on the list who heard the previous case.

~~10.01 The arbitrator shall not make any decision inconsistent with the provision of this Agreement nor shall he alter, modify or amend any part of this Agreement.~~

~~10.06 In hearing disputes arising out of the suspension or dismissal of an employee, the arbitrator, where he finds such suspension or dismissal was improper, may modify the penalty.~~

~~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 reached then the single format will apply.~~

~~Process as follows:~~

~~Single, Standard formal arbitration is directed by the arbitrator.~~

~~Expedited:~~

1. Hearings will be in Vancouver 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.
 - (iii) 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.

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 in the table.

10.08 The decision of the arbitrator shall be final and binding upon the parties hereto and upon the employee concerned in or affected by the said decision and shall be agreed upon no later than fifteen (15) working days after receipt of the award.

10.09 The parties hereto will jointly share the fee and expense 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

1. The first ninety (90) calendar days of employment shall be a probationary period during which 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 Shop Committee, may extend the probationary period to one hundred and twenty (120) calendar days. An employee on probation shall have no seniority and cannot be the subject of the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire.

Note: Absence will not apply as probationary time.

2. 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 classification group to another will be required to serve a trial period of 90 calendar days in his new position. This ninety (90) day period is to provide the Company time to evaluate the employee's suitability in the new occupational group. The employee may exercise his seniority in his previous position if he chooses to remain or should he fail to successfully complete his probation.~~

ARTICLE 12.00 - SENIORITY

1. Definition: Company seniority for all employees shall be the length of service with the Company and shall govern;
- a) Vacation entitlement and preference.
 - b) Any other matter agreed to between the parties.

Classification seniority for all employees shall commence from the date of entry into the classification as outlined in Article 25.00 and shall not be transferable from one classification to another. Classification seniority earned in a previous classification may be used for bumping purposes in the event of a lay-off.

Classification seniority shall govern;

- a) Retention as a result of lay-off.
- b) Recall following lay-off.
- c) Displacement rights.
- d) Filling of vacancies,
- e) Rest days and shift selection.
- f) Any other matter agreed between the parties.

1. Use of Seniority: Seniority shall be used to determine the relative rights of employees within a classification 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.

2. Application of Seniority: Seniority shall be used to determine the assignment of the work force, (as per shift selection 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 lay-offs 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.

3. 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 lay-off for

~~12 months, whichever may apply according to article 19.00;~~

- d) an employee fails to report for work after a recall from lay-off within ~~seven (7)~~ calendar days of receipt of notice of recall. Such notice to be double registered to the employee's last known address with the Company;
 - e) an employee fails to report for work at termination of leave of absence;
 - f) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.
1. The Company will post seniority lists at three (3) month intervals and will provide the Union office and the Shop Committee with one (1) copy of 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.
 2. (a) Should an employee, full-time or part-time, be permanently transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer
 - (b) Any employee performing a temporary function that is outside the scope of this Agreement must not exceed six (6) months per year in such position. At the end of such temporary function the employee shall return to his previous position. Should an employee exceed six (6) months he shall forfeit all acquired seniority.
 - (c) When an employee accepts a permanent position in the Company that is outside the scope of the Agreement, the employee shall continue to accrue seniority for six (6) calendar months. If the employee returns to the scope of the Agreement within this six (6) month period, he will continue to accrue seniority. After completion of the six (6) month period outside the scope of the Agreement, the employee will forfeit all acquired seniority.
1. For seniority purposes, Lead Hand is not a separate classification and for all purposes to which classification seniority applies, the employee will continue to accrue classification seniority from the classification last employed in.
- 12.08 (a) If an employee transfers to another classification or department, the employees classification seniority ~~will be at least three (3) days prior to any transfers from~~

outside the Company. However, if the Company creates a new classification then Company's only will prevail.

- (b) If the company transfers more than one employee on the same day for the same classification, from any department, company seniority will prevail.

2.09 **Same Day Hiring:** The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a random draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The manager will be responsible for administering the draw and providing the Union with a copy of the results of a Short Seniority draw. The results of the draw will be posted in the Union's office. The Union will be notified of the results of the draw and will have the right to appeal the results of the draw.

ARTICLE 13.00 – LAY-OFF AND RECALL

1. Should cause such as a 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 employees affected shall be recalled by seniority,

2. Lay-off and Recalls: The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority, providing the senior employees who remain possess sufficient ability to perform the work required.

The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven the Company will hire the most senior person to perform the work required.

The Company has the right to lay-off employees in the event of a lay-off, and shall recall employees in the order of seniority in each department.

Recalls from such lay-offs shall be in order of classification seniority.

In the event of major operational changes the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.

An employee who has been laid off shall be listed according to seniority on a recall list during the lay-off and remain on the seniority list for recall for a maximum of 24 months for all employees with three (3) years or more of service. If an employee has under three (3) years of service he will remain on the recall list for a maximum of 12 months. If not recalled to work during that time, his name shall be removed from the seniority list.

3. 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.
4. Recall shall be by double registered mail 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 double registered mail.

5. If within ~~seven (7)~~ working 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 or if within ~~fourteen (14)~~ 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.

13.06 Displacement Rights

Partial Department Closure

- a) It is agreed that an employee who holds IAM & AW seniority on the credit list in a classification other than the one from which he is being laid-off from may exercise that seniority, should it be sufficient, in order to bump the most junior employee in that classification. No employee shall be allowed to bump from one classification to another unless they have sufficient seniority to do so.

Full Department Closure

- b) In the case of a department closure, it is agreed that an employee may exercise their IAM & AW seniority in the classification of the department he wished to enter. It is agreed that he can bump the most junior person on the seniority list until the next re-bid, or until the next bona fide job posting.

If the department reopens from where the employee transferred from, he must accept his previous status in said classification and shall retain his seniority.

13.07

~~Section 13.07 of this Agreement shall be voided and shall be of no force or effect.~~

ARTICLE 14.00 - LEAVE OF ABSENCE

1. Leave of absence without pay will be granted by the Company **upon** two (2) weeks written notice except in special circumstances, for a period not less than two (2) weeks and not exceeding thirty (30) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority.

Leave when granted will be in accordance with Article 21.08 (I) in that both vacation and leave will not exceed the ratios as detailed therein.

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 receipt of a request.

2. Leave of absence without pay in excess of thirty (30) calendar days may be granted only where there is mutual agreement amongst all parties involved. Exceptions to this clause are Article 14.04, and child care leaves.
3. On written request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such leave of absence shall not exceed an aggregate of thirty (30) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted 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 three (3) employees,
4. On written 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.
5. An employee will not engage in other gainful employment while on Leave of Absence except in cases of emergency.

LEAVE FOR EMPLOYEES WITH CHILDCARE RESPONSIBILITIES

- 14.06 Childcare leave shall be granted in accordance with the Provisions of the Canada Labour Code to any employee with seniority as follows:

- (a) As a consequence, natural mothers are entitled to leave as per the Canada Labour Code.
- (b) 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.
- (c) 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,
- (d) No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take childcare leave.

Maternity Leave

Every employee who has six (6) months service with the Company is entitled to and shall be granted a leave of absence and the following rules shall apply for maternity, parental, adoption and child care leave:

- (a) The Company shall not dismiss, suspend, lay off, demote, nor discipline, nor deny promotion or training because the employee has applied for leave under these clauses.
- (b) No employee can be laid off while on leave under these clauses. The Company shall not prevent the Company from hiring or re-hiring an employee who is on leave during his leave of absence under this clause.
- (c) Every employee who intends to take a leave of absence under these clauses shall:
 - (i) Give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given.
 - (ii) Inform the Company in writing of the length of the leave to be taken.

NOTE: Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the leave of absence.

- (c) The Company must inform, in writing, every employee who takes leave under these clauses of every employment bid, promotion or training opportunity for which the employee is qualified. The employee must request this in writing.

- (m) [Redacted]
- (n) [Redacted]
- (o) [Redacted]
- (p) [Redacted]
- (q) [Redacted]
- (r) [Redacted]
- (s) [Redacted]
- (t) [Redacted]
- (u) [Redacted]
- (v) [Redacted]
- (w) [Redacted]
- (x) [Redacted]
- (y) [Redacted]
- (z) [Redacted]

shall not be construed to mean that she shall be allowed sick leave while on Maternity or Child Care Leave.

Child Care Leave

When an employee has or will have the actual care and custody of a new born child that employee is entitled to and shall be granted a leave of absence of up to thirty three (33) weeks commencing as the employee elects,

- (a) In the case of a female employee:
 - H on the day the child is born, or
 - H on the day the child is born, or
 - H on the day the child comes into her actual care and custody, and
- (d) In the case of a male employee:
 - H on the day the child is born, or
 - H on the day the child comes into his actual care and custody.
- (g) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty three (33) weeks.

14.09 Adoption Leave

- (a) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty three (33) weeks commencing on the day the child comes into the employee's care.
- (b) The combined amount of leave of absence from employment that may be taken by two (2) employees of the Company under this clause shall not exceed thirty three (33) weeks.

14.10 Parental Leave

An employee shall be paid at his regular rate of pay up to a maximum of two (2) days and due to the absence of an employee or spouse due to the birth or the adoption of a child.

Should there be complications during childbirth causing the spouse to be detained in hospital, leave of absence without pay will not unreasonably denied.

ARTICLE 15.00 – JOB POSTING

1. The Company and the Union agree 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. Where the skill, ability, experience and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees who have not been trained, (i.e. if a job is posted, the Company will not take the position that only trained employees may qualify).

When selecting applicants the Company and the Union shall compare employees on the same basis for the same job and provide the ~~Union~~ with the comparison if requested in a dispute.

2. All bargaining unit vacancies will be posted ~~for a period of seven (7) calendar days~~ on Company bulletin boards in the ~~workplace~~. If no suitable applicants are brought forward by this posting within ~~the seven (7)~~ calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.
3. All bargaining unit full-time positions will be offered to part-time employees in order of classification seniority.

Employees who are on vacation or sick leave (i.e. LTD, STD, Maternity, WCB, and ICBC etc.) during the posting period will have ~~three (3)~~ calendar days after their return to bid the ~~open position~~.

~~The Company agrees to create a job postings book which will be available to all employees upon return to work.~~

4. Senior Lead Hands, Lead Hands, and Relief Lead Hands who of their own choice drop their position will not be able to apply for any Lead Hand position for a period of six (6) months. ~~However, a Senior Hand and Hand or Relief Lead Hand who drop an open position according to Article 15.00 shall still be able to apply.~~

~~To fill the position that was vacated by the above, the position will be filled by a relief pool member until the next bid.~~

5. The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.

ARTICLE 16.00 - POSTING NOTICES

1. At least [REDACTED] 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, libelous or of defamatory nature or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

ARTICLE 17.00 – HOURS OF WORK AND SHIFT ARRANGEMENT

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.

- 17.01 (a) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of nine (9) hours including one (1) hour unpaid meal break each day.

The forty (40) hour work week can be made up in any of the following rotations:

- 1) Five (5) consecutive nine (9) hour days followed by two (2) days off.
- 2) Four (4) consecutive eleven (11) hour days followed by three (3) days off.
- 3) Four (4) consecutive twelve and one-half (12 ½) hour days followed by four (4) days off.
- 4) Six (6) consecutive nine (9) hour days followed by three (3) days off.
- ~~5) Four (4) consecutive twelve and one-half (12 ½) hour days followed by three (3) days off followed by three (3) consecutive twelve and one-half (12 ½) hour days followed by four (4) days off.~~

- (b) The Company shall discuss with the Union Shift Scheduling Committee its decision to alter existing full-time shifts in advance of their implementation when available. Whenever the Company makes up Shift Schedules, it will consider Alternative Shift Schedules proposed by the Union in response. Should no agreement be reached by the parties, the Union may appeal to the Regional Vice President within seventy-two (72) hours and he shall render his decision seventy-two (72) hours after having received the Union's appeal subject to unforeseen circumstances when he may not be available and if so he will respond as soon as he can.

It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.

- (c) 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. ~~Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1½) his regular hourly rate for one hour.~~ ~~(Company and Union need to amend).~~ Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1½) his regular hourly rate for one hour.

Employees who voluntarily waive their meal break during their shift shall be paid by the employer and receive the same regular rate of pay for one (1) hour. The employee will still be entitled to take his lunch break.

(d) Full-time employees shall not have shifts assigned that are less than eight (8) hours apart.

2. Late starting for employees who arrive late for work shall be calculated as follows:
 - 0 to 05 minutes - no deduction
 - 6 to 17 minutes - 15 minutes deduction
 - 18 to 35 minutes - 30 minutes deduction

Lateness shall be subject to disciplinary action. An employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.

Any notices of late sickness or incidents must be given or dealt with in twenty-one (21) minutes. The employee must be given a copy of the notice and the employee must be given a copy of the notice. The employee must be given a copy of the notice. The employee must be given a copy of the notice.

3. The regular schedule of shifts shall be time stamped by the time clock and posted for the employees and a copy supplied to the Shop Committee.
4. (a) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Company will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the full-time shift bids. The Union will have five (5) calendar days upon receipt of the schedule to return the completed shift bids to the Company. The Company will post shift awards three (3) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Company within the five (5) calendar day time line the Company will assign the shifts. All full-time employees will bid their shifts not less than twice per year.
- (b) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The part-time shift bid will be conducted and administered by the Company. Part-time ramp and grooming employees shall bid their schedules on a monthly basis when possible. Part-time BSS employees shall bid their schedules not less than four (4) times per year. Five (5) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. The present practice of the shift bidding box will remain in effect.

The completed shift schedule will be posted ~~three (3)~~ calendar days prior to the schedules effective date.

- (c) As a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, ~~the Company will modify the first week of the new schedule and/or the last week of the current schedule to:~~

~~1) the employee will work a full-time schedule for the first week of the new schedule and the last week of the current schedule.~~

~~2) employees who are unable to work an extra shift will receive 1.50 times their regular rate of pay for the first shift worked.~~

- 17.05 (a) The Company may alter the shift schedules with twenty-four (24) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If twenty-four (24) hours notice is not given by the Company then a 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.
- (b) If a rescheduled part-time employee is unable to work any extra shifts, the normal shift vacancy filling procedure shall be used, i.e. offered by seniority. If these shifts still cannot be filled then the Company can assign in reverse order of seniority.
- (c) Employees will make every reasonable effort to remain current with their schedule while in the workplace.
- (d) The Company shall fill temporary vacancies as per the present practice.

6. Part-time employees shall be paid a minimum of four (4) hours for each shift worked.

17.07 The full-time compliment in ramp and grooming departments will be determined by Airlines' schedules, Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days shall constitute a full-time position. However, the Company agrees to meet on an emergency basis to create full-time positions.

ARTICLE 18.00 – OVERTIME AND SHIFT PREMIUM

Overtime: The Company and the Union agree that all overtime will be voluntary with the following exceptions. When employees are requested to work overtime beyond their normal shift it shall not exceed two (2) hours.

18.01 All employees shall be compensated for all authorized overtime at a rate of one and one-half (1 1/2) times their regular rate of pay for the first two (2) hours of overtime beyond their regular scheduled hours per day. In addition, any time spent in excess of two (2) hours of overtime, they shall receive one and one-half (1 1/2) times their regular rate of pay for that overtime. This clause does not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week as detailed in Article 17.01(a), including occasions when part-time employees are temporarily filling full-time shifts,

18.02 (a) The Company and the Union agree that all overtime or extra hours will be voluntary with the following exceptions: When employees are requested to work overtime beyond their normal shift it shall not exceed two (2) hours.

(b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.

(c) All part-time employees who work less than eight (8) hours per day or forty (40) hours per week and are required to work beyond their regular scheduled shift as per 18.01 (b) will for the first two (2) hours of extra time, be paid at their regular hourly rate. If the employee is required to work in excess of two (2) hours, then he will be paid for not less than four (4) hours at one and one-half (1 1/2) times their regular hourly rate, regardless of the actual additional hours worked.

18.03 (a) The Company will distribute voluntary overtime on a classification, seniority basis and post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.

(b) Overtime will be recorded on a monthly basis.

- (c) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the Company would be required to pay the overtime hours missed. (~~Overtime will be tracked on an hourly basis, not to exceed four (4) hours.~~)
- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Supervisor's office.

Day of Overtime

1. Employees on shift in book
2. Sign up book - employees RDO
3. On shift employees
4. Seniority list

This is the order to be called in for day of overtime.

Next Day Overtime

1. Sign up book
2. Seniority List

This is the order to be called in for next day overtime.

- (e) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

18.04 An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at ~~one and one-half (1 1/2)~~ time their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.

18.05 (a) 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 employees will not work more than five and on-half (5 1/2) hours at one stretch. There shall be a minimum of three and one-half (3 1/2) hours between meal and breaks.

18.06 (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 provisions, Employees who so 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 eighty (80) hours.

(c) No employee on the time bank can have more than 80 hours of banked hours per year. After eighty (80) hours, all overtime pursuant to Article 21 shall be paid out for the balance of the calendar year. Employees may liquidate time bank hours after they have accumulated thirty (30) hours, however, there shall not be any topping up of banked hours.

- (d) For credit purposes, all overtime hours shall be converted to straight time hours,
- (e) All banked hours shall be paid at the rate earned at the time of 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 31st 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 ten (10) 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) employees shall be on time bank in any one (1) day for each of the following departments:
 - 1. Ramp
 - 2. Grooming
 - 3. BSS.

However, if the vacation allotment is not fully used in Article 21.08, the difference amount of banked hours on overtime bank will increase to the ratio outlined in Article 21.08.

ARTICLE 19.00 – STATUTORY HOLIDAYS

1. The following Statutory Holidays shall be observed:

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

To be eligible for pay for any of the Statutory Holidays listed above, an employee must work four (4) hours of scheduled shift immediately preceding and four (4) hours of the scheduled shift immediately following the Statutory Holiday. These shifts shall be known hereafter as “Obligatory Shifts”.

2. 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, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular rate of pay or the equivalent, in hours of his regularly scheduled shift, whichever is greater.
3. An employee who works on a Statutory Holiday will be paid at one and one-half (1 1/2) their regular rate of pay for the hours worked in addition to the paid Statutory Holiday.
4. Part-time employees requirement to work ten (10) days in the previous thirty (30) days to qualify for Statutory Holiday.
5. One (1) additional day with pay will be granted to permanent employees who have completed at least sixty (60) days of service. Such day off will be determined by agreement between the Company and the employee or assigned on thirty (30) days notice following October 31 in each calendar year.

Days may be assigned under the thirty (30) days notice provision up to January 31 in the following calendar year. Any days assigned in the above manner will be assigned consecutively with the employee’s scheduled rest days.

6. Wages will be paid for a Statutory Holiday to an employee absent from work on either/both of the Obligatory Shifts under the following circumstances provided satisfactory proof is shown:
- (a) Verified illness.

ARTICLE 19.00 – STATUTORY HOLIDAYS – (Cont'd)

- (b) Death in the immediate family.

~~Immediate family means: Parent, legal guardian, spouse, common law spouse, child, brother, sister, parent of legal guardian of spouse, brother and sister-in-law, grandparents or grandchildren of employee or 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.

ARTICLE 20.00 – JURY DUTY AND CROWN WITNESS

1. Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between the normal daily wages and the amount they receive for such public duty.
2. Employees who must appear in court for reasons of other than those mentioned in 20.01 shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

ARTICLE 21.00 – ANNUAL VACATION

1. All of employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays:
2. 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 of one (1) day per completed calendar month for a total of ten (10) working days~~
3. Employees who, at the 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 four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled ~~to ten (10) working days vacation~~
4. 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 ~~ten (10) working days vacation~~
5. 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 ~~twenty (20) working days vacation~~
6. The 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. ~~All days taken off for vacation will be a day-for-a-day (1:1) basis.~~

21.07 (a) 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 for 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) ~~On the employee's vacation selection date, the employee shall be entitled to ten (10) working days vacation. If the employee's vacation selection date falls on a holiday, the employee shall be entitled to an additional day of vacation for each holiday that falls during the employee's vacation period.~~

ARTICLE 21.00 – ANNUAL VACATION - (Cont'd)

21.08 Except where a department has a mutually agreed on another vacation scheduling system the following vacation scheduling system will apply:

(i) Vacations shall be selected and taken in accordance with the following ratio:

Aircraft Servicemen	-	1 employee in 10 employees
Aircraft Groomer		1 employee in 10 employees
Lead Hands		1 employee in 4 employees
Senior Lead Hands		1 employee in 4 employees
Baggage Sortation Services	-	1 employee in 6 employees

(ii) Vacation bids will be by seniority in the employees respective departments and will be done in December for the following year. However, should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply - that is, the most senior employees will have first choice of the first “division” of his vacation; then the next most senior will have next choice of his first “division”; and so on to the seniority list. There is no limit on how many divisions an employee may take, i.e. up to the number of days that he is entitled.

(iii) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second “division” of his vacation; the next most senior chooses his second “division” and so on again through the seniority list.

(iv) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.

(v) When all employees in the department 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,

ARTICLE 22.00 – BENEFITS

1. The Company shall provide the basic coverage under the British Columbia Medical Plan,
 - (a) The Union will administer the Benefit Plan and move the Plan to the Richmond Office. (Plan moved to Sun Life office in Richmond, BC and the Union will administer the benefit plan.)

2. The Group Insurance Program shall be:

- (a) ~~Life Insurance~~
Full-time \$50,000.00
Part-time \$25,000.00
- (b) ~~Accidental Death and Dismemberment~~
Full-time \$50,000.00
Part-time \$25,000.00
- (c) A disability plan which provides for weekly indemnity based on seventy-five percent (75%) weekly salary (forty (40) times the hourly rate) from the first day of accident and the fourth (4th) day of illness, for a maximum of fifty-two (52) weeks.
- (d) Prescription drug coverage, employees and family: 100%, twenty (0.20) cents deductible.
- (e) Semi-private room coverage in the event of hospitalization.
- (f) 100% extended dental plan to provide coverage for extractions, fillings, X-rays and preventative coverage and ~~50%~~ Orthodontic.
- (g) Dependant's Life Insurance for spouse and for children at least 14 days of age.
~~(\$5,000.00 and \$3,000.00 each respectively)~~
- (h) Provide coverage for corrective lenses to a maximum of \$~~200~~.00 in a ~~twelve~~
~~(24)~~ month period, but for dependants under 18 years of age, the period is 12 months.

22.03 (a) Full-time employees shall be eligible for all the above mentioned coverage and on the first day of the month following completion of the probation period based on cost sharing (see Schedule "B")

- (b) Part-time employees shall be eligible for all the above mentioned on completion of twelve (12) months service with the Company based on cost sharing (~~see Schedule "B"~~).
- (c) Any part-time employee may elect to opt out of the above coverage and if so elects will only be covered for the BC Medical, Life and AD&D on the same cost sharing basis.

Note: All employees must maintain their Group Insurance premium payments to current status while absent from the work place for any reason. Failure to pay premiums on time will result in the termination of benefits at the Company's discretion.

4. Group Insurance coverage will terminate on the last day of employment.

22.05 Sick Leave

Employees who have been in the service of the Company for ninety (90) regular working days or more will be eligible for sick benefits under the following circumstances:

When an employees is in a position to receive weekly indemnity, the Company shall pay the employee seventy-five percent (75%) of any regular wages lost during the three (3) days waiting period before the Weekly Indemnity becomes payable. The waiting period is calculated on consecutive calendar days including scheduled days off.

22.06 Dental Plan Fee Schedule

Effective May of each year, the Company shall move to the previous year's Dental Association Fee Schedule.

ARTICLE 23.00 – BEREAVEMENT

23.01 In the event of a death in the employee's immediate family, or in the event of a serious illness or injury requiring a doctor's care or hospitalization affecting the employee's spouse or children, he would receive up to the next three (3) succeeding days off. 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 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 claimant is made under the terms of this section. In the event the death in the immediate 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, grandchild or grandchild of employee and spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.~~

ARTICLE 24.00 – CLASSIFICATION OF EMPLOYEES

24.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The Company may request a waiver of this provision in the event that special circumstances involving a specific contract warrant same. In this circumstance the Company and the Union will meet to identify in writing the specifics and degree of the waiver and agreement from the Union shall not be unreasonably withheld. The job classification in which employees shall be classified are those listed below:

AIRCRAFT SERVICEMAN

Normal Duties

1. Cleaning of aircraft exteriors,
2. Loading and unloading the 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. Operate safely and efficiently all types of equipment and vehicles. Service and care for such equipment.
5. After training, operate position, removed, connect and disconnect ground power and air start units.
6. After training perform push-out service.
7. Any other duties associated with this job classification.

GROOMER

Normal Duties

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.
4. Responsible for the cleaning of the supply room and its inventory as directed by the Company
5. Any other duties associated with this job classification.

BAGGAGE SYSTEM OPERATORS

Normal Duties

1. Inspect baggage for proper tagging.
2. Assist every passenger when possible.
3. Distribute tubs.
4. Scan baggage tags.
5. Communicate with the Airport Authority and the Airline.
6. Be familiar with general loading procedure for baggage and cargo.
7. General knowledge of Airline and airport codes,
8. Respond to and clear baggage jams.
9. Respond to and evaluate other systems difficulties.
10. Operate all associated computer systems.
11. Any other duties associated with this job classification.

LEAD HAND

Normal Duties

A Lead Hand 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 of 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.

Qualifications

- (a) Priority will be given to Temporary Lead Hands from the Lead Hand Pool who apply for the position.
- (b) Must have thorough understanding of the job requirement of his classification.
- (c) Must be able to organize job functions within his classification and direct and supervise other employees on performance of these functions.
- (d) Must have the necessary qualifications related to his classification.
- (e) Must be of good character, neat in appearance and safety minded.
- (f) Must try to attain a valid "D" permit from the Airport Authority. (Exception will be given to Groomers and BSS employees.)

Note: The above qualifications apply to both Lead Hand and Lead Hand relief pools.

SENIOR LEAD HAND

Normal Duties

A Senior Lead Hand has the same specific duties and responsibilities as defined under the Lead Hand classification. In addition, he will have the responsibility of directing and supervising the work of one or more of Lead Hands and those employees assigned to him. He will be responsible for training within his classification.

Qualifications

- (a) Priority will be given to Lead Hands from the Senior Lead Hand pool who apply for this position.
- (b) Must have thorough understanding of the job requirement of his occupational group.
- (c) Must be able to organize and plan job functions within his classifications and direct and supervise other employees on performance of these functions.
- (d) Must have the necessary qualifications related to his occupational group.
- (e) Must be of good character, neat in appearance and safety minded.
- (f) The employees entering this position will be on a ninety (90) day probationary period.
- (g) Must attain a valid "D" permit from the Airport Authority. (Exception will be given to Groomers and BSS employees.)

Note: The above qualifications apply to both Senior Lead Hand and Lead Hand relief pools.

- 24.02 To provide for instruction of new work of where there has been a 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 title.
- 24.03 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.
- 24.04 In determining qualifications for classification purposes, the Company with consultation with the Union, credit a new employee with previous experience and training acquired outside the Company services.
- 24.05 Whilst an employee shall not normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him, provided they are not assigned on a regular basis.
- 24.06 Progression within each classification shall be automatic within the terms of the job description.

24.07 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.

24.08 Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification.

MINIMUM QUALIFICATION FOR ALL CLASSIFICATIONS

- (a) Must hold of a valid driver's license issued in the province of BC, and obtain an Airside Vehicle Operating Permit, where required by the Company.
- (b) Must have good driving ability and show an acceptable standard of equipment handling after the initial training.
- (c) A Lead must have thorough understanding of the job requirements of his classification and must have the ability to organize job functions, write reports related to the job (i.e. Hazard Safety reports) and direct other employees in performance of these functions.

ARTICLE 25.00 – PROTECTION OF EMPLOYEES

RAMP ATTENDANTS

The Company will provide the following uniforms to employees classified by the Company as regular ramp employees. Should an employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee’s final pay cheque:

4 shirts and 4 pants per year, for full-time employees plus replacement if work wear-and-tear warrants it.

3 shirts and 3 pants per year, for part-time employees plus replacement **if** work wear-and-tear warrants it.

PLUS:

- 1 summer jacket per year
- 1 winter parka per 2 years
- 1 rain suit per 2 years, excluding BSS
- 1 set ear protectors, as needed, if turned in
- 1 pair summer gloves per year
- 1 pair winter gloves per year, excluding BSS

Boot allowance: the Company will provide eighty-five dollars (\$85.00) per year paid by April 1st of each year.

~~2 sweatshirts~~
~~Summer t-shirts~~

GROOMER

The Company will provide the following uniforms to employees classified by the Company as Groomers, Should the employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee’s final pay cheque:

~~1 summer jacket per year~~
~~4 shirts and 4 pants per year - full time~~
~~3 shirts and 3 pants per year - part time~~
~~1 pair ear protectors, or as needed, if turned in~~
~~1 winter parka, over two (2) years (excluding BSS)~~
~~Shoe allowance: the Company will provide eighty-five dollars (\$85.00) per year paid by April 1st of each year.~~
~~allowance~~

The Company agrees to provide all bargaining unit members with lockers.

If legislation is enacted which has an effect on the provisions of this Agreement or on Company Policy which has detrimental effect on the employees covered by this Agreement the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

ARTICLE 26.00 – RENEWAL, AMENDMENT AND TERMINATION

26.01 Except as otherwise provided herein, this Agreement shall be effective from the date of ratification until ~~August 31, 2004~~ 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 and twenty (120) days prior to any such yearly date of termination.

26.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

AGREED:

DATE: _____

FOR THE COMPANY:

FOR THE UNION:

Tom Culp

Mike Clegg

Kim Weidman

Dave Baker

Joan Dobson

Dhar Kant

Dana MacPherson

Darren Talling

Elmer Turcios

LETTER OF UNDERSTANDING #1

LOSS OF FULL-TIME AIRPORT DRIVING AUTHORITY (D.A.)/ B.C. PROVINCIAL DRIVERS LICENSE AIRCRAFT SERVICE CABIN SERVICE AGENTS, BAGGAGE SORTATION SERVICES

- (a)** The Company will accommodate up to the two (2) employees in each department at any one time who may have lost their Airport Driving Authority (D.A.) This will be based strictly on seniority.
- (b)** If the two (2) positions are not filled by employees who have lost their D.A. then the positions are open to bid. If, however, during a period of time an employee loses his D.A., then he will bump into one of the positions in his department. The employee being bumped will assume the schedule of the employee who bumped him until the next normal shift bids.
- (c)** Such period of accommodation shall not exceed the two (2) years from the date of loss of D.A. for any one employee.
- (d)** If more than the departmental allotment lose their D.A. at any one time then the most junior employee will be suspended, without pay, on an undisciplined basis and continue to accrue seniority until their return to either a vacant position or their D.A. has been returned.

LETTER OF UNDERSTANDING #2

TRAINING SENIOR LEAD POSITION

The Company agrees to create, at least, one full-time training Senior Lead position. The position will be used to help the training department with all aspects of training with preference given to hands-on training within GlobeGround North America, Vancouver. This position will be filled according to Article 15 and will remain for the life of the Agreement.

SCHEDULE "A"

WAGE SCALE

**RAMP, GROOMERS AND BAGGAGE SORTATION
FROM JANUARY 1, 2001 THRU SEPTEMBER 30, 2001**

BR

START	6 MTH	12 MTH	18 MTH	24 MTH	30 MTH	36 MTH	42 MTH	48 MTH
\$8.50	\$8.80	\$9.10	\$9.63	\$10.09	\$10.55	\$11.01	\$11.47	\$11.83
	54 MTH	60 MTH	66 MTH	72 MTH	78 MTH	84 MTH	90 MTH	96 MTH
	\$12.18	\$12.54	\$12.90	\$13.26	\$13.61	\$13.97	\$14.33	\$14.68

FROM OCTOBER 1, 2001 THRU APRIL 30, 2002

START	6 MTH	12 MTH	18 MTH	24 MTH	30 MTH	36 MTH	42 MTH	48 MTH
\$8.50	\$8.97	\$9.28	\$9.82	\$10.29	\$10.76	\$11.23	\$11.69	\$12.06
	54 MTH	60 MTH	66 MTH	72 MTH	78 MTH	84 MTH	90 MTH	96 MTH
	\$12.42	\$12.79	\$13.15	\$13.52	\$13.88	\$14.24	\$14.61	\$14.97

FROM MAY 1, 2002 THRU JUNE 30, 2003

START	6 MTH	12 MTH	18 MTH	24 MTH	30 MTH	36 MTH	42 MTH	48 MTH
\$8.67	\$9.14	\$9.46	\$10.01	\$10.49	\$10.97	\$11.45	\$11.92	\$12.30
	54 MTH	60 MTH	66 MTH	72 MTH	78 MTH	84 MTH	90 MTH	108 MTN
	\$12.66	\$13.04	\$13.41	\$13.79	\$14.15	\$14.52	\$14.90	\$15.87

FROM JULY 1, 2003 THRU AUGUST 31, 2004

START	6 MTH	12 MTH	18 MTH	24 MTH	30 MTH	36 MTH	42 MTH	48 MTH		
\$8.84	\$9.32	\$9.64	\$10.21	\$10.70	\$11.19	\$11.68	\$12.16	\$12.54		
	54 MTH	60 MTH	66 MTH	72 MTH	78 MTH	84 MTH	90 MTH	96 MTH	108 MTH	120 MTH
	\$12.91	\$13.30	\$13.68	\$14.07	\$14.43	\$14.81	\$15.20	\$15.57	\$16.18	\$16.82

Lead Hand Premium

1st Year

Ramp

\$2.75

Grooming

\$2.50

Baggage Sortation

\$2.00

Senior Lead Hand Premium

1st Year

Ramp

\$6.75

Grooming

\$8.50

Baggage Sortation

\$1.50

Long Term Incentives

Qualified employees and family members of employees will receive a premium of \$10,000 per show (not more than \$20,000 per show) or \$20,000 per long show (not more than \$40,000 per long show) will be paid.

Sick Days:

Employees will receive six (6) paid sick days per calendar year as of January 1, 2001 and will receive one (1) additional sick day every January 1st until the end of the agreement which will make a total of six (6) paid sick days paid out at 100%.

**SCHEDULE "B"
BENEFITS**

The Company to pay fixed portions of benefit package as follows:

		YEAR	AMOUNT
Full-time	Family	First	\$150.00
		Second	\$155.00
		Third	\$160.00
Full-time Single			
Full-time	Single	First	\$85.00
		Second	\$90.00
		Third	\$95.00
Part-time Family			
Part-time	Family	First	\$95.00
		Second	\$100.00
		Third	\$105.00
Part-time Single			
Part-time	Single	First	\$40.00
		Second	\$45.00
		Third	\$50.00

R.R.S.P

After two (2) years of service and for this year commencing August 1, 2001, the Company will match employees' contributions up to \$20.00 per month, year 2 - \$25.00 per month and year 3 - \$30.00 per month. This R.R.S.P. Plan will be set up through Sun Life.

LETTER OF UNDERSTANDING #2

**LOSS OF FULL TIME AIRPORT DRIVING AUTHORITY (D.A) /
BC PROVINCIAL DRIVERS LICENSE AIRCRAFT SERVICE,
CABIN SERVICE AGENTS, BAGGAGE SORTATION SERVICES AND FUELLERS**

- (a) The Company will accommodate up to the two (2) employees in each department at any one time who may have lost their – Airport Driving Authority (D.A.). This will be based strictly on seniority.
- (b) If the two (2) positions are not filled by employees who have lost their D.A. then the positions are open to bid, If however, during a period of time an employee loses his D.A. then he will bump into one of the positions in his department. The employee being bumped will assume the schedule of the employee who bumped him until the next normal shift bids.
- (c) Such period of accommodation shall not exceed the two (2) years from the date of loss of D.A. for any one employee.
- (d) If more than the departmental allotment lose their D.A. at any one time then the most junior employee will be suspended without pay on an undisciplined basis and continue to accrue seniority until their return to either a vacant position or their D.A. has been returned.

OTEU:15

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