

**COLLECTIVE AGREEMENT**

**Between**

**WORLDWIDE FLIGHT SERVICES INC.  
Halifax, Nova Scotia and Moncton, New Brunswick**

**And**

**The INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**Represented by**

**DISTRICT LODGE 140**

**EFFECTIVE:  
July 5, 2007 until July 4, 2010**

**13943 (01)**

## TABLE OF CONTENTS

ARTICLE 1	PREAMBLE .....	4
ARTICLE 2	PURPOSE .....	5
ARTICLE 3	RECOGNITION.....	6
ARTICLE 4	MANAGEMENT’S RIGHTS .....	7
ARTICLE 5	SCOPE OF AGREEMENT.....	8
ARTICLE 6	RATES OF PAY AND PREMIUMS.....	13
ARTICLE 7	HOURS OF WORK AND WORK SCHEDULE .....	18
ARTICLE 8	SHIFT TRADES .....	21
ARTICLE 9	OVERTIME AND RECALL.....	22
ARTICLE 10	SENIORITY AND PROBATION .....	24
ARTICLE 11	LAY-OFF AND RECALL.....	26
ARTICLE 12	HOLIDAYS .....	27
ARTICLE 13	VACATIONS.....	28
ARTICLE 14	LEAVES OF ABSENCE .....	31
ARTICLE 15	GRIEVANCE PROCEDURE & DISPUTE AND DISCIPLINE .....	34
ARTICLE 16	UNION MANAGEMENT RELATIONS .....	36
ARTICLE 17	ARBITRATION.....	38
ARTICLE 18	UNION DUES AND UNION MEMBERSHIP .....	39
ARTICLE 19	STRIKES AND LOCKOUTS.....	40
ARTICLE 20	SAFETY AND HEALTH .....	41
ARTICLE 21	HARASSMENT.....	43
ARTICLE 22	BENEFIT AND INSURANCE PLANS .....	44

ARTICLE 23 GENERAL ..... 45

ARTICLE 24 PART TIME EMPLOYMENT ..... 47

ARTICLE 25 RENEWAL, AMENDMENT AND  
TERMINATION ..... 49

**ARTICLE 1        PREAMBLE**

1.01        This Agreement has been entered into between Worldwide Flight Services Inc., hereinafter referred to as “the Company”, and the International Association of Machinists and Aerospace Workers, District Lodge 140, hereinafter referred to as “the Union”.

**ARTICLE 2            PURPOSE**

- 2.01        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.
  
- 2.02        If, for any reason, any portion of this Agreement is unenforceable or contrary to law, the parties hereto agree that such portion is severable and separable from the remainder of the Agreement and that the agreement in all other respects will continue in full force and effect in accordance with the terms thereof.

**ARTICLE 3            RECOGNITION**

- 3.01        The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly-rated employees at Halifax International Airport and Moncton, New Brunswick, except office and supervisory employees, in accordance with the Certificate of Recognition issued by the Federal Labour Relations Board.
  
- 3.02        Should an increase of business warrant a specific position for a scheduling co-ordinator that person will be selected from the bargaining unit as declared in CIRB order No. 7846-U.
  
- 3.03        Management personnel 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 Collective Bargaining Agreement, except in the event of an emergency or unforeseen circumstances beyond the control of the Company.

## **ARTICLE 4           MANAGEMENT'S RIGHTS**

- 4.01       The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.
- 4.02       The Union acknowledges that it is the exclusive function of the Company:
- a) To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
  - b) To hire new employees, retire, classify, direct, promote, demote, transfer, assign shifts and increase and decrease the work force from time to time.
  - c) Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
  - d) To make and alter from time to time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature.
- 4.03       These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 4.04       Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.
- 4.05       It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

## ARTICLE 5 SCOPE OF AGREEMENT

Current categories and classifications covered by this Agreement are as follows:

### AIRCRAFT SERVICES CATEGORY

5.01 **Aircraft Service Technician** - comprises all those who perform aircraft servicing, including loading and unloading baggage and cargo compartments of aircraft; provisioning of aircraft with cabin service supplies; servicing of lavatories and water systems; de-icing aircraft; pushing out/towing of aircraft and related marshalling activities; routine cleaning of work areas, equipment, ramps and facilities with or without powered equipment; perform daily vehicle checks, receiving, dispatching and staging air freight, air mail and other cargo at air freight docks and other cargo facilities; fuelling; crew transport and other duties and functions related to the foregoing as directed by management and/or a Crew Chief.

5.01.01 **Aircraft Service Technician Crew Chief** - comprises all those who, in addition to those duties and functions outlined in Article 5.01, are responsible to management for the overall performance of his/her crew and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include towing of aircraft; demonstration of proper work methods, conducting on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Crew Chiefs will not have the authority to administer discipline or discharge.

When directed by a supervisor, in consultation with the Crew Chief, or by a Crew Chief, employees in any classification in the Aircraft Services category may periodically be utilized to perform work in the Aircraft Services Technician or Aircraft Cleaner classification.

### AIRCRAFT CLEANER CATEGORY

5.02 **Aircraft Cleaner** - comprises all those who perform aircraft grooming, including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies; cleaning interior of aircraft by hand or powered equipment using cleaners; completion of the aircraft cleaning bill as required; stocking and cleaning of vehicles used in the grooming function; perform daily vehicle safety checks; stocking and cleaning of the cabin service make-up rooms and area; stocking and maintaining cabin services kits; routine cleaning of work areas; and other duties and functions related to the foregoing as directed by management and/or a Crew Chief.



## ARTICLE 5 SCOPE OF AGREEMENT (CONT'D)

5.02.01 **Aircraft Cleaner Crew Chief** - comprises all those who, in addition to those duties and functions outlined in Article 5.02, are responsible to management for the overall performance of his/her crew and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Crew Chiefs will not have the authority to administer discipline or discharge.

When directed by a supervisor, in consultation with the Crew Chief, or by a Crew Chief, employees in any classification in the Aircraft Grooming category may periodically be utilized to perform work in the Aircraft Services Technician classification provided the employee has the qualifications required for the work to be performed.

### GROUND EQUIPMENT MAINTENANCE CATEGORY

5.03 **Ground Equipment Mechanic** - comprises all those who perform mechanic functions on ground equipment according to their qualifications including trouble-shooting; disassembly checking; cleaning, repairing, replacing, tearing, adjusting, assembling, installing, servicing, fabricating and inspecting as required; ordering, receiving, inventory, securing or disbursement of parts and supplies on or off airport facilities; and other duties and functions related to the foregoing as directed by management.

5.03.01 **Apprentice Ground Equipment Mechanic** - comprises all those performing the work described in Article 5.03 who are learning the trade of mechanic. Progression to the Ground Equipment Mechanic classification will occur upon the employee's completion of the requirements of the applicable apprenticeship program.

5.03.02 **Lead Ground Equipment Mechanic** - comprises all those who, in addition to those duties and functions outlined in Article 5.03 are responsible to management for the overall performance of the Ground Equipment Mechanics under their direction and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Ground Equipment Mechanics will not have the authority to administer discipline or discharge.

5.03.03 When directed by a member of management, employees in the Ground Equipment Maintenance category may periodically be utilized to perform work in the Aircraft Services Technician or Aircraft Cleaner classification.

## ARTICLE 5 SCOPE OF AGREEMENT (CONT'D)

### PASSENGER SERVICES CATEGORY

- 5.04 **Passenger Service Agent** - comprises all those who perform airport and passenger service functions including: making reservations, preparation and issuance of tickets and itineraries, computation of fares, issuance of refunds, checking baggage, collection of excess baggage charges, providing passengers with general travel information; meets aircraft at gate or loading area, performs duties in the departure lounges or at boarding gates when enplaning and deplaning passengers, checks passenger ticket for validity and lifts appropriate coupon, completes all necessary arrangements for accommodating passengers holding reservations, standbys and their luggage, determines flight close-out time and prepares, completes and checks various flight forms for accuracy, invalidates tickets and completes post-departure procedures; performs lost and found activities, initiates tracing procedures for lost passenger articles, keeps owner informed of progress of search and returns found articles to customer, processes claims for damaged or lost baggage and personal articles and makes on-the-spot settlement of minor claims, forwards reports on larger claims to proper Company personnel, prepares and maintains required records and reports of lost and found activities; receives airfreight shipments, establishes acceptability, determines routing, classifies, computes rates and other tariff charges and collects payments, prepares routing data, carrier releases, transfer manifest drayage documents and various domestic and international forms, maintains inventory and records of shipments accepted, warehoused, dispatched and delivered to customers; and other duties and functions related to the foregoing as directed by management.
- 5.04.01 **Lead Passenger Service Agent** - comprises all those who, in addition to those duties and functions outlined in Article 5.04, are responsible to management for the overall performance of the Passenger Service Agents under their direction and the timely and satisfactory completion of work assignments in accordance with Company policy. Duties may also include the demonstration of proper work methods, conducting of on-the-job training, conducting of crew meetings and instruction of employees in new or revised operational procedures. Lead Passenger Service Agents will not have the authority to administer discipline or discharge.

## ARTICLE 5 SCOPE OF AGREEMENT (CONT'D)

- 5.04.02 **Operations Agent** - comprises all those who perform operations control functions including: assignment of aircraft to gates or loading areas; coordinating cabin availability, meal-count and in-flight supplies with Flight Attendants; weight and balance including pre-planning passenger, fuel, mail, express and air freight loads on aircraft by type of equipment based on payloads allowable and available, applies applicable charts and reference materials on balance data to compute weight distribution of load, adjusts load distribution prior to flight departure for changes in load composition, keeps appropriate personnel informed of load changes, prepares and maintains required records on load information; prepares, assembles and signs flight releases for Dispatchers; briefs and debriefs crews regarding weather, airports and traffic conditions, delayed flights, mechanical problems and other related information; obtains, coordinates, screens and disseminates all ramp and related information for Company personnel and public utilization; monitors airways frequencies for approach, landing and take-off clearances to keep current on flight arrival estimates and checks accuracy of weather, wind, altimeter settings provided aircraft crew; monitors and keeps current flight progress board and inputs information into customer computer system affecting changes in arrival or departure times at downline stations; prepares and maintains various flight operations reports and records; and other duties and functions related to the foregoing as directed by management.
- 5.04.03 When directed by a member of management, employees in the Passenger Service Agent or Lead Passenger Service Agent classification may periodically be utilized to tidy the interior of an aircraft at the gate or to deliver baggage to or pick-up baggage from the gate ramp area.
- 5.05 Notwithstanding the foregoing descriptions, and recognizing that the methods used for accomplishing the work of employees might change from time to time, the work performed by employees will continue to be performed by employees as long as there is a requirement for that work to be done.
- 5.06 The Company and the Union may, by mutual agreement, combine any of the categories or classifications described or create new categories or classifications. In this event, the Union may open the Agreement for the purpose of negotiating the job description and rates of pay for the affected classification(s), unless the change occurs within ninety (90) calendar days prior to the termination of the Agreement, in which case the new job description and rates of pay will become a part of the normal bargaining process.
- 5.07 If, as a result of new training requirements, the company has a need for additional personnel to be assigned to new or existing customer contracts, the Company will post the positions for bid by qualified personnel. Applicants will be selected by seniority providing they possess the qualifications. In order to limit the depletion of qualified personnel on an existing customer contract, the number of personnel allowed to

## **ARTICLE 5 SCOPE OF AGREEMENT (CONT'D)**

transfer to a new contract will be twenty-five percent (25%) of the existing contract head count requirements (PSA classification).

- 5.07.1 Vacancies in the classification of: Crew Chief Aircraft Service Technician, Crew Chief Aircraft Cleaner, Lead Passenger Service Agent, Operations Agent, or Lead Ground Equipment will be posted for application. Applicants will be selected by seniority, providing they possess the qualifications.

**ARTICLE 6            RATES OF PAY AND PREMIUMS**

6.01            The following are the rates of pay for all classifications covered by this agreement.

<b>AIRCRAFT SERVICE TECHNICIANS / PASSENGER SERVICE AGENTS/AIRCRAFT CLEANERS</b>	
Start	\$7.83
7 – 12 months	\$8.24
13 – 18 months	\$8.65
19 – 24 months	\$9.06
25 – 30 months	\$9.53
31 – 36 months	\$9.99
37 – 42 months	\$10.44
43 – 48 months	\$10.92
49 – 54 months	\$11.40
55 – 60 months	\$11.92
61 – 66 months	\$12.45
67 – 72 months	\$13.02
73 + months	\$13.28

<b>CREW CHIEF AIRCRAFT SERVICE TECHNICIANS / LEAD PASSENGER SERVICE AGENTS / OPERATIONS AGENTS</b>	
Start	\$10.45
7 – 12 months	\$11.02
13 – 18 months	\$11.54
19 – 24 months	\$12.15
25 – 30 months	\$12.77
31 – 36 months	\$13.34
37 – 42 months	\$13.95
43 – 48 months	\$14.57
49 – 54 months	\$15.22
55 – 60 months	\$15.91
61 – 66 months	\$16.62
<u>67 – 72 months</u>	<u>\$17.38</u>
73 + months	\$17.73

**ARTICLE 6            RATES OF PAY AND PREMIUMS (CONT'D)**

<b>CREW CHIEF AIRCRAFT CLEANERS</b>	
Start	\$8.50
7 – 12 months	\$8.96
13 – 18 months	\$9.37
19 – 24 months	\$9.89
25 – 30 months	\$10.35
31 – 36 months	\$10.82
37 – 42 months	\$11.30
43 – 48 months	\$11.80
49 – 54 months	\$12.34
55 – 60 months	\$12.90
61 – 66 months	\$13.47
<u>67 – 72 months</u>	<u>\$14.08</u>
73 + months	\$14.36

<b>GROUND EQUIPMENT MECHANICS</b>	
Start	\$15.60
7 – 12 months	\$16.30
13 – 18 months	\$17.04
19 – 24 months	\$17.81
25 – 30 months	\$18.60
31 – 36 months	\$19.45
37 – 42 months	\$20.32
43 – 48 months	\$21.24
49 – 54 months	\$22.19
55 – 60 months	\$23.18
<u>61 – 66 months</u>	<u>\$24.22</u>
67 + months	\$24.70

**ARTICLE 6            RATES OF PAY AND PREMIUMS (CONT'D)**

<b>LEAD GROUND EQUIPMENT MECHANICS</b>	
Start	\$16.84
7 – 12 months	\$17.60
13 – 18 months	\$18.39
19 – 24 months	\$19.22
25 – 30 months	\$20.09
31 – 36 months	\$20.99
37 – 42 months	\$21.93
43 – 48 months	\$22.92
49 – 54 months	\$23.95
55 – 60 months	\$25.03
<u>61 – 66 months</u>	<u>\$26.15</u>
67 + months	\$26.68

<b>APPRENTICE GROUND EQUIPMENT MECHANICS</b>	
Start	\$10.11
7 – 12 months	\$10.57
13 – 18 months	\$11.04
19 – 24 months	\$11.54
25 – 30 months	\$12.08
31 – 36 months	\$12.65
37 – 42 months	\$13.21
43 – 48 months	\$13.81
49 – 54 months	\$14.43
55 – 60 months	\$15.08
<u>61 – 66 months</u>	<u>\$15.76</u>
67 + months	\$16.08

**NOTE:**

- Employees will progress to the next step on the pay scale at the completion of six (6) months of service providing they have achieved at least five hundred and twenty (520) hours at the completion of six (6) months. If an employee has not completed at least five hundred and twenty (520) hours at the end of six (6) months, he/she will progress to the next step on the pay scale at the completion of five hundred and twenty (520) hours.
- Employees will be slotted onto the new pay scales based on their length of service in their present classification. Once slotted onto the new pay scale, employees who have completed probation will then be increased one step on the scale. Increases thereafter will be based on length of service as defined above.

## ARTICLE 6 RATES OF PAY AND PREMIUMS (CONT'D)

### 6.02 Premiums

#### ◆ **Shift Premium**

Employees working irregular hours will be compensated as follows:

All hours worked between: 1700 - 2259 (40 cents per hour over and above their hourly rate).

All hours worked between: 2300 - 0459 (65 cents per hour over and above their hourly rate).

#### ◆ **Towing Premium**

The Company shall designate the number of Transport Canada "D" licenses or equivalent which permits aircraft towing and will pay a monthly premium of twenty dollars (\$20.00) to those designated persons who actually perform the work.

#### ◆ **Training Premium**

Bargaining unit members assigned to training new employees and/or recurrent training shall be paid a training premium of \$1.00 per hour over and above their current hourly rate.

6.03 Employees assigned to acting lead positions in any classification covered hereunder will be entitled to an additional one dollar and fifty cents (\$1.50) per hour for all hours worked as an acting lead.

#### **Note: Lead Promotions**

Employees promoted to lead positions will be placed on the applicable lead pay scale at a step that is at least one dollar and fifty cents (\$1.50) more per hour than their pre-promotion rate of pay.

### 6.04 **Out of Town Assignment**

The Company is to provide thirty-four dollars (\$34.00) per diem/per day, no receipts required, (US funds) when assignment is in the United States or Canada.

All taxis, buses, etc. and non-company transportation to and from the workplace will be paid for by the company upon presentation of receipts. If a vehicle is provided, a gas card or appropriate funds will be provided.

Motel/hotel accommodations paid for by the company card – room only.

The Company is required to make all necessary arrangements prior to departure (hotel accommodations, transportation, etc.)

Per Diem to be made available in an up-front cash advance.



## **ARTICLE 6            RATES OF PAY AND PREMIUMS (CONT'D)**

### **6.05    Pay errors**

Pay errors involving an underpayment or overpayment will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment or overpayment, provided such verification is made three (3) or more days prior to the date; otherwise, it will be made on the next following pay cheque.

**ARTICLE 7            HOURS OF WORK AND WORK SCHEDULE**

7.01        **Hours of Work** – The normal working week for full-time employees is comprised of forty (40) hours divided into five (5) standard workdays of eight (8) consecutive hours, including two (2) consecutive days off, and excluding one (1) unpaid half-hour meal period.

7.01.01    The standard workweek can be made up of any of the following rotations:

<u>Average Length of Work Day</u>	<u>Days off</u>	<u>Example of Sample Rotation</u>
8 hours	2/7ths	5 on/2 off
8 ½ hours	1/3 <sup>rd</sup>	6 on/3 off
9 hours	3/8ths	5 on/3 off
10 hours	3/7ths	4 on/3 off
12 hours	½	4 on/4 off

7.02        **Shift Schedules** – Will be developed in accordance with the following:

7.02.01    Where the standard working week and/or the standard working day are impractical due to the requirements of the service, work schedules and periods of rotation between shifts, mutually satisfactory to the Company and the Union, shall be established prior to posting.

7.02.02    Shift Schedules will be submitted to the Union thirty-five (35) calendar days prior to posting. The Union will submit amendments where warranted in conjunction with manpower requirements. Management will consider the Union requests in achieving desirable work schedules. Shift schedules will be posted at least thirty (30) calendar days in advance. Should the Union fail to return recommendations within four (4) calendar days, the Company will post the schedule submitted. Should the Company fail to provide thirty (30) days notice before a schedule change (employee shifts), the employees will continue to work their current work schedules and not incur any loss of hours worked. This includes shift schedules being presented to the union on May 15<sup>th</sup> and November 15<sup>th</sup> each year for review, input and bidding.

7.02.03    At the time of schedule changes, full time employees may bid their work schedule in order of seniority within each classification. Part time and probationary employees may be assigned work schedules. However, assignments will be in seniority order, and senior employees will be assigned more hours than others junior to them, and in accordance with Article 24.02.

7.02.04    Any vacancies on existing shifts which occur between general shift bids will be offered by seniority in each classification in which the vacancy is occurring. A maximum of two (2) bids will be permitted for each such vacancy.

## ARTICLE 7 HOURS OF WORK AND WORK SCHEDULE (CONT'D)

- 7.03 Occasional changes to an employee's schedule may occur to cover the absence of another employee due to annual vacations, sick leave, maternity leave, training and time off for Union business.
- 7.03.01 Employees will be notified at least three (3) calendar days in advance for a change of shift and at least five (5) calendar days before a change of his/her days off. Any changes to these time limits will result in the employee being compensated at a rate of time and one half (1.5x) for all regular hours worked that day.
- 7.03.02 An employee who changes classification can have his/her shifts or day off modified by the Company. The minimum notice periods provided for in Article 7.03.01 will apply.
- 7.03.03 Any hours worked in excess of forty (40) hours during a workweek following shift schedule changes will be credited at the rate of one and one-half times (1 ½ X).
- 7.04 **Meal Periods** – Will not be less than thirty (30) minutes. One (1) meal period will be scheduled in each shift within one and one-half (1 ½) hour on either side of the mid-point of each shift for full time only.
- 7.04.01 Due to operational requirements, an employee might not be able to take a meal period at the scheduled time which meal period will be re-scheduled. The Company agrees that in the event a full time employee cannot take his/her meal period, such employee shall be paid at the rate of one and a half (1 ½) times his/her regular hourly rate of pay for a period of thirty (30) minutes.
- 7.04.02 An employee who works in excess of eight (8) hours overtime prior to or after his/her shift will be entitled to an unpaid meal period for each eight (8) hour period and will receive a meal allowance of six dollars (\$6.00).
- 7.04.03 Employees who report to work on recall will be provided with an unpaid meal period after eight (8) hours of work and be provided with a meal allowance of six dollars (\$6.00).
- 7.05 All scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift.
- 7.05.01 If any work period continues so that it terminates within eight (8) hours as provided for in Article 7.05, prior to the commencement of the employee's next scheduled shift, the employee shall receive pay for all time worked during all affected shifts (inclusive of split shifts) at the rate of one and one-half (1 ½).
- 7.05.02 The provisions of Articles 7.05 and 7.05.01 will not apply in situations, which occur as a result of a shift trade.

**ARTICLE 7 HOURS OF WORK AND WORK SCHEDULE (CONT'D)**

7.06 In order for the Company to deal with schedule changes required as a result of the minimal notice which is sometimes provided by a carrier, it is agreed that, if notice of a carrier's change in requirements is insufficient to permit a shift bid from being processed in accordance with normal shift bidding practices, the Company will be permitted to change the employee's work schedules as required to meet the new staffing requirements, with at least seventy-two (72) hours notice. Such utilization will be kept to the minimum possible that is required to service the carrier's needs. All affected employees with less than seventy-two (72) hours notice will be credited with one and one half times (1.5x) their regular rate of pay for every hour worked.

7.06.01 In the event of a cancellation of a flight with less than 72 hours notice, the Company may offer an employee the option of taking the day off without pay, in full or in part, as long as it is clear that it is voluntary on the employee's part.

## **ARTICLE 8           SHIFT TRADES**

8.01       Shift Trades – As agreed to during negotiation of the Collective Agreement, the Company agrees to permit shift trades. Employees may arrange for another employee to work their shift subject to management’s approval, however, it is understood and agreed that there shall be no additional costs incurred by the company as a result of the said shift trade.

The purpose of this privilege is to reduce absenteeism by allowing employees to handle unexpected situations or ones that conflict with their work schedule.

8.02       An employee may ask another employee to work his shift, on condition that he has received his supervisor’s authorization to do so.

8.03       Except under exceptional circumstances, a request for a shift trade shall be submitted in writing to the supervisor, who shall approve it at least twenty-four (24) hours before the shift in question. This approval must bear the signatures of the supervisor and both employees involved.

8.04       These trades are only authorized if the employee taking over another employee’s shift can perform the duties of the employee he is replacing.

8.05       The Company reserves the right to temporarily or permanently withdraw this privilege from an employee who does not respect the established procedures or who abuses this privilege.

8.06       Sick leave provisions will apply to the employee who has agreed to work the shift.

8.07       For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g. a full-time employee receives eight (8) hours). The employee working the shift, who was previously on a day off, will receive the applicable workday credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1.5X the length of the workday).

8.08       Employees will advise the Company in advance of cancellation of shift trades.

## ARTICLE 9 OVERTIME AND RECALL

9.01 Overtime and recall are according to a system developed by mutual agreement between the Company and the Union and are distributed as equitably as practicable among the employees qualified to perform the work.

9.02 **Overtime** – Paid at the rate of one and one-half (1 ½) times the employee’s regular wage rate. Overtime is all time worked before or after the employee’s scheduled shifts and consecutive with the shift.

9.03 Hours worked prior to the start of a shift are paid as follows: at the rate of one and one-half (1½) times the employee’s regular hourly rate for the hours actually worked, or a minimum of three (3) hours at the employee’s regular hourly rate whichever is greater.

9.04 **Recall** – Paid at the rate of time-and-one-half (1 ½) when employee is requested to work on a regular work day not consecutive with his/her shift, or to work on a day off.

The minimum recall credit will be three (3) hours at time and one-half (1½).

9.05 Overtime at the rate of time and one half (1.5x) an employee’s regular hourly rate shall be paid for hours worked in excess of forty (40) hours in any calendar week, or eight (8) hours in any day except for those employees working a modified work schedule (excluding sick leave).

9.06 **Time Bank - Time off - All hours credited in accordance with Article 12 and all overtime credits received in accordance with Article 9 may be accumulated in a Time Bank established for each employee, and will be credited to the Bank in dollars. This Time Bank will provide for a maximum accumulation of eighty (80) hours. Hours in the Time Bank can be rolled over from one year to the next year. However, the maximum amount of hours in the Time Bank cannot exceed 80 hours. Employees may make withdrawals from their Time Bank for the following purposes and manner.**

9.06.01 **Time Off - an employee may make withdrawals from their Time Bank in the form of time off as follows:**

(a) Time off will only be granted in accordance with the desires of the employee and only if the requirements of the Company permit.

(b) Subject to (a) above, employees who request time off thirty (30) days in advance will be granted the time on the basis of classification seniority. Similar requests made less than thirty (30) days in advance will be granted on a first come, first served basis.

(c) Once time off is granted, it may not be cancelled except by mutual agreement between the Company and the employee and including, if applicable, the employee who is covering the period of time off which had been granted.

**ARTICLE 9 OVERTIME AND RECALL (CONT'D)**

- (d) The applicable time will be deducted from the time bank on a time for time basis when the time off is taken.

9.06.02 **Pay** - an employee may make withdrawals from their time bank in the form of hours converted to pay. Requests for such a withdrawal must be submitted by the employee no later than fourteen (14) days prior to the pay date on which they wish the payment to be made. The applicable time will be deducted from the time bank at the time the request is processed by payrolls.

## ARTICLE 10 SENIORITY AND PROBATION

### Seniority

- 10.01 Definition – Seniority is defined as an employee’s period of continuous service within an occupation covered by the Certification with the Company, measured from the most recent date of hire. Continuous employment shall mean without a break in service.
- 10.02 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.
- 10.03 Lay-offs and Recalls: The Company has the right to lay-off employees to the extent it determines necessary. Employees in an occupational group shall be laid off in reverse order (that is to say that junior employees are to be laid off first and recalled last) of their seniority.
- 10.04 Termination of Seniority:
- Employee status and seniority shall both terminate when:
- a) an employee voluntarily terminates his employment;
  - b) an employee is discharged for a cause and is not reinstated through the Grievance Procedure;
  - c) an employee has been on lay-off for twelve (12) consecutive months;
  - d) an employee fails to report for work at termination of a leave of absence;
  - e) an employee retires;
  - 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;
  - g) an employee who fails to report for his first scheduled shift after he has been declared medically fit by his doctor to return to work.
  - h) At age sixty-five (65).
- 10.05 The Company will post the seniority list every three (3) months and will provide the Union officers and the shop committee with one (1) copy each. The Union will assist in determining the accurate seniority date of employees (i.e., employees hired on the same day). The seniority list shall state the date the employee was hired, the classification, and the date of any classification change.
- 10.06 Employees promoted to permanent Supervisor shall continue to accrue seniority within the bargaining unit after thirty (30) days. Such employees shall lose all seniority within the bargaining unit effective thirty-one (31) days after such promotion.



**ARTICLE 10 SENIORITY AND PROBATION (CONT'D)**

10.07 Temporary Upgrades:

For temporary upgrades of bargaining unit members for the purpose of Supervisor relief, the Company and the Union shall meet to discuss the duration of assignment and the reason for same. The foregoing meeting shall take place prior to the position being awarded. Such assignments shall not exceed six (6) months in any calendar year. Extensions to said assignments will be made by mutual agreement.

**Probation**

10.08 The first six (6) months, excluding sickness and absence, of employment for all employees shall be a probationary period during which the Company may assess whether an employee is suitable to be retained. An employee shall be a probationary employee without seniority for the first six (6) months of employment, excluding sickness and absence.

10.09 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 the article on seniority or an employee on leave of absence, as provided by the article on leave of absence, shall not be deemed to have separated from employment and shall not again be a probationary employee should he/she return to work.

**ARTICLE 11      LAY-OFF AND RECALL**

- 11.01      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.
  
- 11.02      The Company shall notify the Union, in writing, as soon as possible prior to any lay-off. All employees shall receive at least two (2) weeks notice of any lay-off, except in the case of a lay-off as defined above.

Employees being laid off in an occupation will be called back in the reverse order they were re-classified with their accumulated seniority.

Should it become necessary to increase the number of employees in an occupation from where an employee has been laid off or has been displaced, the Company will recall the employees in the reverse order of their lay-off or displacement.

- 11.02.01      When work is available in any classification from which there has been a lay-off, seniority shall determine the employees to be recalled provided they meet the qualifications. Every previous employee then having seniority and qualifications in the said classification shall be recalled before any other person is hired into it.

- 11.03      Recall shall be by registered mail or wire to the address last filed by the employee with the Company. The Union shall receive a copy of each letter or recall. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

- 11.04      If within ten (10) calendar days of mailing notice of recall, an employee shall have failed to notify the Company that he/she intends to return to work or have satisfied the Company that he/she is unable to return because of accident or illness or other sufficient cause as mutually agreed to, he/she shall lose all seniority and his/her name shall be removed from the seniority list. All recall notices shall be mailed double registered.

Where the employee has satisfied the Company that he/she is unable to return to work because of accident or illness or other sufficient cause as mutually agreed to, he/she shall be recalled to the next available vacancy in his/her occupational group for which he/she presently has the qualifications and ability at the time he/she is fit to return to work, for the work required. At the time of such recall the employee will resume his/her place on the seniority list.

## ARTICLE 12      HOLIDAYS

12.01      The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

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

12.02      If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. Employees who are either granted or assigned the day off will be advised, in writing, at least fourteen (14) calendar days in advance of the holiday.

12.03      When an employee is granted a day off in accordance with Article 12.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be credited with eight (8) hours. When an employee works on a holiday, the employee will receive, in addition to his/her regular pay, pay equal to one and one-half times (1.5X) the length of the work day or eight (8) hours, whichever is the greater pay.

12.04      Should an employee be assigned to another country to perform work for the Company on a Canadian Statutory Holiday, he/she will be compensated his/her regular pay, pay equal to one and one half times (1.5x) the length of the work day or eight (8) hours, whichever is the greater pay.

**ARTICLE 13      VACATIONS**

- 13.01      An employee will receive annual vacation with pay as provided for in Article 13 according to his/her years of employment with the Company.
  
- 13.01.01      The vacation year will be January 1 to December 31. Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned.
  
- 13.01.02      It is understood that there may be restrictions on the number of employees allowed to be off on vacation at the same time. Such restrictions will not be unreasonable and will be identified by the Company before employees select their vacation dates. There will be no total embargoes on vacation times.
  
- 13.01.03      Vacation times available to employees will not be affected by the vacations of other Company personnel working in other classifications. Furthermore, vacation dates, once confirmed will not be changed.
  
- 13.01.04      Should an employee with an outstanding vacation entitlement be placed on disability benefits, sick leave, or any other approved leave of absence, the employee will be given the option of either:
  - a)      Deferring the outstanding vacation which must be taken immediately following termination of the approved leave and prior to returning to work, or
  - b)      Being placed on “vacation” for the outstanding period prior to December 31, in order to receive normal pay and extend the benefit period.
  
- 13.02      Employees who have completed less than one (1) year of continuous service by December 31<sup>st</sup> of each year, will be granted vacation leave with pay in accordance with the following chart for each full month of continuous service up to December 31<sup>st</sup>.

<u>Full Calendar Month of Continuous Service</u>	<u>Calendar Days of Vacation with Pay</u>
1	1
2	2
3	4
4	5
5	6
6	7
7	8
8	9
9	11
10	12
11	13

## ARTICLE 13 VACATIONS (CONT'D)

**Note:** A full calendar month of service for vacation purposes will be credited if an employee commences Company service on the first working day of the month provided all days of the month, before commencement of employment, are Statutory Holidays and/or regular days off in the employee's work cycle.

Employees who have completed one (1) to five (5) years of continuous service by December 31<sup>st</sup> of each year, will be granted two (2) weeks [fourteen (14) calendar days] vacation with pay.

Employees who have completed six (6) to ten (10) years or more of continuous service by December 31<sup>st</sup> of each year, will be granted three (3) weeks [twenty-one (21) calendar days] vacation with pay.

Employees who have completed eleven (11) years or more of continuous service by December 31<sup>st</sup> of each year, will be granted four (4) weeks [twenty-eight (28) calendar days] vacation with pay.

13.03 The periods of vacation outlined in Article 13.02 will be exclusive of Statutory Holidays, which may occur during the vacation period.

In the event that a Statutory Holiday(s) falls within an employee's vacation period, the employee will have, unless otherwise agreed to locally, the option of:

- a) Taking the day(s) in conjunction with the specific vacation period in which the Statutory Holiday(s) falls;
- b) Taking the day(s) at a mutually agreed to time within the calendar year after the Statutory Holiday(s) occurs.
- c) Pay out the holiday at the employee's regular scheduled hours

In the event the compensatory day(s) cannot be granted by December 31<sup>st</sup> of the calendar year, the employee will be credited with eight (8) hours at straight time.

13.03.01 An employee's shift rotation will not be changed once his/her vacation has commenced, up to and including the return from vacation.

### Selection

13.04 Vacation dates will be allocated in order of seniority within each classification.

13.04.01 No later than October 1<sup>st</sup> of each year, the Company will post a bulletin along with a seniority list showing each employee's total vacation entitlement. Should an employee be absent during the selection period, he/she will be contacted by the Company and

## **ARTICLE 13            VACATIONS (CONT'D)**

said employee will advise the Company of his/her selection. Their selection and names will be noted on the bulletin.

13.04.02 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 15th.

Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to their selection of vacation dates.

13.04.03 If an employee has not chosen his/her vacation dates by October 31st, the Company will select the vacation date(s).

13.04.04 No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee.

### **Waiting List**

13.05 Vacation dates, which become available after the allocation of vacation dates will be offered in order of seniority to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

### **Vacation Pay**

13.06 Those employees resigning or discharged from the Company shall receive pay in lieu of accrued vacation.

13.07 At the option of the employee, vacation accrued but not taken by those employees who have been laid off, will be paid either at the time of lay off or at the end of the calendar year it was due to be taken.

13.08 Vacation will be paid in accordance with the Labour Code.

13.09 In accordance with the Canada Labour Code, at the beginning of each year the Company will compare actual vacation earnings paid in the previous calendar year versus two percent (2%) of gross earnings for each seven (7) days of vacation entitlement. In the event that the comparison of two percent (2%) of gross earnings for each seven (7) days of vacation entitlement would have resulted in greater pay for the employee, the employee will be paid the difference in pay no later than March 1st in the calendar year following the year in which the vacation was taken.

## **ARTICLE 14 LEAVES OF ABSENCE**

### **Voluntary Leave of Absence**

- 14.01 When the requirements of the Company permit, an employee, upon written request through his immediate supervisor, may be granted a voluntary leave of absence without pay for a period exceeding fourteen (14) consecutive calendar days but not exceeding one (1) year. Such leaves, when granted, shall be without loss and with accrual of seniority. Time off requests for less than fourteen (14) consecutive calendar days will be handled as a Time Card leave, and the employee will not be placed on leave of absence.
- 14.01.01 The granting of leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those on hand in the base at the time of granting.
- 14.01.02 The Company shall inform the Union of all leave of absences without pay granted by the Company.
- 14.01.03 The Company will indicate its approval of the leave in writing, including the commencement and termination dates, fourteen (14) or more calendar days prior to the requested commencement date of the leave. Once approved, a leave may not be cancelled except by mutual agreement between the employee and the Company.
- 14.01.04 If the employee wishes to return to work prior to the approved termination of the leave, the employee will make the request to his/her immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

### **Leave of Absence for Employees with Child Care Responsibilities**

- 14.02 Employees will be granted leave of absence under the conditions provided for in Part III of the Canada Labour Code.
- 14.03 On request of the Union, the Company may grant a leave of absence, without pay, to officials of the Union or their delegates for the participation in Union business provided that such leave of absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee. Such leave of absences are not to exceed two (2) weeks at any one time and shall be granted to officials or delegates, subject to operational needs, for the purpose of attending Trade Union conferences and Training conferences and Training courses. Such leave of absences shall be restricted at any one time to a maximum of 1:25 per classification.
- 14.03.01 Leave of absences for other union business of five (5) or more union members at one time shall be restricted to two (2) days. Such leave of absences shall be restricted at any one time to a maximum of 1:25 per classification.

## **ARTICLE 14 LEAVES OF ABSENCE (CONT'D)**

- 14.03.02 On request from the Union, the Company shall grant a leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment with 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.
- 14.03.03 Employees shall be granted one (1) day off without pay in the week that the employee's spouse gives birth or on the day an adopted child is first brought home.

### **Sick Leave**

- 14.04 An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed sick leave with pay as outlined in the following:
- 14.04.01 A full time employee who has successfully completed his/her probationary period will be credited with twenty-four (24) hours sick leave and thereafter shall accumulate four (4) hours per full month of employment.
- 14.04.02 Total sick leave accrual is limited to two hundred and forty (240) hours in a sick bank. Employees will be allowed to use up to three (3) days of sick leave per year for the care of an ill dependent child. Employees that are on a first or second step attendance control written warning, and subsequently call in sick, will be required to provide a doctor's note to substantiate the illness, or they will be unable to use their accrued sick time. Sick leave accrual will be determined at the end of each calendar month based on the following. Working up to twenty (20) hours per week on average accrual will = two (2) hours/month, working twenty decimal one to thirty-two decimal five (20.1-32.5) hours per week on average accrual will = three (3) hours/month, and working thirty-two decimal six to forty (32.6-40) hours per week on average accrual will = four (4) hours/month.

### **Bereavement Leave**

- 14.05 An employee shall be granted, in the event of the death of the employee's spouse or common-law partner, the employee's father and mother and the spouse or common law partner of the father or mother, the employee's child (ren) and the child (ren) of the employee's spouse or common-law partner, the employee's grandchild(ren), the employee's brothers and sisters, the grandfather and grandmother of the employee, the father and mother of the spouse or common-law partner of the employee, and the spouse or common-law partner of the father or mother, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides, bereavement leave for a period not exceeding his three (3) regular working days falling within the five (5) day period immediately following the day of the death.



**ARTICLE 14 LEAVES OF ABSENCE (CONT'D)**

- 14.05.01 An employee that has been continuously employed for three consecutive months who is entitled to bereavement leave under Article 14.05 herein, is entitled to such leave with pay at his regular rate of wages for his regularly scheduled hours of work.
- 14.05.02 An employee shall be granted, in the event of the death of any member of his extended family, bereavement leave without pay on any of his regularly scheduled working days that occur during the three (3) days immediately following the day of the death.  
  
The expression "extended family" means; brothers-in-law and sisters-in-law.
- 14.05.03 If an employee is called for a death in his extended family during his regularly scheduled shift, he will be granted permission to leave the Company premises immediately and may be paid for the remainder of his regularly scheduled shift.
- 14.05.04 In the event the death of a member of the employee's family occurs, such employee may, depending on operational requirements, obtain an additional five (5) days leave of absence without pay to attend the funeral.
- 14.05.05 Should an employee be requested by the Company to provide satisfactory proof of a death in his immediate family, he shall be obliged to do so in order to establish proper qualification for payment as provided for in Article 14.05 herein.

**Call to Jury Duty**

- 14.06 Employees called upon to perform jury duty or to be crown witnesses shall be entitled to an authorized paid leave of absence, providing they have completed probation, and shall continue to accumulate seniority during their absence. They shall receive their salary less the allowance paid by the legal system.

## **ARTICLE 15      GRIEVANCE PROCEDURE & DISPUTE AND DISCIPLINE**

15.01      Grievance means a disagreement respecting the interpretation of the application of the present Collective Agreement.

15.02      The Company and the Union emphasize the desirability of settling grievances promptly, thus reducing any possible cause of friction to a minimum.

Grievances shall be resolved as follows:

Prior to filing a grievance, an employee should meet with his/her immediate Supervisor to attempt to resolve the matter. Such meeting should take place within seven (7) calendar days of the incident leading to the grievance. A Shop Steward will be present at the meeting.

Step One: Should the matter not be resolved, the employee may file a grievance in writing with the Manager of Services within seven (7) calendar days following the initial meeting. The Manager of Services will respond, in writing, within seven (7) calendar days following receipt of the grievance.

Step Two: If the answer from the Manager of Services does not resolve the matter, then the matter will be referred to the General Manager and the General Chairperson of Transportation District 140 of the IAMAW, in writing, within seven (7) calendar days. The General Manager will respond within seven (7) calendar days.

Step Three: If the answer from the General Manager does not resolve the matter, then the matter will be referred to the Director of Employee Relations and the General Chairperson of Transportation District 140 of the IAMAW, in writing within seven (7) calendar days.

Should the matter remain unresolved, the grievance may then be brought to arbitration in the manner provided in Article 17.

15.03      Any collective grievance filed by the Union shall be submitted in writing to the General Manager, or to his/her designee, within seven (7) calendar days of the incident, or the time the incident became known, which gave rise to the grievance. Should the grievance remain unresolved after Step Three, as specified above, it may then be processed to arbitration in the manner provided in the article on arbitration herein.

15.04      Any employee who feels he/she has been disciplined or dismissed without just and sufficient cause, may file a grievance and the same grievance shall be processed at the first step of the grievance procedure provided for in Article 15.02, provided that the right to submit a grievance shall be deemed to be waived in the event the grievance is not submitted in writing within seven (7) calendar days after the disciplinary action or dismissal.

## **ARTICLE 15 GRIEVANCE PROCEDURE & DISPUTE AND DISCIPLINE (CONT'D)**

- 15.05 Notwithstanding the provisions above, in the case of the termination of employment of an employee during his/her probationary period, it is understood that the Company shall have no obligation to establish just and sufficient cause for such termination.
- 15.06 Any discipline or grievance not processed through the steps of the grievance procedure provided for herein and within the delays therein mentioned, shall not be considered a valid grievance and shall not be arbitrable.
- 15.07 The time limits provided for herein may be extended or reduced by mutual agreement in writing, between the Company and the Union.

### **Dispute and Discipline**

- 15.08 An incident is a situation, which can give rise to disciplinary action and by extension, a grievance from the employee. Prior to any disciplinary action being taken, the Union will be notified and a Union Steward will be present for all meetings.
  - 15.08.01 The Company agrees to conduct said hearing within seven (7) calendar days immediately following the day that the incident became known. The Company and the Union will mutually agree on the day and the time the hearing is to be conducted. If either the Company or the Union does not show for such meeting, the grievance shall be settled in favour of the party that showed for the meeting.
  - 15.08.02 The Company agrees that any incident report that may be raised shall not be placed on the employee's file unless, as a result of the hearing, disciplinary action is taken.
  - 15.08.03 The Company will notify the Union Shop Committee and the affected employee or employees of their decision in writing within seven (7) calendar days of the hearing.
  - 15.08.04 Written disciplinary actions will remain on an employee's personal file for up to two (2) years provided the file is clear of any disciplinary action of the same nature.
  - 15.08.05 In the event of the loss of a required driver's licence, a reasonable effort will be made by the Company to accommodate the employee in another classification that does not require a driver's licence, providing a vacancy exists in the applicable classification at the level which corresponds with their length of service.

## **ARTICLE 16      UNION MANAGEMENT RELATIONS**

- 16.01      **Union-Management Meetings** – It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end, joint meetings will be held on a monthly basis between Management and not more than three (3) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union-Management meetings however will not be considered as being in lieu of the grievance procedure.
- 16.02      **Letters of Understanding** – Any Letter of Understanding negotiated between the President of the Company or his/her designate and the IAMAW will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

### **Time-Off – Union Representatives**

- 16.03      The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels; the Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process, it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs, and to obtain permission for the time required from their immediate supervisor/manager and the supervisor of the employee(s) involved. Additionally, the Union representative will notify their supervisor when returning to duty.
- 16.04      Except for meetings involving the Company (with the exception of meetings for the negotiation of a renewal of this Agreement) for which the Company will absorb the cost, the Union will bear the cost of the scheduled time lost by Union members and representatives while participating in activities authorized by the Union. The Local Union will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case, the employees involved will not be debited or removed from the payroll.
- 16.05      Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.

**ARTICLE 16      UNION MANAGEMENT RELATIONS (CONT'D)**

- 16.06      The Company shall release three (3) representatives for negotiations concerning renewal of the Collective Agreement. The Union shall reimburse the Company for time clearance incurred during negotiations with the Company.
- 16.07      The Union will advise the Company of the names of its elected or appointed representatives.
- 16.08      **Bulletin Boards** – The Company will provide enclosed lockable bulletin boards for the use of the Union at appropriate locations (including the agents’ work area) upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the Station Manager.
- 16.09      **Data to be Supplied to Union** – The Company will supply the Union with a list containing the following information:
- Employees by classification, status and rate of pay;
  - Employees on lay-off or leave of absence;
  - Newly hired employees;
  - Employees who have resigned.
- 16.10      Employees shall not carry out union related activities during working hours except as explicitly outlined in this Agreement.

## ARTICLE 17      ARBITRATION

- 17.01      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 arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 17.02      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 previous articles hereof. After exhausting the Grievance Procedure established by this Agreement, either party may notify the other in writing of its desire to submit a matter or question as provided in this article to arbitration. The notice shall be delivered to the other party within fourteen (14) calendar days of the reply under the Third Step of the Grievance Procedure.
- 17.03      The arbitrator shall be mutually agreed to by the Union and the Company. Should the parties fail to agree on a single arbitrator, the Minister of Labour for Canada may be requested by the parties to appoint an arbitrator.
- 17.04      The arbitrator shall hear and determine the matter or question. The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 17.05      The proceedings of the arbitration shall be expedited by the parties hereto.
- 17.06      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.
- 17.07      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.
- 17.08      The parties shall each pay one-half of the expenses of the arbitrator.
- 17.09      Limitations: The grievance shall provide an adequate statement of the alleged violation and indicate the relief sought.
- 17.10      In a grievance of disciplinary measures including a suspension and dismissal case, the arbitrator may maintain, cancel, reduce and determine the condition of reinstatement including compensation, should he/she come to the conclusion that the action taken is unjust and/or unreasonable.

**ARTICLE 18      UNION DUES AND UNION MEMBERSHIP**

18.01      Deductions shall commence on payroll for the first pay period of the calendar month, following completion of thirty (30) calendar days, after date of employment in a position covered by this Agreement, but in no case shall deductions commence earlier than the payroll for the first pay period of the calendar month following completion of thirty (30) days after the date of the last entry into the Company. Union dues will be deducted weekly.

The Company shall forward the money deducted as union dues to the Secretary-Treasurer of the national office of the IAMAW District Lodge 140, no later than the tenth day of the following month. The amount of union dues to be deducted by the Company will be advised by the Union.

If the wages of an employee payable on the payroll for the last pay period of any week 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 week. 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 week.

## **ARTICLE 19        STRIKES AND LOCKOUTS**

- 19.01        During the term of the present Agreement, the Union agrees and undertakes that there shall be no strike of any form whatsoever, for any reason whatsoever, nor any total or partial stoppage or slow-down of work by the employees of the Company and members of the Union, nor any form of picketing whatsoever directed against the Company. Therefore, the Union undertakes and warrants that, during the term of the present Agreement, no officer or representative of the Union shall authorise, encourage instigate, promote, condone or otherwise assist in any kind of strike, boycott, slow-down or picketing; similarly, the Union undertakes that no employee covered by the Agreement shall, during its terms, encourage or engage in any strike, boycott, slow-down, picketing or other intentional interruption or curtailment of work against the Company.
- 19.02        In the event of a supposed violation of Article 19.01 by an employee, said employee will be subject to dismissal or to any other disciplinary action the Company might deem necessary. In such an event, the employee concerned may avail himself of the grievance procedure, except that the arbitrator's jurisdiction shall be limited exclusively to determining whether or not the employee did, in fact, violate the provisions of Article 19.01.
- In the event the arbitrator determines that the employee did, in fact, violate the provisions of article 19.01, the arbitrator shall maintain whatever disciplinary sanction was imposed. Where the arbitrator determines that the employee did not, in fact, violate the provisions of article 19.01, he shall annul whatever disciplinary sanction was imposed, and order reinstatement, if need be, with full compensation for any lost wages and benefits as a result of the disciplinary action imposed.
- 19.03        During the term of the present agreement, the company agrees, undertakes and warrants that it shall not lockout in any way whatsoever, for any reason whatsoever, the employees covered hereby nor seek in any manner to frustrate the basic purpose of this agreement.
- 19.04        The Company agrees that no employee covered under the Collective Agreement will be obliged to perform work for a customer whose employees are on a legal strike and such work is normally carried out by the striking employees. However, in the event a customer of the striking airline gives the Company a signed contractual commitment, the employees will undertake the work involved as for a normal customer.



## ARTICLE 20 SAFETY AND HEALTH

20.01 The Union, the Company and the employees agree to encourage occupational health and safety, in compliance with current laws and regulations.

It is each employee's responsibility to promote a healthy and safe work environment. Each employee, as well as each shop steward, shall have the obligation to report to the Company and/or to the Union any situation he/she considers to be a health and safety hazard.

It is also the employee's responsibility to:

- a) Report any work-related accident or injury to the Company.
- b) Actively participate in rehabilitation following an injury or illness, whether work-related or otherwise, and see Company-prescribed physiotherapists or physicians (at no cost to employee), if necessary.
- c) Provide physician/physiotherapist with any documentation from the Company on modified/light duties and return-to-work program(s) (at no cost to employee).
- d) Return physician's report to Program Manager, or their designate, as soon as possible after each medical appointment.
- e) Make all reasonable attempts to schedule appointments so that they do not conflict with working schedule.
- f) Wear all Company provided Personal Protective Equipment (PPE) at all times.

20.02 The parties in this Agreement agree to set up a Health and Safety Committee with the same powers and obligations as those provided for under the law. This committee shall consist of at least two members appointed by the Union (plus one more, when necessary, for mechanics / ground equipment), and of two representatives appointed by the Company.

20.03 The Safety and Health Committee shall hold at least one meeting per month during working hours. It also meets in cases of emergency or exceptional circumstances, even outside working hours.

20.04 The Safety and Health Committee members may take time off work to carry out their functions on the committee, in particular to attend meetings. The hours devoted to these functions are considered as time worked for the purposes of calculating the salary owed to them.

**ARTICLE 20 SAFETY AND HEALTH (CONT'D)**

- 20.05 No member of the Safety and Health Committee is personally liable for acts or omissions done in good faith in the exercise of the powers conferred upon him under the present article.
- 20.06 Subject to the foregoing, the Safety and Health Committee may set its own rules on the duration of its members' mandate (not to exceed two (2) years, renewable), the date, place and frequency of its meetings, and any other procedure it considers useful to its functioning.
- 20.07 At the time of the physical accident or accident involving equipment, the Safety and Health Committee representative must be present or, failing so, the steward on duty. Should the representatives be absent, the employer shall nonetheless proceed with the investigation. A copy of the accident-investigation report shall be provided to the Safety and Health Committee and to the employee involved in the accident, if he so requests.

**Reintegration Following a Work Accident or Disability**

- 20.08 In accordance with the Company's needs and subject to an agreement between the Company and the Union, an employee may, depending on the case, be preferably assigned to a work location likely to facilitate his reintegration. In some cases, this may mean daily or weekly schedules that are shorter than normal.
- 20.09 If the employee cannot resume the work that he carried out according to his category and classification, he may be assigned to a position whose requirements correspond to his state of health, on condition that he can prove that he has the necessary abilities to carry out this work.
- 20.10 In this case, the Company shall participate in his reintegration by providing him with the required training. The salary and benefits of the employee who has successfully completed this training shall depend on the position.

## **ARTICLE 21      HARASSMENT**

### **Employee's Rights and Company's Responsibility**

21.01      No employee shall be subject to pressure, constraint or discrimination at work or in activities linked to work, that is likely to compromise the employee's dignity or could have an impact on job security/employment by creating an environment that is intimidating, embarrassing, humiliating or offensive, as established under the Charter of Rights and Freedom and the Canada Labour Code.

### **Definitions**

21.02      **Sexual Harassment** – Is defined as any conduct, comment, gesture or contact which, sexually, is likely to offend or humiliate an employee or which may be reasonably interpreted by the latter as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

21.03      **Personal Harassment** – Is defined as any discrimination on the basis of race, national or ethnic origin, colour, religion, age, gender (including pregnancy and delivery), family status, marital status, disability or sexual orientation.

### **Complaints**

21.04      An employee who believes he/she is a victim of sexual or personal harassment may lodge a verbal or written complaint with his supervisor and/or the Human Resources Department or submit a grievance at any level of the grievance procedure. The Company agrees to keep any information relating to this complaint confidential.

21.05      An employee who believes he/she is a victim of sexual harassment may file a complaint in accordance with the provisions of the Canadian Human Rights Act and/or the Canada Labour Code.

**ARTICLE 22      BENEFIT AND INSURANCE PLANS**

- 22.01      With the exception of mutual agreements between the company and the IAMAW, the company agrees to maintain the level of and the ratio of company/employee contribution to the various benefit and insurance plans, including Life, Accidental Death and Dismemberment, Weekly Indemnity, Long Term Disability, Extended Health Care and Dental.
  
- 22.02      Employees on a leave of absence without pay or on lay off may continue their participation in benefit and insurance plans within the time limits of the various plans. In addition to their share, these employees will be responsible for the company's share of the premiums for such plans in accordance with arrangements made between the company and the employee.
  
- 22.03      The participation of employees in benefit and insurance plans will not be affected when their hours are reduced by the company to less than twenty (20) hours per week. However, under no circumstances will an employee be allowed to participate in the plans if they shift trade their hours below fifteen (15) hours per week.
  
- 22.04      The dental and health insurance of laid-off employees will continue to the end of the month following the month of lay-off.

**Vision Care**

- 22.05      The Vision Care Plan will be provided for a bi-annual benefit of \$75.00 for employees and dependants effective with claims submitted after the date of ratification.

**ARTICLE 23      GENERAL**

23.01      Footwear Allowance – The Company will pay a footwear allowance of one hundred dollars (\$100.00) annually to all IAMAW members covered in the collective bargaining agreement (all classifications), upon successful completion of three (3) months of service and thereafter one hundred dollars (\$100.00) annually on November 1<sup>st</sup> for employees with at least nine (9) months of service for the purchase of approved footwear. All employees working in safety sensitive areas are required to wear CSA approved green label steel-toed footwear, or other footwear approved by management, or will not be permitted to commence work. Footwear must be in reasonable condition. Employees that resign prior to the completion of probation will be required to reimburse the Company for the footwear allowance.

23.01.01      Where footwear is damaged by a work accident reported in accordance with Company policy, the Company will either reimburse the employee for the reasonable costs of repair, or pay the employee one hundred dollars (\$100.00), whichever is less, for the replacement of the footwear.

23.02      **Work Clothes and Uniforms** – Employees are provided, at no cost, with a sufficient supply of work clothes or uniforms with items damaged or worn out at the workplace replaced at no cost. Lost items are replaced at full cost to the employee. Needed alterations, as determined by the Company, to the initial issue of work clothes and uniforms, which are required for size, will be at no cost to the employee. Employees that leave the Company (voluntarily or involuntary) will be required to return all Company issued uniforms or reimburse the Company for missing items.

23.02.01      The following items will be provided every two (2) years to employees regularly working outdoors:

- 1 Winter Parka or Uniform Coat
- 1 Light Jacket or Uniform Raincoat

In lieu of the Winter Parka, employees may choose a “snowmobile suit/insulated coverall” type of outwear.

Raingear will also be made available to passenger service agents.

Uniform distribution dates for re-issuance will be April 15<sup>th</sup> and October 15<sup>th</sup>.

23.02.02      Uniforms will be issued every two (2) years, or sooner if a uniform piece worn and is returned to the Company for replacement.

PSA	FT	5 shirts/blouses	PT	3 shirts/blouses
		3 pants/skirts		2 pants/skirts
		2 scarves/ties		1 scarf/tie
		1 sweater		1 sweater
		1 lanyard		1 lanyard
		1 blazer		1 blazer

## ARTICLE 23      GENERAL (CONT'D)

Maintenance: The Company will continue with its present practice of supplying coveralls and providing cleaning of the coveralls.

Note: Damaged or worn out uniform pieces, or Personal Protective Equipment (PPE), must be returned to the Company for replacement. Lost items will be replaced at employee cost, and will be subject to payroll deduction.

New employees hired after the date of contract ratification will be required to pay five (5) dollars (\$5.00) per pay period (weekly) towards the cost of the uniforms. If the employee completes twelve (12) months of service he/she will be reimbursed the total deductions no later than thirty (30) days following the completion of twelve (12) months of service. The reimbursement will be paid on a separate cheque.

23.03      No later than October 1<sup>st</sup> each year, employees regularly working outdoors will be provided with three (3) pairs of winter work gloves, and no later than April 1<sup>st</sup> each year, employees will be provided with three (3) pairs of summer work gloves.

23.04      **Dry-Cleaning Allowance** – The Passenger Services Category who have uniforms which require dry-cleaning will receive a dry-cleaning allowance of ten dollars (\$10.00) for every one hundred and sixty (160) hours worked.

23.05      **Tool Allowance** – Employees in the Ground Equipment category required to use their own tools will be paid a tool allowance of three hundred dollars (\$300.00) in November (no later than the 15<sup>th</sup> of the month). Special tools not usually required will be supplied by the Company.

23.06      **Severance** - The Company will compensate permanently laid off employees in accordance with Canada Labour Code.

23.07      **Retirement Savings Program**

The Company shall offer to all employees that have completed at least one (1) year of service; the opportunity to participate in a Registered Retirement Savings Program (RRSP). Participation in said Program is voluntary. Employees can invest, by payroll deduction, in the RRSP as outlined by the Company. For each one dollar (\$1.00) invested by the employee, the Company will deposit fifty cents (\$.50) into the employee's account. The Company's maximum annual contribution match will be five hundred dollars (\$500.00). Enrollment in said Program can only be accomplished on the first day of a calendar month, and will begin prospectively once an enrollment form is received by the Company.

Upon resignation, retirement, or termination, the RRSP fund will be transferred to a financial institution designated by the employee.

## ARTICLE 24- PART TIME EMPLOYMENT

24.01 Part time employees may be utilized in all classifications.

24.02 Part time employees in the Aircraft Services Category and the Aircraft Cleaner Category will be scheduled for no less than three (3) consecutive hours, but no more than eight (8) consecutive hours in a workday, and for a maximum of five (5) workdays in a workweek.

Part time employees in the Passenger Services Category and in the Ground Equipment Maintenance Category will be scheduled for no less than four (4) consecutive hours, but no more than eight (8) consecutive hours in a workday, and for a maximum of five (5) days in a workweek.

24.02.01 Part time employees will be scheduled for no less than fifteen (15) hours per workweek, and for no more than thirty-two and one half (32 ½) hours per workweek.

24.03 Days off will be scheduled consecutively where practicable.

24.04 Where required to meet the Company's operational requirements, split shifts may be used.

- The combination of two (2) scheduled shifts may not exceed a total of eight (8) hours.
- Any combination of hours may be used except that no shift may be less than three (3) consecutive hours and no more than five (5) hours for the Aircraft Services Category and Aircraft Cleaner Category, and no shift may be less than, or more than, four (4) hours for the Passenger Services Category and the Ground Equipment Maintenance Category.
- Each shift will be separated by an off duty period of not less than two (2) consecutive hours and no more than five (5) consecutive hours.
- Employees on split shifts will not be entitled to meal periods.
- The Company may, upon seven (7) days' notice to the employees affected, cancel one (1) segment of a split shift at its option, provided that the number of scheduled hours remaining in the workweek is not less than fifteen (15) hours.

24.05 Meal periods will be provided for each scheduled shift in excess of eight (8) hours only.

## **ARTICLE 24- PART TIME EMPLOYMENT (CONT'D)**

- 24.06 Holiday off pay will be equal to 20% of the employee's weekly scheduled hours at the time of the holiday, providing the employee has completed at least thirty (30) days of employment.
- 24.06.01 Holiday worked pay will be paid an amount equal to one and one half (1 ½) times the length of the workday, in addition to their regular pay, providing the employee has completed at least thirty (30) days of employment.
- 24.07 Vacation pay for an employee will be equal to the employee's scheduled weekly hours at the time the vacation is taken. If vacation is taken in single days, the vacation pay for each day will be equal to 20% of their weekly scheduled hours.
- 24.08 The Company may assign part time employees to work beyond their scheduled hours at straight time rates up to eight (8) hours in a workday.
- 24.08.01 The Company will extend part time employees to work beyond their scheduled hours at straight time rates up to eight (8) hours in a workday, before assigning overtime to full time employees in the local work area. Once a part time employee has reached eight (8) hours in a workday, all needed overtime thereafter will be offered to full time employees. If there is an insufficient number of volunteers to cover the needed overtime, the overtime will be assigned to the employees in inverse order of seniority.
- 24.09 For benefits and insurance plan eligibility, refer to Article 22.



**ARTICLE 25 RENEWAL, AMENDMENT AND TERMINATION**

- This Agreement shall be effective from July 5, 2007 until July 4, 2010, 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.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 19th day of December 2007.

FOR WORLDWIDE FLIGHT SERVICES

FOR INTERNATIONAL ASSOCIATION  
OF MACHINISTS  
& AEROSPACE WORKERS

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D. B. CUNNINGHAM

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K.D. RUSSELL

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G. SPARROW

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S. DEBAIE FRASER

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D. McDONALD-LANDRY

---

A. DUMAS

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S. LAKE