

# COLLECTIVE AGREEMENT

between



**SWISSPORT CANADA FUEL SERVICES INC.**

and the

**PUBLIC SERVICE ALLIANCE OF CANADA  
Union of Canadian Transportation Employees, Local 20221**



**(YVR – Fueling Supervisors and Administratives)**

**Effective: March 16, 2015 to March 15, 2018**

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## 1. PURPOSE & SCOPE

### 1.01

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Alliance and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.

### 1.02 Definitions

For the purpose of this Agreement:

- (a) "Alliance" means the Public Service Alliance of Canada;
- (b) "Alliance Representative" means a person designated by the bargaining agent to represent the Alliance;
- (c) "Alliance Steward" means an employee in the bargaining unit appointed or elected to act as an authorized representative of the Alliance;
- (d) "bargaining agent" means the Public Service Alliance of Canada as recognized in the certificate referred to in Article 3 (Recognition);
- (e) "bargaining unit" means the employees of the Employer as described in the certificate referred to in Article 3 (Recognition);
- (f) "Component" means the Union of Canadian Transportation Employees of the Public Service Alliance of Canada;
- (g) "employee" means a person who is a member of the bargaining unit described in Article 3 (Recognition);
- (h) "Employer" means Swissport Canada Fuel Services Inc. and includes any person authorized to exercise the authority of the Employer;
- (i) "Local" means a fully constituted local of the Public Service Alliance of Canada representing members of the bargaining unit;

### 1.03

Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.

## **2. MANAGEMENT RIGHTS**

### **2.01**

The Union acknowledges that it is the exclusive function of the Employer;

- (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 Employer agrees to give written notice twenty-four (24) hours before it intends to make any changes in Policies, Procedures, Practices 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 the Employer's 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 Employer functions not specifically enumerated. Any of the rights, power or authority the Employer had when there was no Agreement are retained by the Employer, except where amended by this Agreement.

### **2.02**

The rights set forth in this article and/or otherwise retained by management shall be exercised in conformity with the provisions of this agreement in good faith and without discrimination.

## **3. RECOGNITION**

### **3.01**

The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all Supervisors and Administration employees working at the Vancouver International Airport excluding Payroll and Benefits Administrator, Facilities / Environmental Manager, Safety / Training Manager, Maintenance Manager, Operations Manager and Manager of Fuel Services of the Employer as described in the certificate issued by the Canada Industrial Relations Board dated March 16, 2009.

## **4. EMPLOYEE REPRESENTATIVES**

### **4.01**

The Employer acknowledges the right of the Alliance to appoint or otherwise select a reasonable number of employees as representatives. The Alliance shall notify the Employer in writing of the names and jurisdictions of its representatives.

### **4.02**

A representative shall obtain the permission of a manager before leaving their duties to investigate employee complaints of an urgent nature. Such permission shall not be unreasonably withheld. In the event that no manager is available, the representative shall advise management as soon as possible of the start and end time of the investigation. The notification shall be by electronic communication e.g. voicemail or email. No more than one (1) representative at any one time shall investigate any single incident. It is understood that operational requirements supersede time away from duties to investigate employee complaints.

### **4.03**

- (a) The Employer will grant leave with pay for up to three (3) days to one (1) employee during regular working hours for purposes of preparing for contract negotiations.
- (b) The Employer will grant leave with pay for one (1) employee during regular working hours for purposes of attending contract negotiation meetings on behalf of the Alliance.

### **4.04**

Subject to operational requirements, the Employer will grant leave with pay to designated Union representatives who are meeting with the Employer on behalf of the Alliance at scheduled Union Management meetings during such representatives' normally scheduled working hours.

### **4.05**

Subject to operational requirements and with reasonable notice, the Employer shall grant leave with pay to a reasonable number of employees to undertake work on behalf of the Alliance, including its components and or locals, and to attend to Union business, including conventions, executive meetings, Canada Industrial Relations Board hearings and representative training courses.

For leave with pay taken under clause 4.05, the Employer will invoice and be reimbursed by the Alliance for such pay.

### **4.06**

- (a) The Employer will grant a leave of absence without pay to an employee who is elected or appointed to a full time position of the Alliance within one month after notice is given to the Employer of such election or appointment. This notice

must include the duration of the leave required. The duration of such leave shall be for the period the employee holds such office.

- (b) An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

#### 4.07

The Employer shall allow a Union representative fifteen (15) minutes to meet with new employees at time of payroll sign up. The Employer will provide the Union with advance notice of payroll sign up times.

### **5. USE OF EMPLOYER FACILITIES**

#### 5.01

Reasonable space on bulletin boards in convenient locations will be made available to the Alliance for the posting of official Alliance notices.

#### 5.02

A designated representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by the Employer.

#### 5.03

The Employer shall provide the designated Alliance employee representatives with access to office equipment including, but not limited to, a photocopier, telephone, facsimile machine, and Electronic Communication System (email). The Employer shall provide a locking filing cabinet and, when available, onsite office space at no cost to the Alliance.

### **6. CHECK-OFF (UNION DUES AND UNION MEMBERSHIP)**

#### 6.01

All employees who commence employment after the date of signing of this Collective Agreement shall as a condition of employment become and remain members of the Union.

#### 6.02

Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the monthly pay of all employees in the bargaining unit. Where an employee does not have sufficient

earnings in respect of any month to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.

#### 6.03

The Alliance shall inform the Employer in writing of the authorised monthly deduction to be checked off for each employee.

#### 6.04

For the purpose of applying clause 6.02, deductions from pay for each employee in respect of each calendar month will start with the first month of employment to the extent that earnings are available.

#### 6.05

No prospective bargaining agent other than the Alliance shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.

#### 6.06

The amounts deducted in accordance with clause 6.02 shall be remitted to the Comptroller of the Alliance by cheque within one month after deductions are made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

#### 6.07

The Employer agrees to make deductions for Alliance initiation fees, insurance premiums and assessments on the production of appropriate documentation.

#### 6.08

The Alliance agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## **7. INFORMATION**

#### 7.01

The Employer shall provide the Local, within a period of fifteen (15) days, with the names, classification, employee status, and work location of newly appointed employees. Upon request, the Local Union President will be provided with the employment status of any bargaining unit employee.

#### 7.02

The Employer agrees to supply each employee with a copy of the Collective Agreement within one (1) month after receipt from the printer.

7.03

Upon request, the Employer agrees to provide the Local Union President with a copy of the Employer's organization chart identifying the excluded positions along with the Human Resource policies, as amended from time to time. Such information shall not be included in, nor form part of, the collective agreement.

7.04

Upon written request of an employee, the personnel file of that employee shall be made available at reasonable intervals for his or her examination in the presence of an authorized representative of the Employer.

## **8. STRIKES AND LOCKOUTS**

8.01

There shall be no strikes or lockouts (as defined in the *Canada Labour Code* and accompanying regulations) during the life of this Agreement.

8.02

Where an employee expresses a concern for his safety, the Employer shall ensure safe access to and from the work area during picketing involving other employees / employers on airport premises.

8.03

The Employer shall not assign any employee work normally performed by other employees of the Employer who are participating in a strike or subject to a lockout.

## **9. NO DISCRIMINATION**

9.01

- (a) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, colour, national or ethnic origin, language, religious affiliation, sex, gender identity or expression, sexual orientation, family status, mental or physical disability, marital status, or conviction for which a pardon has been granted.
- (b) There shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of membership or activity in the Alliance.

## 10. HARASSMENT

### 10.01

The Alliance and the Employer recognize the right of employees to work in an environment free from sexual harassment, personal harassment and workplace violence. The Employer also undertakes to ensure that sexual harassment, personal harassment and workplace violence will not be tolerated in the workplace.

### 10.02

- (a) Sexual harassment is any incident or series of incidents which may cause offence or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- (b) Personal harassment is any inappropriate, offensive, unacceptable, intimidating or demeaning comment or conduct, occurring as an isolated incident or a series of incidents. It is behaviour that an individual knows, or ought reasonably to know, to be unwelcome.
- (c) Workplace violence means any incident in which an employee is abused, threatened or assaulted during the course of his or her employment, and includes but is not limited to all forms of harassment, bullying, intimidation and intrusive behaviour of a physical or emotional nature.

### 10.03 **Complaint Procedure:**

- (a) The employee who alleges sexual harassment, personal harassment or workplace violence, or a Union representative on behalf of the employee may contact an Employer Representative who will:
  - (i) investigate the matter, and
  - (ii) maintain a strict degree of confidentiality with the employee concerned; and
  - (iii) take appropriate action to resolve the problem.
- (b) In the event the problem is not resolved under (a) above, the employee may refer the matter to Stage 2 of the Grievance Procedure and subsequently thereafter to arbitration.
- (c) Grievances under this Article will be handled with all possible confidentiality and dispatch by the Alliance and the Employer.

#### 10.04

An alleged offender, whether a member of the bargaining unit or an excluded employee shall be given notice of the substance of a complaint under this Article.

### 11. DESIGNATED PAID HOLIDAYS

#### 11.01

The following Statutory Holidays shall be observed:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Victoria Day;
- (d) Canada Day;
- (e) B.C. Day;
- (f) Labour Day;
- (g) Thanksgiving Day;
- (h) Remembrance Day;
- (i) Christmas Day;
- (j) Boxing Day;

One additional day when proclaimed by the Federal Government.

#### 11.02

- a) 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 regular pay equal to his regular hours of work, or in the event the employee is a part-time employee, he shall be paid four (4) hours pay at his regular pay or the equivalent, in hours of his regular scheduled shift, whichever is greater. In the event the employee works on a regular Monday to Friday schedule, the holiday shall be moved to the first scheduled day following the employee's day of rest. This shall be deemed a shifted holiday.
- b) The employee may elect to receive another day off with pay following the Holiday, at a time mutually agreed to. Any such request should be submitted in writing at least twenty-one (21) days prior to the statutory holiday. Lieu days must be taken before the fiscal year end, 31 December, or they will be paid out.**

### 11.03

An employee who works on a Statutory Holiday or a shifted holiday will be paid: at time and one-half (1 ½) his regular rate for the hours worked in addition to the paid Statutory Holiday.

### 11.04

Wages will be paid for a Statutory Holiday to an employee absent from work under the following circumstances provided satisfactory proof is shown:

- (a) Verified Illness
- (b) Bereavement Leave
- (c) Jury Duty
- (d) Prior Written Permission
- (e) Subpoenaed Witness

## 12. OTHER LEAVE WITH OR WITHOUT PAY

### 12.01 Bereavement Leave With Pay

- (a) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother (including step brother), sister (including step sister), spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), stepchild, foster child or ward of the employee, grandchild (including grandchild of spouse), grandparent (including grandparent of spouse), father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter in law, fiancée and any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement period consisting of the next four (4) scheduled working days.
- (c) **Notwithstanding 12.01 (b) employees may carry over one (1) day in order to accommodate administrative needs and/or religious and cultural practices related to the death of a family member as described in 12.01 (a).**
- (d) If, during a period of scheduled vacation or compensatory leave, an employee is bereaved under this clause, the employee shall be granted bereavement leave with pay and the unused compensatory or vacation leave credits shall be restored accordingly.

- (e) On request, the Employer may, after considering the particular circumstances involved, grant leave for a period greater than, and in a manner different from, that provided for.

12.02 **Maternity Leave without Pay**

- (a)
  - (i) An employee who becomes pregnant shall, upon request, be granted maternity leave without pay for a period beginning before, on or after the termination date of the pregnancy and ending no later than seventeen (17) weeks after the termination date of the pregnancy and subject to clause 12.04.
  - (ii) Where the employee's newborn child is born prematurely, or is born with or contracts a condition that requires hospitalization within the period defined in (i) above and the employee returns to work during all or part of any periods during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization has ended and remain on maternity leave to the extent provided in (i) above.
  - (iii) An employee may elect to use earned vacation and compensatory leave credits up to and beyond the date that the pregnancy terminates.
  - (iv) A pregnant employee may be eligible for sick leave benefits under Article 13, prior to commencing maternity leave, for injury or illness including medical disability related to pregnancy, but excluding the state of pregnancy as an illness.
- (b) An employee shall inform the Employer in writing of her plans for taking leave at least four (4) weeks in advance of the initial date of continuous leave of absence unless there is a valid reason why that notice cannot be given.
- (c) When a pregnant or nursing employee expresses concern about the possible ill effects of her work or work location upon her health or the health of her foetus or child and is supported in that concern by a medical certificate issued by a qualified medical practitioner, the Employer shall endeavour to find alternate duties for the employee within or outside the bargaining unit after consultation with the Alliance and in a manner consistent with the Collective Agreement.
- (d) Where an employee has the actual care and custody of her newborn child, that employee is entitled to additional parental leave without pay pursuant to clause 12.03 and 12.04 of up to thirty-seven (37) weeks ending no later than fifty-two (52) weeks after the child comes into the employee's care.

### 12.03 **Parental Leave Without Pay**

An employee who intends to request parental leave without pay shall notify the Employer at least fifteen (15) weeks in advance of the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child (that being a child below the age of majority).

An employee may request parental leave at least four (4) weeks prior to the expected date of birth of his or her newborn child or the expected custody date of his or her adopted child unless there is a valid reason why that notice cannot be given. Such leave shall be granted for a period beginning no sooner than the date of birth or acceptance of custody and ending no later than fifty-two (52) weeks after commencing.

### 12.04

The aggregate amount of parental leave and maternity leave utilised by an employee in respect of the same birth shall not exceed a total of fifty-two (52) weeks.

The aggregate amount of parental leave, or the aggregate amount of parental and maternity leave, utilized by an employee-couple in respect of the same birth or adoption shall not exceed a total of fifty-two (52) weeks for both employees combined.

The number of weeks of maternity or parental benefits you are eligible for does not increase if you have a multiple birth or adopt more than one child at one time.

### 12.05

Maternity leave and parental leave and adoption leave shall be counted for the calculation of "continuous service" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes and for earning vacation leave credits under this Agreement. Employees returning from such leave shall be credited with vacation earned during this time, after they have returned to work for a period of six (6) consecutive months.

### 12.06

During any period of maternity or parental leave the Employer shall continue to pay its applicable share of all pension, benefit, and insurance plan premiums.

### 12.07

When the employee returns to work from any period of maternity or parental leave under this Article, the Employer will return the employee to the same position at the same classification and level which the employee held prior to the leave provided the position exists. But in any event, the employee shall be reinstated to a comparable position with the same wages and benefits.

12.08

An employee who takes leave for maternity or parental purposes, upon written request, shall be informed by the Employer of job posting opportunities which arise during such leave.

12.09

Each year, one day's leave with pay shall be granted for personal reasons. This leave shall be paid at the employee's regular shift.

12.10           **Court Leave**

a) Employees subpoenaed as a witness or for jury duty shall be paid their normal daily wages for such public duty **with proof of subpoena.**

b) Employees who must appear in court for reasons of other than those mentioned in 12.09 a) shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

12.11           **Education Leave**

- a) Employer-Initiated Training
  - i) Employer-directed courses, seminars, training and related examinations will be treated as time worked.
  - ii) All costs related to Employer-initiated training will be paid by the Employer.
  
- b) Employee-Initiated Training – Tuition Reimbursement  
The Employer agrees that the Employer Policy regarding Tuition Reimbursement will apply to the bargaining unit for the duration of this agreement.

12.12           **Compassionate Care without Pay**

- a) For the purpose of this clause, a family member is defined as spouse or common-law partner; parent; spouse or common-law partner of a parent; child; or child of the spouse or common-law partner; and any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition of "family member" in subsection 23.1 (1) of the Employment Insurance Act.
  
- b) An employee shall be granted compassionate care leave without pay for a maximum of eight (8) calendar weeks for the compassionate care of a family member who needs care or support of the employee and is at significant risk of death within twenty-six (26) weeks. The following conditions apply.

- i. An employee shall notify the Employer in writing the commencement date of such leave, unless because of urgent or unforeseeable circumstances such written notice cannot be given.
  - ii. An employee shall provide the Employer a copy of the Employment Insurance (EI) Medical Certificate as proof that the gravely ill immediate family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and the medical doctor has authorized the other medical practitioner to treat the ill family member.
- c) If, during a period of scheduled vacation leave, an employee applies and is accepted to receive compassionate care leave, under this clause, the employee shall be granted compassionate care leave without pay and the unused vacation leave credits shall be restored accordingly.
  - d) The period of compassionate care leave shall end upon the earlier of the following: the end of the eight week leave, the date the ill family member no longer requires care or support, or the death of the ill family member. The employee shall inform the Employer as soon as possible of any change in circumstance pertaining to the ill family member.
  - e) The aggregate amount of leave that may be taken by two (2) or more employees in respect of the same family member shall not exceed eight (8) weeks.
  - f) Subject to operational requirements, the Employer may grant an employee additional paid time after the eight (8) week compassionate care leave through banked overtime or vacation leave.
  - g) Compassionate care leave shall be counted for the calculation of “continuous service” for the purpose of calculating severance pay and “service” for the purpose of calculating vacation leave entitlement. Time spent on such leave shall be counted for pay increment purposes.

#### **12.13 Leave With or Without Pay for Other Reasons**

Subject to operational requirements, the Employer may grant leave with or without pay for purposes other than those specified in this agreement.

### **13. SHORT TERM SICK LEAVE**

13.01 The Short Term Disability Benefits policy and its application in effect on the date certification was issued shall apply to all employees in the bargaining unit and shall be continued without any other modification to entitlements for the duration of this Agreement. Costs associated with the Short Term Disability Benefits shall be paid by the Employer.

13.02 When an employee is not in a position to receive weekly indemnity and is unable to perform his/her duties because of illness or injury, the employee shall be granted sick leave with pay. Employees will be granted no more than seven (7) days in a year under this article.

13.03 For the purpose of this article, one sick day shall be considered to be one full shift. When an employee takes a sick day s/he shall be paid at 100% of their regular wages.

13.04 Sick days shall be granted every year on January 1. An employee who is hired after January 1 or an employee who goes on a leave of absence will be granted a pro-rated amount of sick days for that year.

13.05 All unused sick days will be paid out at one-hundred percent (100%) of their regular wages to a maximum of fifty six (56) hours on the first pay period of the following year.

### **14. LAYOFF/RECALL AND SEVERANCE PAY**

#### **14.01 Notice of Layoff**

In the event of a work force reduction, the Employer shall advise the Union and the employees subject to the lay-off at least sixty (60) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

#### **14.02**

In the event of a lay-off, the Employer shall lay-off in reverse order of classification seniority provided the senior employees who remain possess sufficient ability to perform the work required.

#### **14.03**

The parties agree to meet within one week after the notice of lay-off is issued to consider alternatives to a workforce reduction.

#### **14.04 Voluntary Severance**

Prior to implementing lay-offs, the Employer will consider offering employees voluntary severance if:

- (a) the employee waives the right to recall; and,

- (b) the voluntary severance would avoid the lay-off of another employee

#### 14.05

Employees subject to lay-off shall have the option of:

- (a) accepting lay-off and retaining the right of recall for up to one (1) year
- (b) accepting termination from the Employer and waiving the right of recall by accepting severance pay
- (c) displacing an employee with less seniority in any other classification formerly held by the employee subject to lay-off, providing such employee has the immediate ability to perform the job or may qualify within a training period not to exceed fourteen (14) days.

#### 14.06

Employees who are displaced will become subject to the provisions of this Article.

#### 14.07

Employees affected by the reduction who are appointed to a lower rated position pursuant to clause 14.05 shall have their rate reduced accordingly.

#### 14.08

Employees who are subject to lay-off shall be given preference for appointment to any vacant or newly created position within the period in clause 14.01 for which the employee is qualified to perform the work or could qualify within sixty (60) day training period. The staffing provisions of this agreement will not apply in these circumstances.

#### 14.09 Recall

- (a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of lay-off for a period of eighteen (18) months year from the date of lay-off. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled
- (b) An employee who is laid-off shall have the right to recall for a period of eighteen (18) months for any vacant or newly created bargaining unit position for which the employee is immediately qualified to perform or can be qualified within a fourteen (14) day period.

#### 14.10

In the event of layoff, an employee shall continue to be covered for Health (excluding out of country travel benefits) and Dental and Life plans for a period of three (3) months, unless the employee accepts voluntary severance pay.

14.11

The provisions of this Article only apply to full time and part-time employees. The application of this Article shall be within the respective employee status.

**15. PAY ADMINISTRATION**

15.01

Employees shall be paid on a bi-weekly basis.

**16. TRAVEL TIME**

16.01

Where the Employer requires an employee to travel outside of their normal place of employment, time spent travelling shall be considered time worked and shall be paid at the applicable rate.

16.02

**Unless meals is provided the** Employer will pay fifty dollars (\$50.00) per diem, per day, before travelling on Employer business. Where accommodation or transportation is required, the Employer will be responsible for the arrangements and costs.

16.03

The Employer will reimburse employees for mileage at 50 cents (\$0.50) per kilometre for approved use of the employee's personal vehicle.

**17. SUSPENSION AND DISCIPLINE**

17.01

Prior to an employee receiving notification, when an employee is suspended from duty or discharged, the Employer shall notify the local President of the Alliance, or his or her designate, that such suspension, or discharge, will occur except in the case of physical violence, immediate safety hazard or theft. The Employer agrees to meet with the Union and discuss the matter as soon as possible after the fact. The employee will be deemed suspended with pay until the meeting between the Employer and the Union takes place.

17.02

When an employee is suspended from duty, or discharged, the Employer undertakes to notify the employee in writing of the reason within a reasonable period of time. An employee who does not receive the written reason for suspension, or discharge, at the

time of his or her suspension, or discharge, shall be deemed suspended with pay until the written notice is received.

#### 17.03

The Employer will initiate any disciplinary investigation no later than seven (7) business days after the incident comes to the Employer's attention and shall advise both the local President, or designate, and the employee involved, that such investigation has commenced. The employee shall also be advised of the nature of the incident. The local president, or designate, may contact the Employer representative for further information regarding the incident. The Employer shall endeavour to handle the investigation in a timely manner. The Employer shall advise the Union and the employee of the result in writing.

An employee may be disciplined for just cause. Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within seven (7) business days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report placed on the employee's file.

#### 17.04

Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after twelve (12) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

#### 17.05

The employee shall be advised of his or her right to have a Union representative present at any disciplinary meeting or at any meeting held with bargaining unit employees to investigate alleged misconduct of the employee. In the event the employee elects to have Union representation, he or she will be allowed to meet with a Union representative prior to the disciplinary meeting.

### **18. EMPLOYEE PERFORMANCE REVIEW**

#### 18.01

The purpose of an employee performance review is to discuss with the employee his/her performance in relation to the duties required in his/her position. The review is intended to be developmental in nature and will include discussion of strengths and opportunity areas for improved performance. Should the employee not meet reasonable standards of performance expected of him/her, their performance will be discussed and recommendations made to improve performance, with periodic reviews between the employee and the immediate Manager taking place on a follow-up basis.

#### 18.02

When a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employees at that time. An employee's signature on his/her assessment form will be considered as an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

#### 18.03

- (a) Prior to an employee performance review the employee shall be given:
  - i) the evaluation form which will be used for the review;
  - ii) any written document which provides instructions to the person conducting the review;
- (b) If during the employee performance review, either the form or instructions are changed, they shall be given to the employee.

#### 18.04

An employee has the right to make written comments to be attached to the performance review form.

### **19. HEALTH AND SAFETY**

#### 19.01

- (a) The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.
- (b) Both the Employer and the Alliance declare their intent to develop and maintain a safe workplace and agree that work practices shall be governed by the Canada Labour Code and its regulations. In addition safe practice regulations may be developed and issued by the Employer, upon consultation with the joint Union-Management Health and Safety Committee. The Committee may also make recommendations to the Employer on safe practice regulations other than those in the Canada Labour Code provisions.
- (c) The Employer and the Alliance recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, a joint Health and Safety Committee shall be established consisting of two (2) representatives of the Employer and two (2) employees appointed by the Alliance. In addition, one (1) Alliance representative, appointed by the Alliance, will be invited to attend and participate in the Employer's Policy Committee. Expenses related to the attendance will be paid by the Employer.

#### 19.02

Duties which are identified in legislation as requiring mandatory permit, certificate or trade qualifications for their performance, will be assigned to and performed by employees who possess the required qualifications.

### **20. STAFFING PROCEDURE / JOB POSTING**

#### 20.01

The filling of vacant positions 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, bargaining unit seniority shall govern. The Employer agrees not to discriminate against present employees who have not been trained, i.e. if a job is posted, the Employer will not take the position that only trained employees may qualify.

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

#### 20.02

When a vacant position needs to be filled, the vacancy will be posted within the bargaining unit for a period of seven (7) calendar days on Employer bulletin boards. If the position remains vacant following the internal competition, the vacancy may be filled by other means e.g. overtime or external competition.

#### 20.03

All bargaining unit full-time positions will be offered to part-time employees in order of classification seniority.

#### 20.04

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

#### 20.05

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

#### 20.06

The successful candidate may decide to return to his former position anytime within thirty (30) calendar days of the transfer to the new position.

## **20.07**

**An employee temporarily assigned to a lower rated classification will receive the wage rate of his regular classification.**

## **20.08**

**An employee temporarily assigned to a higher classification will be assigned for a period not to exceed twelve (12) months and will receive any increments based on the employee's increment date for the lower rated position. In the event the assignment is longer than twelve (12) months, the employee shall be appointed to that position.**

## **21. GRIEVANCE PROCEDURE**

### **21.01**

If a difference arises between:

- (a) the Employer and an employee(s), or
- (b) the Employer and the Union

Concerning the interpretation, application, operation or any alleged violation of the Agreement, the employee(s), the Union or the Employer shall have the right to file a grievance. Nothing in this provision deprives employees of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.

This grievance procedure is not intended to preclude any consultation process between employees, their Union representative and the management representative which will normally occur in the process of resolving problems. Where this level of consultation occurs, the time limits in Stage 1 will be extended by the appropriate number of days.

### **21.02**

The following procedure will be used for the resolution of differences referred to in clause 21.01.

#### **Stage 1:**

Prior to submitting a written grievance, and within fourteen (14) business days of the matter giving rise to the difference, or within fourteen (14) business days, of the employee becoming aware of the matter giving rise to the difference, the employee will first try and resolve the difference by speaking with a management representative. However, if the employee has followed the consultative process outlined in 21.01(b) and has not reached a resolution, then the employee may

submit a Stage 1 written grievance. The management representative will respond verbally to the issue within fourteen (14) business days of the meeting with the employee. In calculating the fourteen (14) business day period referred to above only days during which the employee is actively at work shall be counted. Where an employee commences a leave period during the fourteen (14) business day period, calculation of the time in which the employee has to file the grievance will be suspended. Upon return to work the employee shall have the balance of the fourteen (14) business day period as calculated above in which to file the grievance. A copy of the grievance will be given to the Local representative.

#### Stage 2:

If the grievance is not settled to the employee's satisfaction at Stage 1, then, within ten (10) business days after the expiry of time limits set out in Stage 1, the employee may submit a written grievance including the redress requested to the Manager. Within ten (10) business days of the receipt of the grievance, the management representative shall schedule a hearing and provide a written response delivered confidentially to the employee and the Union representative.

#### 21.03

If the grievance is not satisfactorily settled under Stage 2, then the grievance may be referred to arbitration, within thirty (30) business days of the expiry of the time limits set out in Stage 2.

#### 21.04

The time limits set out in the Grievance and Arbitration procedures are mandatory and not directory. In calculating all time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in clauses 21.02 and 21.03 are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.

If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next stage or await the Employer's response in which case no time limit shall run against the Union until it has received the Employer's response.

#### 21.05

A grievance initiated by the Employer or the Union, or a grievance involving the termination of employment, posting, safety or health, or harassment, shall be processed at Stage 2. Grievances involving the Union shall be heard and responded to within fourteen (14) business days. By mutual agreement of the Union and the Employer representative, other grievances may be processed at Stage 2.

#### 21.06

Employees shall have the right to be represented at any stage of the grievance process. The employee(s) and the Union representative shall be given leave with pay to

attend such meetings. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

#### 21.07

An Alliance steward shall not be prevented or impeded in any way in the performance of his Union duties while investigating a complaint or representing employees in accordance with the provisions of this Article. When a Union representative decides to investigate an urgent complaint, he shall obtain the manager's permission as outlined in Article 4.02.

#### 21.08

No person who is employed in a managerial capacity shall seek by intimidation, by the threat of discharge or by any other threat or inducement, or by any other means, to cause an employee to refrain from processing a grievance in accordance with provisions of this Article.

## **22. ARBITRATION**

#### 22.01

The parties agree that a single arbitrator shall be used as provided for in the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the arbitrator within thirty (30) days as calculated in Article 21 after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

#### 22.02

In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.

#### 22.03

The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income. The arbitrator shall render his award within a reasonable period.

#### 22.04

The decision of the arbitrator shall be final and binding on both parties.

#### 22.05

Each party shall bear half (1/2) the cost of the arbitrator. Employee(s) involved and Union representatives shall be given leave with pay to attend arbitration hearings.

#### 22.06

The arbitrator shall not change, modify or alter any of the terms of the collective agreement.

## **23. EMPLOYEE STATUS**

### **23.01 Probation**

All new employees shall have a **ninety (90) working days** probationary period during which the Employer will assess whether an employee is suitable to be retained. An employee on probation shall have no seniority. When probation has been completed, seniority shall be counted from the initial date of hire. **Initial training or absences shall not be counted as probation.**

### **23.02 Full-Time Employees**

A full-time employee is an employee hired for an indeterminate period whose standard or averaged hours of work are forty (40) hours per week and who has completed the probationary period.

### **23.03 Part-Time Employees**

A part-time employee is an employee hired for an indeterminate period whose regularly scheduled hours of work per week are less than those established in Article 25, Hours of Work, but not less than thirty (30) hours per week.

A part-time shift can be established where there is not sufficient work to establish full-time shifts. No part-time shift may be scheduled to negate a full-time position.

## **24. HOURS OF WORK**

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.

### **24.01**

It is recognized by the parties that the Employer's operations are of a continuous nature. Employees are required to provide coverage twenty-four (24) hours a day, three-hundred and sixty-five (365) days a year.

### **24.02**

For the purpose of this Article, "week" means a period of seven (7) consecutive days beginning at 00:00 hours Sunday morning and ending at 24:00 hours the following Saturday night. A "day" is a twenty-four (24) hour period commencing at 00:00 hours.

### **24.03**

The Employer shall discuss with the Union its decision to alter existing full-time shifts in advance of their implementation. Whenever the Employer makes up shifts schedules, it will consider Alternative Shift Schedules proposed by the Union in response. It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.

#### 24.04

The Employer will provide the Alliance Local with the shift schedules as established for the purpose of the Alliance to conduct and administer the shift bids. Employees will bid their shifts every six (6) months on the basis of seniority as per article 35. The Alliance will have ten (10) calendar days upon receipt of the schedules to return the completed shift bids to the Employer.

#### 24.05

If as a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, the Employer will not be responsible for any shifts lost or additional days worked for the purposes of calculating overtime.

#### 24.06

##### (a) Standard Schedule

The standard schedule is work customarily performed between the hours of 07:00 hours and 18:00 hours Monday to Friday

##### (b) Extended Schedule

The extended schedule includes hours of work established for employees working in extended operations (i.e. weekend and/or more than one shift per day)

#### 24.07

Except as otherwise provided in the Article, the normal hours of work shall be forty (40) hours per week.

#### 24.08

Except at the time of a shift schedule change, a regularly scheduled shift shall not commence within twelve (12) hours of the completions of the employee's previous regularly scheduled shift except with the approval of the employee

#### 24.09

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

#### 24.10

Employees may exchange shifts if there is no increased cost to the Employer.

#### 24.11

An employee may be granted flexible working arrangements provided that such arrangements are consistent with administrative or operational requirements, result in no increased cost to the Employer and are mutually agreed too by the employee, the Alliance and the Employer. Such request shall not be unreasonably denied.

#### 24.12

Should an assigned work schedule in the rotation become available, or should a new position be created, the Employer shall offer it to regular employees within that

classification. If more than one regular employee is interested, the employee with the most classification seniority will be given the assigned work schedule.

24.13

There shall be no split shifts.

## **25. OVERTIME**

### **25.01 Allocation of Overtime**

Subject to operational requirements, the Employer shall make every reasonable effort:

- (a) to allocate overtime work on an equitable basis among readily available , qualified employees within a classification and work area; and
- (b) except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall, whenever possible, give at least seven (7) hours notice of any requirement for scheduled overtime.

### **25.02 Overtime Compensation**

All employees shall be compensated for all authorized overtime hours worked at one and one-half (1 ½) times their regular hourly rate for all hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. 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 24.06, including occasions when part-time employees are temporarily filling full-time shifts.

### **25.03 Overtime Bank**

If an employee chooses to bank overtime hours, a Bank Overtime form must be submitted to the payroll administrator. There is a maximum of 80 hours each calendar year that can be banked. Overtime hours will be converted to regular time in your bank record - i.e. 1 overtime hour = 1.5 regular hours. The hours will be banked based on the employee's rate of pay at the time that the hours are worked. There will be no topping up of banked overtime.

- (a) Should the employee request up to forty (40) hours time off using his banked overtime monies per calendar year, the employee must submit this request in writing at least 2 weeks prior to the absence and must be approved (based on operational requirements) by his Manager.
- (b) Once per calendar year an employee can request a cash payout of his overtime bank. An approved Bank Overtime form must be completed and submitted to the payroll administrator.

- (c) Any remaining Bank Overtime that has not been taken as time off during the calendar year, will be paid automatically on the last pay date in December each year.

25.04

Time spent by the employee reporting to work or returning to the employee's residence shall not constitute time worked.

25.05

Subject to payroll requirements, employees shall be paid overtime earnings on the first pay day subsequent to reporting the overtime

25.06

For the purposes of this article "authorized time worked" shall mean work requested and properly authorized by the Employer and shall not mean work by mutual arrangement between employees for their own convenience.

**26. CALL-BACK PAY**

26.01

If an employee is called back to work on a designated holiday or reports to work on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid a minimum of four (4) hours pay at the applicable rate of overtime. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.

## 27. VACATION LEAVE

### 27.01

All of employees shall receive vacations with pay in accordance with the following schedule, exclusive of Statutory Holidays:

<b>Years of Service</b>	<b>Entitlement Days</b>	<b>Entitlement Vacation Pay</b>
<b>On December 31, Less than one (1) year of service</b>	<b>One (1) day per completed calendar month, up to ten (10) working days</b>	<b>4%</b>
<b>On December 31, More than one (1) year of service and less than five (5) years of service</b>	<b>Ten (10) working days</b>	<b>4%</b>
<b>On December 31, More than five (5) years and less than ten (10) years of service</b>	<b>Fifteen (15) working days</b>	<b>6%</b>
<b>On December 31, More than ten (10) years of service</b>	<b>Twenty (20) working days</b>	<b>8%</b>

### 27.02

**The employee will be entitled to the number of vacation days provided in article**

**The employee will make their selection of vacation on the days that are still available and the Employee must use all the entitlement days of vacation before the end of the year.**

**Employees who after December 31 reach a new entitlement of days, 15 or 20 days of vacation pay, can only use the additional week after the anniversary of service.**

### 27.03

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.

27.04

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 Article 14, shall receive vacation pay at the time of his vacation or for extenuating circumstance such as undue hardship.

27.05

Vacation time cannot be carried over into the next calendar year and any monies owed for vacation shall be paid out on the last pay period of the year.

## **28. INSURANCE PLANS**

The current group benefit levels as described in the policy booklet.

Premium cost share - Employer 85% ; Employee cost share 15%

BC MSP premiums cost share of 50% by Employer and employee

**The current group benefits will be amended as follow:**

- **Enhanced Mandatory Generic Drugs**
- **In the situation where an employee has a medical condition and the generic drug proves to be ineffective for medical reasons. The employee can apply to the insurance provider for prior authorization for the use of the brand name drug.**
- **Where there is no generic alternative available, brand name shall be reimbursed.**

**New Hires after ratification – Will be eligible to participate in the insurance plans and BC MSP after completion of twelve (12) months of service from their date of hire.**

## **29. RRSP**

After one (1) year of service, an account shall be set-up between the employee and the carrier, and the Employer will contribute 3% of the employee's base salary each month to the Group Registered Retirement Savings Plan. The employee shall have the option to contribute an additional percentage at his discretion and it shall be deducted from his bi-weekly pay as directed.

### **30. TECHNOLOGICAL CHANGE**

#### **30.01**

For greater certainty, the parties agree that they shall be governed by the definition of technological change in the Canada Labour Code.

#### **30.02**

Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of employees, the Employer shall give notice of the technological change to the Alliance at least one hundred and twenty (120) days prior to the date on which the technological change is to be affected.

#### **30.03**

The notice referred to in Article 30.02 shall be in writing and shall state:

- (a) The nature of the technological change;
- (b) The date on which the Employer proposes to effect the technological change;
- (c) The approximate number and classification of employees likely to be affected by the technological change; and,
- (d) The effect that the technological change is likely to have on the terms and conditions of employment or the security of employment of employees affected.

#### **30.04**

Once the Employer has given the Alliance the notice described in Article 30.02, the Employer shall, on the request of the Alliance, provide the Alliance with a statement in writing setting out:

- (a) A detailed description of the nature of the proposed technological change;
- (b) The names of those employees who will initially be likely to be affected by the proposed technological change; and,
- (c) The rationale for the change.

### 30.05

During the notice period described in Article 30.02, the parties undertake to meet and to hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications arising from technological change.

### 30.06

Where an employee's position is likely to be affected by a technological change prescribed in the notice referred to in Article 30.02, the employee will be provided reasonable training in the position as changed. Such training will be provided during regular working hours at no cost to the employee.

## **31. PROFESSIONAL MEMBERSHIP FEES**

### 31.01

The Employer shall reimburse employees in possession of a Class one (1) driver's license for their renewal of this licence and the necessary medical exams associated with the renewal process.

## **32. JOINT CONSULTATION**

### 32.01

The Employer and the Alliance acknowledge the mutual benefits to be derived from dialogue between the parties and are prepared to discuss matters of common interest.

### 32.02

Consultation may take place for the purpose of providing information, discussing the application of policies, or to seek resolution of workplace issues, but it is expressly understood that no commitment may be made by either party on any subject that is not within their authority, nor shall any commitment made be construed as amending or adding to the terms of this Agreement.

### 32.03

Either party may request a consultation meeting, in writing, and such meeting will be held within two (2) weeks of the request.

### 32.04

The Employer and the Alliance agree that, where practicable, they shall reply in writing to each other's correspondence within ten (10) days of receipt.

### **33. BARGAINING UNIT WORK**

#### 33.01

Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Collective Agreement, except in emergency and training situations.

### **34. POSITION CLASSIFICATION AND JOB DESCRIPTIONS**

#### 34.01

When the Employer establishes a new position or reclassifies an incumbent's existing position, the Employer will establish a rate if none exists and notify the Union in writing, including the rationale for the rate and classification. In the event the Union disagrees with the rate or classification, the Union will advise the Employer in writing within thirty (30) days from the date of notification and request a meeting with the management personnel involved. Failing agreement, the issue may be submitted to the Grievance and Arbitration Procedure.

#### 34.02

The employee's job description shall reflect the duties and responsibilities currently expected of the employee. Upon hiring or by written request, an employee shall be provided with the current statement of the duties and responsibilities of his or her position, including the classification level and current pay, and an organization chart depicting the positions' place in the organization.

### **35. SENIORITY**

#### 35.01 Definition

Seniority is the total length of continuous employment by a regular employee with the Employer on a full or part-time basis, within the classification. Seniority shall be used:

- (a) In the choice of vacation periods;
- (b) In the application of the staffing procedure;
- (c) In the application of the lay-off and recall provisions;
- (d) In the application of the shift bidding procedure

#### 35.02 Seniority List

A seniority list shall be revised every three (3) months following the signing of the Collective Agreement and will be posted. A copy will be forwarded to the Union Local.

The list shall indicate the following:

- (i) Name of the employee

- (ii) Date of appointment
- (iii) Job title
- (iv) Classification
- (v) Seniority date
- (vi) Full-time or part-time

### 35.03 Termination of Seniority

Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for cause;
- c) an employee has been on layoff for twelve (12) consecutive months;
- d) If within three (3) days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work. Such notice to be delivered by overnight courier and a return receipt requested to employee's last known address with the Company;

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

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

## 36. CLOTHING POLICY

### 36.01

The Employer will provide employees with the following uniforms (optional for employees in Administration):

- 2 golf shirts per year, for all employees ;
- 2 long sleeve shirts per year, for all employees ;
- 2 short sleeve shirts per year, for all employees ;
- 4 pairs of pants per year, for all employees ;
- 2 ties per year;
- 1 hat per year;
- 1 belt per year;
- 1 3 in 1 jacket every two (2) years;
- 1 set of custom ear protectors upon completion of probation. One time only per employee if applicable to job requirement;
- regular ear protectors as needed, if turned in;
- summer gloves as required;
- winter gloves as required;
- Boot allowance: The Employer will reimburse employees upon presentation of a receipt: **up to \$150 per year for the purchase of CSA approved boots.**

- Safety prescription eyewear per two (2) years if applicable to job requirement, up to \$125.00 with receipt.

All of the items listed above, except for the custom ear protectors, boots and the safety prescription eyewear shall be replaced by the Employer if work wear-and-tear warrants it.

36.02

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

### **37. AGREEMENT REOPENER**

37.01

This Agreement may be amended by mutual consent.

### **38. DURATION**

38.01

This Agreement shall become effective from March 16, 2015 and remain in effect until March 15th, 2018,.

None of the provisions in the new Collective Agreement shall be retroactive.

**APPENDIX “A” - Wages**

	Start	12 mos	24 mos	36 mos	48 mos	60 mos	72 mos
Fueling Supervisor	\$21.00	\$21.45	\$21.90	\$22.35	\$22.80	\$23.25	\$23.70
Administrative	\$13.40	\$13.70	\$14.00	\$14.30	\$14.60	\$14.90	\$15.20

- 1) **Employees shall move up the wage grid every year until they are at the maximum. These increases shall apply on March 16, 2015, and then on March 16, 2016 and March 16, 2017.**
- 2) **Employees hired after the ratification of the agreement will move up the grid every 12 months based on their anniversary date. The employer may start an employee higher than the beginning rate based on prior experience.**
- 3) **A Supervisor who is between steps shall be given an increase of \$0.45 per year until they are at the maximum. An administrative employee who is between steps shall be given an increase of \$0.30 per year until they are at the maximum. These increases shall be paid on the same dates as in 1) above.**
- 4) **Any employee after a year at the top of the scale or after a year the next increase as per 3) with bring this employee over the maximum, shall be given an increase of \$0.45 in March 16, 2016 and/or another \$0.35 in March 16, 2017.**

**To receive this increase, this employee should stay one year at the top of his scale or at the last increase as per 3) before the maximum.**

- 5) **Where a supervisor is required by the Employer to train a newly hired probationary employees the supervisor shall receive an premium of two (\$2.00) dollar per hour worked as a trainer**

## APPENDIX “B”

### Swissport Canada Return to health (RTH)

#### DEFINITIONS:

Doctor:	A physician licensed to practice medicine where his/her practice is located
Specialist:	A physician specialized in the specific field of the physical or mental impairment causing the disability.
Company:	Swissport Canada Fuel Services Inc.
EI	Employment Insurance
Illness:	Non-work related injury, illness, sickness or mental health issue
IME:	Independent Medical Assessment performed by a third party of Swissport Canada Fuel Services Inc. choice
Regular salary:	The employee’s current salary excluding any sporadic overtime, bonus or incentive pay.
Net income:	Net income is an employee’s gross income minus the income tax amount only.
Totally Disabled:	Total Disability means an employee is unable to perform substantially all of the essential duties of his/her own occupation or similar occupation due to a medically determinable physical or mental impairment.
Proof of Claim:	Attending Physician Statement (APS) form supplied by Swissport Canada Fuel Services Inc. is to be completed by a doctor for an absence of less than four weeks and a specialist for an absence greater than four weeks. The medical information furnished must medically support total disability.
Disability Program Manager:	Nurse Case Manager, National Income Protection Plan Inc.

#### **Purpose**

RTH is professional medical case management for adjudication of short-term disability claims with timely claims payment for eligible employees. The medical case management and adjudication of disability claims is performed by National Income Protection Plan.

#### **SHORT TERM DISABILITY BENEFITS**

Swissport Canada Fuel Services Inc.’s success comes from the contribution our people make to the Company. At times a physical or mental impairment can impact a person’s ability to contribute in the workplace and may require the employee to take time off to recuperate or may require that work be modified to accommodate an early return to work. Swissport Canada Fuel Services Inc.’s program provides income protection for those employees who are totally disabled due to non-work related physical or mental impairment.

Eligibility for a STD/RTH income benefit is subject to approval by National Income Protection Plan Inc (National).

#### **1. What Constitutes Eligibility for STD/RTH Income Benefit:**

Permanent, full-time active employees who are scheduled to work a minimum of 30 hours per week are eligible to apply for a STD/RTH income benefit if they're totally disabled due to non-work related mental or physical impairment on the first of the month following 3 months of continuous employment. STD/RTH income benefits are not available to individuals who are partially disabled or restricted from certain limited aspects of their work. Swissport Canada Fuel Services Inc. will attempt to accommodate these individuals in a modified work program.

## **2. Schedule of Benefits:**

The STD/RTH income benefit paid is calculated based on the salary the employee received on his or her last active working day. The amount of the benefit is calculated according to the following schedule.

<u>Less than 6 months of service</u>	75% of your regular weekly salary
<u>6 months but less than 1 year</u>	100% of your regular weekly salary for the first 10 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks.
<u>1 year but less than 2 years</u>	100% of your regular weekly salary for the first 20 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks.
<u>2 years but less than 3 years</u>	100% of your regular weekly salary for the first 30 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks.
<u>3 years but less than 4 years</u>	100% of your regular weekly salary for the first 40 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks
<u>4 years but less than 5 years</u>	100% of your regular weekly salary for the first 50 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks
<u>5 years and more</u>	100% of your regular weekly salary for the first 65 scheduled working days of total disability followed by 75% of your regular weekly salary to a maximum benefit period of 26 weeks

Swissport Canada Fuel Services Inc. will maintain all eligible employees on their payroll for the portion of the income benefit paid at 100%. At the period in time when your income benefit is reduced to 75%, the income benefit will be maintained through the STD/RTH program.

Any STD/RTH income benefit payment for a period of less than one week will be paid at a daily rate of one-fifth of the weekly benefit amount.

Note: The amount of the STD/RTH weekly benefit shall not be less than the benefit which is provided for under the Employment Insurance Act.

## **3. Qualification Period:**

To be considered for a STD benefit an employee must provide confirmation from a treating physician that they have been totally disabled for 5 consecutive working days and that they have been seen by that physician during the qualification period.

## **4. Medical Documentation:**

To apply for a STD/RTH income benefit, the employee's physician(s) must complete an Attending Physician's Statement. This report defines the medical situation, the treatment plan and estimates the length of actual disability. An employee may be required to attend an independent medical evaluation as deemed necessary by the Disability Program Manager/Insurance Carrier, for a more in-depth assessment of their medical condition. No STD/RTH income benefit will be considered until the date the employee has visited a treating physician for the condition causing the disability.

At any time, during the disability period the employee may be required to attend an Independent Medical Assessment (IME).

\* Note: It is the employee's responsibility to ensure that forms are completed promptly. The employee is also responsible for any costs associated with having the forms completed.

### **5. Prolonged Absences:**

For absences that require prolonged periods of recovery (more than 4 weeks), Swissport Canada Fuel Services Inc., requires confirmation from a specialist in the field of the mental or physical impairment causing the disability (i.e. Psychiatrist for mental health issues, Orthopedic for musculo-skeletal issues, etc.). The specialist's opinion is required not only to confirm that the employee is totally disabled but also to ensure that an active and appropriate treatment program is in place. If the employee does not have access to a specialist within the required period or if a second opinion is recommended, Swissport Canada Fuel Services Inc. will attempt to provide an Independent Medical Evaluation (IME).

### **6. Maximum Benefit Period:**

Approved STD/RTH leave is for a duration of up to 26 weeks commencing the first day of disability. If the employee is unable to return to work due to the mental or physical impairment after 26 weeks, the employee will be required to apply for Long Term Disability Benefits.

Benefits cease at age 65 or retirement, whichever is earlier.

### **7. Approval of Medical Leave:**

Employees will receive a STD/RTH income benefit upon approval.

Approval process for STD/RTH claim (leave 26 weeks or less):

Medical information provided by the physician(s) related to the illness or disability must be submitted to National Income Protection Plan Inc. National will assess the claim based on the information submitted by the employee's Physician. If additional medical information is required to assess the claim, National may request an independent medical evaluation, telephone consultation (treating physician) or further information.

### **8. Income while on Leave:**

An employee will receive his or her benefits while on an approved STD/RTH leave and payroll deductions will remain in force during this time. Deductions will also be made for income from other sources including but not limited to:

1. Canada/Quebec Pension Plan Disability benefits payable to the employee.
2. Earnings or payments from any employer
3. Disability benefits payable under any group, association or franchise plan.
4. Disability and income replacement benefits payable under any government plan (excluding

Employment Insurance Benefits).

5. Retirement benefits provided by Swissport Canada Fuel Services Inc.

6. Income replacement indemnity payable under an automobile insurance policy, which is first payer before Employment Insurance (EI)

**9. Benefits while on Leave:**

Upon approval of a STD/RTH income benefit, coverage in effect at the time of leave commencement under Group Life, Optional Life, Accidental Death and Dismemberment, Major Medical, Dental, and Provincial Health Plan (if applicable) will remain in place through the entire leave period providing premiums continue to be submitted in full for these coverages by the employee and employer, as applicable.

**10. Interrupted Periods of Total Disability:**

Interrupted periods of total disability are considered to be a single period of disability if the employee returns to work for a period of less than:

1. Two consecutive weeks, if total disability is due to the same or related cause, or
2. One day, if total disability is due to an entirely unrelated case

In such cases, a new Qualifying Period is not applied. The amount that will be paid to the employee will be the same as for the initial period of total disability and the combined period that will be paid will not exceed 26 weeks.

**11. Limitations:**

No benefit is payable during any period that the employee:

- 1) does not provide proof of a claim
- 2) is not under the care of a Doctor/Specialist
- 3) refuses to work on rehabilitation basis as approved by a Doctor/Specialist.
- 4) refuses to follow an active treatment program as approved by a Doctor/ Specialist.
- 5) is eligible, or in receipt of Workers Compensation or similar benefit
- 6) refuses to attend an IME
- 7) is engaged in some other occupation for wage or profit
- 8) would otherwise be taking an agreed-upon leave of absence or maternity/parental leave
- 9) is serving a prison sentence or is confined in a similar institution
- 10) any period, longer than 4 weeks, while the employee is absent from Canada due to any reason, unless it is agreed in writing, in advance, to approve benefits during such period

Or if:

- 1) the employee became disabled prior to becoming eligible to participate in the STD/RTH program
- 2) the disability arises from self-inflicted injury, or attempted suicide, while sane or insane.
- 3) the disability is a result of war, whether or not war was declared, insurrection, rebellion or active participation in a riot
- 4) the disability is due to elective, cosmetic or experimental surgery unless the treatment is for accidental injuries
- 5) any disability due to drug and/or alcohol abuse unless the employee is receiving continued treatment from a licensed physician who specializes in the treatment of drug and/or alcohol abuse
- 6) commission or attempted commission of a criminal offence by an employee

**12. Benefits may be suspended if:**

- 1) medical documentation, which has been requested, has not been submitted
- 2) work related issues or conditions resulting in a Workers Compensation Claim which has been approved and paid
- 3) the employee has not returned to work on the date specified and agreed to by the treating physician
- 4) there are conflicting opinions, diagnosis or prognosis which are not resolved

by an IME conducted by a physician specialized in the specific medical field which is applicable to the employee's physical or mental impairment.

**13. Return to work:**

Once the period of total disability has concluded or if the individual is no longer eligible for a STD/RTH income benefit, the employee is expected to return to work. Every effort will be made to ensure an employee's current position is available for him/her upon return. Once an employee is able to return to active employment status and is deemed to be able to perform his/her own job or a modified job or is entering a rehab program as described below, the employee will return to a position within Swissport Canada Fuel Services Inc. that is suited to his/her qualifications.

**14. Rehabilitation Program:**

It is recognized that some employees either no longer meet the criteria for being "totally disabled" or will require work modifications for an early return to work. These individuals can often be accommodated through graduated return to work programs, work hardening programs, or with limitations and restrictions in job requirements. The rehabilitation program provides a work modification arrangement (by temporarily reducing work hours or activities) to a disabled person who is not yet fully recovered but can work at some job. In order to qualify for a Rehabilitation Program an employee must:

- Be unable to perform substantially all of the essential duties of his/her own occupation or similar occupation
- Be capable of productive and useful work.

In addition, the expected modified work period must be progressive and assist the employee is becoming capable of regular full-time work within a specific time period.

The Disability Program Manager/Insurance Carrier will work with the employees, his/her physician and Swissport Canada Fuel Services Inc. in setting up a rehabilitation program to assist the disabled employee to return to full active employment in either the former job or a new job suitable to his/her qualifications. It is required that an employee will participate in all aspects of return to work and rehabilitation efforts/programs.

### **15. Employees Responsibility:**

The employee will provide the Disability Program Manager/Insurance Carrier with the necessary medical documents on a timely basis. The employee also has a responsibility to keep the appropriate Disability Program Manager/Insurance Carrier and Swissport Canada Fuel Services Inc. advised of the leave situation and to contact the supervisor at least two weeks prior to expiration of the leave to discuss his/her return to work. The employee is responsible for any costs associated with the filling out of information on the APS form. It is required that the employee will follow a recognized treatment program, promptly return all forms, co-operate with return to work efforts including modified work and meetings, assist in all aspects of the claims management and attempt to accelerate a prompt return to productive work.

### **16. Manager's Responsibility:**

The Manager will notify the Payroll & Benefits Manager when an employee has been absent for 5 consecutive working days and will complete the appropriate form to activate the medical leave status for the employee. The employee will be given a copy of the Attending Physicians Statement (APS)

While the employee is in rehabilitation: Once an employee is able to return to modified work, the manager will attempt to provide a position within Swissport Canada Fuel Services Inc. suited to his/her restrictions and limitations qualifications and the availability of job position.

### **17. Termination from Leave of Absence:**

The start date of the STD/RTH medical leave will be used to determine the level of benefits to remain in force during the medical leave. If an employee resigns while on leave, the termination of coverage will be the date of resignation or the date when approved medical leave ends, whichever is earlier.

### **18. Confidentiality:**

Medical information assembled during the STD/RTH management process by the Disability Program Manager/Insurance Carrier is for the purpose of adjudicating on the claim and will be held in confidence. Information may be released to designated representatives (i.e. family physician) with signed consent from the employee and permission from Swissport Canada Fuel Services Inc..

### **19. Work Related Issues:**

The purpose of the STD/RTH program is to ensure on-going benefit coverage for non-work related physical or mental impairments. If a work-related physical or mental impairment occurs an application may be made to the provincial workers' compensation board (WCB, CSST or WSIB). If the condition is accepted by the provincial worker compensation board, then any benefits related to the claim will be paid by the provincial compensation board and the physical or mental impairment will not be considered for the STD/RTH program. If the condition is not accepted by the provincial compensation board then the employee may apply for a STD/RTH income benefit.

### **20. Appeal Process**

If the employee claim for STD benefits is not approved, the Nurse Case Manager will contact the employee stating the reason for the claim not being approved. Documentation outlining the medical information required to appeal the decision will be forwarded to the employee. The employee will be advised of the appeal time frame of four (4) weeks.

The Nurse Case Manager additionally informs the employer contact at the Company of the claim status.

The employer contact at the Company informs the payroll department of the suspension of the employee's regular pay.

The employee must then inform both the Nurse Case Manager and the employer contact at the Company of their decision (i.e. appealing with further medical evidence, returning to work, etc.).

The employer contact at the Company informs the appropriate personnel of the status of the employee's leave and the employee's decision on appeal. Discussions on employment relation issues and employment protocol should begin with the employee at this time.

Upon receipt of the appeal documentation, the Nurse Case Manager will review the claim in its entirety in conjunction with the Doctor and render a decision.

## **21. Administration**

If the employee is expected to be off work for more than 5 consecutive working days, they must have their doctor complete an Attending Physicians Report.

Employee faxes the completed form to the Nurse Case Manager as outlined on the Attending Physician Statement for adjudication of the claim.

The Nurse Case Manager (NCM) reviews the medical information provided within 1 business day.

The NCM then informs The Williamson Group and Swissport Canada Fuel Services Inc. of the status of the claim (approved/denied) and the expected duration of the disability (via e-mail).

Employee on medical leave will be removed from Swissport Canada Fuel Services Inc. payroll after the 5<sup>th</sup> consecutive working day on leave until such time as the nurse case manager has approved the claim for payment of the STD/RTH income benefit payment.

The Williamson Group is advised of the transfer with the Payroll Payment Form, which Swissport Canada Fuel Services Inc. will complete and fax or e-mail to the Williamson Group as soon as Swissport Canada Fuel Services Inc. is advised by the NCM that the claim has been approved. This is only applicable during the period of time the employee is receiving 75% income benefit.

Swissport Canada Fuel Services Inc. will provide the Williamson Group with the date the medical leave is to begin and the amount of the benefit on the Payroll Payment Form

The STD/RTH income benefit the employee is to receive will be deposited into their account (provided the banking information is provided on payroll payment form). If no banking information is provided a cheque will be prepared and mailed to the employee.

When the employee returns to work, Swissport Canada Fuel Services Inc./ is to advise both the Williamson Group and the Payroll Adjudicator by completing and e-mailing the Return to Work Employer Statement.

## **APPENDIX "C"**

### **Social Justice Fund**

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund will be made quarterly, in the middle of the month immediately following completion of each fiscal quarter year, and such contributions remitted to the PSAC National Office. Contributions to the Fund are to be utilized strictly for the purposes specified in the Letters Patent of the PSAC Social Justice Fund.

**LETTER OF UNDERSTANDING #1**

Between

Swissport Canada Fuel Services Inc.

And

The Public Service Alliance of Canada

**Re: Integration of red circled employees**

The following red circled employees:

- Amin Amershi
- Terrence Anthony
- Aniello Delli Santi
- Alan Tanaka

Will no longer be red circled and will be entitled to salary increases, as per Appendix "A", for the term of this Collective agreement.

## **LETTER OF UNDERSTANDING #2**

Between

Swissport Canada Fuel Services Inc.

And

The Public Service Alliance of Canada

### **Re: Shift schedules administration**

As a result of tank farm number 2 (TF2) coming on line and in understanding this change also allows the Company to better serve its current airlines customer base there is now requirement for the inventory staff schedule to change the current Monday to Friday operation will now become a 7 day a week coverage schedule.

To facilitate this the Union and The Company agree to the following schedule change:

- Clerk #1 – Sunday to Thursday 0800-1600, Friday and Saturday off
- Clerk #2 – Friday to Saturday 0800-1600, Sunday and Monday off

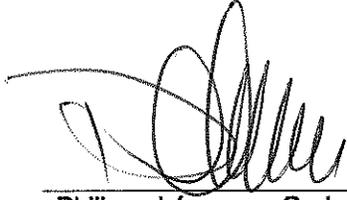
It is further agreed that no overtime will be incurred for working on the weekend unless the employee are required to work in excess of 8 hour per day or 40 hours per week, or outside of the time window of 0700 and 1800. It is also understood that the current employees affected by this schedule change have agreed to the new schedule change.

The schedule shall remain in effect for the duration of this CBA unless the Union and the Company mutually agree to return to Standard M-F Schedule.

Signed at Vancouver, BC, this 30 day of June, 2016

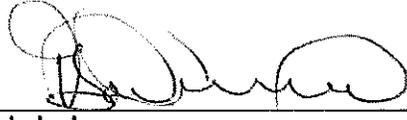
**Swissport Canada Fuel Services Inc.**

**Public Service Alliance of Canada**



Philippe Lévesque-Groleau

National Director, Labour Relations



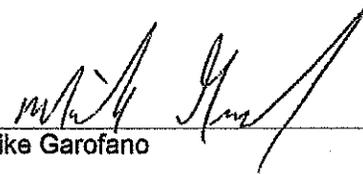
Bob Jackson

Regional Executive Vice-President BC



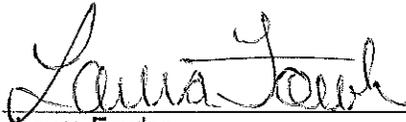
Remo DiTommaso

General Manager, YVR Fuel



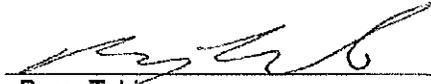
Mike Garofano

Committee Member



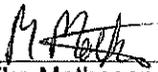
Laura Fowler

Senior Financial Analyst



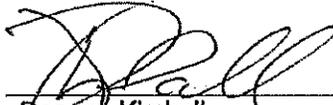
Barry Tchir

President, Local 20221



Mike Matheson

Manager Fuel Services



Deanna Kimball

Regional Representative



Salesh Lal

Operations Manager



Erna Post

Negotiator