

# COLLECTIVE AGREEMENT

between



**SWISSPORT CANADA FUEL SERVICES Inc.**

and the



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

**(YVR – Fuelers)**

**Effective: November 1, 2015 to October 31, 2018**

**14164 (03)**

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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.

### **3. RECOGNITION**

#### 3.01

The Employer recognizes the Alliance as the sole and exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canada Industrial Relations Board dated October 21, 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 supervisor before leaving their duties to investigate employee complaints of an urgent nature. Such permission shall not be unreasonably withheld. Where practicable, the representative shall report back to the supervisor before resuming normal duties. No more than one (1) representative at any one time shall investigate any single incident.

#### 4.03

Employees selected to the Alliance's bargaining committee shall be granted the time off work with pay necessary to draft proposals and conduct the business of negotiating with the Employer for a new Collective Agreement. The bargaining committee shall consist of three (3) employees whose names are to be submitted to the Employer in writing.

#### 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.

#### 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 up to thirty (30) 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 lockable 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 onsite office space at no cost to the Alliance.

### **6. CHECK-OFF / UNION DUES**

#### 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 membership dues from the bi-weekly pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any bi-weekly period 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 bi-weekly 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 a unionized 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:

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	B.C. Day

One additional day when proclaimed by the Federal Government.

### 11.02

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 rate of pay or the equivalent, in hours of his regularly scheduled shift, whichever is greater.

### 11.03

An employee who works on a Statutory Holiday will be paid at one and on-half (1½) his regular rate for the hours worked in addition to the paid Statutory Holiday.

### 11.04

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

### 11.05

One (1) additional day with pay will be granted to employees who have completed at least sixty (60) days of service. Such day off will be determined by agreement between the Employer and the employee in each calendar year.

This day shall be interpreted as one full shift. When an employee takes this leave, s/he shall be paid as though s/he worked a full shift.

### 11.06

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**

In the event of a death in the employee's immediate family (parent, spouse, child, brother, sister, father or mother of his legal spouse, brother and sister-in-law and grandparents and grandchildren of the employees and spouse, and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides), or in the event of serious illness or injury requiring a



doctor's care or hospitalization affecting the employee's spouse or children, he would receive up to the next four (4) succeeding days off. In the event that the employee loses any time as a result of his absence, the Employer will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Employer may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the immediate family is outside Canada, the employee may have an additional six (6) days leave of absence without pay to attend the funeral.

For the purposes of this Agreement spouse shall also mean common-law spouse.

#### **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, 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 **Birth or Adoption**

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

12.10 **Leave Without Pay for Personal Reasons**

(a)

- (i) One leave of absence without pay per calendar year will be granted by the Employer upon two (2) weeks written notice for a period not exceeding thirty (30) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority. Any other requests for leave of absence will be approved at the sole discretion of the Employer.
- (ii) Leave when granted will be in accordance with Article 27 in that both vacation and leave will not exceed the ratios as a result of granting the requested leave.
- (iii) Leave will be granted on a first come basis but will not precede vacation bids. The Employer shall give its reply within ten (10) working days of receipt of a request.
- (iv) The Employer Approval for leave without pay will be subject to operational requirements.**

(b) Leave without pay in excess of thirty (30) calendar days may be granted only where there is mutual agreement amongst all parties involved. Exceptions to this clause are Union leave and leaves related to child care.

**12.11 Jury Duty and Crown Witness**

- (a) Employees subpoenaed as a witness or for jury duty shall be paid their normal daily wages for such public duty.
- (b) Employees who must appear in court for reasons of other than those mentioned in 12.11 a) shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

**12.12 Compassionate Care leave 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 the "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 26 weeks. The following conditions apply:
  - (i) an employee shall notify the Employer in writing where practicable a minimum of four (4) week before 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 schedule 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 employee is responsible for immediately informing the Employer of any change in circumstance pertaining to the ill family member i.e. the date the ill family member no longer requires care or support, or the death of the ill family member whereby 12.01 would apply.
- (e) Unpaid compassionate care leave utilized by any employees who are related and the gravely ill family member as defined in 12.12 a) applies to two or more employees the aggregate number of weeks shall not exceed eight (8) for the two or more employees.
- (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 Employer will provide paid short term sick leave to all employees. When an employee is not in a position to receive weekly indemnity and is unable to perform their duties because of illness or injury, the employee shall be granted sick leave with pay. No employee will be granted more than seven (7) days in a calendar year under this article. All unused sick days will be paid out at one-hundred percent (100%) of their regular daily hours up to a maximum of fifty six (56) hours on the first pay period of the following year.

### **14. LAYOFF/RECALL**

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 twenty one (21) 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 eighteen (18) months
- (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 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 thirty (30) day training period. The staffing provisions of this agreement will not apply in these circumstances.

14.08 **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.

14.09

Recall shall be by mail **or courier with signature** to the address last filed by the employee with the Employer. The Union shall receive a copy of each letter of recall. A previous employee with seniority must keep the Employer informed of any change of address by mail **or courier with signature**..

14.10

If within five (5) working days after the date of receipt of notice of recall an employee failed to notify the Employer that he intends to return to work or if within ten (10) working days of the same date an employee failed to return to work or to have satisfied the Employer that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

## 15. PAY ADMINISTRATION

15.01

Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Schedule "A".

15.02

The Employer may upon consultation with the Union, credit a new employee with a higher start pay rate based on previous experience and training acquired outside the Employer services.

15.03

Progression within each classification shall be automatic within the terms of the respective wage scale.

15.04

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

15.05

The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.

## 16. TRAVELLING TIME

16.01

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

16.02

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

## **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 designee, 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 will commence. 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. HEALTH AND SAFETY**

### **18.01**

- (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 three (3) representatives of the Employer and three (3) 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.

#### 18.02

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.

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

#### 19.01

The Employer and the Union agree that promotions and transfers to higher paid positions or to better positions with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned. Where the skill, ability, experience and qualifications are relatively equal, seniority shall govern. The 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.

#### 19.02

All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Employer bulletin boards in the fueling facility. If no suitable applicants are brought forward by the posting within the seven (7) calendar days specified, the Employer will fill the vacancy by such other means as it may deem fit.

#### 19.03

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

#### 19.04

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.

#### 19.05

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.

#### 19.06

Vacant jobs in the Supervisors' bargaining unit shall be posted on bulletin boards for a period of seven (7) days.

## **20. GRIEVANCE PROCEDURE**

### **20.01**

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.

### **20.02**

The following procedure will be used for the resolution of differences referred to in clause 20.01.

#### **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 20.01(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.

#### **Stage 3:**

If the grievance is not settled to the employee's satisfaction at Stage 2, then, within ten (10) business days after the expiry of time limits set out in Stage 2, the management representative shall schedule a hearing with a UCTE representative and provide a written response delivered confidentially to the employee and the Union Representative.

### **20.03**

If the grievance is not satisfactorily settled under Stage 3, then the grievance may be referred to arbitration, within thirty (30) business days of the expiry of the time limits set out in Stage 3.



#### 20.04

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 20.02 and 20.03 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.

#### 20.05

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 ten (10) business days. By mutual agreement of the Union and the Employer representative, other grievances may be processed at Stage 2.

#### 20.06

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.

#### 20.07

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 his supervisor's permission to leave his work: such permission shall be granted within the following thirty (30) minutes. The Union representative shall be allowed a reasonable period of time in which to complete the investigation and shall report to his supervisor before resuming his or her normal duties.

#### 20.08

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.

## **21. ARBITRATION**

#### 21.01

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 20 after the party requesting arbitration has delivered written notice of submission of the difference to arbitration.

#### 21.02

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.

#### 21.03

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.

#### 21.04

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

21.05

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.

21.06

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

## **22. EMPLOYEE STATUS**

### **22.01 Probation**

The first ninety (90) calendar days of employment shall be a 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 will be counted from the initial date of hire.

Note: Absence will not apply as probationary time.

22.02

Any person re-employed by the Employer, in the same classification, after being separated from its employment for a period of more than thirty (30) days shall, when re-employed, again be a probationary employee. An employee on a leave of absence or on a lay-off shall not be deemed to have separated from employment and should not again be a probationary employee should he return to work.

### **22.03 Full-Time Employees**

A full-time employee is an employee hired for an indeterminate period who has completed the probationary period.

### **22.04 Part-Time Employees**

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.

## **23. 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.

23.01

- (a) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Employer's contractual commitments. A working day shall consist of eight and one half (8 ½) hours including a thirty (30) minute unpaid meal break each day.

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

- (i) Five (5) consecutive eight and one half (8 ½) hour days followed by two (2) days off;
  - (ii) Four (4) consecutive ten and one half (10 ½) hour days followed by three (3) days off;
  - (iii) Four (4) consecutive twelve (12) hour days followed by four (4) days off.
- (b) 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.
- (c) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift. Employees' shifts longer than the standard eight and one half (8 ½) hour shift will have their

meal break assigned to commence between the fourth and seventh hour of their shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 ½) his regular hourly rate for one half hour.

#### 23.02

The regular schedule of shifts shall be time stamped by the time clock and posted for the employees and a copy supplied to the Union.

#### 23.03

- (a) The Employer will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Employer will provide the Union with the shift schedules as established for the purpose of the Union to conduct and administer the full-time shift bids. The Union will have five (5) calendar days upon receipt of the schedule to return the completed shift bids, which shall be done on the basis of seniority, to the Employer. The Employer will post shift awards two (2) calendar days prior to the schedules effective date. Should the Union fail to return the completed shift bids to the Employer within the five (5) calendar day time line the Employer will assign the shifts. All full-time employees will bid their shifts not less than twice per year.
- (b) The Employer will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The part-time shift bid will be conducted and administered by the Employer. Part-time employees shall bid their schedules on a monthly basis when possible. Five (5) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding.

The completed shift schedule will be posted two (2) calendar days prior to the schedules effective date.

- (c) As a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, the Employer will not be responsible for any shifts lost or additional days worked for purposes of calculating overtime.
- (d) Full-time Relief positions will be bid by seniority and included in the initial shift bid. Once the initial shift bid is complete, relief lines will be bid monthly by seniority.

#### 23.04

- (a) The Employer may alter the relief shift schedules with forty-eight (48) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given by the Employer then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- (b) The Employer may alter the full-time shift schedules with seven (7) calendar days notice to the Union and the employees involved to accommodate airline schedule changes and to cover employees out of the workplace for any reason. If seven (7) days notice is not given by the Employer then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- (c) If a rescheduled part-time employee is unable to work any extra shifts, the normal shift vacancy filling procedure shall be used, i.e. offered by seniority. If these shifts still cannot be filled then the Employer can assign in reverse order of seniority.
- (d) The Employer shall fill temporary vacancies of thirty (30) days or less through relief lines. Should the vacancy extend longer than thirty (30) days Article 19.02 will apply.

23.05

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

23.06

The full-time fueler and utility complement will be determined by airline schedules. Any eight (8) consecutive hour requirement in one (1) day for five (5) consecutive days or ten (10) consecutive hour requirements in one (1) day for four (4) consecutive days shall constitute a full-time position, provided that the requirement(s) is for not less than three (3) months and will be reviewed quarterly.

## 24. OVERTIME

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

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

24.01

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 23.01(a), including occasions when part-time employees are temporarily filling full-time shifts.

24.02

- (a) The Employer and the Union agree that all overtime or extra hours will be voluntary with the following exceptions. When employees are required to work overtime or extra hours beyond their regular scheduled shift it shall not exceed two (2) hours.
- (b) The overtime or extra hours required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime or extra hours, the junior employees on shift will be required to work until a replacement is found. A replacement employee will only be required for overtime or extra hours in excess of two (2) hours. Should no replacements be found and the employee is required to work in excess of the two (2) hours, then he will be paid not less than four (4) hours overtime regardless of the actual additional hours worked.
- (c) All part-time employees who work less than eight (8) hours per day or forty (40) hours per week and are required to work beyond their regular scheduled shift as per 24.02(b) will for the first two (2) hours of extra time, be paid at their regular hourly rate. If the employee is required to work in excess of two (2) hours, then he will be paid for not less than four (4) hours at one and one-half (1 ½) times their regular hourly rate, regardless of the actual additional hours worked.

24.03

- (a) The Employer will distribute voluntary overtime on an equitable basis and post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime.
- (b) Overtime will be recorded on a monthly basis.
- (c) The present practice of offering overtime shall be maintained for this Agreement. Should an employee be by-passed for overtime, the onus of proof to be provided by said employee and the

Employer would be required to pay overtime not to exceed four (4) hours. (Overtime will be tracked on an hourly basis.)

- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, on the daily overtime sheet posted in the Supervisor's office. This sheet will be removed by 12:00 the previous day.
- (e) Employees shall be compensated for all authorized overtime. Authorized overtime shall not mean work by mutual agreement between employees for their convenience.

#### 24.04

An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employees will not work more than five and on-half (5 ½ ) hours at one stretch. There shall be a minimum of three and one-half (3 ½) hours between meal and breaks.

#### 24.05

- (a) Each employee shall have the option to participate in the time bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who so elect to either participate or not will be bound by that decision to January 1 the following year.
- (b) Credits in the time bank cannot exceed eighty (80) hours.
- (c) Any employee opting into the time bank cannot exceed eighty (80) hours of credits per year. After eighty (80) hours all overtime pursuant to Article 24 will be paid out for the balance of the calendar year.
- (d) For credit purposes, all overtime hours shall be converted to straight time hours.
- (e) All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.
- (f) Subject to tax regulations issued by the Canada Revenue Agency, a maximum of forty (40) hours of time banked credits may be carried over to the next fiscal year. The carry over of time banked credits shall be **use no later than March 30 of each year.** . If not liquidated by the end of the **three (3)** month period, all remaining banked hours from the previous year shall be paid out in accordance with the tax regulations issued by the Canada Revenue Agency.
- (g) Time bank hours cannot be used to supersede annual vacation or Statutory Holiday entitlement of other employees.
- (h) Subject to operational requirement, employees may liquidate time bank hours for not less than on (1) scheduled shift, with a minimum of ten (10) calendar days notice on a first come first served basis. When requests are made on the same day, seniority will apply.
- (i) A maximum of two (2) fuelers and one (1) utility employee can utilize time bank in any one (1) day.

## 25. CALL BACK

#### 25.01

An employee who has completed his regular shift and has clocked out, and then recalled to work shall receive a minimum of four (4) hours paid at one and one-half (1 ½) times their regular hourly rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.

## 26. SHIFT PREMIUMS

### 26.01

The Employer will pay a shift premium of sixty cents (\$0.60) per hour for shifts commencing on or after 1600 hours and one dollar (\$1.00) per hour for shifts commencing on or after 2200 hours up to and including 0400 hours.

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

### 27.02

**The employee will be entitled to the number of vacation days provided in article 27.01.**

**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

- (a) All classifications -1 employee in 10 employees
- (b) Vacation bids will be by seniority in the employees' respective departments and will be done in December for the following year. However, should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply - that is, the most senior employees will have first choice of the first "division" of his

vacation; then the next most senior will have next choice of his first "division"; and so on to the seniority list. There is no limit on how many divisions an employee may take, i.e. up to the number of days that he is entitled.

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

## **28. INSURANCE PLANS**

### 28.01

**After the probation is completed, the Employer shall provide the basic coverage under the British Columbia Medical Plan. The employer will pay 50% of the premium (single, couple or family).**

### 28.02

The Group Insurance Program shall include the following:

- (a) 200% or a minimum of \$50,000.00 Life Insurance coverage, whichever is greater;
- (b) 200% or a minimum of \$50,000.00 Accidental Death and Dismemberment coverage, whichever is greater;
- (c) A short-term disability plan which provides for weekly indemnity based on seventy-five percent (75%) weekly salary from the first day of accident and the fourth (4<sup>th</sup>) day of illness, for a maximum of fifty-two (52) weeks;
- (d) Prescription drug coverage, employees and family: 100%, twenty (0.20) cents deductible;

#### **Enhanced Mandatory Generic drugs**

**Where there is no generic alternative available, brand name shall be reimbursed.**

**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.**

- (e) Semi-private room coverage in the event of hospitalization;
- (f) 100% basic dental plan to provide coverage for extractions, fillings, X-rays and preventative coverage;
- (g) 80% major dental plan to provide coverage for crowns, bridges, inlays and onlays. The yearly maximum for major services is \$2000.00 per person;

(h) 50% orthodontic plan to provide for examinations, diagnostic services and appliances such as braces for employees, their spouses and dependants. The maximum amount for all orthodontic procedures in a person's lifetime is \$3,000.00;

(i) Dependant's Life Insurance coverage for spouse of \$10,000.00 and for children of \$5,000.00;

(j) Provide coverage:

**For everyone: One eye examination in a twelve (12) month period**

**Employee and spouse: Maximum of \$300 in a twenty-four (24) month period for contact lenses, glasses and laser eye corrective surgery.**

**Dependants under age 18: Maximum of \$300 in a twelve (12) month period for contact lenses, glasses and laser eye corrective surgery.**

28.03

**A) Current Employees - All employees who are currently insured at the date of ratification will continue to be eligible to participate in this benefit plan. All other current employees will be eligible to participate in this benefit plan after the completion of their probation.**

**B) New Hires after ratification – Subject to and in accordance with all applicable terms, conditions and provisions of the group insurance benefit plan and after completion of twelve (12) months of service from their date of hire will be eligible to participate in this benefit plan.**

The Employer shall pay 100% of the premium for the Group Insurance Plan.

28.04

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

28.05

**After the probation is completed**, employees will be eligible for sick benefits under the following circumstances:

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

**28.06 Dental Plan Fee Schedule**

Each year, the Employer shall move to the current year Dental Association Fee Schedule.

## **29. GROUP REGISTERED RETIREMENT SAVINGS PLAN**

29.01

**After one (1) year of service**, the Employer will remit to an individual Registered Retirement Savings Plan (R.R.S.P.) on behalf of all employees covered under this Agreement only after they submit their enrolment form. Membership in the Group R.R.S.P. is compulsory for all employees.

29.02

The R.R.S.P. program shall be based on a calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>).



29.03

The Employer will remit to each employee's individual R.R.S.P. account based on regular hours worked only. Regular hours shall include hours paid, but not worked for annual vacation entitlement, Statutory Holidays, paid leave of absence such as jury duty or bereavement leave..

29.04

In no event shall such hours exceed eight (8) hours per day or forty (40) hours per week. Effective on the date of ratification, the Employer remittance shall be a minimum of thirty cents (\$0.30) per hour and the employee may authorize deductions from pay cheques, in addition to the Employer contributions.

29.05

The Employer may refuse to permit more than one (1) change per calendar year in the amount of voluntary deduction selected by the employee. The employee authorization shall indicate the total annual amount of funds to be deducted during the calendar year, and such deduction shall be equally spread over the pay periods.

### **30. TECHNOLOGICAL CHANGE**

30.01

As defined in the Canada Labour Code.

### **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 the license 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

The parties shall meet to discuss such issues no less than one time every three (3) months. However, either party may request additional meetings, in writing, and such meeting will be held within two (2) weeks of the request. At such meetings, the parties are permitted to bring up to three (3) representatives each.

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.

#### 33.02

Prior to a supervisor performing any bargaining unit work, the supervisor must justify the situation to a shop steward or designate.

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

#### 34.01

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

#### 34.02

To provide for instruction of new work of where there has been a substantial change in the work assignments of an existing job description, the Employer shall revise an existing job description, or prepare a new job description under a new title.

#### 34.03

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

#### 34.04

The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.

#### 34.05

In determining qualifications for classification purposes, the Employer may, at its discretion, credit a new employee with previous experience and training acquired outside the Employer services.

#### 34.06

Whilst an employee shall not normally only be required to carry out the duties of his classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him, provided they are not assigned on a regular basis.

#### 34.07

In order to ensure that employees meet the requirements of their job classifications, the Employer may require an employee to demonstrate his ability upon reclassification or during his probationary period.

#### **Job Descriptions**

##### **FUELER**

###### **Normal Duties**

Perform the function of refueling aircraft and related work.

##### **UTILITY EMPLOYEE**

###### **Normal Duties**

Perform daily inspections, truck loading/unloading, grounds keeping painting and other

associated duties.

#### FUEL / FACILITY MECHANIC

##### Normal Duties

Maintain Employer equipment and facilities and perform any related. work

#### FACILITY/MECHANIC'S HELPER

##### Normal Duties

1. Perform functions related to those of the mechanic, but not required to perform heavy-duty vehicle maintenance
2. Perform routine functions of facility maintenance and related work.

#### TANK FARM OPERATOR

##### Normal Duties

All functions pertaining to the daily operation of the tank farm exclusive of heavy-duty maintenance (this includes, but is not limited to, daily inspections, fuel transfers, truck off-loading, documentation and other related duties).

#### VISTA OPERATOR/TANK FARM RELIEF OPERATOR

##### Normal Duties

The main focus of this position will be the operation of the Vista Volumetric Pipeline Leak Detection Systems. This will include coordinating fuel system shutdowns with Airport Authority and Swissport aircraft fuelling operations.

In addition, this position will provide temporary relief coverage at the Tank Farm Facility. This will include all aspects of Tank Farm Operations from fuel receipts and fuel quality testing to a daily QC/QA functions and record keeping to general facility repair and maintenance. This position will require varying working hours to ensure fuelling operations are not affected, but will remain constant from month to month unless otherwise determined by the customers.

#### LEAD HAND

##### Normal Duties

A Lead Hand is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those of employees assigned to him. He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job and discuss aspects of the operation with the customer.

#### Qualifications

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

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

#### 34.08 MINIMUM QUALIFICATION FOR ALL CLASSIFICATIONS

- (a) Must hold a valid driver's license issued in the province of B.C., and obtain an Airside Vehicle Operating Permit, where required by the Employer.
- (b) Must have good driving ability and show an acceptable standard of equipment handling after the initial training.
- (c) A Lead Hand must have thorough understanding of the job requirements of his classification and must have the ability to organize job functions, write reports related to the job (i.e. Hazard Safety reports) and direct other employees in performance of these functions.
- (d) Employees operating articulated tanker fueler vehicles used for the purpose of refueling aircraft must be in possession of a valid Class 1 Driver's License.

### 35. SENIORITY

#### 35.01 **Definitions:**

Employer seniority is the total length of continuous employment by a regular employee with the Employer on a full or part time basis. Employer seniority shall be used for;

- (a) Vacation entitlement and preference.
- (b) Any other matter agreed to between the parties.

Classification 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 and shall not be transferable from one classification to another. Classification seniority earned in a previous classification may be used for bumping purposes in the event of a lay-off. Classification shall be used for:

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

#### 35.02 **Use of Seniority**

Seniority shall be used to determine the relative rights of employees within a classification as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Employer nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Employer.

### 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 lay-off for twelve (12) consecutive months;
- (d) an employee fails to report for work after a recall from lay-off within three (3) calendar days of receipt of notice of recall. Such notice to be sent registered to the employee's last known address with the Employer;
- (e) an employee fails to report for work at termination of leave of absence;
- (f) an employee is absent for three (3) consecutive scheduled working days without notice to the Employer, except when physically impossible to give such notice.

### 35.04

The Employer will post seniority lists at three (3) month intervals and will provide The Union with one (1) copy of each. The Employer will, prior to posting, verify the seniority list with the Union.

### 35.05

- (a) Should an employee, full-time or part-time, be permanently transferred from one classification, their seniority shall continue to accrue in their old classification for a period of eighty (80) days after which their seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer.

Should the employee fail to meet the performance standards, or decide not to stay in the new classification within the eighty (80) day assessment period, the employee will be transferred back to their original classification. The Union shall be consulted before the employee is transferred back.

- (b) Any employee performing a temporary function that is outside the scope of this Agreement must not exceed six (6) months in any twelve (12) month period in such position. At the end of such temporary function the employee shall return to his previous position. Should an employee exceed six (6) months he shall forfeit all acquired seniority.
- (c) When an employee accepts a permanent position with the Employer that is outside the scope of the Agreement, the employee shall continue to accrue seniority for six (6) calendar months. If the employee returns to the scope of the Agreement within this six (6) month period, he will continue to accrue seniority. After completion of the six (6) month period outside the scope of the Agreement, the employee will forfeit all acquired seniority.

### 35.06

For seniority purposes, Lead Hand is not a separate classification and for all purposes to which classification seniority applies, the employee will continue to accrue classification seniority from the classification last employed in.

### 35.07 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. There will be a Shop Steward present.

## **36. CLOTHING POLICY**

### **36.01**

The Employer will provide employees with the following uniforms:

- 4 shirts and 4 pants per year, for full-time employees plus replacement if work wear-and-tear warrants it;
- **1 hoodie per year;**
- 3 shirts and 3 pants per year, for part-time employees plus replacement if work wear-and-tear warrants it;
- 3 sets of coveralls for fuelers and utility employees plus replacement if work wear-and-tear warrants it;
- 7 sets of coveralls for mechanics plus replacement if work wear-and-tear warrants it.
- 1 3-in-1 jacket every two (2) years;
- 1 rain suit per 2 years;
- 1 set of regular ear protectors as needed, if turned in;
- summer gloves as required;
- winter gloves as required;
- Boot allowance: the Employer will provide **\$150.00** per year by April 1<sup>st</sup> of each year.

### **36.02**

The Employer agrees to continue to make arrangements for the cleaning of coveralls at no cost to the employee.

### **36.03**

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

## **37. TOOLS**

### **37.01**

Mechanics will receive a tool allowance of \$600.00 per calendar year with receipts reimbursed the next pay cycle.

## **38. SOCIAL JUSTICE FUND**

### **38.01**

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.

## **39. AGREEMENT REOPENER**

### **39.01**

This Agreement may be amended by mutual consent.

## **40. DURATION**

### **40.01**

The provisions of this Agreement will expire on October 31, 2018.

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

**SCHEDULE "A" – WAGES**

	<b>Fuelers "A" Scale - hired before November 1, 2009</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 15.50	\$ 15.50	\$ 15.50
<b>12 months</b>	\$ 15.95	\$ 15.95	\$ 15.95
<b>24 months</b>	\$ 16.35	\$ 16.35	\$ 16.35
<b>36 months</b>	\$ 16.80	\$ 16.80	\$ 16.80
<b>48 months</b>	\$ 17.05	\$ 17.05	\$ 17.05
<b>60 months</b>	\$ 17.40	\$ 17.40	\$ 17.40
<b>72 months</b>	\$ 18.00	\$ 18.00	\$ 18.00
<b>84 months</b>	\$ 18.34	\$ 18.34	\$ 18.34
<b>96 months</b>	\$ 18.52	\$ 18.52	\$ 18.52
<b>108 months</b>		\$ 18.71	\$ 18.71
<b>120 months</b>			\$ 18.90

	<b>Fuelers "B" Scale - hired after November 1, 2009</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 11.50	\$ 11.50	\$ 11.50
<b>6 months</b>	\$ 12.00	\$ 12.00	\$ 12.00
<b>12 months</b>	\$ 12.40	\$ 12.40	\$ 12.40
<b>24 months</b>	\$ 13.00	\$ 13.00	\$ 13.00
<b>36 months</b>	\$ 13.65	\$ 13.65	\$ 13.65
<b>48 months</b>	\$ 14.30	\$ 14.30	\$ 14.30
<b>60 months</b>	\$ 14.80	\$ 14.80	\$ 14.80
<b>72 months</b>	\$ 15.15	\$ 15.15	\$ 15.15
<b>84 months</b>	\$ 15.50	\$ 15.50	\$ 15.50

	<b>Class 1</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 13.60	\$ 13.60	\$ 13.60
<b>6 months</b>	\$ 14.12	\$ 14.12	\$ 14.12
<b>12 months</b>	\$ 14.64	\$ 14.64	\$ 14.64
<b>24 months</b>	\$ 15.16	\$ 15.16	\$ 15.16
<b>36 months</b>	\$ 15.68	\$ 15.68	\$ 15.68
<b>48 months</b>	\$ 16.20	\$ 16.20	\$ 16.20
<b>60 months</b>	\$ 16.75	\$ 16.75	\$ 16.75
<b>72 months</b>	\$ 17.30	\$ 17.30	\$ 17.30
<b>84 months</b>	\$ 17.80	\$ 17.80	\$ 17.80
<b>96 months</b>	\$ 18.34	\$ 18.34	\$ 18.34
<b>108 months</b>	\$ 18.77	\$ 18.77	\$ 18.77
<b>120 months</b>	\$ 19.29	\$ 19.29	\$ 19.29
<b>132 months</b>	\$ 19.48	\$ 19.48	\$ 19.48
<b>144 months</b>		\$ 19.68	\$ 19.68
<b>156 months</b>			\$ 19.87

	<b>Tank Operator</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 15.85	\$ 15.85	\$ 15.85
<b>6 months</b>	\$ 16.35	\$ 16.35	\$ 16.35
<b>12 months</b>	\$ 16.85	\$ 16.85	\$ 16.85
<b>24 months</b>	\$ 17.35	\$ 17.35	\$ 17.35
<b>36 months</b>	\$ 17.85	\$ 17.85	\$ 17.85
<b>48 months</b>	\$ 18.39	\$ 18.39	\$ 18.39
<b>60 months</b>	\$ 18.82	\$ 18.82	\$ 18.82
<b>72 months</b>	\$ 19.32	\$ 19.32	\$ 19.32
<b>84 months</b>	\$ 19.83	\$ 19.83	\$ 19.83
<b>96 months</b>	\$ 20.33	\$ 20.33	\$ 20.33
<b>108 months</b>	\$ 20.83	\$ 20.83	\$ 20.83
<b>120 months</b>	\$ 21.39	\$ 21.39	\$ 21.39
<b>132 months</b>	\$ 21.60	\$ 21.60	\$ 21.60
<b>144 months</b>		\$ 21.82	\$ 21.82
<b>156 months</b>			\$ 22.04



	<b>Fuel / Facility Mechanic</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 22.54	\$ 22.54	\$ 22.54
<b>12 months</b>	\$ 26.28	\$ 26.28	\$ 26.28
<b>With Certification</b>	\$ 32.80	\$ 33.20	\$ 32.60

	<b>Facility / Mechanic Helper</b>		
	<b>February 12, 2016*</b>	<b>November 1, 2016</b>	<b>November 1, 2017</b>
<b>Start</b>	\$ 13.75	\$ 13.75	\$ 13.75
<b>6 months</b>	\$ 14.12	\$ 14.12	\$ 14.12
<b>12 months</b>	\$ 14.50	\$ 14.50	\$ 14.50
<b>24 months</b>	\$ 14.88	\$ 14.88	\$ 14.88
<b>36 months</b>	\$ 15.25	\$ 15.25	\$ 15.25
<b>48 months</b>	\$ 15.63	\$ 15.63	\$ 15.63
<b>60 months</b>	\$ 16.00	\$ 16.00	\$ 16.00
<b>72 months</b>	\$ 16.38	\$ 16.38	\$ 16.38
<b>84 months</b>	\$ 16.75	\$ 16.75	\$ 16.75
<b>96 months</b>	\$ 16.92	\$ 16.92	\$ 16.92
<b>108 months</b>		\$ 17.09	\$ 17.09
<b>120 months</b>			\$ 17.26

**Integration of Employees hired before the date of ratification**

- A) All employees at the date of ratification, will be integrated at the rate or the nearest superior rate in Schedule A and will continue to progress on this salary scale until they reach the maximum wage.
- B) All Fueller employees who are at \$15.19 on the “B” scale at the date of ratification, will be integrated into the Fuelers “A – Scale” at \$15.50 and will continue to progress on this salary scale until they reach the maximum wage.
- C) All Fueller employees who are at \$11.49 at the date of ratification, will be integrated at \$12.00 on February 12, 2016 and \$12.40 on November 1, 2016 and will continue to progress on this salary scale until they reach the maximum wage of the “B – Scale”.

**Schedule “B” – WAGE SCALE – PREMIUM**

**Lead-Hand Premium:** \$2.00 / hour

**Training Premium:** \$2.00 / hour as per current practice

\*\*At the date of ratification the longevity premiums will be integrated on the base salary (for all eligible employees).

**LETTER OF UNDERSTANDING #1**  
Between  
Swissport Canada Fuel Services Inc.  
And  
The Public Service Alliance of Canada

**Re: Training**

1. The Employer agrees that training requested by the Employer e.g. courses, seminars, and related examinations, will be treated as time worked and that all costs related to Employer-directed training will be paid by the Employer.
2. The Employer agrees that the Employer Policy regarding Tuition Reimbursement will apply to the bargaining unit for the duration of this agreement.

**LETTER OF UNDERSTANDING #2**  
Between  
Swissport Canada Fuel Services Inc.  
And  
The Public Service Alliance of Canada

**Re: Voluntary Shift Changes**

- 1) Employees will use the shift trade forms in place for the appropriate day of the planned shift change. Employees must sign the shift trade form in order for the shift change to be valid; there will be no exceptions, except as per #2 below.
- 2) Voluntary shift change forms have to be completed prior to 1200 (noon) on the previous day for the purpose of preparing manpower. Supervisors have the responsibility to authorize the shift change. Late shift trade applications may be accepted with supervisory approval as well.
- 3) Voluntary shift changes have to be within the same classification only.
- 4) **Voluntary shift giveaways cannot exceed 50% of their schedule shifts.**

**LETTER OF UNDERSTANDING #3**  
Between  
Swissport Canada Fuel Services Inc.  
And  
The Public Service Alliance of Canada

**Re: Employment Equity**

The purpose of the Employment Equity Act is to achieve equality in the workplace so that no person shall be denied employment opportunities or benefits for reasons unrelated to ability and, in the fulfilment of that goal, to correct the conditions of disadvantage in employment experienced by women, aboriginal peoples, persons with disabilities and members of visible minorities by giving effect to the principle that employment equity means more than treating persons in the same way but also requires special measures and the accommodation of differences.

The parties agree to meaningful and constructive consultation in the preparation, implementation, and revision of the Employer's Employment Equity Plan.

**LETTER OF UNDERSTANDING #4**  
Between  
Swissport Canada Fuel Services Inc.  
And  
The Public Service Alliance of Canada

**Re: Joint Shift Committee Trial**

The Company and the Union agree to implement a Joint Shift Committee on a trial basis for the life of this agreement.

The purpose of this committee is to have a consultation system in place between the Company and the Union with regards to the shift schedule. The parties will make every reasonable effort to come to an agreement on any altered shift schedule.

The committee will be comprised of the Operations Manager and/or his designate and the Chief Shop Steward and two (2) union members, at the choice of the union. The two (2) union members must serve a one (1) year term in the committee. The union is to provide names on a yearly basis. Time spent by Union representatives on this committee shall be pursuant to 4.04.

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

The committee will meet twice per year to discuss the seasonal shift bid and there will be also a quarterly review of the monthly relief schedule. The committee will also meet every time the Company will need to undergo significant changes in the shift schedule.

If the Company's viability is threatened by a change in contractual agreements, the parties will meet within one week to discuss mutually agreeable options.

**LETTER OF UNDERSTANDING #5**  
**Between**  
**Swissport Canada Fuel Services Inc.**  
**And**  
**The Public Service Alliance of Canada**

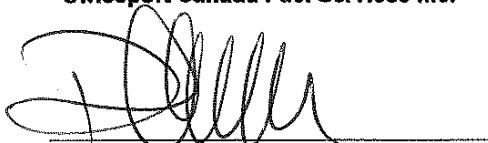
**Re. Overtime Callout Procedures**

Overtime is at discretion of Company. The Company will decide what shifts to cover and whether full shift or partial coverage is needed. All overtime to be dispersed on a fair and equitable basis.

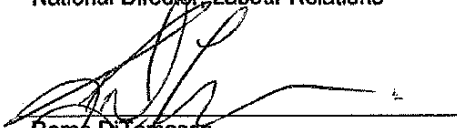
- OT hours zeroed 1st of each month,
  - Daily OT (voluntary) added and posted daily
  - Forced OT hours not added to total
  - Callouts to begin @ noon
  - 15 min. between calls for full shifts being covered from signup sheet only
  - Minimum 4 hour callout procedure as per CBA.
- 
- Employee to express availability on Daily Overtime Sign Up sheet for scheduled day(s) off.
  - Overtime callout in order of employees signed up based on seniority and OT hours already worked.
  - Early starts or stay late OT eligibility does not require signing up on the OT sheet. Early starts or stay late coverage is based on seniority. Early starts/stay late coverage can be pre-arranged previous day or same day coverage.
  - Employee chooses from shift(s) offered at the time. Next available shift(s) offered to next eligible employee. If another shift becomes available after initial callout, shift will be offered to next eligible employee and not re-offered to employee already accepted shift.
  - If all overtime options exhausted from employees on OT Sign-up sheet the Company will, attempt to cover overtime from employees on days off not signed up and/or early starts and stay late options based on seniority.
  - Employees not fully qualified may sign up for overtime but are asked after fully trained employees regardless of OT hours already worked. But are eligible before employees not signed up

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

**Swissport Canada Fuel Services Inc.**



Philippe Levesque-Groleau  
National Director, Labour Relations



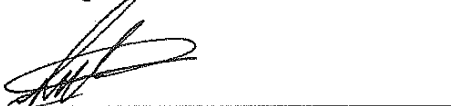
Remo Di Tomasso  
General Manager, YVR Fuel



Laura Fowler  
Senior Financial Analyst



Mike Matheson  
Manager Fuel Services

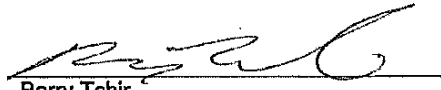


Satesh Lal  
Operations Manager


**Public Service Alliance of Canada**




Bob Jackson  
Regional Executive Vice-President BC



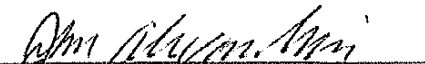
Barry Tchir  
President, Local 20221



Ron Chohan  
Committee Member



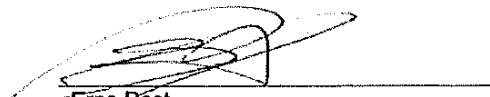
Ravi Dhani  
Committee Member



John Alexandrakis  
Committee Member



Deanna Kimball  
Regional Representative



Erna Post  
Negotiator