

COLLECTIVE AGREEMENT

BETWEEN:



**AIRPORT TERMINAL SERVICES
(Montréal YUL International Airport)**

AND:



**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

FOR

Transportation District Lodge 140 (Local Lodge 1751)

AGREEMENT #1

DECEMBER 16, 2019 – DECEMBER 15, 2022

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ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to define the relations between Airport Terminal Services (the “Company”) and the IAMAW (the “Union”), the wages and working conditions of employees of the Company represented by the Union, and a means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

1.02 The masculine gender shall include both sexes, unless the contrary intention is evident by the context.

1.03 The English and French versions of the present document are both official. In the event there is a difference between the English and French versions, preference shall be given to the English version.

ARTICLE 2 – UNION RECOGNITION

2.00 The Company recognizes the Union IAMAW District 140 as the sole and exclusive Collective Bargaining Agent as described in Order 11352-U of the Canada Industrial Relations Board as: “all ramp agents, tow agents, ramp crew chiefs, brake riders and mechanics working for Airport Terminal Services Canadian Company at the international airport in Montréal - Pierre Elliott Trudeau

International Airport (Dorval) excluding office staff, supervisors and those above the rank of supervisor.”

2.01 Employees not covered by this Agreement will not perform work normally performed by Members of the Bargaining Unit, except:

(a) For situations requiring immediate attention. In such situations, the Company will make every reasonable effort to first use Members of the Bargaining Unit.

Prior to a Supervisor performing any Bargaining Unit work, the Supervisor shall inform the situation to the Chief Shop Steward, if the Chief Shop Steward is not on duty, the Supervisor shall contact the Shop Steward. If requested by the Union, the Company shall justify by demonstrating proof that all avenues were exhausted prior to the Supervisor performing Bargaining Unit work.

If all avenues were not exhausted the Company will credit the employee whom has been bypassed for overtime in conjunction with the Overtime list for every hour worked.

2.02 No employee covered by this Agreement shall be interfered with, restrained, coerced, or discriminated against by the Company, because of memberships in or lawful activity on behalf of the Union. The Company, its officers or supervisory personnel, shall refrain from the use of language of a nature which attacks the character or reputation of the Union or its officers and members.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

3.01.1 The Union acknowledges that it is the exclusive function of the Company:

- a. To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- b. To hire new employees, classify, direct, promote, demote, transfer, assign shifts and increase/decrease the workforce from time-to-time.
- c. Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish Company policy and procedures required for the efficient conduct of its business.
- d. To make and alter from time-to-time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature in violation of Human Rights laws or the Canada Labor Code.

- 3.01.2** These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 3.02** Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.
- 3.03** It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 4 - UNION DUES AND UNION MEMBERSHIP

- 4.01** The parties hereto agree that all employees covered by this Agreement shall become Members of, and maintain Membership in good standing, in the Union.
- 4.02** Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for any recognized grounds of the Canadian Human Rights Charter.

- 4.03** New employees shall become Members of the Union as of the date they commenced employment and shall maintain Membership as a continuing condition of employment.
- 4.04** The Company shall deduct from the wages of employees the amount of regular dues and initiation fees as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.
- 4.05** The amount to be deducted will not be changed except to conform to a change in the Local Lodge Bylaws.
- 4.06** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 4.07** The Company agrees to provide the IAMAW District Lodge 140, on a quarterly basis, with the names, and addresses of the employees in the Bargaining Unit. These shall be e-mailed to the District 140 Union office in Montreal, QC.

- 4.08** If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 4.09** The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Union Local, as may be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 4.10** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances.

However, in any instance in which an error occurs in the amount of any deduction pursuant to this Article from an employee's wages, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all

amounts deducted pursuant to the provisions of this Article, shall terminate at the time it remits the amounts payable to the Union.

- 4.11** The Union agrees to indemnify and save harmless, the Company from any losses, damages, costs, liability or expenses suffered or sustained by the Company as a result of any action at law against the parties hereto resulting from any such deduction or deductions from payrolls made pursuant to this Article.

ARTICLE 5 - PAY CHEQUES

- 5.01** Employees shall be paid through direct deposit every two (2) weeks.
- 5.02** Each pay date, employees shall be provided with a pay statement clearly identifying all credits/debits made, statutory holidays, vacation days, sick days, and gross pay and other relevant information.
- 5.03** In the event that an employee has a payroll error of one hundred dollars (\$100) or more missing from his salary and the Company is responsible for this error,

the Company agrees to correct it within three (3) working days following receipt by the Payroll Department of the written notice informing of this error. Any other error shall be corrected on the employee's subsequent pay.

5.04 In the event that an employee is overpaid, a maximum of ten per cent (10 %) of his gross salary shall be deducted, by pay period, until all amounts owed are reimbursed unless otherwise mutually agreed upon. It is the employee's responsibility to inform the employer of any error in pay. In the event the employee's service with the Company is terminated, all monies due to the company will be deducted from the final pay cheque.

5.05 Prior to any deductions being initiated by the Company, the employee shall be advised, in writing, of the error, the number of deductions to be made, the amount of each deduction and when the deduction shall commence.

5.06 Accurate time and pay records shall be maintained for each employee, which shall be made available, upon request, to the employee and to the Union Chief Steward, when authorized by the employee in writing.

ARTICLE 6 - CLASSIFICATION OF EMPLOYEES

6.01 Current classifications covered by this Agreement are as listed below. Duties may be added or deleted in consultation with the Union.

Additional classifications could be added after the completion of the Collective Bargaining agreement with agreement from the IAMAW Union DL140.

The classifications of employment recognized by the Company are:

Ramp Agent;

Ramp Services Agent Classification (Applies to all Ramp Staff) Must have the ability to hold a Driver Apron License (DA); a Red Pass (unescorted clearance); and, a valid Class 5 driver's license. Current employees will have a period of **6 months** from the date of ratification to attain the minimum standard. New hires, after the date of ratification, will have to attain their DA's within their first 90 days of employment. The Company will not terminate any employee due to an employee's inability to retain their license due to a verified medical illness.

Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishings and other operational cleaning.

2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and lavatory systems of all aircraft.
4. After training from the company, operate safely and efficiently, all types of equipment and vehicles used in the handling and servicing of aircraft, etc, and any other duties associated with this job classification.
5. After Training from company, perform on Ground Support Equipments upkeep as required; Vital Fluids checks, fueling of equipment, charging of equipment, returning to proper location etc....
6. Wing walking / Marshalling
7. Push Back

Ramp Crew Chief (min. D/A);

Normal Duties

Normal duties comprise all those who, in addition to those duties and functions outlined Ramp Agent, may also include to attend regular meetings, demonstration of proper work methods, instruction of employees in new or revised operational procedures. After Training Crew Chiefs must have the ability to direct the workforce and provide practical training. The employees entering this position will be on a ninety (90) day probationary period. The commitment in this position must be for one year.

Tow Agent (min. “D” 1-year commitment);

After Training a Tow Agent is an employee required to tow aircraft and may perform the same work as any employee in his basic classification (Brake Rider), which would include duties such as the following tasks below and any other duties associated with this job classification;

- Towing Aircraft
- Wing walking
- Re-positioning of Equipment as instructed
- Bridge operating
- Brake Riding
- Auxiliary Power Units (A.P.U.) Start ups / Shut downs
- Fueling of equipment

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

Brake Rider (min. D/A 1-year commitment);

A Brake Rider is an employee after company training is required to perform the same work as any employee in his basic classification (Ramp Agent), which would include duties such as the following tasks below and any other duties associated with this job classification;

- Wing walking
- Re-positioning of Equipment as instructed
- Bridge operating
- Brake Riding
- Auxiliary Power Units (A.P.U.) Start ups / Shut downs
- Fueling of equipment

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

Ground Support Equipment – Mechanics (min. D/A);

Ground Support Equipment (GSE) Mechanic - comprises all those who perform mechanic functions on ground equipment according to their qualifications. Must possess the ability and qualifications to carry out and work at his/her trade with the aid of engineering specifications, manuals or drawings. For the purpose of this clause mechanic duties includes towing of disabled equipment, repairing of equipment, both motorized and non-motorized, fuelling of equipment, vital fluid checks and preventive maintenance checks, welding, generate work orders, completes work orders, time cards and provides status on any open work orders, perform other related duties as assigned, A valid driver's license will be required and must comply with the established and communicated company safety policies and procedures.

ARTICLE 7 – RATES OF PAY AND PREMIUMS

7.01 Rates of pay are on an hourly basis in accordance with the following schedules.
 Agreed to pay grid Year 1 of the CBA, with employees going to the pay grade commensurate with their seniority.

*** NOTE: All current employees within wage grid of: Ramp Agent prior to ratification without a “D/A” will progress with a \$2.00 increase when D/A is attained to the wage grid of: Ramp Agent “min. D/A” will reflect for salary purposes only. Company seniority will continue to accrue.**

YUL WAGE GRID AS OF Date of signature

Ramp Agent			
<u>Tenure</u>	<u>Dec /16/2019 to</u> <u>Dec/15/2020</u> <u>Wage</u>	<u>Dec /16/2020 to</u> <u>Dec/15/2021</u> <u>Wage</u>	<u>Dec /16/2021 to</u> <u>Dec/15/2022</u> <u>Wage</u>
0 - 6 mon	\$13.75	\$14.00	\$14.25
7 - 12 mon	\$14.00	\$14.25	\$14.50

13 - 18 mon	\$14.25	\$14.50	\$14.75
19 - 24 mon	\$14.50	\$14.75	\$15.00
25 - 30 mon	\$14.75	\$15.00	\$15.25
31 - 36 mon	\$15.00	\$15.25	\$15.50
37 - 42 mon	\$15.25	\$15.50	\$15.75
43 - 48 mon	\$15.50	\$15.75	\$16.00
49 - 54 mon	\$15.75	\$16.00	\$16.25
55 - 60 mon	\$16.00	\$16.25	\$16.50
61 - 66 mon	\$16.25	\$16.50	\$16.75
67 - 72 mon	\$16.50	\$16.75	\$17.00
73 - 78 mon	\$16.75	\$17.00	\$17.25
79 - 84 mon	\$17.00	\$17.25	\$17.50

Ramp Agent (D/A)			
<u>Tenure</u>	<u>Dec /16/2019 to</u> <u>Dec/15/2020</u> <u>Wage</u>	<u>Dec /16/2020 to</u> <u>Dec/15/2021</u> <u>Wage</u>	<u>Dec /16/2021 to</u> <u>Dec/15/2022</u> <u>Wage</u>
0 - 6 mon	\$15.75	\$16.00	\$16.25
7 - 12 mon	\$16.00	\$16.25	\$16.50
13 - 18 mon	\$16.25	\$16.50	\$16.75
19 - 24 mon	\$16.50	\$16.75	\$17.00
25 - 30 mon	\$16.75	\$17.00	\$17.25
31 - 36 mon	\$17.00	\$17.25	\$17.50
37 - 42 mon	\$17.25	\$17.50	\$17.75
43 - 48 mon	\$17.50	\$17.75	\$18.00
49 - 54 mon	\$17.75	\$18.00	\$18.25
55 - 60 mon	\$18.00	\$18.25	\$18.50

61 - 66 mon	\$18.25	\$18.50	\$18.75
67 - 72 mon	\$18.50	\$18.75	\$19.00
73 - 78 mon	\$18.75	\$19.00	\$19.25
79 - 84 mon	\$19.00	\$19.25	\$19.50

Ramp Crew Chief “min. D/A” / Tow Agent “min. D”			
<u>Tenure</u>	<u>Dec /16/2019 to</u> <u>Dec/15/2020</u> <u>Wage</u>	<u>Dec /16/2020 to</u> <u>Dec/15/2021</u> <u>Wage</u>	<u>Dec /16/2021 to</u> <u>Dec/15/2022</u> <u>Wage</u>
0-6 mon	\$18.75	\$19.00	\$19.25
07-12 mon	\$19.00	\$19.25	\$19.50
13-18 mon	\$19.25	\$19.50	\$19.75
19-24 mon	\$19.50	\$19.75	\$20.00
25 - 30 mon	\$19.75	\$20.00	\$20.25

31 - 36 mon	\$20.00	\$20.25	\$20.50
37 - 42 mon	\$20.25	\$20.50	\$20.75
43 - 48 mon	\$20.50	\$20.75	\$21.00
49 - 54 mon	\$20.75	\$21.00	\$21.25
55 - 60 mon	\$21.00	\$21.25	\$21.50
61 - 66 mon	\$21.25	\$21.50	\$21.75
67 - 72 mon	\$21.50	\$21.75	\$22.00
73 - 78 mon	\$21.75	\$22.00	\$22.25
79 - 84 mon	\$22.00	\$22.25	\$22.50

Ground Support Equipment Mechanic			
<u>Tenure</u>	<u>Dec /16/2019 to</u> <u>Dec/15/2020</u> <u>Wage</u>	<u>Dec /16/2020 to</u> <u>Dec/15/2021</u> <u>Wage</u>	<u>Dec /16/2021 to</u> <u>Dec/15/2022</u> <u>Wage</u>
0 - 6 mon	\$25.50	\$26.00	\$26.50
07 - 12 mon	\$25.75	\$26.25	\$26.75
13 - 18 mon	\$26.00	\$26.50	\$27.00
19 - 24 mon	\$26.25	\$26.75	\$27.25
25 - 30 mon	\$26.50	\$27.00	\$27.50
31 - 36 mon	\$26.75	\$27.25	\$27.75
37 - 42 mon	\$27.00	\$27.50	\$28.00
43 - 48 mon	\$27.25	\$27.75	\$28.25
49 - 54 mon	\$27.50	\$28.00	\$28.50
55 - 60 mon	\$27.75	\$28.25	\$28.75

61 - 66 mon	\$28.00	\$28.50	\$29.00
67 - 72 mon	\$28.25	\$28.75	\$29.25
73 - 78 mon	\$28.50	\$29.00	\$29.50
79 - 84 mon	\$28.75	\$29.25	\$29.75

7.02 Scheduled advancement from one rate of pay to the next higher rate in the wage scale for each classification will occur upon completion of the period described in the wage scale.

7.03 Employees will progress through the wage grid by seniority. Any employee with 85 months or higher will receive a 2.0 % wage increase annually above his salary.

ARTICLE 8 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

8.01 Unless as otherwise provided for under this agreement;

- a.** The standard hours of work of an employee shall not exceed eight hours in a day and forty hours in a week; and

- b. the Company shall not cause or permit an employee to work longer hours than eight hours in any day or forty hours in any week unless overtime is required.

8.02 Standard work week

- a. The standard work week for full-time employees shall consist of a minimum thirty-two (32) and a maximum of forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of eight (8) hours.
- b. **Meal Periods** - will be unpaid half hour (30) minutes in duration away from the job. One (1) meal period will be scheduled in each eight (8) hour shift.
- c. The forty (40) hour work week can be made up in any of the following rotations:
 - (i) Five (5) consecutive eight (8) hour days followed by two (2) days off;
 - (ii) Four (4) consecutive ten (10) hour days followed by three (3) days off;
 - (iii) Four (4) ten (10) hour days with rotating days off;
 - (iv) Six (6) consecutive eight (8) hour days followed by three (3) days off;

- (v) Three (3) consecutive twelve (12) hour days followed by four (4) days off;
 - (vi) Or any other shift schedule as is mutually agreed to with the union.
- d. It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties. The Chief Steward will appoint a shift committee to meet with the Company to review and propose alternate shift schedules. The final decision and implementation of any schedule remains that of the Company if an agreement cannot be reached within the Shift Committee.
- e. 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 (8) 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.

8.03 Shift Schedules

- a.** The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Shift Schedule Committee shall revise the schedules and inform the Company of any shifts that don't comply with the provision of this collective agreement. Shift bids shall be conducted a minimum of twice per year and finalized prior to the vacation bidding process. The Committee will have seven (7) calendar days upon receipt of the schedule to return the completed shift bids, which shall be done on the basis of seniority and classification, to the Company. The Company will post shift awards seven (7) calendar days prior to the schedules effective date.
- b.** As a result of a shift bid, if an employee's new schedule conflicts with his previous schedule, employees shall not have any shifts assigned that are less than ten (10) hours apart.
- c.** 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.
- d.** Employees will make every reasonable effort to remain current with the schedule while in the workplace. The Company will advise employees who are on days off if there is a change to their schedule.

8.04 Change of Shift Schedules

The Company may make minor changes to the shift schedules with a minimum of three (3) days 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 the minimum of three (3) 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 from said shift.

8.05 Part-Time

- a.** Part-time employees shall be paid a minimum of four (4) hours for each shift worked.
- b.** Part-time employees can work up to ten (10) hours per day.
- c.** Part-time employees may be scheduled for a maximum of thirty (30) hours per week.

8.06 Shift Trades

Employees may arrange for another employee to work their shift, subject to the following conditions:

- a.** The employee covering the shift must be qualified and capable of performing the work.
 - b.** Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the Company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 9, shift trades will not cause overtime.
 - c.** The Company and Union recognize that an employee's entitlement to exchange shifts is not intended to allow the employee, for all intents and purposes, to trade his/her job away.
- 8.07** An employee who works overtime will be provided with an additional twenty (20) minutes paid meal period for every three (3) hours worked prior to or after his/her shift.

ARTICLE 9 - OVERTIME

9.01 No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority could not be obtained and the duties were essential to continued operation and/or service to the customer.

9.02 Overtime shall be distributed among qualified employees to carry out the required work as practically as possible and in accordance with the following order.

Overtime shall be offered in accordance with the following provisions:

- a.** Overtime shall be offered by seniority to qualified employees on shift, who volunteer, if the overtime is following their work period;
- b.** Remaining overtime shall be offered to qualified employees who put their name on the volunteer's list for overtime.

9.03 Overtime - An employee shall be compensated for overtime work as follows:

- a.** Employees shall be compensated for all authorized overtime hours worked at one and one-half times ($1\frac{1}{2} \times$) their regular hourly rate.
- b.** Any hours worked in excess of 8 hours in a day or in the case of any scheduled shift that is greater than 8 hours, anything in excess of their scheduled shift or:

- c. Any hours worked over 40 hours in a week.

Notwithstanding: b. and c., Scheduled Shift Trades are paid at regular rate.

9.04 When an employee has accepted to work overtime on his day off, and the overtime is cancelled with a notice of less than eight (8) hours, the employee shall be compensated with four (4) hours paid at the applicable overtime rate.

9.05 Overtime Bypass - 4 hours overtime pay where an employee has been bypassed for overtime in conjunction with an "Overtime Sign-Up Book" to be signed by employees who wish to work.

9.06 The Company shall maintain and keep up-to-date records of all overtime hours worked. A copy of such records shall be supplied to the Local Chief Shop Steward by local management on a quarterly basis.

ARTICLE 10 – RELIEF ASSIGNMENTS

10.01 Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the category in order of seniority provided

the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.

10.02 An employee who is assigned to temporary relief duties in a higher paying classification will assume the rate of the higher classification.

10.03 If any portion of an employee's shift is worked in a higher classification the employee shall receive the higher pay for the entire shift.

ARTICLE 11 - PROBATION

11.01 Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of three (3) months of service, excluding any period of absence of seven (7) calendar days or more.

11.02 The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.

11.03 In the event of a staff reduction, probationary employees will be affected in reverse order of seniority in accordance with **Article 12.20**, but will not have the right to bump another employee or to lay-off and recall.

ARTICLE 12 - SENIORITY AND STAFF REDUCTION

12.01 Employees will accrue seniority as follows.

12.02 Company Seniority - will date from the first day of work in any position with the Company.

12.03 Union Seniority - will date from the first day of work (including training) in any classification covered by this Agreement.

12.04 In cases where two (2) or more employees have the same Union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:

The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by a numbers draw. There will

be double the numbers from which to draw as there are employees drawing. The highest number drawn will be the most senior for that date; the next highest number will be the second most senior; etc. This draw will be done right after hiring during training with all involved employees present and conducted and recorded by a Shop Steward present. The results shall be immediately forwarded to the Company.

12.05

- a) Crew Chief Classification Seniority – Employees entering this classification will be sequenced by their Union Seniority on the Crew Chief List.
- b) Tow Agent Classification Seniority – Employees entering this classification will be sequenced by their Union Seniority on the Tow Agent List.

12.06 Seniority Lists - will be prepared, corrected, amended and published in the following manner:

Not later than March 30th and September 30th each year, the Company will post on each bulletin board complete Seniority Lists for each classification described in Article 4. These lists will show for each employee listed thereon, in order of Union seniority, the employee number, name, status, Company seniority date, Union seniority date and sequencing determinant described in Article 12.04

12.07 It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Union Local.

12.08 All requests for corrections will be acknowledged and will be executed after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.

12.09 Maintenance of Seniority - Seniority will be maintained and accumulated except as provided for in the following:

- The following will result in the loss of the employee's seniority, removal of their name from the seniority lists and termination of employment rights.
- When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.
- When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.
- When the employee deserts service (resignation without notice).

- When the employee has been laid off or otherwise off work for a period of time in excess of twelve (12) months except covered by a Leave of Absence as provided for elsewhere in this Agreement.
- The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.
- When the employee has been in a position with the Company outside the Scope of this Agreement for a period in excess of ninety (90) working days per calendar year.
 - (a) An employee who remains outside the scope of the agreement for more than ninety (90) calendar days in a calendar year, will have his/her Union seniority reduced equally to the number of days in excess of ninety (90) calendar days. The Company will notify the Chief Steward on all outside assignments prior to the employee leaving the bargaining unit.
 - (b) The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.

12.10 The following will result in an interruption in the accrual of seniority in the manner and for the period specified;

- a) Seniority will continue to accrue during the first ninety (90) consecutive calendar days of a voluntary Leave of Absence. The adjustment to the employee's seniority date to account for the period of Leave in excess of this ninety (90) days will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment already occurred, whichever is the earlier.

Staff Reductions

12.11 Staff reductions will be made within the affected classifications and status in the base in inverse order of seniority in accordance with the following:

12.12 The Company shall give at least seven (7) calendar days notice to employees and the Union of any contemplated layoffs.

12.13 Employees shall be laid off in reverse order of classification seniority by status.

12.14 An employee who is laid off shall have the ability to displace the more junior employee in the same category.

12.15 Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any subsequent change.

Recall

12.16 Recall shall occur in order of seniority.

12.17 Employees will be notified by the Company when being recalled from layoff.

12.18 The notified employee must advise the Company within twenty-four (24) hours after having received the notice if he/she wishes to accept the recall. The employee shall reply to local Management and send a copy of same to the Employee Service Department.

12.19 Recalled employees must report for duty within seven (7) calendar days from the date of advising the Company of their intent to return.

12.20 Failure to comply with Articles 12.18 and 12.19 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

Notices and Correspondence

12.21 Copies of all notices and correspondence relating to Article 12 shall be sent to the Chief Shop Steward.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Voluntary Leave of Absence - An employee, upon written request through his immediate Manager, may be granted a Voluntary Leave of Absence without pay for a period not exceeding six (6) months. The minimum on an approved Leave of Absence at any given time, subject to demand, will be as follows:

- 1. 1 Tow Agent**
- 2. 1 Crew Chief**
- 3. 1 Ramp Agent**
- 4. 1 Brake Rider**

13.01.01 Requests will be considered in order of seniority **and classification**

among those on hand at the time of granting. A Leave must be used for the purpose for which it was granted.

13.01.02 The Company will indicate its approval of the Leave in writing, including the commencement and termination dates, fourteen (14) or more calendar days prior to the requested commencement date of the Leave. Once approved, a Leave may not be cancelled except by mutual agreement between the employee and the Company.

13.01.03 If the employee wishes to return to work prior to the approved termination of the Leave, the employee will make the request in writing to his/her immediate Manager. The Company may authorize a return to work on the date requested or another day mutually acceptable to both the Company and employee, or the Company may deny the request.

13.02 Reassignment, Maternity, Parental Leave - Employees will be granted reassignment of duties, Maternity and Parental Leave in accordance with the relevant provisions of the Canada Labour Code.

13.02.01 Additional Leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In any event, any additional Leave provided under this Clause will be for a maximum period of six (6) months.

13.02.02 An employee who takes, or is required to take, a Leave under this Article will be reinstated in the position they occupied when the Leave commenced, subject to the provisions of Articles 12 and 13.

13.02.03 An employee will receive all advances or increases in pay during the period of Leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.

13.02.04 The seniority of an employee will continue to accrue during the full period of the Leave.

13.02.05 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a Leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a Leave in any decision to transfer or train the employee.

13.02.06 An employee on a Maternity or Parental Leave who wishes to terminate their Leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.

13.02.07 Paternity Leave - Upon request, a male employee will be granted two (2) days, with pay, of Paternity Leave at the time of the birth or adoption of his/her child. If requested the employee will be granted up to an additional three (3) days without pay.

13.03 Union Business Leave of Absence - An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a Leave of Absence without pay for that purpose in accordance with the following.

13.03.01 The number of employees granted a Union Leave will not exceed three (3).

13.03.02 The Union will advise the Company of the name of such employee, the term of the Leave and the purpose.

13.03.03 The employee's participation in employee Benefit Plans with the exception of Short Term/Long Term Disability will continue. The Union will repay the Company for the normal Company costs incurred in employee Benefit Plans and the employee will continue to pay his/her contributions to the Company.

13.03.04 The employee will continue to accrue Company and Union seniority while on Union Leave.

13.04 Bereavement Leave - When a death occurs in the immediate family of an employee, the employee will be granted Bereavement Leave with pay for four (4) consecutive working days. At the employee's option, these days will be taken immediately following the day of death or at the time of the funeral. The

employee will be granted up to an additional ten (10) days, without pay, if the death occurs outside of Canada.

13.04.01 Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step - parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, “spouse” and “common-law partner” will be as recognized by the Canada Labour Code.

13.04.02 In circumstances where the deceased is not a Member of the immediate family but is a guardian, grandparents of employee's spouse, brothers and sisters of the spouse, an employee shall be granted Bereavement Leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.

13.04.03 Additional Leave without pay will be granted as follows:

- (a) Up to five (5) calendar days as requested by the employee for travel out of the city.
- (b) Up to five (5) calendar days as granted by the Company.

13.05 All employees will also have the ability to request a transfer to another category via the Letter of Preference form. All Letters of Preference will be maintained in the employees file for a period of twelve (12) months and must be renewed annually. In the event the employee fails to signify their acceptance it will be deemed to be a refusal and the employee shall be restricted from submitting a new request for a period of twelve (12) months from the date of their original confirmation.

13.06 In filling vacancies in the Ramp Services Agent, Brake Rider, Crew Chief or Tow Agent classifications, the job will be awarded to the senior applicant, based on the Letters of Preference on file.

13.07 The employee will be given no less than three (3) clear calendar days notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.

13.08 An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.

13.09 All notices to an employee under this Article will be in writing, copied to the Chief Shop Steward.

13.10 If the employee desires to withdraw their request at any time prior to the promotion or transfer being offered they may do so in writing without penalty. If the employee is offered the position they requested and then declines they will not be allowed to put in a Letter of Preference for one (1) calendar year.

ARTICLE 14 – Transfers and Job Security

14.01 When a vacancy occurs within another department at Airport Terminal Services employees within the bargaining unit will have the ability to transfer to the vacancy prior to the hiring off the street.

14.02 All employees will also have the ability to request a transfer to another category via the Letter of Preference form. All Letters of Preference will be maintained in the employees file for a period of twelve (12) months and must be renewed annually. In the event the employee fails to signify their acceptance it will be deemed to be a refusal and the employee shall be restricted from submitting a new request for a period of twelve (12) months from the date of their original confirmation.

14.03 The employee will be given no less than three (3) clear calendar days notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.

14.04 An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.

14.05 All notices to an employee under this Article will be in writing, copied to the Chief Shop Steward.

14.06 If the employee desires to withdraw their request at any time prior to the promotion or transfer being offered they may do so in writing without penalty. If the employee is offered the position they requested and then declines they will not be allowed to put in a Letter of Preference for one (1) calendar year.

ARTICLE 15 - STATUTORY HOLIDAYS

15.01 The following holidays will be granted to all employees covered by this Agreement in accordance with the Canada Labor Code:

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

15.02 Should the Federal Government legislate a new holiday during the term of this Agreement, which would differ from the aforementioned, said holiday shall be observed.

15.03 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority. The Company will notify employees who are granted the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.

15.04 When an employee is granted a day off in accordance with Article 15.03, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be paid per the Canada Labour Code. When an employee works on a holiday, the employee will be paid per the Canada Labour Code.

ARTICLE 16 - VACATIONS

16.01 General

16.01.01 An employee will receive Annual Vacation with pay as provided for in Article 16.02 according to his/her years of employment with the Company.

16.01.02 Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year in which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.

16.01.03 The vacation year will be based upon the employee's anniversary date.

16.01.04 Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.

16.01.05 It is recognized that restrictions on the number of employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates. There will be a minimum number of employees allowed to take vacation for every week of the year.

16.01.06 Vacation dates, once confirmed, will not be changed unless there is agreement between the Company and the employee or in the case of emergencies where the Company or the employee may change vacation schedules on fourteen (14) calendar days advance notice.

16.01.07 Where the employee changes their vacation schedule, they will be entitled to select their vacation dates at any other time which is not desired by another employee and where there is a vacancy in the schedule.

16.02 Entitlement

16.02.01 Employees who have completed one (1) or more years of employment will be entitled to vacation, based on years of employment, in accordance with the following:

<u>Years of Employment</u>	<u>Entitlement</u>
0 through > 1 year	1 day per completed month to a max. of 10 day (0.4 – 4%)
1 through 4 years	14 calendar days (4%)
5 through 9 years	21 calendar days (6%)
10 years and over	28 calendar days (8%)

Note: Employees must have completed four (4) or ten (10) years before moving to the next level.

16.02.02 Employees laid off under the provisions of Article 12, on Long-Term Disability or on a Voluntary, Child Care or Leave of Absence under the provisions of Article 12 will have their paid vacation entitlement reduced.

16.03 Selection

16.03.01 Vacation dates will be allocated in order of seniority within each classification in accordance with **the local rules agreed upon with the union**

chief steward and management. An employee may split their vacation entitlement into blocks of not less than one (1) week. In such cases, an employee's first preference will be in order of classification seniority with the awarding of his/her subsequent preferences occurring after all other employees have made their selection. These subsequent preferences will be awarded in order of classification seniority.

16.03.02 No later than December 1st of each year, the Company will post a bulletin listing employees in order of seniority and showing each employee's total vacation entitlement. In addition and in the event employees who expect to be absent during the selection period, will advise the Company and the Union of their selections.

16.03.03 Employees will select vacation dates by order of their seniority with the most senior employee noting their vacation selection first and the most junior last.

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

16.04 Vacation Pay

16.04.01 Employees discharged or resigning from the Company are entitled to receive accrued vacation pay. The date of separation will not be extended beyond the date of actual termination of employment.

16.04.02 At the option of the employee, vacation accrued but not taken by employees who are laid off will be paid at the time of lay-off.

16.04.03 Vacation pay will accrue at the appropriate percentage of the employee's pay per the Canada Labour Code (i.e., 4%, 6% or 8% according to Article 16.02.02).

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01 An employee, or group of employees, covered by this Agreement, who has a grievance concerning the interpretation or alleged violation of this Agreement, or other causes for complaint, shall be entitled to hearings and appeals as provided in the Article.

17.02 Any complaint shall first be discussed with the appropriate Supervisor of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they wish may be accompanied by a representative of the Union with a view to settling the matter promptly at the local level.

17.03 Step 1

- (a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Manager or designate within seven (7) business days after the occurrence or awareness of the situation causing the grievance.
- (b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.
- (c) The Manager shall provide a written response within seven (7) business days of receipt of the written grievance.

- (d) Should the Union be unsatisfied with the response, the Union may appeal to the Station Manager as outlined in Step 2.

Step 2

- (a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits the Union may appeal to the Station Manager within seven (7) business days.
- (b) The Station Manager shall hold a hearing within seven (7) business days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.
- (c) Within seven (7) business days following this hearing the Station Manager or designate, shall render their decision in writing to all parties concerned.

Step 3

- (a) Should the Step 2 decision be unsatisfactory or if no decision is made within the specified time limits, the Union may appeal to the Company's Labour Relations Department within seven (7) business days.
- (b) The Company shall hold a hearing within seven (7) business days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.

17.04 The Union may initiate a General or Policy grievance (Step 2) in writing on any difference concerning the interpretation, or alleged violation of this Agreement, or other causes of complaint within fifteen (15) business days following the date on which the Union first had or ought to have had knowledge of the event.

17.05 The parties may extend the time limits by written agreement, when mutually agreed. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.

17.06 At any hearing held throughout these grievance procedures, the grievant shall have the right to be represented by a duly accredited representative of the Local/District.

17.07 Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.

17.08 Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 19.

ARTICLE 18 – Discipline Procedures

18.01 Letters of discipline shall be presented to the employee within a reasonable period of time of the Company's knowledge of the incident leading to discipline and shall contain an explanation of the infraction and the future corrective action to be expected. It is recognized that corrective disciplinary action is most effective when taken in a timely manner and that disciplinary letters, up to and including termination, will be presented to the employee in person. The employee will have a Shop Steward present.

If the Company determines that an employee is to be disciplined it shall notify, in writing, both the employee concerned and the Chief Shop Steward and General Chairperson.

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

If an employee, who has acquired seniority believes that he has been dismissed or suspended without cause the grievance shall be represented at Step 2 within seven (7) business days after notice has been given to the employee and the Chief Shop Steward. If a suspension is grieved, the Company may not put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration. It is agreed that any suspension placed in abeyance for the purpose mentioned above will be considered time served if the employee commits a further infraction before the initial matter is resolved and will not be a point of challenge if so arbitrated.

If the hearing cannot be held during the employee's regular hours of work, and the employee has to come in to work, the employee shall be paid a minimum of four (4) hours to attend the hearing. The hearing may be held immediately prior to or immediately after his/her regular hours of work and the employee will be paid the appropriate rate of pay for the time spent while attending that hearing.

18.03 If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to a maximum of seven (7) business days with pay to provide the Company with sufficient time to investigate and consider all factors.

18.04 The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months from date of last infraction.

Letters of discipline with regards to attendance shall remain on an employee's file for a period of twelve (12) months from the date of issuance.

An employee shall be entitled to review his/her personnel file by submitting a letter to the local Manager and remove any letters of discipline from his/her personnel file that have expired.

18.05 If an employee is suspended pending investigation, such suspension will be with pay and will take effect immediately upon the employee receiving notice thereof.

ARTICLE 19 – ARBITRATION

19.01 Both parties are in agreement that all grievances reaching the appropriate level shall be dealt with through arbitration, and may be referred to expedited arbitration upon mutual agreement.

19.02 All grievances that have not been settled through the grievance procedure may be submitted to one of the shortlisted arbitrators that have been chosen by both parties. The party requesting arbitration shall notify the other party in writing within thirty (30) calendar days following the Company's decision.

19.03 In matters of appealed grievances, the arbitrator has complete authority to render a just and equitable decision on the interpretation, application and alleged violation of the Agreement and on any other grievance of a disciplinary nature.

19.04 In the case of appeals relating to disciplinary measures or dismissals, the arbitrator has the ability to determine whether the disciplinary measure or the dismissal imposed by the Company was just and equitable in line with the Collective bargaining Agreement.

19.05 In the case of appeals relating to disciplinary measures or dismissals, the arbitrator can uphold the Company's final decision, fully exonerate the employee and reinstate him with payment for the hours lost, or render any other decision that he considers just and equitable.

The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he change, modify or amend any part of this Agreement.

19.06 Any decision that has not been submitted to arbitration within the prescribed time limits is final and binding.

19.07 All decisions of the arbitrator shall be final and binding upon both parties but the arbitrator's jurisdiction shall be limited to deciding the case in litigation according to the meaning of the provisions of the Agreement. In no case shall the arbitrator have the power to add, remove, alter, modify or amend any part of this Agreement

19.08 The arbitrator's fees and expenses related to the arbitration shall be shared equally by both parties.

19.09 The time limits provided for under this article may only be extended following a written mutual agreement between the Company and the General Chairperson DL140 Representative.

ARTICLE 20 - UNION / MANAGEMENT RELATIONS

20.01 Union/Management Meetings - It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust. To this end joint meetings will be held on a weekly basis between Management and not more than two (2) Union Representatives to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings however, will not be considered as being in lieu of the grievance procedure.

20.02 Letters of Understanding - Any Letter of Understanding negotiated between the Station Manager or his/her designate and the District Lodge 140 will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter

of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

20.03 Time-Off - Union Representatives - The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at Union meetings at various levels. The Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs and to obtain permission for the time required from their immediate Supervisor/Manager and the Supervisor of the employee(s) involved. Additionally, the Union representative will notify their Supervisor when returning to duty.

20.03.01 For meetings involving the Company and the Union the Company will absorb the cost of the scheduled time lost by Union Members and representatives. The Union will bear the cost of the scheduled time lost by Union Members and representatives while participating in activities authorized by the Union. The Union Local will be billed for the time off except in those cases where

the Company has agreed to absorb the cost. In either case the employees involved will not be deducted or removed from the payroll.

20.03.02 Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.

20.03.03 The Union will advise the Company in writing of the names of its elected or appointed representatives.

20.03.04 The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

20.03.05 The Company will time clear the Chief Shop Steward for one shift per week to deal with issues. The Chief Shop Steward will work a shift pattern that they could hold with their seniority but will start no later than 10:00 am. The Chief Shop Steward will not be subject to the shift bid.

20.04 Education Leave - The Company will grant a Leave of Absence, without pay, to not more than two (2) employees, for a combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union. The Company will grant a Leave of Absence, without pay, to not more than two (2) Members of the Grievance Committee for the purpose of preparing for arbitration under Article 8 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.

20.04.01 Subject to having received a minimum of four (4) weeks advance notice, the Company further agrees that Members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a Leave of Absence without pay for twenty (20) days of class time, plus travel time where necessary. Said Leave of Absence is to be intermittent over a twelve (12) month period from the first day of Leave. Such Leaves will not exceed two (2) employees per PEL session to a maximum of forty (40) days of class time with additional Leaves granted subject to the agreement of the Company. Employees on said Leave of Absence will continue to accrue seniority and benefits during such Leave.

20.05 Bulletin Boards - The Company will provide two (2) lockable bulletin boards for the use of the Union at appropriate locations upon which the Union will have the

right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

20.06 Data to be supplied to Union - The Company will supply the Union with a list containing the following information:

- employees by classification, status and rate of pay;
- employees on lay-off or Leave of Absence;
- newly hired employees; and
- employees who have resigned.

ARTICLE 21 – GENERAL

21.01 Health and Safety - The Company will take all necessary precautions to maintain safe, sanitary and healthful conditions at all work places. Health and safety matters are important and all employees and Company personnel have an obligation to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable

legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety.

21.01.01 A Health and Safety Committee, consisting of two (2) Members appointed by the Company and two (2) Members appointed by the Union will be established in the base. The Committee will meet as required to fulfill the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the Members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.

21.01.02 The Union Health and Safety Representative is entitled to such approved time from his/her work as is necessary to carry out his/her functions as a Representative. Any time spent by him/her carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been spent at his/her work.

21.01.03 The Company will allow time off for related Union training for all Health and Safety Representatives up to a maximum of three (3) employees for a maximum of three (3) days each per year.

21.01.04 With advance notice, the Union Local National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement.

21.01.05 Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.

21.01.06 The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of disposable latex gloves for Aircraft Cleaners to perform their work. At minimum, employees will be provided with one (1) pair per flight and will receive additional gloves when required to clean lavatories.

21.01.07 The Company will provide a face shield and gloves for those employees who work lavatory service.

21.01.08 The Company agrees that no employee will be required to work alone or without regular observation or contact.

21.02 Footwear Allowance - The Company will reimburse employees a footwear

allowance up to one hundred twenty-five dollars (\$125.00) a year. Receipts must be provided. The reimbursement will be paid on the next pay cheque.

21.02.01 There is no rollover from year to year.

21.03 Work Clothes and Uniforms

The Company will provide the following initial allotment. Lost items are replaced at full cost to the employee. Alterations to the initial issue of work clothes and uniforms which are required for size will be at no cost to the employee:

5 shirts, 5 pants and 2 hooded sweatshirts (full-time employees)

3 shirts, 3 pants and 1 hooded sweatshirt (part-time employees)

(The above will be replaced as wear and tear warrants)

In addition, employees will receive:

1 winter parka every 2 years

1 rain/summer jacket every 2 years

(excluding Cabin Services)

4 pair summer gloves per year

(excluding Cabin Services)

4 pair winter gloves per year

(excluding Cabin Services)

2 safety vests (replaced as needed)

1 winter cap

1 summer cap

1 set hearing protectors

1 set knee pads - ramp

(Upon request for Cabin Services)

21.04 Locker/Storage Facilities - Employees will be provided with individual secure storage space for safe keeping of personal effects and work clothes. Pad locks not provided.

21.05 Parking - Parking will be arranged by the Company at no cost to employees.

21.06 Copies of Agreement - As soon as practical, the Company and Union will prepare a final draft of this Agreement, will agree upon the arrangements necessary for its printing at a Union Shop and the distribution of the printed Agreement. The Union will be responsible for the typing of the final draft. The costs of printing and translation for this Agreement will be shared between the Company and the Union. All employees and all levels of Management concerned will be given a copy of the printed Agreement.

21.07 Human Rights - Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the Officers or

Agents acting on their behalf, with respect to terms or conditions of employment on the grounds of sex, race, colour, nationality, ancestry, place of origin, a language ability which is not bona fide, family status, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal. The Company further commits that no employee will be unlawfully interfered with, coerced or discriminated against by the Company, its officers or agents, because of lawful activity on behalf of the Union.

21.07.01 Sexual / Racial Harassment - The Company and Union recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation. For the purposes of this Agreement, "harassment" means any conduct, comment or gesture of racial or sexual nature or connotation which is:

- unwanted or may reasonably be considered as unwanted; and
- offensive, humiliating, abusive, threatening, repetitive or which has adverse effects on an individual's employment.

Complaints and/or grievances involving allegations of sexual or racial harassment will be handled with all possible confidentiality.

No reprisal shall be made against an employee because they filed a complaint of harassment except where a false charge has been made with malicious intent.

21.07.02 The Company agrees to provide the names of managers on duty that are trained in CPR.

Article 22 - Personal Days

22.01 An employee who has successfully completed 3 months period will be credited with five (5) personal days per calendar year of which they will be paid.

22.02 An employee who has successfully completed 12 months period will be credited with six (6) personal days per calendar year of which they will be paid.

22.03 Personal days allowance shall be calculated on an annual basis (January 1st to December 31st).

22.04 Employees who do not use the full personal hours allowance in the current year shall be paid the balance on the first pay of the New Year in January on the following year.

22.05 The Company reserves the right to request proof or a doctor's certificate for days taken beyond the personal days/hours allowance in which case the doctor's note fee will be reimbursed.

22.06 The applicable pay for Personal Days will be the employee's regular rate of pay in effect at the time the personal day is taken.

Article 23 – Benefits and Insurance Plans

23.01 **Employee Benefit and Insurance Plans** - The Company agrees to provide at no cost to all employees the various Benefit and Insurance Plans currently in place or a replacement Plan providing equal benefits (booklets will be provided).

23.02 Employees who wish to continue their participation in Benefit and Insurance Plans during a Leave of Absence without pay or lay-off may do so, within the time limits of the various Plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such Plans in accordance with arrangements made between the Company and the employee

23.03 Employee Benefits will cease upon the employees last day of work.

ARTICLE 24 - UNION REPRESENTATION

24.01 The Union shall elect its union delegates and inform the Company in writing of their names. Furthermore, the Union shall inform the Company of any subsequent changes, including the addition or withdrawal of any delegate(s). In the event that a Shop Steward is required and there are no scheduled Shop Stewards on shift, the Company will contact the Chief Shop Steward. The Chief Shop Steward will be required to attend and if unable he will coordinate a Shop Steward to attend.

24.02 Matters pertaining to the interpretation, application, or administration of this Agreement shall be discussed and adjusted by the Company and the Negotiations Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only an Officer of the Union shall be present at the meeting with the Company.

24.03 The Company agrees to provide a posting board with a locking glass door and give the keys to the delegates of the Union. Such board shall be exclusively reserved for Union use. The Union shall be entitled to post union notices being of a direct interest for employees at all locations where members of the Union work, in accordance with the *Canada Labor Code*. The Union undertakes to monitor the nature of the notices posted to avoid any improper materials being posted and shall provide the Company with a copy of all notices prior to them being posted.

The Company undertakes to provide an appropriate work space with Internet access and a phone, which shall be used for Local Lodge 1751.

24.04 The Company recognizes that the necessity for performance by a Chief Steward, Shop Steward, and Local Lodge Executive of the functions provided by Article 17 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall inform and get approval from his immediate Manager, such requests will not to be unreasonably denied, and when resuming his regular duties he shall report to the Manager.

24.05 The Company grants one scheduled day per week of time clearance to the Chief Steward for ATS union business.

Should the Chief Shop Steward be required to leave the premises he/she will require management approval.

The shift of the Chief Steward will be given to the general manager of the airport every week.

24.06 The Union Negotiating Committee shall be granted the time off work with pay and conduct the business of negotiating with the Company for a new Collective Agreement.

The Negotiating Committee shall consist of three (3) Members (including the Chief Shop Steward).

24.07 The Company shall release, dependant on operational requirements a maximum of two (2) union delegates plus the chief steward at a time for the purpose of attending meetings of work relations committees. Union delegates shall be paid according to the work shift as provided in their schedules. Where a meeting is held during a holiday of the delegate (e.g. days off), he shall be paid for the duration of the meeting.

The shift will be discussed and agreed to by both parties, between the General Chairperson and the General Manager for the station.

24.08 The Company shall grant an unpaid leave for union business simultaneously to two (2) union delegates, provided that the Company can reasonably do without the services of the employees in question during the unpaid leave. The request shall be made to the Company in writing at least two weeks before the unpaid leave. The Company shall pay the employee's salary and the Union shall reimburse these amounts to the Company, along with all related costs. These time periods shall not be considered as hours worked for the purpose of overtime.

24.09 The District Chairperson or his/her designate will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

ARTICLE 25 - DURATION OF AGREEMENT

25.01 This Agreement is effective on **December 16, 2019** and will continue in full force and effect until **December 15, 2022** and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month-to-month unless notification, in writing, to reopen the Agreement, is served by either party not more than ninety (90) days prior to the expiry date, or any

continuation of expiry date, on a month-to-month basis, subject always to Article 25.02.

25.02 This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no Agreement has been reached. All increases, premiums, etc. are for existing employees as of the date of ratification.

IN WITNESS WHEREOF the parties have executed and SIGNED this Agreement
at:

MONTREAL, QUEBEC this 16th day of December, 2019.

For the Company ATS:

For the Union IAMAW:

Bill Brown

Peter Tsoukalas

Denny Bertelli

Ali Kareem

Javeed Intwala

Henry Landry

Pierre Herrbach

Kenny Thomas-Rose

Letter of Understanding # 1

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
MULTI-EMPLOYER PENSION PLAN**

1. Commencing with the first (1st) day of Jan 2020, and for the duration of this Collective Agreement,

The Union and the Company shall choose from the following options and indicate their agreement by checking the appropriate boxes:

A. Company Contributions

The Company agrees to make payments to the International Association of Machinists and Aerospace Workers Multi-Employer Pension Fund (the "Pension Fund") for each employee performing work in a job classification covered by this Collective Agreement, as follows:

- (a) For each pay period, an amount equal to **.10c per hour** for which an employee worked. *This is for regular hours worked only.*

OR

- (b) For each pay period, an amount equal to _____ % of Applicable Wages.

AND

B. Employee Contributions

Each Employee shall make payments to the International Association of Machinists and Aerospace Workers Multi-Employer Pension Fund (the "Pension Fund"), as follows:

- (a) For each pay period, an amount equal to **.10c per hour** for which an employee worked. *This is for regular hours worked only.*

OR

- (c) For each pay period, an amount equal to _____ % of Applicable Wages.

2. For the purpose of this Article, including section 1(a), each hour paid for, as well as hours of paid holidays and other hours for which pay is received

by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.

3. “Applicable Wages” means the basic straight time wages for all hours worked and in addition;
 - (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and
4. Contributions for a new, temporary, probationary, part-time and full-time employees are payable from the first day of employment.
5. The Company and Union further agree as follows:
 - (a) The payments to the Pension Fund shall be made to the International Association of Machinists and Aerospace Workers Multi-Employer Pension Fund which was established in Canada pursuant to a Trust Agreement dated January 1, 2013 and has been signed by the Company and the Union.
 - (b) The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the applicable pension benefits legislation and the *Income Tax Act* (“ITA”) so as to enable the Company at all times to treat contributions the Pension Fund as a deduction for Federal income tax purposes.
 - (c) All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.

- (d) If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the Contributions, including reasonable legal fees and arbitration expenses.
6. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the Trustees of the International Association of Machinists and Aerospace Workers Multi-Employer Pension Fund. Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.
7. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.
8. This obligation to contribute covers plants or terminals located at:

(Street)

(City)

(Province & Postal Code)

Dated this _____ day of _____,

Authorized Officer for the Company

Authorized Officer for the Union