

# COLLECTIVE AGREEMENT

NO. 3

between

MENZIES AVIATION (CANADA) LTD. - OTTAWA  
(The "Company")



and

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE WORKERS



Represented by:

DISTRICT LODGE 140 & LOCAL LODGE 2413  
(The "Union")

FEBRUARY 10, 2022 - FEBRUARY 9, 2024

# 15280-03

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## ARTICLE 1 - PURPOSE

- 1.01 This agreement is made and entered into by and between Menzies Aviation (Canada) Ltd., hereinafter referred to as the “Company” and the International Association of Machinists and Aerospace Workers (IAM&AW), District Lodge 140 & Local Lodge 2413, hereinafter referred to as the “Union.”
- 1.02 The purpose of this Agreement is to define the relationship between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, to secure the efficient operation of the Company’s business without interference or disruption of work, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

## ARTICLE 2 - RECOGNITION

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees of Menzies Aviation (Canada) Ltd., at the Ottawa/ MacDonal-Cartier International Airport in the province of Ontario, excluding office, clerical and sales staff, supervisors and those above the rank of supervisor. (CIRB File File **034177-C**).
- 2.02 **Employee** – means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.

- 2.03 **Status** – means the status of full-time or part-time employment.
- 2.04 Should any part or provision of this Agreement be rendered invalid by reason of legislation enacted by the Government of Canada, such invalidation of any part of the provisions of this Agreement will not invalidate the remaining portions thereof, and they will remain in full force and effect.
- 2.05 **Union** – means the International Association of Machinists and Aerospace Workers (IAM&AW), represented by Transportation District Lodge 140 and Local Lodge 2413.
- 2.06 Employees who are not members of the bargaining unit covered by this Collective Agreement, shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by this Agreement.

Supervisors may perform bargaining unit work on an emergency and training basis only. The use of supervisors shall not result in the layoff of a regular or part-time employee nor shall it result in the reduction of hours for members of the bargaining unit or a loss of overtime for employees already on shift.

## **ARTICLE 3 - RIGHTS OF MANAGEMENT**

3.01 Subject to those specific limitations expressly contained in this agreement, all rights and prerogatives of management are retained by the Company and are the exclusive responsibility of the Company. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:

- a) Maintain order, discipline and efficiency; make, alter and enforce rules, regulations, policies and practices to be observed by the employees; discipline or discharge employees in accordance with the terms of this agreement.
- b) Select and hire, assign, appoint, promote, demote, suspend, lay-off, recall, schedule and classify employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the bargaining unit; to operate and manage the undertaking in all respects in order to satisfy its commitments and objectives.
- c) Determine the extent of its operations and their commencement, expansion, curtailment or discontinuance; to determine the nature and kind of business to be conducted.

3.02 All matters concerning the operation of the Company not specifically dealt with herein shall be reserved to the Company and shall be its sole

and exclusive responsibility.

3.03 The Company agrees that its exclusive functions set out herein shall not be exercised in a manner which is inconsistent with the provisions of this Agreement.

3.04 a) The Company agrees to give a written notice seven (7) calendar days before it intends to make any change in written Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union. The Union acknowledges that it has been provided with a list of existing Rules and Regulations which are presently in force and which appear in Annex "A" of the present collective bargaining agreement.

b) The Company agrees to be fair and reasonable in the administration and interpretation of the provisions of 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 and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.

- 4.02 a) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied on the basis of any prohibited ground under the applicable human rights legislation.
- b) New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent to the Secretary-Treasurer of the Local Lodge forthwith.
- c) At the earliest opportunity, the employee's immediate supervisor shall introduce the new employee to his/her Chief Steward or designee. Where more than one employee has been hired in a period of time the meeting will include all new hires. The meeting shall not exceed 30 minutes in length. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.
- 4.03 The Company agrees that all employees covered by this agreement shall have monthly dues



deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees. The deduction will be split evenly over each pay period per month.

- 4.04 The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to Transportation District Lodge 140 of the Union by the fifteenth (15th) day of each month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.
- 4.05 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such pay period.
- 4.06 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.

- 4.07 Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.
- 4.08 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;
- a) All monthly dues for members to be submitted in order of hire date, **with first name, last name**, classification, hourly rate, **total hours**, dues deducted **in each pay period**, and employment status;
  - b) The Company further agrees that it will supply all such information **in an excel format**, by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.
- 4.09 The Company will show the amount of the dues deducted on T-4 slips issued to employees.
- 4.10 When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names, **mailing address, email address, telephone numbers** and wage rates.

- 4.11 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

## **ARTICLE 5 - STRIKES AND LOCK-OUTS**

- 5.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employee shall take part in or call or encourage any strike, sit-down, slow-down, suspension of work or any other collective action against the Company which shall in any way affect the operations of the Company, nor shall the Company or any of its officers or officials engage in any lockout of employees.

## **ARTICLE 6 - NO DISCRIMINATION**

- 6.01 The parties agree that there shall be no discrimination or harassment against any employee by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, union membership or non membership, nor for any other reason which is prohibited by the Canadian Human Rights Act, **or the Canada Labour Code**. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination

and harassment.

### Bullying and Harassment:

Bullying and harassment are often described as a course of comment or conduct that is known, or ought reasonably to be known, to be unwelcome. The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

- 6.02 The Company and the Union will not condone harassment in the workplace and will cooperate to maintain a harassment free workplace. The Company agrees to train all new hires and supervisors with an anti-harassment training course.

### Complaint Resolution – Discrimination or Harassment:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- a) Tell the person involved as soon as possible how he/she feels and request that they stop

the conduct found offensive.

- b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Supervisor or Manager. In the event that local management is unable to rectify the situation satisfactorily, the incident will be forwarded to the Director of Human Resources. Every attempt will be made by the Company to deal with and rectify the complaint at the local level, failing which, the Union Chief Steward, Union Steward, or the General Chairperson of District Lodge 140 will be notified.
- c) The parties will review the complaint and where warranted, will strike a committee and carry out a joint investigation.
- d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case by case basis but with no less than one member each.
- e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) working days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written

complaint.

- f) All matters brought before the committee will be dealt with the utmost confidentiality.
- g) Any complaint not resolved through this process may be addressed by the Union or the complainant pursuant to the grievance procedure.
- h) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.

6.03 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.

6.04 No employee shall be discriminated against by the Company nor suffer any loss of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.

6.05 Where the word "he" is used in this Collective Agreement, it also means "she".

## **ARTICLE 7 - SPECIFIC PERFORMANCE**

- 7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 7.02 Subsidiary agreements reached between the parties are to be recorded in writing and these agreements shall become conditions and shall remain in effect until amended or terminated in the manner prescribed in this Agreement.

## **ARTICLE 8 - UNION REPRESENTATION & SAFETY**

- 8.01 The Union shall name a Shop Committee of not more than three (3) members, one of which should be from the grooming department. The Union shall submit their names to the Company in writing.
- 8.02 The parties agree to have quarterly labour relations meetings with the Shop Committee on Company time, if necessary. The necessity for such meeting shall be identified by either party submitting an agenda of matters to be discussed. The General Chairperson of District 140 may be present at the meeting with the Company.
- 8.03 The Union shall designate and the Company shall recognize a Chief Steward and Stewards. The Union shall also designate Alternate Steward(s) and the Company will recognize the

Alternate Steward(s) in the absence of regular Stewards. The Union will endeavour to appoint employees who are on different shifts as its stewards so that a steward is available to assist employees when required. The Company shall be kept informed of the name of each Union Steward and the shift for which he has responsibility.

- 8.04 The Company recognizes that the necessity for performance by a Steward of the functions described in Article 9 hereof for settlement of a complaint or grievance which can commonly arise during his regularly scheduled working hours and agrees that, within reason and without an adverse effect on the operation, 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, the Steward shall obtain permission of his immediate Supervisor, such permission will not to be unreasonably withheld. He shall report to the Supervisor when resuming his regular duties.
- 8.05 The Company agrees to recognize a Bargaining Committee consisting of three (3) Union Stewards for the purpose of negotiating the renewal of this Collective Agreement. A Union Negotiating Committee member who is scheduled to work shall be granted time off with pay necessary to conduct direct negotiations with the Company for a new Collective Agreement.



- 8.06 Any time consumed on union business or activities that has been authorized by the Company or agreed to under this Collective Agreement, excluding Articles 8.00 & 9.00 will be paid by the Company and charged to Local Lodge 2413, plus a 10% administration fee. The Local Lodge will provide the Company with the respective time clearance request and will reimburse the Company by month end.
- 8.07 The Chief Steward shall have super seniority for the purposes of lay-off only and shall work a shift that allows access to the greatest number of employees while still being accessible to Management, the times of which shall be mutually agreed. Such agreement shall not be unreasonably withheld. Such shift shall be based on 40 hours pay per week. **The Chief Steward shall be released on the first Tuesday of each month with pay to attend the monthly meeting of IAM Local 2413.**
- 8.08 Prior to effecting any schedule change, management shall give the Union Schedule Committee an opportunity to present their views of any such proposed changes prior to management making its' final decision. After every new training class the new hires work schedules shall be posted. The Union shall keep the Company informed of the two (2) employees who make up the Union Schedule Committee.

## 8.08 Health and Safety

- a) The Company will take all necessary precautions to maintain healthy and safe conditions at all work places. Health and Safety matters are important and all employees and Company personnel have an obligation to perform their work in a safe manner and 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.
  
- b) A Health and Safety Committee, consisting of at least one (1) member appointed by the Company and at least three (3) members appointed by the Union will be established in the base. The Committee will meet as required to fulfil 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 the employees.
  
- c) The Union Health and Safety Committee Members are entitled to such 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.

- d) Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing, 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.
  
- e) Hazardous Material – The Employer will ensure employees receive annual training in the handling of dangerous goods. All applicable Material Safety Data Sheets will be kept current and made available to employees.
  
- f) Bomb Threat – The Employer will not require employees to participate in searches of equipment, property or premises of the Employer or one of their contracts, in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Employer shall inform the employees that a bomb threat has been reported before requesting the employee to search or service any equipment, property or premises as indicated above.

- g) First Aid – Minimum first aid coverage will be provided in accordance with the Canada Labour Code. The cost of providing first aid training to meet these minimums will be paid by the Employer. The employer shall ensure that all supervisors, Health & Safety Committee Members and Leads receive training.
  
- h) The Company shall provide the Health and Safety Committee with annual training that meets the prescribed requirements. The provider of the training shall be mutually agreed.
  
- i) **The Company shall ensure that it maintains an adequate supply of PPE in stock to ensure all workers have access to it in the event of an emergency such as an epidemic or a pandemic. The Joint Health and Safety Committee shall audit the inventory of PPE along with the contents in first aid stations on a regular basis.**

## **ARTICLE 9 - COMPLAINTS, GRIEVANCES AND DISPUTES RESOLUTIONS**

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.

## 9.02 Grievance Procedure - First Step

An employee who has cause for complaint shall discuss it with the immediate supervisor and if requested with a Shop Steward (first step grievance procedure hereunder) within seven (7) calendar days of the cause of complaint or right to grieve shall be deemed waived.

9.03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend. Should the employee not receive satisfaction from his supervisor in regards to the complaint, he may state his grievance in writing on the appropriate form and the Chief Steward or Shop Steward will present it to the Supervisor.

The Company will render their decision within seven (7) calendar days.

## 9.04 Grievance Procedure - Second Step

Should an employee not receive satisfaction from his supervisor in regard to a complaint made pursuant to Section 9.03 above, within seven (7) calendar days, the Chief Steward or Shop Steward shall meet with the Station Manager or his designee to attempt to adjust the grievance. Within seven (7) calendar days following this meeting, the Station Manager or his designee shall deliver to the Union his answer in writing.

#### 9.05 Grievance Procedure - Third Step

Should the decision made at Step 2 be unsatisfactory the Union may appeal to the Company's Labour Relations Department within seven (7) calendar days. Within seven (7) calendar days, the Human Resource Manager shall meet with the Chief Steward or his designee and General Chairperson to discuss the matter. The Human Resource Manager shall deliver to the Union his/her answer in writing to the Union within seven (7) calendar days, following the meeting.

#### 9.06 Settlements Relating to Classifications

Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in the Second Step, as provided by Sections 9.04 & 9.05 unless some other date shall be agreed to in the settlement.

9.07 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.

#### 9.08 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a

grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within **fourteen (14)** calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.

- 9.09 Within seven (7) calendar days, all employees, excluding probationers shall be given written reasons for discipline or dismissal and copies shall be supplied to the Union.
- 9.10 Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Steward at a place designated by the Company. The Company shall not discipline or dismiss employees except for just cause.
- a) Prior to any suspension or discharge, except in the case of physical violence, immediate safety hazard, theft or complete insubordination, as a result of damage to aircraft or equipment, assault or sexual assault, inappropriate verbal, written or physical contact with other employees, company customers or regulatory bodies, the Company agrees to meet with the Union and discuss the matter.
  - b) When disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service,

**with** pay pending investigation for a maximum of four (4) days to provide the Company with sufficient time to investigate and consider all facts. Nothing in this clause shall be construed to prevent the Company from suspending an employee with pay, pending a hearing.

- 9.11 An employee with seniority who feels that he has been unjustly suspended or dismissed may present a grievance and the same shall be entered at the Third Step of the Grievance Procedure provided by Article 9.05 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.
- 9.12 Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.
- 9.13 a) An employee must be advised of any written report on his personnel file and shall have the right to reply within seven (7) calendar days to such written report. Such reply shall become a part of the employee's personnel file so long as such written reports remain in the file. The Chief Steward will be copied on all such correspondence. Employees shall



have the right to see their personnel file upon request with reasonable advance notice.

b) Observation complaints, memorandums, reminders, etc. issued to an employee in connection with his work performance shall not become part of the employee's disciplinary record.

9.14 Employees who achieve twelve (12) months of service, discipline free, will have any previous discipline removed from their record. However, discipline assessed as a result of damage to aircraft or equipment, assault or sexual assault, inappropriate verbal, written or physical contact with other employees, company customers or regulatory bodies will not be removed until twenty-four (24) months of discipline free service is achieved.

## **ARTICLE 10 - ARBITRATION**

10.01 Any matter or question arising from the interpretation, application, administration or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.

- 10.03 Within fifteen (15) calendar days after notice of intent to arbitrate has been given as provided in Section 9.08 hereof, the Company and the Union shall attempt to jointly name an arbitrator. No person shall be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an arbitrator within seven (7) calendar days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an arbitrator.
- 10.06 Such arbitrator shall not have any authority to add, subtract, alter, amend or extend the provisions of the agreement. However, such arbitrator in cases of employment suspension, discipline or dismissal shall have the right to uphold, amend or rescind the Company's decision if he finds them unjustified.
- 10.07 The proceedings of the arbitration shall be expedited by the parties hereto.
- 10.08 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fourteen (14) calendar days after receipt of the award, or any other timeline as mutually agreed

upon.

10.09 The parties shall each pay one-half of the expenses of the arbitrator.

10.10 **Expedited Arbitration**

**The parties agree for the life of this Collective Agreement to utilize an expedited arbitration process as follows:**

**Any grievance arising between the parties which have not been satisfactorily settled under the provisions of Article 9, will be referred to expedited arbitration, except grievances in the nature of the following, which will follow the single format under Article 10:**

- a) Policy grievances;**
- b) Grievances requiring substantial interpretation of a provision of the Collective Agreement;**
- c) Grievances requiring presentation of extrinsic evidence related to the interpretation of the Collective Agreement;**
- d) Grievance arising from Duty to Accommodate; and,**
- e) Grievances mutually agreed by both parties to be referred to standard formal**

**arbitration.**

- 1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year.**
- 2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) weeks' notice of cancellation will be provided to the Arbitrator and the date(s) will be re-scheduled.**
- 3. The expedited arbitrators shall consist of the following:**
  - Ian Anderson**
  - Joseph Carrier**
  - Tom Hodges**

**The arbitrators will remain in place for the life of this Agreement unless mutually agreed to by the parties.**

- 4. The parties shall equally share the fees and expenses of the arbitrator. Costs and allowances payable to witnesses shall be paid by the party calling such witnesses.**
- 5. Prior to rendering a decision, the arbitrator may at any time during the proceeding, assist the parties in mediating a resolution to the grievance.**

- 6. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under Article 9, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.**
- 7. Grievances shall be heard on a "first in, first out" basis, unless otherwise agreed.**
- 8. For every grievance on the agenda, the parties shall prepare a brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.**
- 9 Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date.**

**Notwithstanding the foregoing, the receiving party will have the option to proceed as scheduled if they so desire or defer the matter to the next hearing date. The party failing to exchange the brief within seven (7) day's hearing will have no further rights to adjourn or defer the matter.**

**Receiving party here refers to the party who receives the brief late (i.e., after the deadline which is 7 days prior to the scheduled hearing date).**

- 10. The parties will use all means possible to keep proceedings simple. As such there will be no reliance on legal authorities to support arguments except with respect to generally accepted labour law principles.**
- 11. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request unless otherwise agreed.**
- 12. The written decision shall be issued to the parties within fourteen (14) calendar days of the hearing.**
- 13 Decisions rendered by the arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing.**

**Decisions will be final and binding and not subject to appeal.**

**14. In the event of a conflict between any provision of this Agreement and the Collective Agreement, this Agreement shall prevail with respect to the subject matter of the conflict.**

## **ARTICLE 11 - PROBATION**

11.01 Employees who come within the scope of this Collective Agreement shall be on probation for their first **one hundred twenty (120)** calendar days since their last date of hire during which the Company will assess whether a new employee, who has been evaluated, is suitable to be retained and, if so, where in the Company's operations he may best be employed. It is understood that such new employee, who sees his employment terminated during the probationary period for just cause, is not entitled to the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire which is the first day of training or first date of work for which an employee is paid. The discharge or termination of a probationary employee shall be in the sole discretion of the employer provided such discharge or termination is not for reasons which are arbitrary, capricious or discriminatory. For employees hired on the same day the procedure as per Article 12.07 will be followed.

- 11.02 An employee transferring from one classification to another will be required to serve a trial period of **forty-five (45)** days worked in his new position. This trial period is to provide the Company time to evaluate the employee's suitability in the new classification. **The employee can return to his old classification and schedule within a period of 30 days. Anything longer than 30 days will put the employees previous schedule in jeopardy as the employer will retain the right to fill the schedule and position. If the employee returns to the previous classification between 31-45 days, they will be provided with what ever hours are available at the time and won't be able to select a new schedule until the next series of shift bids.**
- 11.03 Any person re-employed by the Company after having separated from its employment shall, when re-employed again, be a probationary employee as herein provided. A laid-off employee who retains seniority, as provided by Article 13.00 hereof, or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.



## ARTICLE 12 - SENIORITY

### 12.01 Definition

- a) Seniority for all employees shall be defined as the length of continuous service with the Company since last date of hire.
- b) The Company will prepare and maintain a seniority list, revise and publish it at 2 month intervals on the Company's information system. A copy shall be supplied to the Chief Steward and to the Local or District Union office upon request.

12.02 The seniority list of all employees presently in the bargaining unit has been agreed to by both parties and may not be modified except as provided for in this article.

12.03 It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have thirty (30) calendar days from the first day of posting to notify the Company for the purpose of having the seniority list corrected after which time, failing correction of the list to the employee's satisfaction, the employee may file a grievance. Employees on vacation leave and those on Leave of Absence at the time of posting will have fourteen (14) calendar days from their return to work to seek corrections.

- 12.04 a) In the event of a lay off employees may revert to another position according to their company seniority, providing they are qualified and meet the skill requirements of the new position.
- b) Seniority shall govern:
- i) Retention as a result of lay-off.
  - ii) In the event of a lay-off, bumping privileges from their existing classification to any classification for which they are deemed to be qualified.
  - iii) **Recall following lay-off.**
  - iv) Bidding on vacancies for which they are deemed to be qualified.
  - v) Shift bidding purposes.
  - vi) Vacation bidding purposes.

12.05 Termination of seniority and employment

An employee's employment and seniority shall both terminate when an employee:

- a) voluntarily terminates his employment;
- b) is discharged for cause and subsequently not re-instated pursuant to the grievance and arbitration provisions of this agreement;

- c) retires, with or without a pension;
- d) fails to report for work after termination of leave of absence without a reasonable excuse;
- e) uses a leave of absence for a purpose different from the purpose for which it was granted;
- f) is absent for three (3) consecutive days without notifying the Company of such absence and without providing satisfactory reason to the Company, except when circumstances beyond the employee's control make it impossible to give such notice;
- g) is absent due to a lay-off for a period of **two (2) years.**
- h) fails to report to the Company after being recalled from layoff within seven (7) calendar days of receipt of notice of recall in line with Article 13.04. Such notices to be sent by registered mail to the employee's last known address with the Company.
- i) **Employees will only be offered a recall position one (1) time by the Company, if the employee refuses to return or is a no show the Company will remove them from the layoff recall list. Full-Time employees shall be able to refuse Part-**

**Time recall without affecting their Full-Time recall rights. Part-Time employees shall be able to refuse Full-Time recall without affecting their Part-Time recall rights.**

12.06 An employee taking a position performing temporary functions with the Employer outside the scope of this agreement will retain his seniority for a period of six (6) months from the date of the commencement of the non-bargaining unit position. If the employee has not returned to a position in the bargaining unit prior to the expiration of the six (6) month period they will lose all accrued seniority.

12.07 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 in the presence of the Chief Steward. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If the Chief Steward cannot be present, any steward can witness the draw. Union membership applications will be given out as part of the hiring package. The Company shall mail these completed application forms to the

union office at the end of each month.

## **ARTICLE 13 - LAY-OFF AND RECALL**

13.01 Should any circumstance including fire, flood, explosion, Act of God, work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the workforce, the employees affected thereby shall be laid-off according to Article 12.04 with forty-eight (48) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled according to Article 12.04.

13.02 Lay-Off:

a) Lay-off shall be defined to be a reduction in the number of employees, or a change in status from full-time to part-time. Lay-offs will be in inverse order of seniority.

**i) In the event of lay-off, except those listed in Article 13.01, employees shall be provided with 14 days notice or pay in lieu of notice if the 14 days is not provided.**

**ii) The Company will provide 16 weeks notice when laying off or terminating 50 plus employees or pay in lieu of any portion of the 16 weeks that is not provided. The Company will**

**immediately form a Joint Planning Committee (JPC), which shall meet in accordance with the Canada Labour Code to develop an adjustment plan for the redundant employees. JPC members shall be paid for their time spent on committee business with the guaranteed hours that are spelled out in this CBA. A statement of benefits shall be produced and made available to the JPC for review. A statement of benefits shall be provided to the employees at the earliest opportunity.**

- b) On receipt of notice outlined in (a) the Employee will have the following options:
  - i) The Employee may advise the Company in writing, within three (3) days of receipt of the notice of layoff, with a copy to the Chief Steward, that he wishes to exercise his seniority by displacing a less senior employee providing they are qualified and meet the skill requirements of the new position; or
  - ii) The employee may take lay-off status with a right of recall for two (2) years.
- c) The Company agrees when practicable, 14 days prior to the notice of layoff to meet the Union in the event of a lay-off to discuss displacement rights in each job classification.

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

13.03 It is not the intent of the Company to reduce full-time positions in favour of part-time positions except to accommodate scheduling and operational requirements.

13.04 Recall:

- a) If a vacancy or subsequent expansion of staff occurs, recall from such lay-offs shall be according to Article 12.04,
- b) Recall shall be by registered mail or courier to the address last filed by the employee with the Employer. The Chief Steward shall receive a copy of each letter of recall. A laid-off employee must keep the Company and Union informed of any change of address. The employee must return to work within seven (7) days from the receipt of notice, unless he can substantiate by medical evidence that he was unable to return because of illness or accident or provides a reasonable excuse to the Company for his failure to return. Failure to return to work within seven (7) day period or provide the medical evidence will result in termination of employment.

### 13.05 Displacement Rights

- a) In the event of a lay-off, it is agreed that an employee with seniority should it be sufficient, may apply to bump the most junior employee in another classification providing they are qualified and meet the skill requirements of the new position in accordance with Article 12.04. Such an employee shall be paid in accordance with the pay scale applicable to his/her seniority. (Example: Level 2 ramp equals level 2 Grooming).

## **ARTICLE 14 - LEAVE OF ABSENCE**

### 14.01 Voluntary:

- a) When the requirements of the Company permit and upon successful completion of the probationary period, a leave of absence without pay may be considered by the Company upon two (2) weeks written notice except in special circumstances for a period not exceeding ninety (90) calendar days. Requests for leaves of absence will be considered by the Company in order of seniority among those requesting a leave at the time of granting such leave when granted shall be without loss of accrued seniority. The employee will not accumulate service for purposes of pay progression, vacation or sick leave after 30 calendar days, unless by mutual agreement between Company and Union.



- b) The granting of such personal leave is at the sole discretion of the Company. The employee may maintain insured benefit coverage by paying the employees cost of the premium. After 30 calendar days, the employee may maintain insured benefit coverage by paying 100% of the cost of the premium.
- c) The Company shall give its written reply within ten (10) calendar days of receipt of a request and shall copy the Chief Steward with its decision. Such leave cannot be cancelled unless by mutual agreement.

#### 14.02 Union:

Upon at least seven (7) days written request from the Union, the Company shall not unreasonably deny a leave of absence, with pay, to officials of the Union or their delegates for such transaction of Union business provided that such leaves of absence shall not exceed an aggregate of sixty (60) days in any calendar year for any such employee and provided the efficient operating of the Company is not compromised. In any event, such leave of absence shall be restricted at anyone time to a maximum of three (3) employees. The duration of such Union leave of absence shall not exceed one (1) week at any given time, unless mutually agreed upon.

#### 14.03 Maternity leave: The Company will comply with the requirements as detailed in the *Canada*

*Labour code.*

14.04 Parental Leave: The Company will comply with the requirements as detailed in the *Canada Labour code*.

14.05 Adoption Leave: The Company will comply with the requirements as detailed in the *Canada Labour code*.

14.06 Compassionate Care Leave: The Company will comply with the requirements as detailed in the *Canada Labour Code*.

a) In the event of a serious illness or injury requiring doctor's care or hospitalization affecting the employee's immediate family, the employee will be granted up to four (4) consecutive days off without pay. The Employer may require proof of the circumstances from the employee.

14.07 Bereavement Leave

When a death occurs in the immediate family of an employee, the employee shall be entitled to paid bereavement leave as follows:

a) Death of spouse or child – on any of his normal working days that occur during the seven (7) calendar days up to a maximum of forty (40) hours, immediately following the day of death;



- e) Immediate family means: Legal spouse or common-law partner, same sex partner, child, spouse's/partner's child, mother/step mother, father/step father, sister, brother, mother-in-law/mother of partner, father-in-law/father of partner, employee's grandparents, employee's grandchildren or any relative of the employee who permanently is with the employee or with whom the employee permanently resides. Brother in law and Sister in law of the employee shall be included for the day of the funeral only.
- f) The employee will not be paid for this time if they have not completed three (3) consecutive months of employment with the Company.

#### 14.08 Jury Duty and Crown Witness

- a) Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty for any day on which they are scheduled to work;
- b) Employees who must appear in court for reasons other than those mentioned in (a) shall be granted leave of absence without pay provided they supply the proof of service requiring such attendance.







## 17.02 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 in Airline Schedules. However, the Company and the Union Committee will endeavour to prepare shift schedules to the best mutual advantages for each department. The Company will review the schedule with the Union Chief Steward prior to posting the schedule (as per Article 8.08).
- b) Shift schedules may be developed with various day on/day off combinations.
- c) With the exception of (d), all scheduled shifts will contain a period of not less than eight (8) consecutive hours off duty between scheduled shifts. This does not apply to additional hours of work which may become available from time to time.
- d) Split shifts will be permitted on a voluntary basis (other option: two part-time shifts). The Company further commits to maintain or utilize as minimal split shifts as possible. Shifts which are split shall have not more than one split per day.
- e) Single shifts must be paid a minimum of three (3) hours, with the understanding that shifts would be scheduled for four (4) hours as per 17:01 (c).



### 17.03 Shift Bidding

Employees will be entitled to bid on seasonal shift schedule changes in accordance with the following principles:

- a) Employees will be given at least ten (10) days notice of a new shift bid, whenever possible. The new shift bid will be posted for ten (10) days prior to the bid. The new shift schedule will be posted at least five (5) days prior to implementation of the new shift schedule.
- b) Full and Part-time employees will bid on shift schedules in order of seniority in a classification providing they are qualified and meet the skill requirements of the new position.
  - i) Full-time employees will be offered full-time shift schedules in order of seniority providing they are qualified and meet the skill requirements of the new position;
  - ii) Part-time employees will be offered part-time shift schedules in order of seniority providing they are qualified and meet the skill requirements of the new position;
- c) The Company shall not alter an employee's scheduled days off unless it is operationally necessary. Except in cases of highly unusual circumstances including fleet grounding,

aircraft accidents and terrorism, the employee will be given three (3) days notice in writing with a copy to the Union.

- d) Any full-time employee wishing to down grade to a part-time schedule will do so in order of seniority on the part-time list (i.e. A full-time employee with five (5) years seniority will bid on a part-time shift after a part-time employee with six (6) years seniority but before a part-time employee with four (4) years seniority);

#### 17.04 Shift Trades

Employees may arrange, at any time, for another employee to work their shift subject to the following:

- a) Shift trades and shift giveaways may only be done in writing with the approval of management which shall not be unreasonably withheld as long as the employee(s) are qualified and capable of performing the work. Written notice of trade & giveaway must be made at least twenty-four (24) hours in advance. Shift trades must be made within the pay period. Once a shift trade or a shift giveaway is approved, the employee accepts full responsibility for the new shift. It is understood and agreed that there shall be no additional costs incurred by the Company as a result of the shift trade. Employees cannot give away shifts so that it affects their full-

time employment contract.

- b) The Employer must be given reasonable notice of any shift trade or change.
- c) Shift trades must be in writing and initialled by the parties involved. Once submitted the employee(s) involved shall assume full responsibility for the shift for which they have agreed to work;
- d) The employee who actually works the shift will be paid any applicable overtime subject to paragraph (e);
- e) The Company will not be responsible for overtime that results because of a change of shifts.

#### 17.05 Meal Breaks

**Any employee working** a shift of 5 hours or more will receive a thirty (30) minute unpaid meal break. **An employee once assigned their break shall not have their break interrupted without their consent.** In the event an employee **agrees to have** his/her meal break interrupted due to unexpected operational requirements, he/she shall be paid the thirty (30) minutes at **the overtime rate in addition to the hours of his shift and be put back on lunch at the earliest opportunity.** It is the Company's intent that employees will be provided with a meal break of at least thirty (30) minutes during every five (5)



their wish.

- 18.04 The Company will notify employees of overtime requirements in advance, whenever possible, two (2) hours before the end of shift, and two (2) hours in advance of call-in.
- 18.05 Employees shall be compensated for authorized overtime worked in excess of **8 hours/day** or 40 hours in a week for full time employees and **in excess of 8 hours/day or 32** hours in a week for part time employees as follows:
- a) All authorized overtime will be calculated at time and one-half (1.5).
  - b) For authorized overtime worked on scheduled days off, time and one-half (1.5) shall be paid.
  - c) Overtime does not apply to a shift trade unless the employee works in excess of **the shift**.
- 18.06 An employee who works overtime prior to or following his regular shift in excess of three (3) hours shall be allowed a thirty minute paid meal break.
- 18.07 a) Overtime will be offered to qualified employees, by seniority within the work group (i.e. Lead Agents, Ramp Agents, Lead Groomers, Groomers) on shift that day as equitably as practical.

- b) Priority order for any overtime will be given to those employee's whose names are in the overtime book. Overtime will be offered to employees in the following order:
  - i) Employees currently on shift
  - ii) Employees coming on shift
  - iii) Employees on days off
  
- c) An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours of work at the appropriate overtime rate.

18.08 Except for unforeseen operational emergencies no employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period. The Union will be advised prior to such action to allow time for any alternate arrangements to be made.

18.09 Overtime will be computed and paid or banked to the nearest quarter hour. Any overtime hours worked will be paid out on an employee's regular pay cheque unless otherwise specified by the employee to credit such hours to the time bank.

18.10 Overtime Bank

Employees may at their option "bank" overtime hours for the purpose of taking paid time off according to the following:

- a) Banking will be on the basis of one and one half hours ( $1 \frac{1}{2}$  x hours) banked for each overtime hour worked;
- b) The maximum number of banked overtime hours is eighty (80) at any given time;
- c) Employees may use banked time as additional time off with pay or may be paid for hours banked at the employee's option;
- d) Payment of hours out of the overtime bank will be at the employee's rate of pay at the time the hours were banked, and not at the employee's rate of pay at the time the employee is paid out his banked time as wages or time off;
- e) Banked hours may be taken as paid time off at a time mutually agreeable to the Employer and the employee having regard to the Employer's operational requirements.
- f) Time off requests will be granted to the most senior employee with their request on file when the time off is approved.

## ARTICLE 19 - STATUTORY HOLIDAYS

19.01 The following statutory holidays shall be observed:

New Years Day	Good Friday
Victoria Day	Canada Day
Labour Day	Thanksgiving Day
<b>Day of Truth &amp; Reconciliation</b>	Remembrance Day
Christmas Day	Boxing Day

19.02 Conditions of entitlement for holiday pay and the calculation of holiday pay on the above named holidays are as set out in Sections 199 – 202 of Division V (General Holidays) of the *Canada Labour Code*, R.S.C. 1985, c. L. 2, as amended, as the Employer may fall under the category of “continuous operation.”

Employees shall be compensated for Statutory Holidays as follows:

- a) An employee who is scheduled and thus works on any of the above holidays, shall be paid one and one half ( $1 \frac{1}{2} \times$ ) times his/her regular basic hourly rate for time worked on such holiday in addition to his/her pay.
- b) An employee who is NOT scheduled and thus does not work or is on vacation on any of the above holidays, shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work as per the *Canada Labour*



Code.

- c) An employee who works overtime on any of the above holidays shall be paid one and one half (1 ½ x) times his/her regular basic hourly rate for time worked on such holiday.

## ARTICLE 20 - ANNUAL VACATION

20.01 The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.

### 20.02 Entitlement & Vacation Pay

Continuous Years of Service	Entitlement	Pay
Less than one year	prorated	4%
1 - 5 years	2 weeks	4%
5 - 10 years	3 weeks	6%
<b>10+ years</b>	4 weeks	8%

- a) Vacation pay shall be calculated as a percentage of the gross earnings of the employees during the previous vacation year ending December 31st, less deductions required by law. **Gross earnings includes the previous years' vacation pay.**

- b) Employees who have less than one (1) year continuous service with the Employer as of December 31 of a vacation year shall accrue one (1) day vacation time for each full month of service up to ten (10) days vacation time.

### 20.03 Selection

- a) On November 1st the Company will post a vacation calendar for the benefit of employees. Employees who wish to bid their vacation shall have twenty-one (21) calendar days to register their vacation preference in order of classification seniority. Employees who do not register their choice within this time period may indicate their preference at a later date and will be assigned remaining vacation subject to operational requirements within that vacation year.
- b) The Company will post a vacation schedule not later than December 1st. Once assigned, vacation cannot be changed without mutual consent of the Company and the employee.

### 20.04 Vacation Pay

- a) Employees will receive vacation pay on the payroll cheque corresponding to the date of the commencement of the vacation;
- b) An employee will be paid all vacation pay accrued and owing to him at the time he ceases employment with the Employer;

- c) (Upon request, an employee shall be provided with a record of the gross earnings based on which the vacation pay has been calculated.
- d) The Company will pay out vacation upon the written request of an employee provided the employee forfeits the time off. Payouts can be requested in blocks of one or more weeks to the available maximum, if approved as per the *Canada Labour Code*.

20.05 Extended Vacation – With the approval of the Company

- a) Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by allocating the appropriate number of hours from their overtime bank for this purpose;
- b) Employees taking extended vacation must notify the Employer with 30 days advanced notice.
- c) Employees selecting this option must have the necessary hours in the overtime bank at the time the selection is made. These hours will be removed from the overtime bank at the time the vacation is taken.
- d) Extended vacation will be bid after all regular vacation entitlement and selection is made.

## ARTICLE 21 - BENEFITS AND INSURANCE PLANS

- 21.01 a) The Company agrees to continue to contribute towards the premium cost according to current practices under the existing benefit plan or a comparable plan, subject to the terms and conditions of any such plan including enrolment requirements. The Company agrees to consult with the Union at the District level prior to implementing changes to the current plan. Employees who are enrolled in the plan shall be furnished with copies of an employee's handbook upon enrolment, and upon request, every two years thereafter.
- b) Any claim by an employee for the benefit coverage under the benefit plan is a matter solely between such employee and the insurance carrier and shall not be subject of a grievance or arbitration under the Collective Agreement except:
- i) Where the employee alleges that the employer has failed to pay the premium costs for the benefits plan, or
  - ii) Where the employee alleges that a new plan is not a comparable plan.
- c) Employees on a voluntary leave exceeding 30 calendar days will have the option of continuing their coverage under the effective

benefits plans as per Article 14.01 (b), subject to the terms of the benefit plan and the approval of the benefit carrier. Employees on leaves other than a voluntary leave will have the premiums paid by the employer as if they were an active employee as per the current cost sharing formula for a period of up to twelve (12) months.

#### 21.02 RRSP

The company will contribute on a dollar for dollar amount to a maximum of 3% of the employee's annual wages. Employees who are enrolled in the plan shall be furnished with copies of an employee's handbook upon enrolment, and upon request.

### **ARTICLE 22 - CLASSIFICATION OF EMPLOYEES**

#### 22.01 Lead Ramp

Primary Functions – Lead, direct and work with assigned group to ensure safe and efficient completion of all tasks and assignments. Effective January 1, 2015 Ramp Leads will be required to be properly licensed and qualified to perform the towing of aircraft (does not require a "D" license).

#### Ramp

To provide all necessary and required underwing ground support services as contracted by

the customer to include but not be limited to loading and unloading baggage and cargo, marshalling, water and lavatory servicing. Effective January 1, 2015 employees will be required to be properly licensed and qualified to operate vehicles and equipment airside.

## **Lead Groomer**

Primary Functions – Lead, direct and work with assigned group to ensure safe and efficient completion of all tasks and assignments. Effective January 1, 2015 Groomer Leads will be required to be properly licensed and qualified to operate vehicles and equipment airside.

## **Groomer**

To provide all necessary and required cabin cleaning services as contracted by the customer.

## **Passenger Service Agent**

**Summary: Customer Service professionals, working in a fast-paced airport environment. Providing quality customer service, ticketing, check-in processing and luggage claim handling and service assistance to all travelling customers.**

## **Essential Duties and Responsibilities:**

- **Ensure accuracy of all weight and balance requirements.**

- Promptly handle all customer service complaints with a focus on positive resolution.
- Complete all check-in procedures including the handling of reservations, ticketing, seat assignments, airport announcements and checking for proper international documentation.
- Assist customers with special needs and unaccompanied minors.
- When operating jetways, Passenger Service Agents will be required to work at heights of over 15 feet and be responsible for open/closing aircraft doors.
- Must be able to read and interpret aircraft weight and balance loading instructions, hazardous material identification labels, aircraft loading manifests, and baggage and cargo routing tags.
- Ensure the safe and secure operations in accordance with the highest possible standards of health, safety, security, and all government statutory requirements.
- Required to drive and operate small specialized commercial vehicles at times and as such you will require a valid driver's license with a clear driving record.
- Required to attend the mandatory training imposed by the Company and Airlines as per job role.
- Must be able to move/lift customer luggage with an average weight of 50 pounds, in some cases exceeded 70 pounds.

- **Promote a professional image at all times and comply with company uniform standards.**
- **Other duties as assigned.**
- **Ensures tasks are performed in accordance with the Company and Airline specific procedures and policies.**
- **Required to attend the mandatory training imposed by the Company and Airlines as per job role.**

## **Passenger Service Agent Lead**

**Summary: Lead a team of Passenger Service Agents, working in a fast-paced airport environment. Provide quality customer service, ticketing, check-in processing and luggage claim handling and service assistance to all travelling customers.**

### **Essential Duties and Responsibilities:**

- **Lead a team of Passenger Service Agents.**
- **Ensure accuracy of all weight and balance requirements.**
- **Promptly handle all customer service complaints with a focus on positive resolution.**
- **Complete all check-in procedures including the handling of reservations, ticketing, seat assignments, airport announcements and checking for proper international documentation.**
- **Ensure tasks are performed in accordance with the Company and Airlines specific**



- procedures and policies.
- Assist customers with special needs and unaccompanied minors.
  - When operating jetways, Passenger Service Agents will be required to work at heights of over 15 feet and be responsible for open/closing aircraft doors.
  - Must be able to read and interpret aircraft weight and balance loading instructions, hazardous material identification labels, aircraft loading manifests, and baggage and cargo routing tags.
  - Ensure the safe and secure operations in accordance with the highest possible standards of health, safety, security, and all government statutory requirements.
  - Required to drive and operate small specialized commercial vehicles at times and as such you will require a valid driver's license with a clear driving record.
  - Must be able to move/lift customer luggage with an average weight of 50 pounds, in some cases exceeded 70 pounds.
  - Promote a professional image at all times and comply with company uniform standards
  - Leads by example.
  - Other duties as assigned.
  - Ensures tasks are performed in accordance with the Company and Airline specific procedures and policies.
  - Required to attend the mandatory training imposed by the Company and Airlines as

per job role.

## ARTICLE 23 - UNIFORMS

23.01 All employees shall wear uniforms in such a manner as prescribed by the Company.

23.02 The Company uniform shall consist of:

- 3 pants per year **(Ramp)**
- 2 pants per year **(PAX)**
- 4 shirts per year **(including PAX)**
- 1 Multi-purpose Parka jacket every 2 years **(Ramp Only)**
- 1 **sweater** every 2 years **(including PAX)**
- 1 set of CSA standard hearing protection every year
- 1 safety/reflective vest every year **(including PAX)**
- 1 pair of gloves every year **(including PAX)**
- 1 pair of knee pads every year
- 1 rain jacket per year
- 1 rain pants per year
- 1 snow pants per year

23.03 One complete uniform, or any part thereof, may be purchased per year on a 50/50 cost-shared basis. Any additional uniform pieces will be paid for entirely by employees.

23.04 Safety Footwear – **Upon completion of the probationary period**, the Employer, on receipt of proof of purchase, will reimburse employees the cost of CSA approved safety footwear to a

maximum of **\$150.00** every twelve months.

**PAX Footwear** – Upon completion of the probationary period, the Employer, on receipt of proof of purchase, will reimburse employees the cost of approved black shoes to a maximum of **\$50.00** every twelve months.

## **ARTICLE 24 - SICK DAYS & PERSONAL LEAVE**

- 24.01 Employees are expected to attend at work regularly. When unable to report as scheduled, the employee shall notify the Company on the designated line as much in advance as possible and, in any event, two (2) hours prior to the scheduled start time unless there are extenuating circumstances beyond the control of the employee.
- 24.02 a) Upon ratification, all active employees who have completed their probationary period, shall be entitled to five (5) sick days annually, paid at 100% of their normal daily wages. Employees hired after ratification will earn one (1) sick day for every two months of service to a maximum of 5 days annually, paid at 100% of their normal daily wages.
- b) The Employer may require proper medical authorization to substantiate any absence for paid sick leave of three (3) or more consecutive days but such requests shall not be made in an arbitrary fashion.

- c) In the event any of the sick days referenced in 24.02(a) above are not used by the employee in the calendar year, those unutilized sick days/hours will be paid out in January of the following year at one hundred percent (100%) of the employees regular base wages.
- d) If an employee exhausts their 5 paid sick days and are subsequently ill for two (2) or more consecutive days, they may be required to provide proper medical authorization.

#### 24.02 Personal Leave

- a) **Every employee is entitled to and shall be granted a leave of absence from employment of up to five days in every calendar year for;**
  - i) **treating their illness or injury;**
  - ii) **carrying out responsibilities related to the health or care of any of their family members;**
  - iii) **carrying out responsibilities related to the education of any of their family members who are under 18 years of age;**
  - iv) **addressing any urgent matter concerning themselves or their family members;**

v) attending their citizenship ceremony under the *Citizenship Act*; and

vi) any other reason prescribed by regulation.

b) Leave with Pay

If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first three days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.

c) Division of Leave

The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration.

d) Documentation

The employer may, in writing and no later than 15 days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

## **ARTICLE 25 - PAY CHEQUE**

- 25.01 Effective the date of ratification of this Collective Agreement, all employees will be paid every second Thursday via direct deposit.
- 25.02 The payment shall include all earnings up to and including the previous Saturday. Pay slips (electronic or otherwise) will be available on payday.
- 25.03 Pay slips will include a statement of all wages and deductions made for the pay period. The Employee's statement shall include the number of hours worked and the overtime pay shall be listed separately from straight time.
- 25.04 Errors in pay cheques shall be handled in the following manner:

Forms are available for errors on pay cheques. Employees are to complete the form as soon as possible and submit it to the office. In the event an error of fifty dollars (\$50.00) or more is made to an employee's pay, it shall be promptly corrected by issuing a separate electronic wire transfer to cover any such error. Such payment shall be issued within three business days. The Company will reimburse any fees charged to the employee that is caused by Company error, once documentation is provided. For employees who fail to scan in or out or both, this is not considered a Company error.

## **ARTICLE 26 - PARKING**

26.01 The Company agrees to pay for the full cost of parking and if required will provide a parking pass to each employee.

## **ARTICLE 27 - MISCELLANEOUS**

### 27.01 Lockers

Where space is reasonably available, employees will be provided with lockers for safe keeping of personal effects and work clothes.

### 27.02 Printing of Collective Agreement

The parties agree to each pay for half the costs of the printing of the Collective Agreement and whenever reasonably possible shall have them printed by a unionized printing company. The parties shall furnish a sufficient number of printed Agreements for distribution to each employee on the payroll as of the signing of the Agreement, as well as to employees hired during the term of the Agreement.

### 27.03 Subcontracting

It is not the intent of the Company to subcontract any work normally performed by bargaining unit employees. In any event, the Company agrees to meet with the Union to discuss any contemplated subcontracting of work.

## ARTICLE 28 - WAGES & PREMIUMS

28.01 Rates of pay shall be determined by the employee's date of hire. **Annual** advancements in pay shall be automatic on the date on which the employee has completed the required service.

RAMP & PAX	FEB. 10, 2022	FEB. 10, 2023
Start	\$ 16.25	\$ 16.50
Level 1	\$ 16.75	\$ 17.00
Level 2	\$ 17.25	\$ 17.50
Level 3	\$ 17.75	\$ 18.00
Level 4	\$ 18.25	\$ 18.50

- **Employees having passed probation and currently at \$15.00, \$15.10 shall be slotted to level 1 on the date of ratification and each February 10th thereafter.**
- **Employees currently at \$15.45 & \$15.76 shall be slotted to level 2 on the date of ratification and each February 10th thereafter.**
- **Employees currently at \$16.18 shall be slotted to level 3 on the date of ratification and each February 10th thereafter.**
- **Employees currently above \$16.18 shall be slotted to level 4 on the date of**



ratification and each February 10th thereafter.

- Employees hired following the date of ratification will progress through the scale on their anniversary date of hire.

<b>GROOMING</b>	<b>FEB. 10, 2022</b>	<b>FEB. 10, 2023</b>
<b>Start</b>	<b>\$ 16.00</b>	<b>\$ 16.25</b>
<b>Level 1</b>	<b>\$ 16.50</b>	<b>\$ 16.75</b>
<b>Level 2</b>	<b>\$ 17.00</b>	<b>\$ 17.25</b>
<b>Level 3</b>	<b>\$ 17.50</b>	<b>\$ 17.75</b>
<b>Level 4</b>	<b>\$ 18.00</b>	<b>\$ 18.25</b>

- Employees having passed probation and currently at \$15.00, & \$15.20 shall be slotted to level 1 on the date of ratification and each February 10th thereafter.
- Employees currently at \$15.51 shall be slotted to level 2 on the date of ratification and each February 10th thereafter.
- Employees currently at \$15.92 or above shall be slotted to level 3 on the date of ratification and each February 10th thereafter.
- Employees hired following the date of ratification will progress through the

scale on their anniversary date of hire.

28.02 AVOP Premium

**\$1.00/hr. after full AVOP has been attained excluding lead qualified agents who will receive a Lead premium.**

28.03 Lead Premium

- a) Ramp Lead agents will receive **\$3.00** per hour.

All Ramp Leads shall be properly licensed and qualified to perform the towing of aircraft (does not require a "D" license).

- b) All other Lead agents will receive \$2.50 per hour.
- c) Lead Premium will be paid at overtime rates when the Lead works overtime in that capacity;
- d) Ramp Leads will be eligible for ramp attendant overtime and Groomer Leads will be eligible for Groomer overtime at regular wages and will be offered in accordance with the overtime Article.
- e) Leads must successfully undergo the company's Leadership program.

28.04 Effective the date of ratification, any employee who obtains a “DA/T” License and uses it for towing aircraft shall receive a **\$0.50/hour** premium.

28.05 **Tow Premium**

**\$15.00 per tow**

28.06 **Training Premium**

**\$2.00/hr shall be paid to bargaining unit employees who are qualified trainers and who are tasked with on-the-job training duties. This premium shall apply to the entire shift where the hours of actual training are occurring.**

28.07 **Split Shift Premium**

**Employees who are rostered to work split shifts, will receive \$10.00 per day as a transportation allowance.**

28.08 **Shift Premium**

**A shift premium of \$1.00/hr shall be provided to employees starting shifts between the hours of 19:00 – 03:00 hours.**

## **ARTICLE 29 - TRAINING AND POLICIES**

- 29.01 On-the-job training will be conducted by TTT airline certified trained bargaining unit employees and Supervisors. The Company has the discretion to select and allocate appropriate on-the-job trainers. Trainer opportunities will be awarded based on seniority and qualifications when a vacancy becomes available. Trainer candidates must not have any safety or discipline infractions currently on record. Other types of training may be conducted by appropriate Menzies Aviation trainers or contractors.**
- 29.02 The Company will make available to all employees their Standard Operating Procedure (SOP) manual for their reference. The SOP manual will be reviewed by the Company to ensure the contents are relevant and up to date with operational needs.**
- 29.03 The Company agrees to provide employees and Union upon request copy(s) of its current Policies, Procedures Manual, and employee benefit(s) booklets.**
- 29.04 All training shall be paid. The Company will endeavour to have training completed during work hours. Should an employee be required to complete any training outside of work hours they will be compensated at the appropriate rate of pay. In the event that the employee has completed training outside of**

**work hours they must advise the Supervisor and General Manager.**

### **ARTICLE 30 - RENEWAL, AMENDMENT AND TERMINATION**

30.01 Except as otherwise provided herein, this Agreement shall be effective from February 10th, **2022** until February 9th, **2024** and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

Agreement ratified: DATED at Ottawa this **11th** day of **February 2022**.

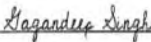
**FOR THE EMPLOYER**

**Menzies Aviation  
(Canada) Ltd.**



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Nathaniel Glover  
Senior Vice President



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Gagandeep Singh  
Regional HR Manager

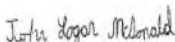
**FOR THE UNION**

**International Association of  
Machinists and Aerospace  
Workers, Transportation  
District 140 & Local Lodge 2413**



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Michael Corrado  
General Chairperson IAM&AW



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John Logan McDonald



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Michael Lepage



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Lema Ahmadzai

## **ANNEX "A"**

### **RULES AND REGULATIONS**

- **Employee Handbook Canadian Employees - December 2018**

# **MEMORANDUM OF AGREEMENT #1**

## **BETWEEN**

**MENZIES AVIATION (CANADA) LTD.**

## **AND**

**I.A.M. & A.W.**

### **ARTICLE 28 – RAMP LEAD**

It is agreed that all Ramp Leads will be properly licensed and qualified to perform the towing of aircraft (does not require a “D” license) as of January 1, 2015. Failure by the union member in a Lead Ramp position to obtain this status will be return to a ramp position and will not be able to reapply for a Lead position until all training and licensing is completed and obtained and a Ramp Lead position is open and available to apply.

Required licensing and qualifications:

1. Push and Tow Certification (requires Valid Driver’s License and AVOP(D/A) from the airport) (AVOP does not equal “D”).
2. Obtains a Radio Operators Certificate from Transport Canada (can be trained in house).
3. Partakes in Menzies Leadership Course (as listed in the Union Agreement 28.03 (d) as developed and updated periodically by the Company.

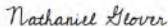


4. Must be current with all required Recurrent and Mandatory Airline and/or Menzies Training.
5. Any Future Training classes/courses offered by the Company dealing with the position.

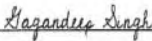
Dated this **11th** day of **February, 2022**.

**FOR THE EMPLOYER**

**Menzies Aviation  
(Canada) Ltd.**



Nathaniel Glover  
Senior Vice President



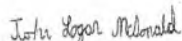
Gagandeep Singh  
Regional HR Manager

**FOR THE UNION**

**International Association of  
Machinists and Aerospace  
Workers, Transportation  
District 140 & Local Lodge 2413**



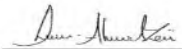
Michael Corrado  
General Chairperson IAM&AW



John Logan McDonald



Michael Lepage



Lema Ahmadzai

**MEMORANDUM OF AGREEMENT #2**

**BETWEEN**

**MENZIES AVIATION (CANADA) LTD.**

**AND**

**I.A.M. & A.W.**

**PANDEMIC, EPIDEMIC OR PUBLIC HEALTH  
OUTBREAK**

**Public Health guidelines, Personal Protective  
Equipment, and added sanitary measures**

**The Company shall create and implement a Covid -19 or other relevant public health outbreak workplace safety plan that describes the measures and procedures put into place to make the workplace safer for everyone. The Company shall discuss and share their plan with everyone in the workplace. It shall be posted in a place where employees and patrons will see it and have it available upon request (for example, to inspectors or enforcement officers).**

**The Company shall supply and make available to any employee who voluntarily requests, a rapid test for Covid 19 or any of its variants. Any such available tests during a pandemic, epidemic, or public health outbreak shall be 100% paid for by the Company.**

## **Paid isolation leaves**

**Due to COVID or its variants, if the Company directs an employee to stay home out of an abundance of caution, the Company shall provide 10 paid isolation days per calendar year. These days are not accumulative from year to year.**

**These days shall not be used to cover any isolations that are attributed to vacation related travel.**

## **Vaccination Policy**

**The Parties agree that any bargaining unit member who is unable to work because of their vaccination status and who cannot reasonably be accommodated by the Company, shall be placed on lay-off status due to shortage of work and maintain recall rights.**

**Such bargaining unit member(s) shall have recall rights as per the Collective Agreement.**

**Should the vaccination status of the laid-off bargaining unit member change which qualifies the employee to resume work, the bargaining unit member will be first to be called back to work when an opening becomes available. This shall be subject to the employees' seniority in relation to others on lay-off whose vaccination status changed and allows them to resume work.**

**Such bargaining unit member(s) seniority shall continue to accrue, as shall all other accruals under**

## the Collective Agreement.

Dated this **11th** day of **February, 2022** in the city of Ottawa, Ontario.

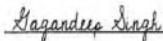
### FOR THE EMPLOYER

**Menzies Aviation  
(Canada) Ltd.**



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Nathaniel Glover  
Senior Vice President



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Gagandeep Singh  
Regional HR Manager

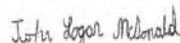
### FOR THE UNION

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Michael Corrado  
General Chairperson IAM&AW



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John Logan McDonald



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