

# COLLECTIVE AGREEMENT

BETWEEN:



**SWISSPORT CANADA HANDLING INC.  
WINNIPEG, MANITOBA**

(the "Company")

- AND -

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION  
(UNITED STEELWORKERS)**

(the "Union")



December 21, 2015 – December 20, 2018

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

- 1.01 The general purpose of this Agreement is to secure the full benefits of orderly collective bargaining, an amicable method of settling any difference, which may arise between the parties, and to set forth the conditions of employment to be observed by the Company and the Union.

## **ARTICLE 2 - RECOGNITION AND SCOPE**

- 2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all passenger service agents and lead passenger service agents employed by Swissport Canada Handling Inc. at the James Armstrong Richardson International Airport in Winnipeg, Manitoba, excluding ramp, grooming, maintenance and de-icing personnel, seasonal employees employed on the Sunwing contract, office, clerical, supervisors and those above the rank of supervisor.
- 2.02 Non-bargaining unit employees will not perform work normally performed by bargaining unit employees to the extent that would result in a lay-off of a bargaining unit employee or a reduction of non-overtime hours of work for bargaining unit employees. The Union agrees that non-bargaining unit personnel may perform bargaining unit work for the purpose of training, instruction or in the event that insufficient bargaining unit employees are available to perform the work.
- 2.03 (a) The Company shall not contract out work normally performed by bargaining unit employees if it results in the lay-off of a bargaining unit employee.
- (b) Agency personnel shall not regularly perform work on any jobs which are included in the bargaining unit except as a result of employees' unscheduled absence or vacant work schedule.
- (c) Agency personnel shall not be used to by-pass the job vacancy provisions of this agreement.
- (d) The Company's use of agency personnel to do bargaining unit work will not exceed 10% of the total workforce without consultation with the Union.
- (e) The Company shall not use agency personnel without first offering the available work to laid-off employees or part-time employees.
- (f) Overtime shall be offered to full time employees prior to it being offered to part time employees and then to agency workers.
- 2.04 Unless the context otherwise requires, "employee" in this agreement refers to an employee within the bargaining unit. A "full time employee" is an employee of the Company in the bargaining unit who is regularly scheduled to work thirty-two (32) hours

or more per week. All other employees in the bargaining unit represented by the Union shall be considered part time employees.

Part time employees shall retain part time status while filling a temporary full time vacancy for up to twelve (12) months to replace employees who are absent due to illness, injury or approved leave of absence.

The Company shall not create split shifts where doing so will result in full time employees working less than thirty-two (32) hours per week.

Split shifts only apply to the PAX department and will not be scheduled more than four (4) hours apart.

### **ARTICLE 3 - RELATIONSHIP**

- 3.01 (a) The Company and Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline or otherwise of employees because of race, sex, creed, religion, colour, age or national origin.
- (b) The Company and Union agree to observe the provisions of the Canadian Human Rights Act.
- (c) The Company agrees it shall not interfere with, restrain, coerce or discriminate against employees in their lawful right to become and remain members of the Union and to participate in its activities.
- (d) The Union agrees that, except as provided for in this Agreement, there will be no Union activity on the premises of the Company during the employees working hours except by written agreement with the Company.
- (e) A representative designated by the Union shall be permitted to meet with each new employee during the employee's first day of training for up to fifteen (15) minutes of Union orientation in a location which is agreed to by the Company and the Union. The Union will be provided with three (3) days prior notice of the meeting.

#### 3.02 Anti-Sexual and Anti-Racial Harassment

1. The Company and the Union recognize the right of each employee to a work environment which is free from any form of harassment as defined in this Article, including sexual harassment. The Company will make every reasonable effort to maintain a harassment-free workplace.
2. For the purpose of this clause, "sexual harassment" includes:

- (a) any conduct, comment, gesture or contact of a sexual nature that is likely to cause offence or humiliation to any employee or that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion; or
  - (b) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
  - (c) implied or expressed promise of reward for complying with a sexually oriented request; or
  - (d) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
  - (e) sexually oriented remarks and behaviour, which may reasonably be perceived to create a negative psychological and emotional environment for work.
3. For the purpose of this clause “harassment” includes engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the Company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, religion, age, sex, sexual orientation, disability or any other ground prohibited by the Canadian Human Rights Act.
4. Where an Arbitrator concludes that Article 3.02. has been breached the Arbitrator may direct:
- (a) that the aggrieved employee (the complainant) not be required to continue to work in proximity to any person (respondent) found to have engaged in any sexual or racial harassment conduct; and
  - (b) that any employee who is found to have engaged in any form of harassment including sexual harassment, be assigned to another location or time of work without regard to the respondent’s seniority; and
  - (c) that the Company pay the aggrieved employee compensation for any wages or benefits lost due to the harassment complained of.
5. In any arbitration case arising out of or relating to sexual or other forms of harassment, an Arbitrator who finds that the harassment has occurred shall impose a remedy which is designed to affect only the perpetrator(s) insofar as

reasonably possible. Where any detriment is to be suffered respecting job classification, seniority, wages or other benefits, such detriment shall fall upon the perpetrator(s) and not upon other bargaining unit employee. The Arbitrator may direct a transfer of the perpetrator(s) without regard to his/her/their seniority.

6. The Company and the Union agree that this Article 3.02 does not impair the right of the Company to discipline or discharge an employee who engages in any form of harassment nor does it impair the right of a seniority employee to file a grievance concerning such discipline or discharge.
7. Complaints of sexual or other forms of harassment processed in accordance with the Company's policy or a grievance involving such allegations shall be handled with all possible confidentiality. The employee who files a complaint shall not be exposed to any discipline, reprisal or other adverse treatment unless a false complaint is made with malicious intent.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 Except to the extent specifically modified by this agreement, all rights and prerogatives of management are retained by the Company. The Union specifically recognizes the right of the Company to hire, promote, transfer, lay-off, suspend or otherwise discipline or discharge any employee provided that a claim that an employee who has completed his/her probationary period has been disciplined or discharged without just cause may be the subject of a grievance in a manner and to the extent herein provided.
- 4.02 The Union further recognizes the right of the Company to operate and manage its business in all respects and to maintain order and efficiency. The Company also has the right to make and alter reasonable rules and regulations to be observed by its employees, provided such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 4.03 The Company agrees that the exercise of the rights described in this article shall be subject to the express terms of this collective agreement.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

- 5.01 It is understood and agreed that the Company will not lock-out any employees covered hereby and the Union will not authorize or take part in any strikes, sitdown, slowdown, or picketing of the Company premises during the life of this agreement until the procedures for settling disputes as provided herein and provided by the *Canada Labour Code*, as amended, have been exhausted.

## **ARTICLE 6 - UNION SECURITY**

- 6.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a bi-weekly basis, from the wages of each employee covered by this Agreement. The amount of dues shall be calculated in accordance with the Union's Constitution. Each employee in the bargaining unit shall be required as a condition of employment to have an amount equivalent to the regular bi-weekly Union dues deducted from his pay bi-weekly. All employees shall become and remain members of the Union as a condition of employment.
- 6.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers, P.O. Box 9083 Commerce Court, Postal Station Toronto, Ontario, M5L 1K1 in such form as shall be directed by the Union to the Company along with a completed Dues Remittance Form R115. A copy of the Dues Remittance Form R115 will also be sent to the Union office designated by the Area Coordinator.
- 6.03 The remittance and the R115 Form shall be accompanied by a statement containing the following information:
- (a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - (b) A list of the names of all employees from whom no deductions have been made and the reasons why;
  - (c) This information shall be sent to both Union addresses identified in Article 6.02 above, in such form as shall be directed by the Union to the Company.
- 6.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this Article.
- 6.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

## **ARTICLE 7 - UNION REPRESENTATION**

- 7.01 The Company acknowledges the right of the Union to appoint or otherwise select employees who have completed their probationary period as Union Stewards for the purpose of representing employees in the handling of complaints and grievances.
- 7.02 The Company agrees to recognize one (1) Unit Chair for each twenty-five (25)

employees.

- 7.03 The Company shall be notified, in writing, by the Union of the names of the Union Stewards and the areas they are representing and any changes made thereto.
- 7.04 The Company agrees to recognize and deal with a Union Grievance Committee of two (2) employees comprised of the Unit Chair and Unit Grevior. The Union will supply the names of those employees. .
- 7.05 When the legitimate business of a Grievance Committee Member or Union Steward requires him to leave his workstation and/or department, he shall first receive permission from his supervisor (such permission shall not be unreasonably withheld).
- 7.06 The Company agrees that Stewards and Grievance Committee Persons shall not suffer loss of pay for time reasonably required during the employee's regular scheduled working hours in connection with the handling of grievances.
- 7.07 The local Unit Chairperson will be scheduled to work steady day shift in his current position. To facilitate the scheduling of the Chairperson, he will be given first choice (regardless of seniority) of the available lines at each re-bid which affects his position.

#### **ARTICLE 8 - NEGOTIATING COMMITTEE**

- 8.01 The Company agrees to recognize and deal with a Negotiating Committee representative of the bargaining unit of not more than one (1) employee, plus the Unit Chair, who shall be regular employees of the Company, along with representatives of the International Union. An employee will not be appointed to the Negotiating Committee until the employee has completed his/her probationary period.
- 8.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- 8.03 The Company agrees to allow members of the Negotiating Committee the day off work without loss of pay on each day the Committee is scheduled to meet with members of Management.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an employee and the Company with respect to the application, interpretation, or alleged violation of this Agreement shall be adjusted as quickly as possible.



- 9.02 It is understood that an employee has no complaint or grievance until he, either directly or through the Union, has first given his immediate supervisor an opportunity to adjust the complaint.
- 9.03 If, after registering the complaint with the supervisor and such complaint is not settled within five (5) days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

#### **Step One**

The grievance must be submitted in writing to the supervisor or duty manager, either directly or through the Union, within fourteen (14) days after the circumstances giving rise to the grievance. The Company's designated representative shall meet with the employee's Union Steward within five (5) days of receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. The Company shall answer the grievance within five (5) days after the meeting.

#### **Step Two**

If the Company's response to the grievance at Step 1 is not satisfactory to the Union, the grievance may be advanced to the General Manager within fourteen (14) days after the date on which the answer at Step 1 was issued or ought to have been issued, but not thereafter. The Union's Grievance Committee shall meet with the designated representatives of management within five (5) business days (i.e. Monday – Friday excluding holidays) of the reference of the grievance to the second step in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either Party. Management shall respond to the grievance within five (5) business days following the meeting.

#### **Step Three**

If the Company's response to the grievance at Step 2 is not satisfactory to the Union, the grievance may be referred to the Director of Labour Relations within fourteen (14) days from the day on which the Company's response was issued or ought to have been issued at the second step, but not thereafter. If a grievance is referred to Step 3, a meeting shall be held between the Grievance Committee and the designated representatives of management within ten (10) business days of the referral to Step 3 in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting if requested by either Party. Management will respond to the grievance within seven (7) business days after the date of such meeting.

- 9.04 The Company shall not be required to consider any grievance which is not presented within fourteen (14) days after the grievor(s) or the Union first became aware of the alleged violation of the Agreement.

- 9.05 If final settlement of the grievance is not reached at Step Three then the grievance may be referred in writing by either Party to Arbitration as provided in Article 11, Arbitration, at any time within thirty (30) calendar days after the decision is reached under Step Three.
- 9.06 At any stage of the Grievance Procedure including Arbitration, the conferring Parties may have the assistance of the employee(s) concerned and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties, or the Arbitrator to have access to the plant to view disputed operations.
- 9.07 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a Group Grievance and presented to the Company beginning at Step Two of the Grievance Procedure.
- 9.08 The Union or the Company may initiate a Grievance beginning at Step Three of the Grievance Procedure. Such a grievance must be filed within fourteen (14) days from the date on which the incident giving rise to the grievance became known or should have become known.
- 9.09 (a) The time allowance provided in this Article may be extended by mutual agreement between the Parties in writing.
- (b) If the party responding to a grievance does not respond within the time period allowed, the grievance may be advanced to the next step of the grievance procedure, including arbitration, within the permitted time periods.

#### **ARTICLE 10 - DISCHARGE AND DISCIPLINARY ACTION**

- 10.01 A claim by an employee who has successfully completed his/her probationary period, that he/she has been discharged or suspended, without just cause, shall be a proper subject for a grievance, if a written statement of such grievance is filed with the Company at Step 3 of the Grievance Procedure within five (5) days after the employee has been advised of the suspension or the termination of his/her employment.

Such special grievance may be settled by:

- (a) confirming the management's action to discharge or suspend the employee, or
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits, or
- (c) any other arrangement which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.
- 10.02 Provided there is no security or safety risk an employee who has been dismissed

without notice, shall have the right to interview his Union Steward, for a reasonable period of time. This meeting will take place in a location designated by the Company or in a public access area of the airport facility.

- 10.03 Any notice of disciplinary action which is intended to form part of an employee's employment record shall be given, in the presence of a Union Steward, or in writing, with a copy given to the Union. Written and Verbal warnings shall be withdrawn from the employee's file after a period of twelve (12) calendar months from date of issue. Suspensions shall be withdrawn from the employee's file after a period of twenty-four (24) calendar months from date of issue. Absences that exceed thirty (30) consecutive days will extend the above periods by the time equal to the time of absence. All such notices shall be withdrawn from the employee's file after the periods mentioned above. All verbal/written warnings and suspensions in employee files beyond the current sunset clause shall be removed upon ratification of the Collective Agreement.

## **ARTICLE 11 - ARBITRATION**

- 11.01 (a) In the event that any grievance concerning the interpretation, application, administration or alleged violation of this agreement shall not have been satisfactorily settled pursuant to the provisions of Article 9, the matter may be referred to arbitration by notice in writing by either party to the other within thirty (30) days from the date of the response to the grievance after Step 3 of the grievance procedure. The notice shall include a copy of the written grievance presented under Article 9.03 and the remedy sought.
- (b) The parties agree that the assistance of a Mediator may be useful in resolving matters without the expense and delay of proceeding to Arbitration. After a matter has been referred to Arbitration, either party may make a written request to refer a grievance (either individually or together with other grievances which have been referred to Arbitration) to Mediation. The other party will respond in writing. The parties will then attempt to agree concerning the selection of a Mediator. If the parties cannot agree to the selection of a Mediator within fourteen (14) days, the request for Mediation will be deemed to be withdrawn. The fees and expenses of the Mediator shall be equally shared by the parties. It is agreed that if mediation fails to result in resolution of the grievance, neither party shall be restricted from proceeding to arbitration. It is further understood that anyone who acts as a Mediator cannot act as an Arbitrator concerning the same matter.
- 11.02 The parties shall within fifteen (15) days after the referral to Arbitration, agree to a single Arbitrator. If the parties are unable to agree on the selection of an Arbitrator within fifteen (15) days either party may request the appointment of an Arbitrator by the Minister of Labour.
- 11.03 Unless the parties agree otherwise, each grievance submitted to Arbitration shall be

heard separately.

- 11.04 Each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 11.05 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 11.06 The decision of the Arbitrator shall be final and binding on the Parties. Any complaint or grievance resolved prior to Step 2 of the grievance procedure shall be considered resolved on a "Without Prejudice" basis unless the Station Manager and the Plant Chairperson agree otherwise in writing. Any grievance resolved at or after Step 2 of the grievance procedure or pursuant to the Arbitration Procedure shall not be made the subject of another grievance, unless the parties agree in writing that the resolution is "Without Prejudice".

## **ARTICLE 12 - SENIORITY**

### 12.01 Probationary Period

An employee shall not have any seniority, and shall be considered as a probationary employee until he shall have attained seniority status by actually working a total of ninety (90) days including any training within any consecutive nine (9) month period, unless he was unable to work because of an accident or illness arising out of the employment. In such cases the nine (9) month period shall be extended to cover the period of disability. Until a probationary employee attains seniority status, his name shall not appear on any seniority list. Upon completion of the probationary period, the employee's name shall be added to the seniority list dating from the last date of hire.

- 12.02 (a) The seniority of full time employees shall be equal to the total length of service of that employee since the employee's most recent date of hire among the full time group. The seniority of part time employees shall be equal to the total length of service of that employee since the employee's most recent date of hire among the part time group. In the event that it is necessary to convert part-time seniority to full-time seniority, nineteen hundred and fifty (1950) hours work shall be equal one year seniority provided that no more than one (1) year of seniority may be accumulated based on this formula in any twelve month period.
- (b) The seniority of employees hired on the same day relative to 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 will be the most senior, etc.

- (c) The Employer shall maintain seniority lists of full-time and part-time employees. Copies of the list shall be provided to the Union Stewards in the department and to the members of the Grievance Committee on or about June 30 and December 31 of each year. At or about the same time a copy of the seniority lists shall be posted and a copy mailed to the Unions Area Office. The Union's copy of the list shall include the employees' classification, current rate of pay and the employee's address and the phone number on file with the Company. The Union may request and shall be provided an up to date list within seven (7) days.

12.03 Application of Seniority:

- (a) In filling vacancies, the Company will consider:
  - (i) seniority
  - (ii) qualifications, experience within the Company, ability.

Where the factors in (ii) are relatively equal, factor (i) shall govern provided the employee so selected meets the minimum requirements for the satisfactory performance of the job.

- (b)
  - (i) In the event of a temporary layoff the Company will recognize the seniority standing of each employee within his/her department provided that the remaining employees have the skills, experience and qualifications within the department to perform the available work. Employees may elect to displace employees within the Company's other departments.
  - (ii) In the event of a permanent layoff the Company will recognize the seniority standing of each employee within the Company provided that the remaining employees have the skills, experience within the Company and qualifications to perform the available work.
  - (iii) Employees shall be recalled in the reverse order of the layoff, provided the employees have the qualifications to do the available work.
- (c) Work schedules for each classification shall be posted for bid based on the needs any changes in those needs. In the event of a re-bid, the schedules will be posted for a minimum of two (2) weeks in advance. The Company will endeavour, where possible, to give two (2) weeks notice. The posting shall contain the scheduled start time, shift length, scheduled days off and effective date. Work shifts including scheduled start times, shift length and scheduled days off shall be awarded to employees in the department based on seniority. Active employees who failed to bid prior to the deadline stated on the posting will be assigned to available work within their employment category (i.e. full-time or part-time) and department.

12.04 (a) Seniority shall be maintained for all employees during absence due to lay-off, illness, accident, and authorized leaves.

(b) Seniority for full time employees shall accumulate during absence due to lay-off, illness, accident, and authorized leaves.

12.05 An employee shall be deemed terminated and lose his/her seniority standing and have their name removed from all seniority lists for any one of the following reasons:

(a) if the employee voluntarily quits.

(b) if the employee is discharged for just cause and is not reinstated in accordance with the provisions of this Agreement.

(c) if the employee is laid off and fails to return to work within five (5) days after he has been notified so to do by the Company by registered mail and after confirmation of delivery to his last known address (a copy of such notice shall be sent to the Union). The letter shall be deemed to be delivered on the fifth (5<sup>th</sup>) day after mailing.

(d) if the employee has been on lay-off for lack of work for a period of more than twelve (12) consecutive months or twenty-four (24) consecutive months for employees with five (5) or more years of seniority.

(e) if an employee is absent without permission for three (3) consecutive working days, without notifying the Company, unless he has a reasonable excuse.

(f) if the employee uses a leave of absence for a purpose other than the reason for which it was granted.

(g) if the employee fails to return to work after a leave of absence unless the employee provides a satisfactory reason for failing to do so.

12.06 Notice of Lay-off

(a) Whenever it becomes necessary to reduce the work force, the employee affected shall be given one (1) week's notice in advance of the date of lay-off or pay in lieu thereof.

(b) The Local Plant Chairperson shall be notified in advance of the names of any employees slated for lay-off and the expected duration of same.

12.07 Job Vacancies

(a) Announcements of opportunities for all job vacancies in new or existing jobs, within the bargaining unit, will be posted on the bulletin boards for a period of

five (5) days prior to the filling of the job vacancy. Employees desiring consideration in the filling of the job vacancy shall signify their desire by signing the job notice during the period in which it is posted. All jobs shall be awarded within fourteen (14) working days from the date of removal of the job vacancy announcement.

- (b) The job vacancy shall be filled in accordance with the provisions of 12.03 (a).
- (c) Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leave of absence. However, if it is known that an employee is to be absent from work because of sickness, accident, or on leave of absence for more than two (2) months, the job shall be posted as a temporary job and the provisions of this Article shall apply. Upon completion of the temporary assignment the employee shall return to his former job.
- (d) Employees accepted by Management on a posted job who are found to be unsuitable (or feel dissatisfied with the job) within a trial period of sixty (60) days (which may be extended by the Parties depending upon the operation) shall be returned to their former job.
- (e) An employee who is bypassed in favour of an employee with less seniority to fill the vacant job, shall be notified in writing as to the reason(s) he was not accepted. The name of the successful applicant shall be posted on the bulletin boards.

#### 12.08 Temporary Assignment

- (a) The Company will select agents to become qualified as "Relief Leads". Agents will be offered an opportunity to qualify for relief positions in seniority order until the Company has sufficient, qualified relief leads. When the Company has a temporary need for a relief lead, the senior available member of the applicable relief group will be offered the first opportunity to perform the work.
- (b) Time worked by an employee on a temporary vacancy shall not be used against other employees should a permanent vacancy occur in such job.

#### 12.09 Preferential Seniority

- (a) Unit Chair and Unit Grievor shall have Company wide seniority in case of layoffs provided they are willing and able to perform the work available.
- (b) Unit Grievor will have top seniority in the departments in which they are employed in case of lay-offs provided they are willing and able to perform the work available.
- (c) Local Union Officers who are retained in employment due to the provisions of (a)

and (b) above shall only be entitled to work schedule preference based on their natural seniority rating.

12.10 Employees promoted to supervisory or other positions, which disqualify them from being subject to this Agreement shall accumulate seniority for a period of six (6) months following such transfer and should such employees decide to return to the bargaining unit or are returned by the Company during the six (6) months period, they shall be returned to the job classification and department held by such employee immediately prior to such transfer. No employee subject to the above may return to the bargaining unit once the six (6) month period has expired, other than as a new employee.

12.11 On a monthly basis, the Company will supply the representative designated by the Union with the names of the persons who have been:

- (a) Recalled to work.
- (b) New hires.
- (c) Failed to give notice of their intention to return to work when notified.
- (d) Quits.
- (e) Absent through sickness or accident for one (1) full week.

### **ARTICLE 13 - LEAVE OF ABSENCE**

13.01 Leave of absence without pay of up to thirty (30) calendar days within any two year period may be granted by the Company upon two weeks written notice. Such personal leaves will not be granted if the employee has sufficient unused vacation time to cover the period of leave or if the employee's absence will unduly affect the efficient operation of the Company. Seniority for full time employees shall accrue during all authorized leaves unless otherwise stated. Leave of absences will be granted on a first come first served basis. Requests for vacation will be given priority over leave of absence requests. Leave of absence will not be granted to engage in other gainful employment. Employees engaging in gainful employment during a leave of absence will have their employment terminated immediately. Any employee currently working a second job will not be considered to be in violation of this provision unless it is established that employee worked at his/her second job during hours he would normally have worked had he not been granted the leave.

13.02 (a) A leave of absence may be extended for additional thirty (30) calendar days provided the employee provides a reason satisfactory to the Company. The employee must request the extension in writing at least seven (7) days prior to the expiration of the first thirty (30) day calendar leave. All of the conditions of Article 13.01 shall apply.



(b) The Plant Chairperson of the Union will be notified of all leaves granted under Article 13.01, 13.02 and 13.07.

13.03 Provided the efficiency of the operations is not unduly impaired, up to three (3) employees who have been elected or appointed by the Union to attend Union conventions or conferences or other Union business shall be granted an unpaid leave of absence by the Company. The Union will notify the Company in writing, as early as possible and not less than two (2) weeks prior to the start of the leave, of the names of the members requesting leave. Seniority for full time employees will accumulate during such period.

13.04 The Company agrees to continue the pay of any employee absent from work on Union business which is not paid for by the Company as provided for elsewhere in the Agreement, and the Union shall reimburse the Company for such wage payment upon receipt of a monthly statement. Such leave of absence shall be authorized in writing by the Union.

13.05 The Company agrees to grant an employee leave of absence without pay for up to one (1) year to work in an official capacity for the Union, provided such request is made by an authorized representative of the Union. The Union agrees to reimburse the Company for any benefit premium paid on behalf of the employee while on leave.

13.06 The Company will comply with the reassignment, maternity leave and parental leave provisions of Division VII of Part III of the Canada Labour Code.

The Company agrees that it will extend the period of leave, either before or after delivery upon receipt of medical evidence supporting the need for such additional leave.

13.07 Canadian Citizenship

The Company agrees to allow leave of absence without pay for up to one shift to an employee who wishes to become a Canadian Citizen.

#### **ARTICLE 14 - UNION REPRESENTATIVE**

14.01 If an authorized representative, who is not employed by the Company, wants to speak to Local Union representatives about a grievance or other official business, he shall advise the Station Manager, or his designated representative, who shall then call the Local Union representative to an appropriate place where they may confer privately. These talks will be arranged so that they will not unduly interfere with operations.

#### **ARTICLE 15 - BULLETIN BOARDS**

15.01 The Company agrees to provide a bulletin board in suitable areas where notices will

come to the attention of the employees for the purpose of posting union meeting notices and other official union information. Notices will be signed and posted only by officers of the Union and will be in keeping with the spirit and intent of this Agreement. A copy of any notice will be provided to the Company prior to posting.

#### **ARTICLE 16 - REPORTING ALLOWANCE**

16.01 Unless the employee is notified that he should not report for work, an employee who reports for his regular shift will be given at least three (3) hours work at his regular rate of pay or, if no work is available, he will be paid the equivalent of three (3) hours at his regular rate of pay in lieu of work. This provision shall not apply when the lack of work is due to a situation beyond the control of the Company.

#### **ARTICLE 17 - CALL-IN-PAY**

- 17.01 (a) An employee who is requested to and reports for work outside his scheduled working hours shall be paid the greater of:
- (i) Three (3) hours at appropriate regular or overtime rate, or
  - (ii) appropriate regular or overtime rates for all hours worked;
- (b) The provisions of (a) above shall not apply when an employee is called to work immediately prior to the start or immediately following the end of his scheduled shift.

#### **ARTICLE 18 - PAYMENT FOR INJURED EMPLOYEES**

18.01 In the event that an employee is injured in the performance of his duties, he shall, to the extent that he is required to stop work and receive treatment, be paid wages at the appropriate rate for the remainder of his shift. If it is necessary, the Company will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the airport and/or to his home as necessary.

#### **ARTICLE 19 - JURY AND WITNESS DUTY**

19.01 An employee shall be granted leave of absence with pay at his regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purpose of serving jury duty, or as a material witness subpoenaed by the Crown. Provided that the employee shall reimburse the Company to the full amount of jury pay or witness fees excluding the expense allowance received by him.

## **ARTICLE 20 - SAFETY AND HEALTH**

- 20.01 The Company and the Union shall maintain a Workplace Health and Safety Committee consisting of one (1) member elected or appointed by the Union for every one hundred employees in the bargaining unit and an equal number of members appointed by the Company (minimum of 2 representatives for each party). Representation shall be adjusted annually, if necessary, based on the employee population as of January 1. Such committee will not suffer any lost wages or benefits as a result of performing the duties.
- 20.02 The Company and the Union will co-operate to promote adherence to all appropriate Federal safety legislation and regulations. The Company shall promptly notify the Workplace Health and Safety Committee of all accidents, occupational diseases or other hazardous occurrences affecting any employee and provide to it the name of the person appointed to investigate any such accident, occupational disease or hazardous occurrence. When the Company is required under Section 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.7 and 15.8 of the Canadian Occupational Health and Safety Regulations to prepare a report or record of an accident, occupational disease or other hazardous occurrence referred to in those sections, it shall also provide a copy of that report or record to the Workplace Health and Safety Committee. The Company will consult with the Workplace Health and Safety Committee in investigating accidents, occupational illness and other hazardous occurrences. The parties agree that the definition of “disabling injury” is that found in Section 15.1 of the Canadian Occupational and Safety Regulations.
- 20.03 Employees shall immediately report to their supervisor any equipment or conditions which the employee has reasonable cause to believe are unsafe. The Company shall immediately investigate the complaint and shall take steps necessary to correct any unsafe condition. An employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
- (a) the use or operation of a machine or thing presents a danger to himself/herself or another employee; or
  - (b) a condition exists in the place that constitutes a danger to the employee; or
  - (c) the performance of an activity constitutes a danger to the employee or another employee.
- 20.04 In the event that an employee refuses to do work on the grounds outlined in Article 20.03, the process and requirements of the *Canada Labour Code* relating to work refusal shall apply.
- 20.05 No employee shall be assigned to use or operate the equipment, machine, device or thing or to work in the workplace or part thereof which is the subject of an investigation pursuant to this Article until the equipment, activity or area has been deemed to be safe.

- 20.06 No disciplinary action shall be taken against any employee by reason of the fact that he has exercised the right conferred upon him under any act respecting the occupational health and safety of employees.
- 20.07 The Company shall supply all protective clothing and other devices (excluding safety shoes) deemed necessary to protect employees from injuries arising from their employment with the Company.
- 20.08 Employees are required to be dressed in full uniform for the entire shift. Uniforms must not be modified by employees without the consent of the General Manager. Any employee not wearing their uniform will be required to change provided they were supplied with a uniform by the Company. Repeated failure to follow this policy will result in progressive discipline.

The Company will provide one complete uniform to all new hires after completion of his/her training period. The Company will provide new replacement uniform pieces as required without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.

Damaged clothing will be replaced as soon as possible without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.

If the Employer requires the employee to purchase a replacement while waiting for the new uniform piece, the Employer will reimburse the employee the equivalent cost of the replacement item.

- 20.09 The Workplace Health and Safety Committee shall participate in the implementation and monitoring of a program for the prevention of hazards in the workplace.
- 20.10 The parties agree to create a Reinstatement Committee which shall consist of two (2) representatives of the Company and two (2) representatives of the Union. The purpose of this committee shall be to meet and discuss compliance with the *Workplace Safety and Insurance Act* and the Collective Agreement in relation to returning employees who have been absent due to occupational illness or injuries and are subject to temporary or permanent medical restrictions. All working time lost by the Union representatives during meetings of the Reinstatement Committee shall be paid by the Company at regular rates of pay. The Company retains the right to make the final decision on all related matters subject to the grievance and arbitration procedure. In addition, the Company will provide the Union with copies of all Form 7s required by the *Workplace Safety and Insurance Act*.
- 20.11 The Employer shall supply for agents working at the bridge a winter parka. The parka will be the Swissport safety winter parka (ramp model). Also, no more than one (1) parka every three (3) years.
- 20.12 The employee will receive a shoe allowance up to seventy (\$70) dollars annually,

payable upon receipt.

## **ARTICLE 21 - PAID HOLIDAYS**

21.01 Subject to Article 21.02, employees will be entitled to holiday pay for the following holidays:

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

21.02 An employee shall not be entitled to holiday pay until he/she has completed thirty (30) days of employment.

21.03 Holiday pay for full-time employees shall equal the employee's regular rate of pay for the employee's normal work day (at eight hours, ten hours, etc.).

21.04 For part-time employees, holiday pay shall be calculated in accordance with the Canada Labour Code and the Canada Labour Standards Regulation.

21.05 If an employee is required to work on a holiday designated in Article 21.01, the employee shall be paid at a rate equal to one and one-half (1½) times his/her regular rate of wages for the time worked on the holiday. In addition, any employee who is entitled to a paid holiday in accordance with Articles 21.01 and 21.02 shall be paid holiday pay for the day.

21.06 If any paid holiday falls during an employee's vacation, the employee shall receive holiday pay for the day in addition to any vacation pay.

21.07 Employees who are scheduled to work on a holiday and who fail to report when scheduled or requested to do so shall not be paid holiday pay for the day except in cases where the employee is absent for reasons satisfactory to the Company. The Company may ask for confirmation of the reasons for absence.

## **ARTICLE 22 - VACATIONS AND VACATION PAY**

22.01 (a) The vacation year shall run from January 1 until December 31. Vacation and vacation pay shall be earned in one year (the "earning year") and used and paid in the following year.

(b) An employee who has completed less than one year of service as of December 31, shall in the following vacation year, be entitled to one day of vacation per month of service completed as of December 31 to a maximum entitlement of two weeks. The employee shall also be entitled to 4% of the employee's gross wages paid up until December 31. For these purposes, "gross wages" equals the sum of all wages (regular, overtime, holiday, sick or other paid leave and vacation pay) paid by the Company to the employee during the earning year.

(c) An employee who has completed one year of service as of December 31 of an earning year shall, in the following year, be entitled to two (2) weeks of vacation and to vacation pay equal to 4% of the employee's gross wages paid during the earning year.

(d) An employee who has completed five (5) years of service as of December 31 of an earning year shall, in the following year, be entitled to three (3) weeks of vacation and to vacation pay equal to 6% of the employee's gross wages paid during the earning year.

(e) An employee who has completed twelve (12) years of service as of December 31 of an earning year shall, in the following year, be entitled to four (4) weeks of vacation and to vacation pay equal to 8% of the employee's gross wages paid during the earning year.

22.02 Vacation shall not be waived or accumulated but must be taken within the vacation year.

22.03 If the employee's employment terminates for any reason, the employee shall receive any accrued but unpaid vacation pay.

22.04 Vacation pay shall be paid to the employee on the normal pay day that covers the vacation period. Any unpaid vacation shall be paid out in a pay period of December in any given year.

22.05 (a) The vacation scheduling process shall occur in November for the following

vacation year. All vacation requests shall be submitted by employees on the forms supplied by the Company not later than November 15. After applying Article 22.05(b), the vacation schedule for the following year will be posted by the Company not later than November 30.

- (b) The Company shall, in its discretion, determine how many employees will be allowed on vacation at any one time. If more employees request a vacation during any period than the Company can allow, senior employees will be granted preference provided that the efficiency of the operation is not unduly impaired. Management will schedule vacation for any employees who did not submit requests in a timely fashion.

## **ARTICLE 23 - WAGES**

23.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement. Employees currently receiving wage rates greater than those provided for in Schedule "A" shall not have their wage rates reduced as a result of the implementation of Schedule "A".

### 23.02 Temporary Transfers

- (a) An employee who is temporarily transferred to meet the Company's convenience to another job for which the regular rate is less than that which the employee is receiving, he shall retain his former rate, and if such transfer is to a job with a higher rate, the employee shall receive the higher rate paid for such job.
- (b) An employee who is temporarily transferred from his regular job due to lack of work shall be paid the rate of pay for the job to which he is transferred provided the time spent on the new job is one (1) hour or more.

### 23.03 Payment of Wages

- (a) The Company agrees that all employees shall be paid bi-weekly by direct deposit. Employees shall provide a void cheque from a personal bank account to facilitate the direct deposit process upon hiring.
- (b) In the event of an error in pay of one hundred dollars (\$100.00) or more at the employee's expense and caused by the Company, the Company agrees to correct this error in the three (3) business days following the reception of the written notice of error in the payroll department. Any other error will be corrected on the following pay of the employee.

#### 23.04 New or Changed Jobs

If the Company establishes a new classification within the bargaining unit the Company shall determine the rate of pay for the new classification and notify the Union of the new classification and rate. The Union may request a meeting with the Company to discuss the rate of pay. Any such request will be made within 10 days after the receipt of the notice from the Company concerning the new classification and rate. Any mutually agreed rate shall be retroactive to the date on which the employees commenced work in the newly created classification. If the parties are unable to agree on the new rate, a dispute concerning the rate may be submitted to arbitration within fifteen (15) days after the meeting referred to in this paragraph. The provisions of Article 11 (Arbitration/Mediation) shall apply to such Arbitration.

23.05 If an employee's employment with the Company terminates, the employee must return his/her parking pass and airside pass to the Airport Authority or to the Company before leaving the airport at the end of his/her last shift provided the offices are open, if not the passes will be returned the next business day. The Company will provide a receipt upon receiving a parking pass or an airside pass. If an employee fails to do so, the Company will deduct the cost of the pass or passes from the final payment to the employee. Employees will authorize deductions from payroll for this purpose.

23.06 Employees are required to return their uniforms to the Company within forty-eight (48) hours after their last shift. If an employee fails to return uniform items issued, the Company will deduct the following:

- Less than six months after issue – 100% of the cost
- More than six months but less than twelve months after issue – fifty percent of the cost
- More than twelve months – no deduction.

Employees will authorize deductions from payroll for this purpose.

#### **ARTICLE 24 - HOURS OF WORK AND OVERTIME**

24.01 (a) The normal work week for all full time employees shall consist of forty (40) hours made up of five (5) eight (8) hour days or four (4) ten (10) hour days or three (3) and four (4) eleven (11) hour days. The Company may introduce alternate arrangements provided the average scheduled hours of work for full time employees shall not exceed forty (40) hours per week.

(b) Employees shall be allowed a thirty (30) minute unpaid lunch break, approximately midway through each shift of five (5) or more consecutive hours.



- (c) Employees shall be given not less than forty-eight (48) hours written notice of any change in scheduled hours of work.
- (d) All part-time employees, other than casual employees, will not be scheduled to work less than twenty (20) hours per week. Part-time employees will not be scheduled to work thirty-two (32) hours or more in one week. A part-time employee will be scheduled to work a minimum of three (3) hours on each day he/she is scheduled to work.
- (e) Employees shall not work for more than sixteen (16) hours in a day and must have eight (8) consecutive hours off duty upon the completion of the sixteen (16) hours prior to the start of the next shift.
- (f) There shall be no wage deduction for employees who are late reporting for their shift by three (3) minutes or less and no wage deduction for employees departing three (3) minutes early.

24.02 All work performed by an employee in excess of an average of forty (40) hours in a week or his/her scheduled work day of 8, 10 or 11 hours shall be paid at the rate of one and one-half (1½) the employee's regular rate of pay. For these purposes, the work week is from Friday to Thursday.

24.03 Nothing in this Article shall be so construed to mean a guarantee of hours of work per day or per week.

24.04 There shall be no pyramiding of overtime or premium rates.

24.05 **A. Overtime Procedures**

In all cases of overtime, the following criteria will apply:

1. Overtime will be offered first to those employees who have signed the Daily Overtime Sign-up sheets and who are on the job in the area requiring overtime in order of seniority.
2. Overtime will be first offered to full time employees prior to part time employees.

**B. Advance Notice Open Line Coverage**

1. Advanced Notice Overtime Sign Up sheets will be posted for employees the Monday prior to the next pay week – i.e., posted Monday for Friday through Thursday. Said postings will include the available overtime lines and will show the actual assignment and times and date of the line. The employee will record their name, shift availability (to the nearest half hour) and current area of work. Providing that employees would not have

sufficient time to sign up in person they may call in (prior to the 48 hrs cut off time) to management and request over the phone to have their names added to the Advanced Notice Overtime Sign Up sheet.

2. Management will collect the sheet forty-eight (48) hours prior to the posted day to award the posted overtime.
3. Posted overtime will be awarded to employees who have signed the sheet based on seniority and qualifications.
4. After the overtime has been awarded, management will contact the employees granted overtime to confirm what shifts have been granted. If the individual refuses or changes their mind, they will be bypassed and the next person on the sign up sheet will be awarded the overtime. After the employee accepts the overtime shift, he/she is committed to that shift.

**C. Advance Notice Open Line Coverage**

In the event the Advance Notice Open Line coverage Sign Up is ineffective in covering open lines and after all employees on the list have been offered the available lines, management will call all employees who are on days off to offer the available shifts.

1. 24-48 hours prior to the available shifts, management will call employees requiring overtime who are off shift on the day the overtime is needed.
2. If the employee refuses or management cannot contact an individual employee, the employee will be bypassed and management will proceed to call the next person on the list. The cycle will be repeated until the shifts can be covered.

**D. Day of Overtime Sign Up**

1. Day of Overtime Sign Up sheets will be posted for employees as early in the day as possible and will include the available lines. Employees will insert their names, current schedule and time available to stay (to the nearest half hour) on the Sign Up sheet.

For clarity: Overtime Day Sign Up will be to cover for all overtime except for the Overtime Open Lines.

Overtime Open Line will be for overtime required as a result of open lines that are not filled through the regular bids.

Qualified employees whose regular shifts overlap an overtime shift by up

to one (1) hour or who are not available because of hours of work regulations for up to one (1) hour at the end of the overtime shift will be considered to be available to work the overtime.

2. Overtime will be awarded to employees on the Sign Up sheet based on qualifications and seniority, with full time employees being offered the opportunity first.
3. After the overtime has been awarded management will inform the employees granted overtime to confirm what shifts have been granted. If the individual refuses or changes their mind they will be bypassed to the next person on the sign up sheet. After the employee accepts the overtime shift he/she is committed to that shift.

#### **E. Day of Overtime Callouts**

In the event the Day of Overtime Sign Up is ineffective in covering open lines, management will call all employees in the specific working area who are on scheduled days off to offer the available shifts.

1. Management will call in order of seniority the employees off shift in their particular work department to solicit overtime shifts.
2. If the employee refuses or management cannot contact an individual employee, the employee will be bypassed and management will proceed to call the next person on the list. Management will leave a message for those employees with a voice mail advising that overtime is available. If the employee calls back and the overtime is still available, it shall be awarded according to qualifications and seniority. The cycle will be repeated until the shifts can be covered.

#### **F. Employees' Phone Numbers**

It is the employee's responsibility to ensure that the Company has his/her current phone number.

#### **G. Logs and Records**

Management will collect all sign up sheets and call logs and keep the records on file for one month. After one month, the files will be forwarded to Payroll/Human Resources for long term filing. These records will be provided to the Union and its designated representatives weekly unless mutually agreed by both parties.

- #### **H.**
- In the event that the Company is not able to obtain sufficient volunteers to perform the required overtime work in a timely fashion the Company may

require employees in the affected area to work up to two (2) hours overtime per employee. Mandatory overtime shall be assigned in reverse seniority order.

24.06 The Company shall keep up-to-date records of the call-in overtime offered to employees based on Article 24.05(a). A Union Steward or other representative of the Union may review a departments call-in overtime records, upon request.

24.07 Employees shall be allowed an uninterrupted ten (10) minute rest period approximately midway through each half shift.

**ARTICLE 25 - GENERAL**

25.01 Gender

Wherever the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever the feminine gender is applicable.

25.02 Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute whenever and wherever the plural is applicable.

25.03 The Company agrees to supply parking spaces for all employees working at James Armstrong Richardson international Airport in Winnipeg.

The Company shall pay one hundred (100%) percent of the cost of parking for employees that work only for the Company at James Armstrong Richardson international Airport in Winnipeg. If an employee works for two or multiple companies at James Armstrong Richardson international Airport in Winnipeg, the Company will not cover the cost of parking, unless the employee can provide substantial proof that the other company does not pay for parking

**ARTICLE 26 - INSURANCE-WELFARE BENEFITS AND PENSIONS**

26.01 Effective on January 1, 2016, Upon successful completion of probation, each eligible full time employee will be entitled to paid sick time in each year of employment as follows:

<b>Completed Period of Employment</b>	<b>Sick Leave Hours</b>
6 months	8 hours
1 year	16 hours
2 years	24 hours
3 years	32 hours
7 years or more	40 hours

Sick leave hours will be paid at 85% of the employee's regular hourly wage rate. At the end of the year, unused sick day will be paid at 100%. Employees may be required to provide a doctor's statement (in English) in the event that they miss three (3) consecutive days or more due to illness or injury if requested by the Company. Employees must also notify their supervisor of an absence by phone call on the assigned phone number for his/her department. Text, email or other similar means of notification are not acceptable.

26.02 After one (1) year of employment, each full-time employee shall be entitled to paid personal time of eight (8) hours in each year. Paid personal time must be approved in advance by the Company. Employees may request paid personal time by applying in writing at least two (2) weeks in advance. Approval depends on the operational needs of the Company. Paid personal time cannot be accumulated or carried over from year to year and shall not be paid out on termination of employment.

26.03 Employees who are unable to report to work for any reason must advise their supervisor not less than two hours prior to the commencement of their scheduled shift. Employees who fail to advise their supervisor at least 60 minutes prior to the start of their scheduled shift without satisfactory reason will not be entitled to paid sick time.

26.04 Benefits and Insurance Plan

a) The Company shall implement a group insurance plan. The terms and conditions of the plans shall be governed by the master agreement between the Company and the insurance carrier. The Company may change carriers at any time, provided the change in carriers does not result in any reduction of benefits to employees. While the Company will exercise its best efforts to assist employees with processing claims, the Company is not the insurer or the guarantor of the benefits provided under the insurance agreement. Any dispute relating to a claim is to be resolved by the employee and the insurance company and, therefore, is not a grievable matter.

b) Current Employees

All qualify full-time employees who, as of the date of signature of this collective agreement, are currently insured shall continue to be eligible to participate in the benefits and insurance plan.

c) New Hires After Signature

Subject to and in accordance with all the conditions and provisions, as well as all applicable terms of the benefits and insurance plan, qualified full-time employees shall become eligible to participate in the plan after having completed twelve (12) months of continuous service from their date of hiring.

d) Qualification

Employees must be actively working for at least twenty (20) hours per week to qualify for benefits. Required minimum hours will be calculated on an annual basis.

e) Premiums Payment

The Company agrees to pay 100% of the single premium cost of the current benefit plan for qualified employees. Employees may opt for family coverage for these benefits provided the employee pays the difference between single and family coverage by way of payroll deduction.

f) Absence from Work

Subject to applicable provisions of the *Canada Labour Code*, employees on a leave of absence (for one (1) month or more) must pay their portion of the benefit premium by monthly cheque in advance.

In the event that an employee owes premium arrears when resuming work, the amount due shall be reimbursed to the Company through a bi-monthly pay withholding in the amount of double the rate of the premium.

g) End of Coverage

Benefits coverage shall end on the effective date of the cessation of employment.

Commencing on the first day of the month following the completion of six (6) consecutive months of employment, the Company agrees to pay 100% of the single premium cost of the current benefit plan for full time employees. Full time employees may opt for family coverage for these benefits provided the employee pays the difference between single and family coverage by way of payroll deduction.

The terms and conditions of the plans shall be governed by the master agreement between the Company and the insurance carrier. The Company may change carriers at any time, provided the change in carriers does not result in any reduction of benefits to employees. While the Company will exercise its best efforts to assist employees with processing claims, the Company is not the insurer or the guarantor of the benefits provided under the insurance agreement. Any dispute relating to a claim is to be resolved by the employee and the insurance company and, therefore, is not a grievable matter.

Employees granted an unpaid leave of absence (excluding Union business) of more than five (5) working days must provide the Company with postdated cheques for their portion of the payments (family benefit portion only) for continuation of benefits.

26.05 After the completion of two (2) years of service (except for all the employees who, as of the date of signature of this collective agreement, are currently participating shall continue to be eligible to participate), the Company shall offer to all employees the opportunity to participate in a Retirement Savings Program. Participation in said program is voluntary.

Permanent employees can invest, by payroll deduction, in the Retirement Savings Program as outlined by the Company.

For each dollar invested by the employee, the Company will deposit a dollar into the employee's account to a maximum of three (3%) percent of the base salary.

### **ARTICLE 27 - BEREAVEMENT PAY**

27.01 The Company agrees that an employee may be absent from work due to the death of the employee's parent, spouse or child or the child of employee's spouse for up to four (4) days immediately following the date of death and the employee shall not suffer any loss of regular wages during that four (4) day period.

27.02 The Company agrees that an employee may be absent from work due to death in the immediate family for up to three (3) days immediately following the date of death and the employee shall not suffer any loss of regular wages during that three (3) day period. For these purposes immediate family includes the employee's grandparent, grandchildren, siblings, mother-in-law, father-in-law, spouse of mother or father and any relative permanently residing in the employee's household or with whom the employee resides.

27.03 The provisions of this Article apply to common law and same sex relationships. In the event that the employee requires a leave of absence beyond the three (3) or four (4) days provided for above, the employee may request a personal leave of absence pursuant to Article 13.

27.04 The Company agrees to waive any requirement for advance notice of the required leave of absence.

27.05 In order to qualify for the aforementioned bereavement leave of absence, an employee may be required to supply satisfactory proof of death.

### **ARTICLE 28 - HUMANITY FUND**

28.01 The Company agrees to deduct, upon receiving a written authorization from an employee covered by this agreement, on a biweekly basis the amount of (not less than \$0.01) per hour from the wages of all employees in the bargaining unit for all hours worked to a maximum of forty (40) straight time hours per week, and on a bi-weekly

basis, to pay the amount so deducted to the "Humanity Fund" and to forward such payment to:

United Steelworkers, Humanity Fund  
National Office  
234 Eglinton Avenue E., 7th Floor  
Toronto, Ontario M4P 1K7

and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

- 28.02 It is understood and agreed that participation by any employee in the bargaining unit in the program of deductions set forth above may be discontinued by any employee in the bargaining unit after the receipt by the Company and the Local Union of that employee's written statement of his desire to discontinue such deductions from his pay which may be received during the four (4) weeks following ratification of the Agreement or at any time thereafter.
- 28.03 It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278 RR 0001.

#### **ARTICLE 29 - SEVERANCE**

- 29.01 In the event that employees are permanently laid-off due to the permanent closure of all or part of the Company's operations, severance pay will be paid in accordance with the Canada Labour Code.

#### **ARTICLE 30 - TERMINATION**

- 30.01 This collective agreement shall come into force on December 21, 2015 and shall remain in force until December 20, 2018.

No provision of this collective agreement shall have a retroactive effect unless specifically provided for.

- 30.02 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last one hundred and twenty (120) days of its operation.
- 30.03 If notice of the intention to renew or amend is given by either Party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than

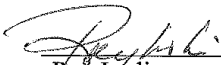


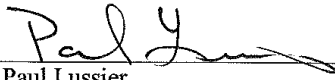
fifteen (15) days after such notice or as soon thereafter as is mutually agreed.

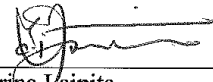
30.04 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the *Canada Labour Code*.


DULY EXECUTED BY THE PARTIES HERETO THIS 21 DAY OF DECEMBER, 2015.

**SIGNED ON BEHALF  
FOR THE UNION**

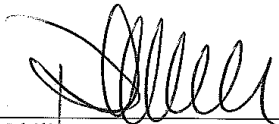
  
\_\_\_\_\_  
Roy Leslie  
Staff representative

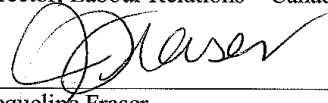
  
\_\_\_\_\_  
Paul Lussier  
President, Local 9074

  
\_\_\_\_\_  
Caterina Laipita

  
\_\_\_\_\_  
Maria Jessa Ever Pinon

**SIGNED ON BEHALF  
FOR THE COMPANY**

  
\_\_\_\_\_  
Philippe Lévesque-Groleau  
Director, Labour Relations – Canada

  
\_\_\_\_\_  
Jacqueline Fraser  
General Manager – Winnipeg

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**SCHEDULE "A"**

**HOURLY WAGES AND JOB CLASSIFICATIONS**

<b>Year(s) of service</b>	<b>Hourly Wages</b>
Start	\$11.30
1 year	\$11.70
2 years	\$12.05
3 years	\$12.40
4 years	\$12.75
5 years	\$13.15
6 years	\$13.55
7 years	\$13.95

Lead premium: \$2.00 per hour

- A. An employee progresses on the anniversary date of his hire.
- B. Integration of employees at the date of ratification\*\*

All employees who at the date of ratification, will be integrated as per their years of service the following chart and shall continue to progress as per the Schedule "A" from a level to another on the anniversary date of this collective agreement.

Employees at the date of ratification earns more than the scale, they will be considered red circle.

- C. After a year at the top of the salary scale, the employee will be considered red circled and will receive a lump sum payment equivalent of 1.5% of their regular hours worked.

Lump sums will be based on the previous year hours worked, (based on the CBA anniversary). The calculation of hours will include all regular hours worked, vacation, Stats, paid sick days, STD except for OT, to a maximum of 2080 hours. Employees on unpaid leave of absence will not have their hours credited.

\*\* Subject to a signature of the CBA in the next 30 days, following the ratification meeting.

**Letter of Understanding – Schedule “A”**

Employees at the date of ratification, who are within three (3) months of their anniversary of service, will receive the salary as indicated in Schedule “A”, article B at the date of ratification.

Subsequently, at their anniversary of service, eligible employees will have their salary adjusted to the next level on the Schedule “A”.

This LOU is only applicable for 2016.