

COLLECTIVE AGREEMENT

Between:

AIRPORT TERMINAL SERVICES CANADIAN COMPANY,



-and-

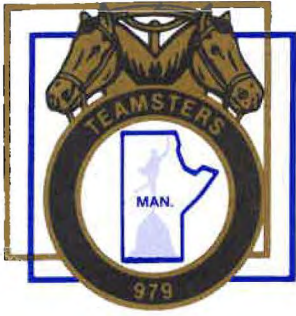
GENERAL TEAMSTERS LOCAL UNION NO. 979,

Affiliated with Teamsters Canada
and the
International Brotherhood of Teamsters.



February 18, 2016 thru February 18, 2019

15024 (01)



**GENERAL TEAMSTERS
LOCAL UNION No. 979**

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS
AND TEAMSTERS CANADA
C.L.C.

B1-1680 DUBLIN AVENUE, WINNIPEG, MANITOBA R3H 1A8
TELEPHONE: (204) 694-9798 FAX: (204) 633-2554



UNION LOCAL LABEL

NOTICE

If you are laid off or take a leave of absence (for at least 1 calendar month), discharged or voluntarily leave your employment, make sure you apply to your Local Union office **for a withdrawal card.**

***DO NOT ASK YOUR STEWARD!
DO NOT ASK YOUR BUSINESS REPRESENTATIVE!
THE RESPONSIBILITY IS YOURS!***

To be eligible, **you must have** your dues paid up to and including the month in which you request the withdrawal card.

**YOUR LOCAL UNION REPRESENTATIVE'S NAMES
AND TELEPHONE NUMBER ARE AS FOLLOWS:**

**KELLY GORZEN
SECRETARY-TREASURER**

**ROB MRYGLOD
BUSINESS AGENT**

**PAUL FRIAS
BUSINESS AGENT**

**BARRY PRESCOD
BUSINESS AGENT**

**LES KAUK
BUSINESS AGENT**

**ROGER QUENELLE
BUSINESS AGENT**

**B1 - 1680 Dublin Avenue
Winnipeg MB R3H 1A8
PHONE: 204-694-9798
FAX: 204-633-2554
EMAIL: local979@mymts.net**

NOTICE: If you have or are having a change of address please notify your Local Union office as soon as possible.

COLLECTIVE AGREEMENT

Between:

AIRPORT TERMINAL SERVICES CANADIAN COMPANY,



-and-

GENERAL TEAMSTERS LOCAL UNION NO. 979,

Affiliated with Teamsters Canada
and the
International Brotherhood of Teamsters.



February 18, 2016 thru February 18, 2019

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF AGREEMENT	1
ARTICLE 2 - UNION RECOGNITION	1
ARTICLE 3 - MANAGEMENT'S RIGHTS.....	1
ARTICLE 4 - SCOPE OF AGREEMENT	2
ARTICLE 5 - RATES OF PAY AND PREMIUMS	4
ARTICLE 6 - PAY CHEQUES.....	7
ARTICLE 7 - HOURS OF WORK, SHIFT SCHEDULES, MEAL & REST PERIODS.....	8
ARTICLE 8 - OVERTIME AND RECALL.....	14
ARTICLE 9 - RELIEF ASSIGNMENTS	15
ARTICLE 10 - PROBATION.....	16
ARTICLE 11 - SENIORITY AND STAFF REDUCTION.....	16
ARTICLE 12 - LEAVES OF ABSENCE	19
ARTICLE 13 - CREW CHIEF/SUPERVISOR VACANCIES & TRANSFERS.....	23
ARTICLE 14 - HOLIDAYS.....	24
ARTICLE 15 - VACATIONS	25
ARTICLE 16 - GRIEVANCE PROCEDURE	29
ARTICLE 17 - DISCIPLINE AND DISCHARGE	30
ARTICLE 18 - ARBITRATION.....	31
ARTICLE 19 - UNION / MANAGEMENT RELATIONS.....	32
ARTICLE 20 - GENERAL.....	34
ARTICLE 21 – DEDUCTION OF UNION DUES.....	38
ARTICLE 23 - DURATION OF AGREEMENT	40

ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to define the relations between Airport Terminal Services (the “**Company**”) and General Teamsters Local Union No. 979 (the “**Union**”), the wages and working conditions of employees of the Company represented by the Union, and a means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 - UNION RECOGNITION

2.01 The Company recognizes the Union as the sole Bargaining Agent for all employees performing the duties described in CIRB Order No.: 10893 – U a unit comprising:

“all employees of the Airport Terminal Services Canadian Company employed at the Winnipeg International Airport as full and part time/casual ramp agents, lead hands and supervisors/crew chiefs except for those excluded by the Act, excluding groomers, training supervisors, office staff, mechanics and managers.”

2.02 All employees shall, as a condition of employment, become Union Members within thirty (30) days from the date of their employment.

2.03 The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.

ARTICLE 3 - MANAGEMENT’S RIGHTS

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

- 3.01.01** The Union acknowledges that it is the exclusive function of the Company:
- 1) To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
 - 2) To hire new employees, classify, direct, promote, demote, transfer, assign shifts and increase/decrease the workforce from time-to-time.
 - 3) Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish Company policy and procedures required for the efficient conduct of its business.
 - 4) To make and alter from time-to-time reasonable rules and regulations to be observed by its employees which shall not be discriminating in nature in violation of Human Rights laws.

3.01.02 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.

3.02 Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.

3.03 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 4 - SCOPE OF AGREEMENT

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

4.01.01 RAMP SERVICES CLASSIFICATION

- 4.01.01.01 Ramp Agent** - Employed by the company to perform cargo service, lavatory servicing, portable water servicing. For the purpose of this clause cargo ramp duties include audits of ground equipment, tagging it, if out of service and unserviceable and notating such equipment in a log. Fuelling of ATS equipment, daily engine oil level checks and fuel checks and top up, aircraft towing and related marshalling activities, push outs and positioning, connecting and operating ground support equipment such as power units, air conditioning units and loading devices and other duties and functions related to the foregoing as directed by management and/ or a Crew Chief. Agents in this Classification will be required to hold a valid driver's license and must pass a written D/A license exam and a practical driven exam, as well as all recurrent training and hold and retain a valid RAIC.
- 4.01.01.02 Ramp Lead/Crew Chief** - comprises all those who, in addition to those duties and functions outlined in Article 4.01.01.01 duties may also include; attend regular meetings, demonstration of proper work methods, conducting on-the-job training, instruction of employees in new or revised operational procedures. A Crew Chief must have the ability to direct the workforce and provide practical training. Lead by example.
- 4.01.01.03 Supervisors** – comprises all those who, oversee and direct all those duties described herein above, perform all required reporting procedures, work directly below and report to management excluded from bargaining unit and who have the right to direct all work as well as perform any such duties as they deem necessary to maintain service to the client. Supervisors shall be required to report infractions of violations of Company rules and regulations as part of their normal duties. Supervisors will not discipline members of the bargaining unit but may issue discipline as per the instructions of management.

ARTICLE 5 - RATES OF PAY AND PREMIUMS

All Employees Classified as:

Ramp Agent/Casual

	Current	DOR	2nd Year	3rd Year
0 – 11 months	11.00	11.33	11.61	11.85
12 – 23 months	11.50	11.85	12.15	12.39
24 – 35 months	12.00	12.36	12.67	12.92
36 – 47 months	12.50	12.88	13.20	13.46
48 – 59 months	13.00	13.39	13.72	13.99
60 – 71 months	13.50	13.91	14.26	14.55
72 – 83 months	14.00	14.42	14.78	15.08
84 – 95 months	14.50	14.94	15.31	15.62
96 –107 months	15.00	15.45	15.84	16.16
108-119 months	15.50	15.97	16.37	16.70
120+ months	16.00	16.48	16.89	17.23

**All Employees Classified as:
Lead Hand/Crew Chief**

	Current	DOR	2nd Year	3rd Year
0 – 11 months	13.00	13.39	13.72	14.00
12 – 23 months	13.50	13.91	14.26	14.54
24 – 35 months	14.00	14.42	14.78	15.08
36 – 47 months	14.50	14.94	15.31	15.61
48 – 59 months	15.00	15.45	15.84	16.15
60 – 71 months	15.50	15.97	16.36	16.69
72 – 83 months	16.00	16.48	16.89	17.23
84 – 95 months	16.50	17.00	17.42	17.77
96 –107 months	17.00	17.51	17.95	18.31
108-119 months	17.50	18.03	18.48	18.85
120+ months	18.00	18.54	19.00	19.38

**All Employees classified as:
Supervisors**

	Current	DOR	2nd Year	3rd Year
0 – 11 months	15.00	15.45	15.84	16.15
12 – 23 months	15.80	16.27	16.68	17.01
24 – 35 months	16.60	17.10	17.53	17.88
36 – 47 months	17.40	17.92	18.37	18.74
48 – 59 months	18.20	18.75	19.21	19.60
60 – 71 months	19.00	19.57	20.06	20.46
72 – 83 months	19.80	20.39	20.90	21.32
84 – 95 months	20.60	21.22	21.75	22.18
96 –107 months	21.40	22.04	22.59	23.04
108-119 months	22.20	22.87	23.44	23.91
120+ months	23.00	23.69	24.28	24.77

- 5.02** Scheduled advancement from one rate of pay to the next higher rate in the wage scale for each classification will occur upon completion of the period described in the wage scale.
- 5.03** The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale based on his/her experience; no employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.
- 5.04** When an employee changes classifications such that the new classification has a higher pay rate then the employee shall receive a minimum of two dollars (\$2.00) increase or such greater sum beyond two dollars (\$2.00) to the next highest rate in the new classification. Increases thereafter shall be on the employee's anniversary date of hire.
- 5.04.01** Where an employee changes classifications such that the new classification has a lower pay rate the employee shall move to the pay rate corresponding to his seniority service with the Company.

ARTICLE 6 - PAY CHEQUES

- 6.01** Pay dates will be every other Friday. Pay slips will normally be available to employees no later than noon on pay day.
- 6.02** All time off, overtime/recall hours and premiums will be cleared from the employee's Time Record at the end of each pay period and identified and paid on the pay cheque for the next pay period.
- 6.02.01** Time adjustments of five (5) or less minutes will not be recorded.
- 6.03** Recovery of pay errors will be limited to those errors which occurred during the twenty-four (24) calendar month period immediately preceding the discovery of the error.
- 6.03.01** When pay errors involving an overpayment are discovered by the Company, written notification will be given to the employee of the overpayment at the time of the error being discovered. The notification will include the amount of the overpayment and the date that the amount will be deducted.

The Company agrees should an undue hardship be created they will review the repayment schedule. In the event the employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.

6.03.02 No unauthorized payroll deductions will be made other than those required by law or those outlined herein and agreed upon between the parties.

6.03.03 Pay errors involving an underpayment will be reported by the employee on the prescribed form and the Company will provide a response within five (5) working days of it being reported. Restitution will be made on the first pay cheque following verification of the underpayment, provided such verification is made three (3) or more days prior to the pay date; otherwise, it will be made on the next following pay cheque. However, where the underpayment is one hundred dollars (\$100.00) or more of regular pay, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

ARTICLE 7 - HOURS OF WORK, SHIFT SCHEDULES, MEAL & REST PERIODS

7.00 It is recognized the Company operates a continuous operation (24 hours a day, 7 days week, 365 days a year). As such the Company needs to schedule employees to meet those demands.

7.01 **Hours of Work** – Employees will receive the maximum amount of scheduled hours, up to an average of forty (40) hours per week, based on seniority and qualifications. Shift preferences will be based upon the employee's seniority and qualifications in the case of posted open and general shift bids. All employees will be subject to site staffing requirements, as per Management discretion. The minimum hours of pay for any shift for which an employee is dispatched shall be three (3) hours providing the employee is not removed for just cause. This clause may be amended by mutual agreement.

The Company will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes to airline schedules, airport schedules or other obligatory requirements. Management and the Union will get together to conduct this bid.

7.01.01

The Company will determine the staffing requirements and will jointly develop a shift schedule for each classification with the Union Scheduling Committee which will be comprised of the Business Agent and two (2) Union designates. This review will take place as soon as possible prior to the posting of the schedules pursuant to Article 7.02.02. Time required by the Scheduling Committee for the purpose of reviewing the requirements/schedules will, for the purposes of wages, be considered as time spent attending meetings with the Company. Schedules will normally be addressed a minimum of twice per year.

7.01.02

The Company and the Union agree that a modified (compressed) work week may be implemented where it is mutually agreed between the Station Manager and the Union members of the Shift Committee. The modified work week must not result in increased costs to the Company.

In any schedule, the total number of days off in the schedule will not be less than the following:

An Example of an:

<u>Average Length of Work Day</u>		<u>Days Off Sample Rotation</u>
8 hours	2/7ths	5 on/2 off
8 1/2 hours	1/3rd	6 on/3 off
9 hours	3/8ths	5 on/3 off
10 hours	3/7ths	4 on/3 off
12 hours	4/8ths	4on/4 off

- 7.02** **Shift Schedules** - will be developed in accordance with the following:
- 7.02.01** Shift Schedules will be posted at least seven (7) calendar days, or such shorter period by mutual agreement between the Company and the Union Business Agent, prior to implementation and will continue in effect until a change is required by the Company unless the Company does not have sufficient notice from the customer to meet the requirement. It is understood that these changes should be kept to a minimum as necessary to accommodate changes to staffing requirements.
- 7.02.02** Assignment to shifts developed for each classification through the provisions of Article 7.02 and the handling of vacancies on new shifts will be handled by seniority bid within each classification. Crew Chief/Supervisor classifications, “seniority” will be the time the employee has been a Crew Chief/Supervisor. Residual vacancies within the classification(s) will be handled in accordance with Article 13. Employees who fail to bid on a shift, or are unsuccessful in their bid(s) will be assigned by the Company. Shift assignments will be finalized seven (7) calendar days prior to their effective date.
- 7.02.03** Vacancies on existing shifts which occur between general shift bids will be handled by seniority bid within the status and classification in which the vacancy is occurring. Crew Chief/Supervisor classifications, “seniority” will be the time the employee has been a Crew Chief/Supervisor. Pending filling of the vacancy on a permanent basis the Company may assign employees to the vacant shifts. In all cases, the minimum notice periods provided for in Article 7.03.03 will apply.
- When shifts are available it is recognized that requirements must be met to fill shifts and it is agreed that requirements are part of the decision making process. It is recognized that when requirements are equal, seniority will prevail.

7.03 Change of Shift or Days On and Days Off

7.03.01 Occasional changes to an individual's schedule may occur to cover the absence of another employee due to annual vacations, sick leave and maternity leave, training and time off for Union business.

7.03.02 Where more than one employee is available to provide the necessary coverage, the assignment will be offered in order of seniority to the employee who is qualified to do the job.

7.03.03 Employees will be provided with not less than forty- eight (48) hours' notice for a change of shift and not less than seventy-two (72) hours'—notice of a change of days off, unless sufficient notice from the customer is not received. These time limits may be reduced if there are no employees available or willing to accept overtime or recall or if mutual agreement is reached between the Company and the Employee. Notice of the change will be provided to the employee in writing, copied to the Union Business Agent.

In the event that the Company receives notice of a flight cancellation, employees will be provided a 24 hour notice of cancellation of their shifts with no penalty under the following conditions: for current employees on condition of makeup of hours within four (4) weeks at Company's discretion, if rejected by the employee they forfeit the right to makeup the hours. All hours will be paid at straight wage rates.

7.03.04 When an employee changes his/her classification under the provisions of Article 11 or 12, the Company may change that employee's shifts or days off. The minimum notice periods provided for in Article 7.03.03 will apply.

7.03.05 The Company will calculate the effect of shift or shift schedule changes made in accordance with this Article 7.03 on an employee's hours of work during the work week in which changes are affected. The employee will be credited at the rate of one and one-half times (1-1/2 X) for any hours worked in excess of forty (40) hours during that work week. For the purposes of the foregoing, the work week shall be the period

from midnight Sundays (0001 Monday) to midnight the following Sunday (2359 Sunday).

- 7.04 Meal Periods** - will be not less than thirty (30) minutes in duration away from the job. One (1) meal period will be scheduled in each shift within one and one-half (1-1/2) hour on either side of the mid-point of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 7.04.01** If, due to requirements of the service, an employee is unable to take a meal period at the scheduled time, the meal period will be taken at a time available during the period provided for in Article 7.04. If this is not possible, the employee must take the meal period at some other time during the balance of the shift agreeable to the Company.
- 7.04.02** An employee who works more than three (3) hours overtime after his/her shift will be provided with an additional twenty (20) minutes paid meal period.
- 7.04.03** Employees who report to work a recall will be provided with a twenty (20) minute paid meal period after four (4) hours of work and employees who work more than eleven (11) hours on a recall will be provided with an additional twenty (20) minute paid meal period.
- 7.04.04** An employee who is unable to take a meal period granted under the provisions of Article 7.04.02, or 7.04.03, will be credited with twenty (20) minutes of overtime or recall.
- 7.05 Rest Periods** - Employees shall be granted two (2) fifteen (15) paid rest breaks on 8 hour shifts and three (3) fifteens (15) on 12 hour shifts.
- 7.06 Off Duty Period** – Once an employee has worked a minimum of eight (8) scheduled hours in a work day, the employee is entitled to a eight (8) hours off duty period prior to the start of the next shift.

- 7.06.01** If any work period continues so that it terminates within eight (8) hours as provided for in Article 7.06, prior to the commencement of the employee's next scheduled shift, the employee shall have two choices.
- (a) To report for their next shift as scheduled and receive overtime at the rate of one and one half times (1 ½) their regular rate of pay for the hours of insufficient rest, or
 - (b) Not to report for duty until the eight (8) hours have elapsed and the employee shall suffer no loss of pay, nor have their shift changed, for the purpose of this Article only.
- 7.06.02** The provisions of Articles 7.06 and 7.06.01 will not apply in situations which occur as a result of a shift trade.
- 7.07** **Shift Trades** - Employees may arrange for another employee to work their shift subject to management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company as a result of the said shift trade.
- 7.07.01** The employee covering the shift must be qualified to and capable of performing the work.
- 7.07.02** Notice of the trade will be provided to management in writing, at least twenty-four (24) hours in advance except in exceptional circumstances, and will be signed by the employees involved and shall be subject to the approval, in writing, of management.
- 7.07.03** Overtime worked prior to or following a traded shift will be credited to the employee who worked the shift as though the shift had been the employee's scheduled shift.
- 7.07.04** Sick leave provisions will apply to the employee who has agreed to work the shift.
- 7.07.05** For a shift trade on a holiday, the employee originally scheduled to work will receive the applicable day off credit (e.g. a full-time employee receives eight (8) hours) The employee working the shift, who was previously on a day off,

will receive the applicable work day credit (e.g. a full-time employee receives pay for the length of the shift at straight time plus 1.5X the length of the work day).

7.07.06 Employees will record cancellation of shift trades in writing, with a minimum of twenty-four (24) hours advance notice to the Company.

7.07.08 Partial shift trades/Giveaways are permitted provided that no shift is split into more than two (2) parts. Meaning no more than two (2) employees may cover a single shift where one of the employees must work at least one (1) hour if attached to another shift or minimum of three (3) hours if not consecutive to time being worked. Partial shift trades are subject to the same conditions and approvals as referenced above.

ARTICLE 8 - OVERTIME AND RECALL

8.01 A work day will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day on which the shift or recall began.

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

8.02.01 It is recognized that occasionally employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled or due to operational requirements. Additionally, employees will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee is scheduled to work or when there is an unplanned workload which cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift.

8.02.02 Overtime and recall shall be distributed among the employees qualified to perform the work and on an Availability List.

Employees wishing to work overtime shall place their name on an Availability List which shall be posted each week on Thursday for work to be performed in the following week. Employees shall indicate which days of the following week they are available for call. The Company shall have at all times the right to limit overtime where it is possible to have work performed at straight time rates.

- 8.03** **Overtime** - All time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at one and a half (1 ½) times the regular rate of pay unless working on an approved modified work week.
- 8.04** **Recall** - If an employee is requested to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be credited with a minimum of four (4) hours at the rate (1-1/2) her regular rate.
- 8.05** **Time-Records** - Accurate records will be maintained for each employee which will be made available on request to the employee and to the Union Representative if the employee so wishes.

ARTICLE 9 - RELIEF ASSIGNMENTS

- 9.01** Temporary relief duties in a higher paying classification or job assignment will be offered to available employees within the classification in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.
- 9.02** An employee who is assigned to temporary relief duties in a higher paying classification or job assignment will be paid a premium of one dollar (\$1.00) when moving from Ramp Agent to Crew Chief and two dollars (\$2.00) from Crew Chief to Supervisor per hour in addition to their regular pay. This premium is not compounded in the calculation of overtime or recall and is paid for all hours worked in the higher paying classification or job assignment. A minimum of two (2) hours' premium will be paid for any relief assignment.

ARTICLE 10 - PROBATION

- 10.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of three (3) months of service, excluding any period of absence of seven (7) calendar days or more.
- 10.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.
- 10.03** In the event of a staff reduction, probationary employees will be affected in reverse order of seniority in accordance with Article 11.06 but will not have the right to bump another employee or to lay-off and recall.

ARTICLE 11 - SENIORITY AND STAFF REDUCTION

- 11.01** Except as otherwise noted herein, employees will accrue seniority as follows:
- 11.01.01** **Company Seniority** - will date from the first day of work in any position with the Company.
- 11.02** **Union Seniority** - will date from the first day of work (including training) in any classification covered by this Agreement.
- 11.02.01** In cases where two (2) or more employees have the same union seniority date, The sequence of seniority will be determined by the application of the following in the order stated:
- 11.02.02** Company Service Date for employees is date of hire with the Company.
- 11.02.03** By lot, in a manner mutually established by the Company and the Union.
- 11.03** **Seniority Lists** - will be prepared, corrected, amended and published in the following manner:

- 11.03.01** Not later than March 30 and September 30 each year, the Company will post on each bulletin board complete Seniority Lists for each classification described in Article 4. These lists will show for each employee listed thereon, in order of Union seniority, name, status. Company Seniority Date, Union Seniority Date and sequencing determinant described in Article 10.01.
- 11.03.02** It will be the responsibility of each employee to examine the list and make written request for any correction during the twenty-one (21) calendar days following posting. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Local Union.
- 11.03.03** All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) calendar days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists.
- 11.04** **Maintenance of Seniority** - Seniority will be maintained and accumulated except as provided for in the following.
- 11.04.01** The following will result in the loss of the employee's seniority, removal of their name from the seniority lists and termination of employment rights.
- 11.04.01.01** When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.
- 11.04.01.02** When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.
- 11.04.01.03** When the employee deserts service (resignation without notice).
- 11.04.01.04** Recall rights for a minimum of one (1) years or the length of their service whichever is greater, commencing date of ratification.

- 11.04.01.05** When the employee is retired with or without pension.
- 11.04.02** The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.
- 11.04.02.01** When the employee has been in a position with the Company outside the scope of this Agreement for a period in excess of ninety (90) working days per calendar year.
- (a) An employee who remains outside the scope of the agreement for more than ninety (90) days in a calendar year, will have his/her union seniority reduced equally to the number of days in excess of ninety (90) days.
- (b) The Union Business Agent in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.
- 11.04.03** The following will result in an interruption in the accrual of seniority in the manner and for the period specified.
- 11.04.03.01** Seniority will continue to accrue during a voluntary leave of absence.
- 11.05** **Layoff** – In all cases, the junior employee will be laid off first provided the employees who remain can meet the Company's contractual requirements. Employees may choose to forego recall rights by accepting Company severance.
- 11.05.01** The Company shall give at least fourteen (14) calendar days' notice to employees and the Union of any contemplated layoffs.
- 11.05.02** Employees, when laid off, must file their address and telephone number with the Employee Services Department and must advise that Department in writing of any subsequent change.
- 11.06** **Recall**
- 11.06.01** Recall will be in order of classification seniority.
1. Full-time vacancy - offer the position to the most senior qualified full-time employee who is currently laid off.

2. Part-time vacancy - offer the position to the most senior qualified employee, who is laid off, regardless of status.

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

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

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

11.06.05 Failure to comply with Articles 11.04 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

11.07 **Notices and Correspondence**

11.07.01 Copies of all notices and correspondence relating to Article 11 shall be sent to the Local Union Business Agent by the person originating that piece of correspondence.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 **Voluntary Leave of Absence** - When the requirements of the Company permit, an employee, upon written request through his immediate Manager, may be granted a Voluntary Leave of Absence without pay for a period not exceeding six (6) months.

12.01.01 The granting of Leave is at the sole discretion of the Company, however, requests will be considered in order of seniority among those on hand at the time of granting. A Leave must be used for the purpose for which it was granted.

12.01.02 The Company will indicate its approval of the Leave in writing, including the commencement and termination dates, fourteen (14) or more calendar days prior to the requested

commencement date of the Leave. Once approved, a Leave may not be cancelled except by mutual agreement between the employee and the Company.

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

12.02 **Reassignment, Maternity, Parental Leave**

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

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

12.02.02 An employee who takes, or is required to take, a Leave under this Article will be reinstated in the position they occupied when the Leave commenced, subject to the provisions of Articles 11 and 12.

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

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

12.02.05 The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a Leave, nor will the Company take into

account the pregnancy of an employee or the intention of an employee to take a Leave in any decision to transfer or train the employee.

- 12.02.06** An employee on a Maternity or Parental Leave who wishes to terminate their Leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and employee.
- 12.02.07** **Paternity Leave** - Upon request, a male employee will be granted two (2) days, with pay, of Paternity Leave at the time of the birth or adoption of his/her child. If requested the employee will be granted up to an additional three (3) days without pay.
- 12.03** **Union Business Leave of Absence** – An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a Leave of Absence without pay for that purpose in accordance with the following.
- 12.03.01** The number of employees granted a Union Leave will not exceed two (2).
- 12.03.02** The Union will advise the Company of the name of such employee, the term of the Leave and the purpose.
- 12.03.03** The employee's participation in employee Benefit Plans will be suspended at the start of the month following the commencement of the Leave and be reinstated at the start of the month following the return of the employee.
- 12.03.04** The employee will continue to accrue Company and Union seniority while on Union Leave.
- 12.04** **Sick Leave/Personal Days** - An employee absent from work due to an illness or injury (other than an illness or injury covered by Worker's Compensation Board) will be allowed sick leave with pay as outlined in the following:

- 12.04.01** An employee who has successfully completed his/her probationary period will be credited with five (5) days sick per calendar year or part thereof.
- 12.04.02** Unused days from each calendar year may be accumulated, to a maximum of ten (10) days.
- 12.04.03** Accrued sick leave credits will be reduced when an employee is absent due to illness or injury until such time as the credits are exhausted or disability insurance benefits commence except that employees will be entitled to elect to defer the commencement of disability insurance benefits until all of their accrued sick leave credits are exhausted. Debits for the balance of the shift will be recorded to the next quarter-hour.
- 12.04.04** The applicable pay for sick leave will be the employee's regular rate of pay in effect at the time the sick leave is taken.
- 12.04.05** Paid sick leave is for the sole and only purpose of protecting the employee against loss of income while s/he is legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.
- 12.04.06** Where payment of an employee's WCB (workers' compensation) claim is delayed, and subject to the employee completing an assignment form agreeing to reimburse the Company when and if their claim is approved, the employee will be permitted to draw from their sick leave credits in accordance with Articles 12.04.04 and 12.04.05. When reimbursement is made, the sick leave credits which were used will be reinstated.
- 12.04.07** **Personal Days – Sick days** may be used as Personal Days however the employee must give seven (7) days advance request, such request shall not be unreasonably denied in order to take a personal day. Personal days may be denied due to conflicts with vacation scheduling and are not meant to extend an employee's vacation other than by mutual agreement.

- 12.05** **Bereavement Leave** - When a death occurs in the immediate family of an employee, the employee will be granted Bereavement Leave with pay for three (3) working days to be taken within four (4). At the employee's option, these days will be taken immediately following the day of death or at the discretion of the employee.
- 12.05.01** Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step - parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-law partner" will be as recognized by the Canada Labour Code.
- 12.05.02** In circumstances where the deceased is not a Member of the immediate family but is a guardian, grandparents of employee's spouse, brothers and sisters of the spouse, an employee shall be granted Bereavement Leave with pay for one (1) working day. At the employee's option, this day will be taken immediately following the day of death or at the time of the funeral.
- 12.05.03** Additional Leave without pay will be granted as follows:
- (a) Up to five (5) calendar days as requested by the employee for travel out of the city.
 - (b) Additional days as granted by the Company such requests will not be unreasonably denied.

ARTICLE 13 - CREW CHIEF/SUPERVISOR VACANCIES & TRANSFERS

- 13.01** When a vacancy occurs within the Crew Chief/Supervisor classifications covered by this Agreement, all employees will be advised by way of a notice of vacancy which will outline the qualifications of the classification and the commencement date of the position. Such vacancy notices will be posted on the appropriate bulletin board(s) for a specified period of at

least a seven (7) business day duration and will be copied to the Shop Steward.

- 13.02** In filling vacancies in the Ramp Agent classification, the job will be awarded to the senior applicant.
- 13.03** The employee will be given no less than three (3) clear calendar days' notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.
- 13.04** An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.
- 13.05** All notices to an employee under this Article will be in writing, copied to the Steward and the Union.
- 13.06** If the employee desires to withdraw their request at any time prior to the promotion or transfer being offered they may do so in writing without penalty. If the employee is offered the position they requested and then declines the next senior applicant will be offered the promotion or transfer.
- 13.07** An employee wishing to demote may submit a request to demote to his immediate Manager. The employee must fulfill the duties of the position until the position can be rebid and filled.

ARTICLE 14 - HOLIDAYS

14.01 The following holidays will be granted to all employees covered by this Agreement who have completed thirty (30) days of employment:

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

14.02 If operational requirements allow a reduction of staff levels on a holiday, the Company will first offer the day off to employees on each shift and classification in order of seniority. If insufficient volunteers are obtained, the Company may then assign the day off to employees on each shift and classification in inverse order of seniority. The Company will notify employees who are either granted or assigned the day off will be advised, in writing, at least seven (7) calendar days in advance of the holiday.

14.03 When an employee is granted a day off in accordance with Article 14.02, the employee's regular pay will not be reduced. When a holiday falls on an employee's day off, the employee will be paid per the Canada Labour Code. When an employee works on a holiday, the employee will be paid per the Canada Labour Code.

ARTICLE 15 - VACATIONS

15.01 General

15.01.01 An employee will receive Annual Vacation with pay as provided for in Article 15.02 according to his/her years of employment with the Company.

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

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

15.01.04 Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with

twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.

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

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

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

15.02 **Entitlement**

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

<u>Years of Employment</u>	<u>Entitlement</u>
1 through 4 years	14 calendar days (4%)
5 through 10 years	21 calendar days (6%)
11 years and over	28 calendar days (8%)

Note: Employees must have completed five (5) or eleven (11) years before moving to the next level.

Any increases in vacation entitlement are effective upon ratification of this Collective Agreement.

15.02.02 Employees laid off under the provisions of Article 11, on Long-Term Disability or on a Voluntary, Child Care or Leave

of Absence under the provisions of Article 11 will have their paid vacation entitlement reduced.

15.03 **Selection**

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

A black out period where no vacation will be permitted will take place from December 15 to January 6 with a minimum of one (1) vacation block in the Crew Chief and Supervisor classifications and a minimum of two (2) vacation blocks for Ramp Agents.

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

15.03.03 Employees will select vacation dates by noting their selection on the posted bulletin no later than October 31st. If possible, such selection is to be noted by each employee in order of their seniority with the most senior employee noting their vacation selection first and the most junior last.

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

15.03.04 An employee who fails to select their vacation dates no later than October 31st will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such employee will select vacation dates from these available dates no later than November 12th and in the event he/she

fails to select, he/she will be allocated vacation dates by the Company from those that are available.

15.03.05 No later than November 15th, the Company will post a bulletin showing the allocation of vacation dates for each employee for the following calendar year.

15.04 **Waiting List**

15.04.01 Vacation dates which become available after the allocation of vacation dates will be offered, in order of seniority, to employees who are on a waiting list and, once accepted, will become their allocated vacation dates. There will be a maximum of two (2) awards for an open vacancy.

15.05 **Vacation Pay**

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

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

15.05.03 Vacation pay will accrue at the appropriate percentage of the employee's pay per the Canada Labour Code (i.e., 4%, 6% or 8% according to Article 15.02.02).

15.06 **Extended Vacation**

15.06.01 Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by requesting a short Leave of Absence without pay.

15.06.02 Employees wishing to take extended vacation must notify the employer by December 1st prior to the year in which the extended vacation is to be taken.

15.06.03 Extended vacation will be approved only after all the annual vacation entitlements have been bid.

ARTICLE 16 - GRIEVANCE PROCEDURE

- 16.01** Any grievance of a disciplinary nature shall first be taken up between such employee and a representative of the employer's Management Team. Such employee shall be informed of his/her entitlement to be accompanied by a Shop Steward or Union representative.
- Time Limit to institute a grievance:
Termination or layoff ten (10) calendar days
All others fifteen ----- (15) calendar days
- 16.02** Failing settlement under a) above, such grievance shall be taken up between the employee's Manager, or higher authority, and a Steward or Union Representative. This Step must be completed within ten (10) calendar days from the completion of (a) above unless otherwise agreed upon.
- 16.03** Failing settlement 16.02 above, such grievance and any question or controversy that is not of a kind that is subject to 16.01 above, the grieving party shall reduce the grievance to writing and it will be referred to and take up in a presentation to a Grievance Board, hereinafter referred to as "The Board". Such Board shall consist of two (2) Union Representatives appointed by the Union, and two (2) representatives of the Employer, appointed by an officer of the Employer.
- All members of the Board shall have been duly appointed and so authorized that any settlement arrived at by the Board on a specific grievance shall be final and binding.
- 16.04** Except by written mutual agreement between the Union and the Employer providing for an extension of time and setting a firm meeting date, 16.03, must be completed within ten (10) calendar days from the completion date of b) above.
- 16.05** In all such grievance procedures, the Union representative shall act in the capacity of Chairman of the meeting, and the representative of the Employer shall act in the capacity of Recording Secretary.

All copies of all minutes shall be signed and dated by both the Union and the Employer.

16.06 Failing settlement under the above steps, the matter will be referred to an agreed-upon neutral person to act as an Arbitrator (see Article 18), who will meet with the Parties to hear both sides of the case.

The cost of the Arbitrator will be borne equally by the Union and the Employer.

ARTICLE 17 - DISCIPLINE & DISCHARGE PROCEDURES

17.01 If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and the Shop Steward and Union.

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

17.02.01 Except in cases of conduct which would support discharge such as dishonesty, falsification of records, insubordination, sexual harassment or culminating incidents supporting discharge, employees shall be allowed to choose one of the following options at the time the discipline is dispensed:

- i) accept and serve the suspension. An employee choosing i) will be deemed to have forfeit his rights to the grievance and arbitration procedure.
- ii) grieve the suspension and remain on the job until the grievance is resolved. The discipline will be considered to be imposed at the time dispensed however the employee choosing 1 will serve the suspension (if a suspension has been maintained) once the grievance is settled in accordance with the settlement or the grievance has been abandoned by the Union. The above does not apply in cases of discharge.

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

- 17.03** If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to a maximum of seven (7) business days with pay to provide the Company with sufficient time to investigate and consider all factors.
- 17.04** The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months from date of last infraction. An employee shall be entitled to review his/her personnel file by submitting a letter to the local Manager and remove any letters of discipline from his/her personnel file that have expired.
- 17.05** If an employee is suspended pending termination, such suspension will take effect immediately upon the employee receiving notice thereof.

ARTICLE 18 - ARBITRATION

- 18.01** The proceedings of the arbitration shall be by sole arbitrator.
- 18.02** Notice of Intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 2 of the grievance procedure.
- 18.03** An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after the Notice of Intent to arbitrate has been given, as provided in Article 18.01. If the parties are unable to agree on the choice of Arbitrator either

party may request the Minister of Labour to name the arbitrator.

18.04 The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

18.05 The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employee(s) involved.

18.06 The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

ARTICLE 19 - UNION / MANAGEMENT RELATIONS

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

19.02 **Letters of Understanding** - Any Letter of Understanding negotiated between the Station Manager or his/her designate and the Union will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

19.03 **Time-Off - Union Representatives** – The Company recognizes the importance of prompt handling of Union business, such as the handling of grievances throughout the process, negotiating of amendments to agreements, and attendance at

Union meetings at various levels. The Company further recognizes the importance of the role of Union representatives in carrying out the functions of Union business. It is therefore agreed that Union representatives will be granted reasonable time off to carry out such functions. This time will be allowed as promptly as possible consistent with service pressures. In order to facilitate this process it will be the obligation of the Union representative(s) to afford as much notice as possible of such needs and to obtain permission for the time required from their immediate Manager and the Manager of the employee(s) involved.

Additionally, the Union representative will notify their Manager when returning to duty.

- 19.03.01** For meetings involving the Company and the Union the Company will absorb the cost of the scheduled time lost by Union Members and representatives. The Union will bear the cost of the scheduled time lost by Union Members and representatives while participating in activities authorized by the Union. The Union Local will be billed for the time off except in those cases where the Company has agreed to absorb the cost. In either case the employees involved will not be deducted or removed from the payroll.
- 19.03.02** Time spent by a Union representative attending meetings with the Company outside the representative's scheduled shift (with the exception of meetings for the negotiation of a renewal of this Agreement) will be computed at straight time.
- 19.03.03** The Union will advise the Company in writing of the names of its elected or appointed representatives.
- 19.03.04** The Union representative or designate (Steward) will be allocated one (1) hour of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.
- 19.04** **Education Leave** - The Company will grant a Leave of Absence, without pay, to not more than two (2) employees, for a combined total period not exceeding thirty (30) days in

any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union.

The Company will grant a Leave of Absence, without pay, to not more than two (2) Members of the Grievance Committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.

19.05 Bulletin Boards - The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the General Manager.

19.05.01 Union Office - The Company will provide space for Union members at the airport location.

19.06 Data to be supplied to Union - With each remittance required under Article 21, the Company will supply the Union with a list containing the following information:

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

ARTICLE 20 - GENERAL

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

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

- 20.01.01** A Health and Safety Committee, consisting of two (2) Members appointed by the Company and two (2) Members appointed by the Union will be established in the base. The Committee will meet as required to fulfill the requirements of the applicable provisions of the Canada Labour Code. The Company shall post and keep posted the names of all the Members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of employees.
- 20.01.02** The Union Health and Safety Representative is entitled to such approved time from his/her work as is necessary to carry out his/her functions as a Representative. Any time spent by him/her carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been spent at his/her work.
- 20.01.03** The Company will allow time off for related Union training for all Health and Safety Representatives up to a maximum of one (1) employee other than by mutual agreement for a maximum of three (3) days each per year other than by mutual agreement.
- 20.01.04** With advance notice, a Representative of the Union shall have access to all work areas and staff covered by this Agreement.
- 20.01.05** Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing (excluding footwear), safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense. Employees are required to use these items where necessary.

20.01.06 The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of gloves to perform their work.

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

20.02 **Footwear Allowance** - The Company will reimburse employees a footwear allowance up to sixty five dollars (\$65.00) for new hires and one hundred dollars (\$100.00) for employees with more than one year service for each year. Receipts must be provided. The reimbursement will be paid on the next pay cheque.

20.02.01 There is no rollover from year to year.

20.03 **Work Clothes and Uniforms**

The Company will provide the following initial allotment at no cost to the employee.

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

5 shirts and 5 pants or any combination of shorts and pants to a total of 5 (full-time employees)

3 shirts and 3 pants or any combination of shorts and pants to a total of 3 (part-time employees) (The above will be replaced as wear and tear warrants.)

In addition, employees will receive:

1 winter parka every 2 years

1 rain/summer jacket every 2 years

gloves (replaced as needed) – the Company may require worn gloves or an explanation for new gloves

4 pair winter gloves per year (replaced as needed)

1 safety vests (replaced as needed)

1 winter cap

1 summer cap

hearing protectors

knee pads – will be available upon request

Any of the supplied clothing or safety required articles shall be replaced as required (worn or damaged) at no cost to the employee.

20.03.02 The Company agrees that employees who work outdoors will not be prohibited from wearing unadorned sweatshirts under their jacket or parka or during their rest or meal breaks.

20.04 **Locker/Storage Facilities** - employees will be provided with individual secure storage space for safe keeping of personal effects and work clothes.

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

20.06 **Copies of Agreement** - As soon as practical, the Company and Union will prepare a final draft of this Agreement and will agree upon the arrangements necessary for its printing. The Union will be responsible for the typing of the final draft. The Company will be responsible for the cost of printing each. All employees and all levels of Management concerned will be given a copy of the printed Agreement.

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

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

20.07.01 **Sexual/Racial Harassment** – The Company and Union recognize an employee's right to a working environment which is free of harassment on the grounds of race, sex and sexual orientation. For the purposes of this Agreement,

“harassment” means any conduct, comment or gesture of racial or sexual nature or connotation which is:

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

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

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

ARTICLE 21 – DEDUCTION OF UNION DUES

- 21.01** The Employer shall, no later than the twentieth (20th) day of each month, remit to the Union a list containing the names of all employees who have left their employ since the previous checkoff was remitted, in addition to the names of all new employees hired during the preceding checkoff month. The Union shall then immediately send the Employer a current checkoff list based on the information supplied by the Employer.
- 21.02** Fifteen (15) days after an employee commences employment, they shall have an amount equivalent to the monthly dues of the Union deducted from their wages, and that amount, along with the employee’s name, will be added to the Union checkoff, before same is mailed to the Union. The Employer will deduct the Initiation Fee from the employee after the employee has completed ninety (90) calendar days of employment. The deduction of Initiation Fees shall be in increments of twenty – five (\$25.00) per pay check commencing the first pay period following ninety (90) calendar days of employment until the Local Union Initiation is fully paid.
- 21.03** All employees referred to above, will be required to sign an authorization form for the deduction and remittance of

Initiation Fees, Union Dues, and fines and/or assessments, which may be levied by the Union in accordance with the Union's Constitution and/or By-Laws.

21.04 The Employer shall deduct and pay over to the Secretary-Treasurer of the Local Union, such Initiation Fees, Union Dues, fines and or assessments levied in accordance with the Union's By-Laws, owing by the said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Local Union, not later than the tenth (10th) day of the month following the month to which such monies apply, and shall be accompanied by a written statement which will include the names and social insurance numbers of the employees for whom the deductions were made, and the amount of each deduction. Where the Employer is not remitting such dues, initiation etc. as outlined herein above the Employer shall indicate the reason for not remitting on the Local Union check off. The Employer is entitled to rely absolutely upon a certificate of the Secretary-Treasurer of the Local Union that such fees, dues, fines and or assessments were levied in accordance with the Local Union's By-Laws.

21.05 The Union shall forward all authorization forms to the Employer. It shall be the responsibility of the Employer to take proper and due care of all authorization forms sent to the Employer by the Union.

ARTICLE 22 - HEALTH AND WELFARE AND PENSION

22.01 The Company agrees to provide the Health and Welfare plan currently in effect to both full and part time employees in no lessor form than as currently provided for the term of the Collective Agreement.

22.01.01 The Company agrees to provide the current Pension Plan currently in effect in no lessor form than as is currently provided for the term of the Collective Agreement.

ARTICLE 23 - DURATION OF AGREEMENT

- 23.01** This Agreement is effective on the **Date of Ratification** and will continue in full force and effect until **(3 years following the date of ratification)** and may be varied by mutual agreement, in writing, between the parties hereto. It will remain binding thereafter from month-to-month unless notification, in writing, to reopen the Agreement, is served by either party not more than ninety (90) days prior to the expiry date, or any continuation of expiry date, on a month-to-month basis, subject always to Article 22.02.
- 23.02** This Agreement will remain in full force and effect until superseded by another Agreement or until all the requirements of the prevailing Federal laws have been met and no Agreement has been reached. All increases, premiums, etc. are for existing employees as of the date of ratification.

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

Winnipeg, Manitoba, this 18th day of February , 2016.