

# COLLECTIVE AGREEMENT NO. 6



**SERVISAIR INC.**

and



**TRANSPORTATION DISTRICT 140,**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**LOCAL LODGE 1681 - EDMONTON**

**JULY 20, 2009 - JULY 19, 2012**

For Hourly Rated Employees  
Edmonton International Airport

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## **ARTICLE 1.00 - PURPOSE**

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

## **ARTICLE 2.00 – RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated employees at Edmonton International Airport, except Supervisors, Management and Office Staff in accordance with the Certification issued by the Canada Industrial Relations Board.
- 2.02 Employees, who are not members of the Bargaining Unit covered by this Collective Agreement, shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by the agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.

## **ARTICLE 3.00 - RIGHTS OF MANAGEMENT**

- 3.01 The Union acknowledges that it is the exclusive function of the Company:
- (a) to maintain order, discipline and efficiency, and
  - (b) to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
  - (c) To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this agreement. The Company agrees to give written notice at least seven (7) days before it intends to make any change in rules and regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union at the time of the notice.

- (d) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company.
- (e) Supervisors can train on computer systems provided:
  - i) Product is fully staffed at the time
  - ii) Minimum One day advanced notice is given
  - iii) Maximum training time of 30 minutes
  - iv) Once per month, per supervisor, per system

3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

#### **ARTICLE 4.00 - UNION DUES AND UNION MEMBERSHIP**

4.01 The parties hereto agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.

4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.

4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.

4.04 The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

The Company agrees to deduct authorized initiation/ reinstatement fees from employees as authorized.

The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by not later than the twentieth (20th) day of the following month.

4.05 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the moneys

deducted shall be sent.

- 4.06 If the wages of an employee payable on the payroll for any pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month. The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 4.07 The Company agrees to provide the IAM&AW District Lodge 140 on a quarterly basis, with the names and addresses of the employees in the bargaining unit. These shall be mailed, e-mailed, or faxed to the Union office in Richmond BC.
- 4.07 The Chief Steward or designee to spend one (1) hour with the new hires during training. Also the Chief Steward or their designee will conduct the draw for seniority per Article 12.08 same day hiring, then shall immediately advise the Company in writing of the results.

## **ARTICLE 5.00 - STRIKES AND LOCK-OUTS**

- 5.01 Strikes - It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes.

In addition, during the term of the Collective Agreement or negotiations for its renewal, there shall be no lockouts by the Company.

## **ARTICLE 6.00 - NO DISCRIMINATION**

- 6.01 The Union, and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 No employee shall be discriminated against by the Company nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03 Where the word "he" is used in this Collective Agreement, it also means "she".

## **ARTICLE 7.00 - SPECIFIC PERFORMANCE**

- 7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 7.02 It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

## **ARTICLE 8.00 - UNION REPRESENTATION & SAFETY**

- 8.01 The Union shall name a Shop Committee who shall be employees of the Company covered by this Agreement. However, not more than two (2) members shall attend any meeting between Management and Union. A third member may be allowed to sit in meetings for training purposes only.
- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed.

Only Shop Steward Committee members, a General Chairperson and/or an International Officer of the Union shall be present at meetings with the Company. All time in meetings shall be paid at regular time.

- 8.03 (a) The Union may designate and the Company shall recognize Shop Stewards and Senior Steward for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and Senior Steward and the work area the Union has so designated him.
- (b) The Company and Union agree to establish a Health and Safety Committee consisting of a minimum of four (4) Union members (two (2) from the Ramp and two (2) from the CSA group) and not less than two (2) management members. All meetings will be during working hours unless otherwise mutually agreed in which case overtime rates will apply
- (c) Employees injured at work who are not able, will not be required to make accident reports before they are given medical attention, but will make them as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by the Company to and from a doctor or hospital, if medical care required.

- d) The company agrees to train a sufficient number of employees with a minimum level one occupational first aid ticket or its equivalent.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward, Senior Steward, Chief Steward, and Local Lodge Executive of the functions provided by Article 8 and Article 9 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

## **ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES**

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it pursuant to Clause 9.02 within seven (7) days of their awareness of the cause of complaint.
- 9.02 Step 1 - Pursuant to Clause 9.01, the complaint will be discussed between the Shop Steward, employee(s) and a Company representative (normally the employee's supervisor) with a view to a prompt and fair resolution. Should an employee not receive satisfaction in regard to the complaint within five (5) days, he may state his grievance in writing on the appropriate form or the right to grieve shall be deemed waived. The Company representative will accept the grievance form with appropriate copies to the Chief Steward and the General Manager. The General Manager shall respond in writing within five (5) days.
- 9.03 Step 2 - Should the Union consider that a just settlement has not been found, it may present the grievance to the Regional HR Director or his designee within ten (10) days after the date of the decision rendered in the Second Step.
- 9.04 Step 3 - Within ten (10) days a meeting to discuss the grievance at Third Step shall be arranged between the Regional HR Director or his designee and the General Chairperson or his designee. Within ten (10) calendar days thereafter, the Regional HR Director shall present the Company's final decision in writing to the Union.
- 9.05 Witnesses that would aid in settling the grievance will be invited to attend and

participate by either party, as they deem necessary.

- 9.06 The parties may waive any step in this procedure and/or extend the time limits by written agreement, which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.
- 9.07 The Company or the Union may initiate a policy grievance in writing at Step 2 on any difference concerning the interpretation, or alleged violation of this Agreement within 10 days of the occurrence. An extension to this time limit may be granted and shall not be unreasonably withheld.
- 9.08 Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties, or any dispute over the settlement of a grievance at the Second Step may be submitted to arbitration by either party. It shall be deemed to be settled or abandoned if, within ten (10) days after a final decision has been announced neither party has given written notice of intent to submit the matter to arbitration.
- 9.09 No disciplinary action shall be taken by the Company prior to giving the employee the opportunity to have his case presented at a hearing; a Shop Steward must be present at the hearing. Notification of such hearing shall be given in writing within fifteen (15) days of the time when the Company became aware of the incident stating the reason for the hearing. The notification shall be given to the employee and the Shop Steward with sufficient notice for the employee and shop steward to consult. In the exception of the absence of the employee such notification shall be given to the Shop Steward and a copy mailed to the employee's last known address.
- a.) It is understood that in the event of an incident of physical violence, theft or an immediate safety hazard the Company may, at its discretion, suspend the employee without pay pending a hearing. Such hearing to occur within three (3) days, under no circumstances will the employee suffer a loss of pay exceeding three (3) days pay awaiting a hearing, unless that delay is the fault of the employee.
- 9.10 An employee with seniority who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure within seven (7) days of their awareness of the cause of complaint. 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 the Union Representative.

- 9.11 If the foregoing discipline (ref. 9.09) includes a suspension without pay, such discipline will not be served until all avenues of the grievance procedure, excluding arbitration, if applicable, have been exhausted.
- 9.12 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.
- 9.13 For the purpose of this Article the term "days" shall mean calendar days excluding weekends and statutory holidays. After 8 regular shifts have been worked since a particular incident, the company shall not attempt to serve discipline for such incident.
- 9.14 The chief Steward will be copied on all written disciplinary correspondence.

## **ARTICLE 10.00 - ARBITRATION**

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.
- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 9.00 hereof.
- 10.03 Within ten (10) working days after notice of intent to arbitrate has been given as provided in clause 9.08 hereof, the Company and the Union shall name an arbitrator from the following list:

Alan Beattie  
Bill McFetridge  
Anton Melnyk  
David Jones

Where the first person named on the list is unable to hear the matter within thirty (30) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

- 10.05 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.06 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties, it is understood and agreed that in the event mutual agreement is not obtained then the Single format will apply.
- 10.07 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.
- 10.08 Multiple Hearings

The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

Process as follows:

Single: Standard formal arbitration as directed by the arbitrator.

Expedited:

1. Hearings will be in Edmonton at locations agreed to by the parties, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (i.e. not outside representatives such as lawyers).
3. All presentations are to be short and concise with:
  - (i) comprehensive opening statement dealing with the facts and provisions of the collective agreement upon which reliance is placed.
  - (ii) limited use of precedential authorities.
  - (iii) parties endeavoring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Decisions will be:
  - (i) rendered verbally to parties within three (3) working days of hearing.

- (ii) confirmed in writing within two (2) calendar weeks of hearing.
  - (iii) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision.
  - (iv) without precedent or prejudice to future proceedings unless otherwise agreed by the parties.
  - (v) binding on both parties.
  - (vi) consistent with the terms of the agreement.
5. Fees and expenses of the arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.

- (i) A brief of pertinent documents will be jointly presented to the Chairperson.
- (ii) If possible a statement of agreed to facts will be jointly presented to the Chairperson.
- (iii) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
- (iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (v) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the chairperson.
- (vi) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (vii) Arguments will be presented only to points in issue.
- (viii) Mediation of the issue by the chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

## **ARTICLE 11.00 - PROBATION**

- 11.01 The first ninety (90) calendar days of employment shall be a probationary period during which the Company may assess whether an employee is

suitable to be retained and, if so, where in the company's operations he may best be employed.

- 11.02 A probationary employee will not have seniority. When probation has been completed, seniority will be counted from the initial date of hire.

## **ARTICLE 12.00 - SENIORITY**

- 12.01 Definition: Seniority is defined as an employee's period of continuous service within an occupational group with the Company, measured from the most recent date of hire or rehire. Continuous employment shall mean without a break in employment except for vacation, general holidays, authorized leave of absence.
- 12.02 Use of Seniority: Seniority shall be used to determine the relative rights of employees within an occupational group as expressly set forth in this Agreement. Seniority shall not be deemed to establish any right to the continuation of the performance of any work at the Company nor to the continuation of any particular job classification or arrangement of duties within any job classification at the Company.
- 12.03 Application of Seniority: Seniority shall be used to determine the assignment of the work force, (as per shift picks and vacancy replacement process procedures, mutually agreed by both parties and providing there is an equitable distribution of expertise to meet contractual commitments) and to determine the order of layoffs and recalls, both subject to qualifications and ability. "Qualifications" as used in this Article means possession of the required training, education, skill, experience, language qualifications and know how to perform all of the work required by the job. "Ability" as used in this Article means possession of the required level of physical fitness, strength, co-ordination and stamina to perform all of the work required by the job.
- 12.04 Layoff and Recalls: The Company has the right to layoff employees to the extent it determines to be necessary. In the event of a layoff, the Company shall discuss with the Shop Committee the procedure to be followed in the layoff including the order of those to be laid off. Failing agreement the employees hired last shall be laid off first providing the senior employees who remain possess relatively equal qualifications and ability; where contested the onus shall be on the Company to establish that the junior employee has qualifications and ability superior to the senior employee.

Recalls for such layoffs shall be in the order of seniority. In the event that the employee is not qualified, the employer will provide the necessary training. Upon successful completion of the training, such employee will be required to serve a trial period of 30 calendar days in his new position. This thirty (30) day

period is to provide the Company time to evaluate the employee's suitability in the new occupational group. Should he fail to successfully complete the thirty (30) day trial period the employee may exercise his seniority with respect to his layoff and recall rights, or, if possible, return to his previous position.

12.05 Termination of Seniority: Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for cause;
- c) an employee fails to report for work after a recall to the same status (i.e. full time or part time) of that prior to layoff within three (3) calendar days of receipt of notice of recall. Such notice to be by certified mail return receipt requested to employee's last known address with the Company;
- d) an employee fails to report for work at termination of leave of absence;
- e) an employee retires at age sixty five (65)
- f) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

12.06 The Company will post seniority lists at three (3) month intervals on the first of January, April, July and October and will provide the Union office and the Shop Committee with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

- 12.07
- a) Should an employee, full time and part time, be permanently transferred from one occupational group to another occupational group, his seniority shall continue to pertain to his old group for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall pertain to his new group.
  - b) i) Employees who accept relief transfers to positions outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall have the lesser of 45 working days in a calendar year

in which to return to their former occupational group in the bargaining unit. An employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority. Such assignments will be in writing copied to the Union.

ii) Employees who accept permanent transfers outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall have the lesser of fifteen (15) working days in a calendar year in which to return to their former occupational group in the bargaining unit. An employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority. Such assignments will be in writing copied to the union.

12.08 Same Day Hiring

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

12.09 For seniority purposes, Charge Hand and Lead Hand are not a separate occupational group and for all purposes to which seniority applies, the employee will use his bargaining unit seniority with the Company.

## **ARTICLE 13.00 - LAY-OFF AND RECALL**

13.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to Article 12.04 with twenty-four (24) hours notice from the commencement of the work stoppage. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.

13.02 Lay-off and Recalls

The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority. The onus shall be on the Company to establish that the senior employee has insufficient ability to perform the work required, and if proven the Company will train the most senior person to perform the work required.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights in each department.

Recalls from such lay-offs shall be in order of classification seniority.

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

An employee who has been laid off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of thirty-six (36) months for all employees with three (3) years or more of service.

If an employee has under three (3) years of service he will remain on the recall list for a maximum of twenty-four (24) months. If not recalled to work during that time, his name shall be removed from the seniority list. Probationary employees shall not be subject to recall.

- 13.03 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.04 Recall shall be by registered mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by double registered mail.
- 13.05 If within seven (7) working days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within fourteen (14) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.
- 13.06 If an employee is not recalled severance pay will be in accordance with the Canada Labour Code.
- 13.07 Lead hands / Charge hands that are laid off from their positions are entitled to be recalled to such positions provided the recall is within eight (8) months of the layoff (within product and excludes deicing).

## **ARTICLE 14.00 - LEAVE OF ABSENCE**

- 14.01 Leave of absence without pay may be granted by the Company upon two (2)

weeks written notice except in special circumstances, for a period not exceeding thirty (30) calendar days. Such leave, when granted, shall be without loss and with accrual of seniority. There needs to be mutual agreement with the Union before a leave of absence is granted for longer than ninety (90) days.

- 14.02 a) On request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of thirty (30) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Union meetings, Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of two (2) employees.
- b) The Company shall recognize a minimum of three (3) members who are employees of the company covered by this Collective Agreement who shall constitute a negotiation committee where the size of the bargaining unit is less than 150 members. The number of members on the committee will increase by one (1) for every 50 members (or part thereof) based on the size of the bargaining unit 120 days prior to the expiry of the Collective Agreement. The function of such committee shall be to meet with designated company representatives for the purpose of negotiating amendments or renewal of this collective agreement. Members of the negotiation committee will be paid a regular shift at their regular rate for each day spent in direct negotiations and shall include two (2) eight (8) hour days for the purpose of drafting proposals.
- 14.03 On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.

## **ARTICLE 15.00 - JOB POSTING**

- 15.01 The Company reserves the right that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned. The successful candidate will be selected from the three (3) most senior applicants. When selecting applicants the Company shall compare employees on the same basis for the same job and provide the union with the comparison if requested.



- 15.02 All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no eligible applicants are brought forward by this posting within the seven (7) days specified, the Company will fill the vacancy by such other means as it may deem fit. It is agreed the number of vacancies will not change after the notice has been posted. Training for relief agent positions shall be posted using the same process.
- 15.03 All bargaining unit full-time positions will be offered to part-time employees in order of classification seniority.
- 15.04 a) Awarding of permanent Lead Hand or Charge Hand positions will be made from the current eligible relief Lead/Charge Hands
- b) When a permanent full time or part time Lead or Charge Hand drops their permanent Lead or Charge Hand status, he or she will retain their relief Lead/Charge Hand status. These Leads/Charge Hands however would not be able to bid a permanent full time or part time Lead/Charge Hand position for four (4) months from the date he or she dropped their position.

## **ARTICLE 16.00 - POSTING NOTICES**

- 16.01 At least two (2) lockable bulletin boards shall be maintained for the posting of Union notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous or of any defamatory nature or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of the posting, other than those of a routine nature.

## **ARTICLE 17.00 - HOURS OF WORK AND SHIFT ARRANGEMENT**

### Purpose of Article:

Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.

- 17.01 a) A standard workweek for full time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments. A standard working day shall consist of nine (9) hours including one (1) hour unpaid meal break each day. The forty (40) hour week can be made up in any of the following rotations:

Five (5) consecutive eight (8) hour days followed by two (2) days off.

Four (4) consecutive ten (10) hour days followed by three (3) days off.

Four (4) consecutive twelve (12 ) hour days followed by four (4) days off.

Six (6) consecutive eight (8) hour days followed by three (3) days off.

Any other shift as mutually agreed by the parties.

Part-time employees will be scheduled shifts of no less than four (4) hours per day and no more than thirty-two (32) hours per week

- b) The company shall discuss with the Shop Stewards Committee its decision to alter existing shifts in advance of their implementation.
- c) A part-time employee who is scheduled to work a shift between five (5) hours and seven (7) hours long shall be scheduled to take a fifteen (15) minute paid break starting from the end of the first hour and to finish before the end of the fourth hour of the shift.
- d) Part time employees will be scheduled a minimum of 6 (six) shifts per month.

17.02 Lateness deductions shall be made as follows:

00	to	05 MINUTES	NO DEDUCTION
06	to	15 MINUTES	15 MINUTES DEDUCTION
16	to	30 MINUTES	30 MINUTES DEDUCTION

17.03 The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, notice shall be given to the Union and the affected employees.

The Company may alter the shift schedules with twenty-four (24) hours notice to the Union and the employees involved to accommodate minor airline schedule changes, delays (ie RAF) and to cover employees out of the workplace for any reason. If twenty-four (24) hours notice is not given by the Company then a rescheduled employee shall receive one and one-half (1-1/2) times his regular rate of pay for the rescheduled shift.

17.04 With the participation of the shift committee (see LOA #3) the Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules. The Company will provide the Union with the shift schedules as established for the purpose of the union to conduct and administer the full-time and part-time shift bids.

- 17.05 a) In conjunction with the airline major schedule changes, full-time Employees will bid their shift schedule according to seniority. These schedules will bid at least twice per year at times agreed upon between the Company and the Union. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. The bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.
- b) Part time employees will bid their shift schedules according to seniority. These schedules will be bid monthly or per LOA #3. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. Bids shall be completed and the awarded schedules shall be posted not less than three (3) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee from the shifts available after all employees have been afforded the opportunity to bid.
- 17.06 It is agreed that if the hours of a shift(s) are to be reduced it will be assigned in reverse order of seniority and if the hours are to be increased it will be offered in order of seniority.
- 17.07 It is agreed the current shift trade process will continue during the term of this agreement unless mutually agreed otherwise.
- 17.08 Those employees with split shifts to receive one (1) hour additional regular pay but the employee must report for both shifts.
- 17.09 Customer Service “specialists” in First Air and US Airways due to contractual requirements and or training requirements or those employees trained as an Operations Agents must remain in those specific job positions for a minimum of six (6) month period unless movement is by mutual agreement by the Company and the Union. This would include any future airlines that request dedicated staff. The Company shall inform the union of this in writing.
- 17.10 The Company will attempt to provide lunch breaks within 2 (two) hours either side of the middle of the shift, however, operational requirements cannot be jeopardized.
- 17.11 There shall be a minimum of eight (8) hours of rest between scheduled shifts, excluding split shifts.

- 17.12 Shifts may be changed to accommodate training. Training shall take place on employee regular day on, whenever possible, and their shift shall be covered. Training shall be without loss of premium when it occurs during a previously scheduled shift
- 17.13 The Company has the right to designate relief lines, for the purpose of covering vacation, overtime bank, bereavement, training or leave of absence of thirty (30) days or less. Vacant lines shall be filled from the backfill binder before relief employees are used
- a) Relief Lines to be bid every month
  - b) Relief employees may be designated as relief agent or relief lead hand provided they have seniority and qualification
  - c) There shall be no part time relief lines
  - d) Relief Leads can be assigned agent work (excluding premium) when there are no lead openings
  - e) Relief agents are not to be upgraded at the expense of a senior qualified employee.
- 17.14 The Company will make every effort to contact those employees whose schedule has changed within 7 days of the change. Otherwise, it shall be the employee's responsibility to check the posted schedules.

## **ARTICLE 18.00 – OVERTIME / EXTRATIME**

Overtime: The Company has the right to provide and require overtime work, and employees will be expected to perform such work as directed unless excused by their supervisor. The Company will attempt to give advance notice to employees designated to perform overtime.

- 18.01 (a) The Company will distribute voluntary overtime on a equitable basis and post a weekly summary of overtime hours worked on the bulletin board.
- (b) Employees shall have the right to refuse overtime, but such a refusal will be recorded as four (4) hours against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.
  - (c) Overtime will be recorded on a quarterly basis.

- (d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Supervisor's office.

Day of Overtime

1. Employees on shift in book
2. On shift employees
3. Sign up book - employees RDO (if overtime shift is more than four (4) hours in duration bypass #2)
4. Seniority list

*This is the order to be called in for day of overtime.*

More than 24 hours to Two Weeks Overtime/Extra-Time

1. Sign up book
  - i) Extra-Time by equitable distribution
  - ii) Overtime – by equitable distribution
2. Seniority list
3. Schedule shift – Part time

*This is the order to be called in for more than 24 hours to two weeks overtime/extra-time*

18.02 All employees shall be compensated for all authorized overtime hours worked at one and one half times (1 ½) times their regular hourly rate. i.e. only for hours worked in excess of eight (8) per day or hours in excess of forty (40 per week) or in the case of part time employees thirty two (32) hours per week. In the event of full-time employees working an irregular shift i.e.. 4/4, such payment will be for all hours in excess of their scheduled workday or for work on scheduled days off. Hours worked as a result of shift trades are not subject to any overtime provisions.

18.03 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours paid at the appropriate overtime rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift. Overtime will only be paid in accordance with Article 18.02.

18.04 An employee working overtime prior to or following his regular shift in excess of two hours shall be allowed a thirty (30) minute paid meal break to be assigned so

that employee will not work more than five and one-half (5 ½) hours at one stretch. There shall be a minimum of three and one-half (3 ½) hours between breaks.

18.05 For the purpose of calculating overtime, a day shall be reckoned from the start of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with the Article 18.00. When the next shift does not fall on the following day, i.e. that day being a rest day, then the rest day shall be calculated twenty-four (24) hours from the start of the previous shift.

18.06 An employee who has indicated his availability for overtime in the “binder” and is by-passed by the Company for any reason during requests for overtime shall be compensated for the length of the overtime shift bypassed at his regular rate of pay.

18.07 When an employee is called into work overtime with less than 24 hours notice, the employee called in will receive 1.5 times their regular rate of pay for the hours worked. Should for any reason, the shift be less than four (4) hours the employee will receive the minimum recall of four (4) hours according to Article 18.03.

18.08

a) Full time employees will be allowed to bank overtime and statutory holidays up to ninety-six (96) hours and will be allowed to take time off or withdrawn as pay after giving the Company thirty-five (35) days advance notice.

b) Part time employees will be allowed to bank overtime and statutory holidays up to sixty-four (64) hours and will be allowed to take time off or withdrawn as pay after giving the Company thirty-five (35) days advance notice.

1 in 12 vacation ratio including OTB with vacation time taking priority  
OTB during Blackout – 1 per Occupational Group

Overtime hours banked will be converted to straight time hours. Cash pay-out will be as per the employee’s request up to the bank total, such requests will be limited to 1 per month

18.09 The overtime required shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime, the junior employees on shift will be required to work. All hours worked on mandatory overtime shall be paid at two (2) times the employees regular rate of pay. No employee shall be required to stay for more than two (2) hours of mandatory overtime.

18.10 The company will post the previous days overtime control sheet daily (to include Ramp and Customer Service)

18.11 Overtime will not be called out more than two (2) weeks in advance. Union agrees to work with the company in special circumstances such as Canada Summer Games.

## **ARTICLE 19.00 - STATUTORY HOLIDAYS**

19.01 The following Statutory Holidays shall be observed:

New Year's Day	Thanksgiving Day	Labour Day
Good Friday	Remembrance Day	August Civic (Effective 2011)
Victoria Day	Christmas Day	
Canada Day	Boxing Day	

An employee who works on a statutory holiday may elect to receive a day off in lieu pursuant to the following procedure. At no time may the total number of employees absent due to vacation and lieu days exceed a ratio of 1:12 per occupational group. The lieu day shall be approved as follows:

The day off will be granted at the company discretion subject to operational requirements and the ability of the company to cover the shift at straight time.

Lieu day requests will be granted on a first-come, first-served basis. In the event there are several requests submitted on the same date for a particular "lieu day", seniority shall be the deciding factor. No time will be granted between December 15 to January 15, inclusive and there will be no carry over to the next year however any day requested by an employee and not granted by the company will be paid at the end of the calendar year. It is understood the employee is not limited to one request if the day is denied.

One (1) additional day with pay will be granted to permanent employees who have completed at least one year of service. Such day off will be determined by agreement between the company and the employee or assigned on thirty (30) days notice following October 31<sup>st</sup> in each calendar year.

19.02 Wages will be paid for a Statutory Holiday to an employee absent from work under the following:

- a) Verified illness
- b) Death in the immediate family. Immediate family shall be understood to mean father, mother, wife, husband, brother, sister, son or daughter, or parent-in-law, brother and sister-in-law, grandparents and grandchildren.
- c) Jury duty.  
Prior written permission.

d) Subpoenaed witness.

Full time employees who work on a Statutory Holiday will be paid eight (8) hours of regular pay and one and one half (1 ½) his regular rate for all hours worked.

Part time employees who work on a Statutory Holiday will be paid in accordance with the Canada Labour Code for the stat and one and one half (1 ½) his regular rate for all hours worked.

19.03 In the event that an employee's regularly scheduled day off falls on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours pay for a full time employee at his regular rate. Part time employees will be paid the average of the employee's daily earnings exclusive of overtime for the 20 days the employee has worked immediately preceding a general holiday.

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

19.05 If any of the above holidays fall on or are observed during an employee's vacation, he shall be entitled to an additional day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.

## **ARTICLE 20.00 - JURY DUTY & CROWN WITNESS**

20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty. Proof of Court payment to be provided.

20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

## **ARTICLE 21.00 - ANNUAL VACATION**

21.01 All employees shall receive vacation with pay in accordance with the following schedule, exclusive of statutory holidays.

21.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement one (1) day per completed calendar month up to ten (10) days.



- 21.03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.
- 21.04 Employees who, at their vacation selection date, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to three (3) weeks (fifteen (15) working days) vacation.
- 21.05 Employees who, at their vacation selection date, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (twenty (20) working days) vacation.
- 21.06 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.
- 21.07 Classification seniority shall apply for the purpose of bidding vacation choices.
- 21.08 When all employees in a department have indicated their choice, employees who fail to bid by the deadline, February 15th will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.
- 21.09 The vacation ratio in each occupational group shall be one (1) employee in ten (12) with the exception of Dec 15 to Jan 15 when there will be a vacation black out. A maximum of one (1) Operations agent may be on vacation at a time.

## **ARTICLE 22.00 - BEREAVEMENT**

- 22.01 In the event of a death in the employee's immediate family the employee will receive three (3) days off to be taken within 7 days immediately following the date of death unless circumstances warrant otherwise. In the event that the employee loses any time as a result of his absence, the Company will pay

such lost time at his normal rate of pay. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that workday. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

Spouse includes legally documented common-law relationship.

Immediate family means: parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law and grandparents and grandchildren of employee and spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides

In addition to the foregoing a request for an unpaid Leave of Absence to attend to personal affairs in the event of the death of an aunt, uncle, niece, nephew or first cousin will not be unreasonable withheld.

## **ARTICLE 23.00 - MATERNITY LEAVE**

23.01 Every employee who

- (a) has completed six consecutive months of continuous employment with the employer  
and
- (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may not begin earlier than eleven weeks prior to the estimated date of her confinement and not end later than seventeen weeks following the actual date of her confinement.

23.02 Subject to subsections (b) and (c), every employee who has completed six consecutive months of continuous employment with the employer and is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province of Alberta.

- (a) The leave of absence may only be taken during the fifty-two week period beginning on the day on which the child is born or comes into the care of the employee. The aggregate amount of leave that may be taken by two employees under this provision in respect of the same birth or adoption shall not exceed thirty-seven weeks.

23.03 (a) The aggregate amount of leave that may be taken by one or two employees under this clauses 23.01 and 23.02 in respect of the same birth shall not exceed fifty-two weeks.

23.04 Every employee who intends to take a leave of absence from employment under clause 23.01 or 23.02 shall

(a) give at least four weeks notice in writing to the employer unless there is a valid reason why the notice can not be given;

inform the employer in writing of the length of leave to be taken.

23.05 Every employee who intends to take or who is on leave of absence from employment under clause 23.01 or 23.02 shall give at least four weeks notice in writing to the employer of any change in the length of leave intended to be taken, unless there is a valid reason why that notice cannot be given.

## **ARTICLE 24.00 - LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITIES**

24.01 An additional twenty-four (24) weeks of unpaid parental leave with the same qualifying requirement is available to employees in the year following the birth or adoption of a child, with entitlement extended to either parents, whether natural or adoptive. The leave to be taken by either parent or shared, but the total parental leave cannot exceed twenty-four (24) weeks.

Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities. Employees share of benefit premiums during absence to be paid monthly in advance.

An employee is entitled to receive employment information during the leave.

No employment decisions whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take child care leave.

## **ARTICLE 25.00 - CLASSIFICATION OF EMPLOYEES**

25.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally and regularly performs. The job classifications in which employees shall be classified are those listed by job title in Schedule "A".

25.02 To provide for introduction of new work or where there has been substantial

change in the work assignments of an existing job description, the Company and the District Lodge will negotiate revising an existing job description, or prepare a new job description under a new job title.

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

- 25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 25.04 In determining qualifications for classification purposes, the Company may, at its discretion, credit a new employee with previous experience and training acquired outside the Company service to a maximum of the twenty-four (24) month increment of the pay scale or their previous level of pay within the Company.
- 25.05 Whilst an employee shall normally only be required to carry out the duties of this classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him on a temporary basis to meet an unforeseen circumstance calling for immediate action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.
- 25.06 Progression within the wage scale shall be automatic.
- 25.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period, providing the employer has provided the necessary training.
- 25.08 Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification.
- 25.09 When an employee is upgraded to a premium position, they shall be paid the appropriate premiums for the entire shift.
- 25.10 Employees shall be paid every two (2) weeks. Should the employee's gross pay be short more than twenty (20) dollars due to the fault of the Company, the adjustment shall be made in the next two working days. This excludes Saturdays, Sundays and Holidays.
- 25.11 In the event that an employee is overpaid, the Company is entitled to be reimbursed. The employee may choose to give to the Company a cheque / money order for the amount owed or the Company can collect the

overpayment to a maximum of \$200 per pay cheque. The Company will notify the employee prior to collecting any money and a repayment schedule will be agreed to by both parties. This amount can be changed subject to mutual agreement between the Company and the employee. If for any reason their employment ends, the Company shall withhold any monies owed.

## **ARTICLE 26.00 - HARASSMENT**

- 26.01 All employees covered by this agreement have the right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
- Vexatious comments or conduct that ought to be known unwelcome.
  - harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.
- 26.02 Harassment complaints will be handled in accordance with the current Company policies issued in sexual harassment jointly between the General Manager and the Chief Shop Steward. Throughout the process such handling shall be confidential.
- 26.03 At the same time, the parties also recognize the damage a false charge made under this article may bring upon an employee. Therefore if during the investigation it is found that such a charge of harassment is made with malicious intent disciplinary action would be taken against the complainant.
- 26.04 The parties hereto recognize the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.
- 26.05 The Company will keep posted at all its notice boards a copy of its policy.

## **ARTICLE 27.00 - RETURN TO WORK POLICY**

It is the policy of the Company to make available to an employee who has suffered illness or a workplace injury, work that is within their capabilities until such time as they are able to resume full pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, the Workers Compensation Act, and other related legislation.

Program Principles:

- a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- b) Each department will make every reasonable effort in accommodating an employee unable to perform their regular duties as a result of a workplace injury.
- c) When the home department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.
- d) Union and Management agree to promote the Return to Work Program to all employees.

Employee Responsibilities:

- a) Report promptly all work-related injuries and complaints to immediate supervisor.
- b) Actively participate in obtaining appropriate first aid and medical attention.
- c) Provide physician with documentation from Company (treatment memorandum, modified work form)
- d) Advise the treating physician of the availability of modified work and the return to work program.
- e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment (same day or start of next shift).
- f) Actively participate in an appropriate recovery plan.
- g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule.

## **ARTICLE 28.00 - RENEWAL, AMENDMENT AND TERMINATION**

28.01 Except as otherwise provided herein, this Agreement shall be effective from July 20, 2009 through to July 19, 2012 and, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement

within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2010

**Servisair  
INC.**

**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS**

\_\_\_\_\_  
**Janet Ransom**

\_\_\_\_\_  
**Mike Ambler**

\_\_\_\_\_  
**Cory Martin**

\_\_\_\_\_  
**Edward Aronyk**

\_\_\_\_\_  
**Brent Mazur**

\_\_\_\_\_  
**Martha Griffith**

## SCHEDULE "A" - JOB CLASSIFICATION

### A. OPERATIONS AGENTS

1. Monitor aeronautical radio/ramp radio and relay information to appropriate personnel.
2. Miscellaneous office typing/faxing/filing/photocopying.
3. Ability to use sitatex and airline computer for flight information.
4. Answer telephones for trouble calls/sick calls, etc.
5. Tracing of baggage claims and sending out if necessary.
6. Perform major load control in the manner laid down by the airline and/or Company.
7. Any other duties associated with this job classification.

Agents, who wish to leave this position for another position within Customer Services, will have to submit their request in writing to management. The Operations position will be posted and the agent will not be allowed to leave this position until the replacement agent has been fully trained, or 45 days have passed since the agent submitted their intent to leave, whichever period is shorter. If the position cannot be filled internally within 45 days then an external candidate may be hired.

#### Qualifications:

- a) Able to read, write and speak English fluently;
- b) A working knowledge of operations and billings;
- c) Able to remain calm under pressure to obtain clear information and relay same precisely;
- d) Have good communications skills and a working knowledge of computer, radio, telephone, telex, and fax equipment;
- e) Ability to write clear and concise shift reports;
- f) Ability to relate to Customers, Management, other employees and other Agencies;
- g) Able to present a professional image and demeanor at all times;



h) Able to obtain a radio license.

**B. RAMP SERVICE AGENT**

Normal Duties:

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. After training, operate safely and efficiently all types of equipment and vehicles used in the handling and servicing of aircraft, glycol recovery etc.
5. Service and care for such equipment.
6. Any other duties associated with this job classification.
7. After training operation of loading bridges and aircraft doors.
8. Operations of aircraft APU's and brake riding during towing. It is understood that some airlines require their maintenance staff to perform this function.
9. Have an AVOP.

Normal Duties of Ramp Service Agent performing BSA job function:

- 1) Inspect baggage for proper tagging
- 2) Distribute fragile tubs
- 3) Scan Baggage tags
- 4) Communicate with the airport authority and airlines
- 5) General knowledge of airline and airport codes
- 6) Respond to and clear baggage jams
- 7) Respond to and evaluate other system difficulties

- 8) Operate all associated computer systems
- 9) Any other duties associated with this job classification

**C. CUSTOMER SERVICE AGENT**

Normal Duties:

1. Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
2. Check in embarking passengers and perform all related duties.
3. Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
4. Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
5. Attend to transit and interline passengers.
6. To attend to special needs passengers.
7. Perform computer-related duties.
8. Perform baggage tracing and functions related thereto, in the matter laid down by the airline and/or company.
9. Perform weight and balance and all related duties in the manner laid down by the airline and/or Company
10. Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
11. Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or Company.
12. Perform major load control in the manner laid down by the airline and/or Company.

**D. LEAD HAND**

Normal Duties:

A Lead is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees

assigned to him. He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job and discuss aspects of the operation with the customer.

- a) Will complete all reports as required by the Company and /or the airline after departure of the aircraft
- b) Carry and operate a radio as required.
- c) Must pass a job classification initial exam.

## **E. CHARGE-HAND**

### Normal Duties

A Charge hand has the same specific duties and responsibilities as defined under the Lead hand job description. In addition, he will have the responsibility of directing and supervising the work of one or more Lead hands and those employees assigned to him. He will be responsible for training within his occupational group.

### Qualifications

- a) Priority will be given to Lead hands who apply for this position.
- b) Must have thorough understanding of the job requirement of his occupational group.
- c) Must have the necessary qualifications related to his occupational group.
- d) The employees entering this position will be on a ninety (90) day probationary period.
- e) Must pass a job classification initial exam

## ***MINIMUM QUALIFICATIONS FOR ALL CLASSIFICATIONS***

1. Must be of good character, neat appearance and safety minded.
2. Must hold a valid driver's licence issued in the Province of Alberta where required by the Company.
3. Must have good driving ability and show an acceptable standard of equipment

handling after initial training.

4. A Lead must have in addition to 1 - 3 inclusive, a thorough understanding of the job requirements of his/her classification and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead must be capable of writing reports as required.

**EFFECTIVE Date of ratification**

D1	D2	D3	D4	D5	D6	D7	START	6	12	18	24	30	36	42	48	54	60	66	72	
								MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS	MOS
12.00	12.50	13.00	13.50	14.00	14.35	14.70	15.00	15.35	15.70	16.05	16.40	16.75	17.10	17.45	17.80	18.15	18.50	18.85	19.20	

**PREMIUMS**

**SHIFT:** All hours worked between 00:01 and 05:59 will attract a shift premium of sixty five (.65 cents per hour)

**DEICING:** The De-ice line shall receive a premium of fifty (.50) cents per hour for all hours worked

**OPERATIONS:** Operations agents performing weight and balance functions shall receive a premium of \$3.00 per hour worked

**LEAD HAND** \$2.50 per hour

**CHARGEHAND** \$3.50 per hour

**SCHEDULE "B" – WAGE SCALE**

**\* Discretionary Start Rate:**

Effective October 10, 2008, alternate entry rates, noted above can be used at the discretion of the company for new hires; as a result of a soft economic market. These scales will lead directly into the regular wage scale when a new employee reaches \$15.00, as noted above.

**\*\* Wage scale Progression freeze**

Effective July 20, 2010 thru July 19, 2011 there will be a wage scale progression freeze. There will be no “catch-up” on progression after July 19, 2011.



## **EXTENDED HEALTH: DRUG / DENTAL / VISION**

Effective date of ratification: Applicable to Full Time & Part Time employees only upon the completion of one six (6) month service.

Employee Medical Package – 80% prescription drugs which by law require a prescription (excluding smoking cessation and obesity drugs), semi-private room in hospital , para-medicals max \$500.00 per practitioner per year. Out of country emergencies – 100%, Vision – 100% eyeglasses to a maximum of \$200.00 every two years.

Life insurance & A.D.&D. - \$25,000

(Employee Medical Package paid at 100% by the company, optional family coverage available at 100% cost to the employee)

- Drug Card will be provided to all eligible employees
- Eligibility for extended health benefits to be affective after six months of employment
- Dental plan to be provided to all eligible employees, single premium paid 100% by the employer for single employee coverage. Family coverage to be available to employees at 100% cost of premium borne by the employee.
- Dental benefits include: 100% preventative; 100% Restorative; 50% Orthodontic/Prosthodontic, maximum of \$1500 per year

## **SICK LEAVE**

A full time employee with seniority in excess of one year shall be eligible for five (5) days sick leave per year at 75% of the day's wage.

A part time employee with seniority in excess of one year shall be eligible for five (5) days sick leave per year paid at 100% of the hours the employee would have worked on the day(s) taken as sick days. For all employees these days will be tracked and paid accordingly from January 15 to January 15 in the first pay period in February

In the event the above leave is not taken, the days remaining will be paid out in February at 75% of his/her regular wage. A part-time employee will be given a credit of 75% of his pay averaged out of the hours worked in the previous year.

## **REGISTERED RETIREMENT PLAN**

Company Contribution

All Employees with two (2) years of service or more may exercise their option to join the RRSP program.

The Company will match Employee contributions up to a maximum of \$30.00 per month (commencing the month after ratification). The Company contribution will increase to \$35.00 per month on July 1, 2002; and to \$40.00 on July 1, 2003.

Pension contributions are voluntary and can only be adjusted twice per year, January 1 and July 1 of each year. Employee may contribute in excess of the minimum requirement however withdrawals can be made on monies contributed by the employee in excess of the monthly maximum per year by written request on January 1 and July 1. Such withdrawals do not include the company contribution and the employee contribution up to and including the maximum allotted per month. The only exception to receiving the monies from the plan is resignation or termination from the company.



## **SCHEDULE "C" – CLOTHING**

The Company will provide the following uniforms to employees. Employees who resign within the first year of employment will be financially responsible to the Company for the total cost of their uniform. For the purpose of this article an employee who is absent for three (3) consecutive scheduled working days, without notice to the Company, shall be deemed to have resigned.

In all cases, employees shall be responsible for the upkeep and orderly appearance (i.e. cleaning, pressing, mending, etc.) of all clothing issued by the Company.

The Company agrees that rain wear or 3 in 1, that have been torn during regular or extraordinary working conditions, will be replaced upon presentation of such articles, regardless of the time period.

If an employee losses a 3 in 1, the Company shall replace it the first time at a 50 – 50 cost share. However, should an employee lose their 3 in 1 a second time the cost of replacement shall be the responsibility of the employee. Payment can be arranged through payroll deduction.

The following clothing allotment shall be issued to all newly hired employees:

- 4 shirts and 3 pants
- 1 Three in One [3in 1] (every two years)
- 1 pair insulated coveralls (every two years – alternate year for 3 in1)
- 1 rain suit
- 1 set ear protectors
- 1 pair of long sleeve regular insulated coveralls
- 2 pair of winter and summer work gloves
- 1 set of knee pads at 50% of cost (not to exceed \$20)
- Boot allowance – The Company will provide \$100.00 per year, paid annually

## **CUSTOMER SERVICES**

- 1 Trench coat (delete Parka) @ 25% employee cost
- any 3 items from skirts/pants (at the employee's discretion)
- 1 jacket
- 1 cardigan
- 2 long sleeve shirts
- 2 short sleeve shirts
- 2 rosettes (female)
- 2 ties (male)

Incumbent employees will get their uniforms replaced in the following manner:

3 in 1 to be replaced every two years

1 pair insulated coveralls (every two years – alternate year for 3 in 1)

- 1 rain suit
- 1 set ear protectors
- 1 pair of long sleeve regular coveralls
- 2 pair of winter and summer work gloves
- 1 set of knee pads at 50% of cost (not to exceed \$20)
- Boot allowance – The Company will provide \$100.00 per year, paid annually

Ramp:

2 pants yearly

2 shirts yearly

Any replacement garment needed beyond this yearly compliment will be done upon return of worn-out garment .

Customer Service

2 pants/skirt yearly

2 shirts yearly

Any replacement garment needed beyond this yearly compliment will be done upon return of worn-out garment .

T-shirt jointly designed by and bearing the logos of the union and the company @ 100% employee cost

Co agrees in principle details need to be worked out.

The Company will pay a \$ 200.00 per year Uniform Allowance, paid annually.

## **LETTER OF AGREEMENT #1**

### Employment Equity

Employment Equity or diversity means respect for the uniqueness of each individual who works for the Company. That uniqueness may be characterized by many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. The Company expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is and has always been committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginals, visible minorities and people with disabilities. Nothing in this letter diminishes the Company and Union 's responsibilities in the duty to accommodate.

The Company will provide accommodation to make a job or work site appropriately suited to the health, or culture needs of individuals. Accommodation is determined by factors including, but not restricted to: cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and/or diversity-related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

## **LETTER OF AGREEMENT #2**

### Shift Committee and Bidding Trial/Pilot

The shift committee shall comprise of the Chief Steward, Two (2) Ramp employee and Two (2) Customer Service employee. They shall meet once per month (a minimum of 11 days prior to the end of the month) and receive regular rate of pay for their time spent on this committee to a maximum of 100 hours per year. Their role is to review schedules of Ramp and CSA. They may build and propose schedules. Suggest compression of shifts or changes where they deem suitable. They may assist in vacation allotting and coverage as well as the shift bid process on a month to month basis. The shift committee to review temporary positions once per month with the company. The Company shall take under advisement the committee's proposal(s) but has the authority to make the final decision. The Ramp and CSA representatives should also have "alternates" to cover absences of the main committee members. The company shall be kept informed of the name of each committee member.

Per article 17.03a) and b) the parties commit to abiding by this timeline as a minimum standard but whenever possible have it posted longer than the minimum standard.

### Bidding TRIAL / PILOT

The focus on the bidding process and time periods is to be consistent and where appropriate flexible so that as many employees as possible will know what their work schedule is the employees can plan ahead.

#### General Bids:

\*Wherever possible PT Ramp dedicated lines to bid every 2 or 3 months if airline schedules are projected accordingly.

First Air – twice per year for both full time and part time within product

U.S. Airways to bid every two months

Part time Lead Hands bid every 3 months

Those employees who are trained and work on the CHARTER Airlines will bid in the following manner:

Bid in October for November / December then rebid in December for the period of January to April. \* Dedicated agents bid within their product.

CSA employees shall bid within their own product. This includes Operations Agents.

If it is shown that it successfully provides some consistency for more part time employees while maintaining efficiencies and flexibility when required for the Company, the Company will move to the above noted process for the duration of this collective agreement.

The Parties communicate to the employees when this pilot will start and finish and keep them apprised of the progress. The Parties will review and revise where appropriate and should one of the trials be viable then the Parties shall communicate via posted notices confirmation of the process. Then this LOA and the process shall supersede Article 17.05 b)

However, should the trials not be successful then the parties agree to revert to the stipulations of Article 17.05 b).

## **LETTER OF AGREEMENT #3**

### Backfilling of Full-time Shifts

#### Objective:

The Parties [the Union and the Company] have agreed to find a way to mitigate the disruption on shift bids when someone leaves the employ of the Company or posts into another position, thereby leaving a shift vacant, to implement a “trial” backfill process that will be less disruptive and more operationally efficient than having another bid. This process will also afford employees an opportunity to get a shift that they may have wanted but did not have the seniority to get at the time of the bid.

This trial will be done initially on for full time Ramp shifts. Seniority shall still be the governing factor, as long as your name is in a “Backfill Book” and as long as the employee is able to immediately assume the new shift, this employee will be awarded the vacant shift for the duration of the bid. Part time employees, who have seniority and wish to move into a full time role shall also have the opportunity to be in the backfill book and will, if they meet the seniority criteria, be awarded the full time shift and therefore become a full time employee.

#### **BACKFILL TRIAL**

After the shift bid on the RAMP, both full-time and part-time RAMP employees may sign up in the Backfill Book under the shifts that they wanted but were unable to hold.

When a shift becomes available the Company will contact the Union. The Company and the Union will review all the names under that shift and place them in order of seniority. The senior employee will be awarded that position. The employee will then be asked to come in and review all their other bids in the Backfill Book and remove their name from any shift they no longer want.

Should the vacancy be as a result of a Charge Hand or Lead Hand, Tow Crew and Deicer leaves the Company, then Article 15.00 Job Postings would apply given that there are premiums and special skills , qualifications and training considerations that senior interested employees should have the right to apply for.

The Parties will communicate to the employees when this pilot will start and finish and keep them apprised of the progress. The Parties will review and revise where appropriate and should the trial be viable then the Parties shall communicate via posted notices confirmation of the process.

If it is shown that it meets its objectives, the Company will move to the above noted process for the duration of this collective agreement. Plus, serious consideration will be made to to implement this type of process for the customer service employees.

## **LETTER OF AGREEMENT #4**

### Employee Lunch Breaks Trial

The Parties [the Union and the Company] have agreed to a trial of 30min unpaid lunch breaks for various Fulltime shifts. This would shorten existing Fulltime shifts by 30min.

Effectuated shifts will be discussed between the Company and shift committee prior to implementation. Company reserves the right to discontinue at anytime during the trial.

## **LETTER OF AGREEMENT #5**

### I.A.M. Labour Management Pension Fund (Canada)

It is agreed that for the duration of this Collective Agreement, the Company shall make payments to the I.A.M. Labour-Management Pension Fund (Canada) for every employee performing work in a job classification covered by this Collective Agreement as follows:

1. Effective July 20, 2010 to July 19, 2011 each regular hour worked by and for which the employee receives, pay the Company will contribute twenty-five (\$0.25) cents but not more than ten dollars (\$10.00) per week for any one employee
2. Effective July 20, 2011 to July 19, 2012 each regular hour worked by and for which the employee receives, pay the Company will contribute thirty (\$0.30) cents but not more than twelve dollars (\$12.00) per week for any one employee
3. Regular hours mean all hours worked on regularly scheduled shifts and shall not include overtime work, but shall include equivalent regular hours paid for in the form of annual vacation and Statutory Holiday pay, which occur during the employee's term of employment with the Company.
4. Contributions are payable for all employees covered by the Collective Agreement, either regular or part-time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1979, which has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, conform with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require; the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out until suitable date and time has been arranged



with the Company Secretary-Treasurer. The Company shall not arbitrarily withhold and delay arrangements for an audit.

4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth (20<sup>th</sup>) day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable attorney's fees and arbitration fees, in addition to interest in an amount equal to one percent (1%) of the unpaid contribution for each full calendar month the contribution remains unpaid.
5. The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada).

Copies of any renewal or extension Agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

This obligation for pension contributions covers the operations of The Company at the Edmonton International Airport, Edmonton Alberta.

SERVISAIR INC.

OF  
WORKERS  
140

THE INTERNATIONAL ASSOCIATION  
MACHINISTS AND AEROSPACE  
TRANSPORTATION DISTRICT

per: \_\_\_\_\_

Janet Ransom Director HR, Canada

per:

Mike Ambler General  
Chairperson

per: \_\_\_\_\_

per  
Cory Martin General Manager YEG  
Steward

Ed Aronyk - Chief

## **Memorandum of Agreement #1**

### YEG Deice RFP

The Parties [the Union and the Company] have agreed to collectively find flexible work rules, wages, layoff rules, etc.... with respect to a single service provider RFP. This is to be completed before the end of May 2010 (or earlier as dictated by the RFP deadlines).