

# **COLLECTIVE AGREEMENT**

between

**AIRPORT TERMINAL SERVICES  
CANADIAN COMPANY  
(The “Company”)**



and

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS**

**VANCOUVER INTERNATIONAL AIRPORT  
DISTRICT LODGE 140, LOCAL LODGE 16  
(The “Union”)**



**AGREEMENT #7**

**APRIL 21, 2022 - APRIL 20, 2025**



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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

**1.01** The purpose of this Agreement is to define the relations between Airport Terminal Services (the “Company”) and the IAM & AW (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 Article 4 herein at the Vancouver International Airport.

**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** Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Non-Bargaining Members 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:

- a) To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- b) To hire new employees, classify, direct, promote, demote, transfer, assign duties/ tasks and increase/decrease the work force from time-to-time.
- c) Generally to manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number and types of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures

required for the efficient conduct of its business.

- d) Establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications and require medical examinations for any justifiable reason.

**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** The employee functions listed below are not exhaustive as each airline contract dictates specific requirements and contracts may be altered at any time by the airlines.

#### **4.01.01 Senior Lead**

Must possess the qualifications of a Passenger Service Agent as outlined in 4.01.03 and oversee the passenger service agents on a daily basis.

**ESSENTIAL DUTIES AND RESPONSIBILITIES INCLUDE THE FOLLOWING (Other duties may be assigned).**

- **Ensures a safe work environment by following and enforcing all ATS rules and regulations regarding the work place;**
- **Understand contract requirements, customer expectations and ensure they are met;**
- **Manage employees and equipment to efficiently complete the tasks as directed and within established Company and customer standards;**
- **Provide all employees the interpretation of all ATS / Client policies and procedures;**
- **Monitor and/or conduct required training of personnel;**



- **Conduct employee performance evaluations;**
- **Provide employee counseling and discipline as needed up to and including written discipline;**
- **Be responsible for the security of all Company funds, supplies and equipment;**
- **Be responsible for ensuring compliance with established Company safety policies and procedures;**
- **Maintain working relationship with customers and provide a prompt response to service requests;**
- **Hold daily briefings and debriefings;**
- **Attend all required meetings;**
- **Assist with office administration as required;**
- **Other duties as assigned**
- **Responsible for daily manpower and coverage**
- **Responsible to carry the Company cell phone**

#### **4.01.02 Passenger Service Lead**

Must possess the qualifications of a Passenger Service Agent as outlined in Article 4.01.03 and have the ability to direct the workforce and provide OTJ training. Responsible to carry the Company cell phone if required (premium of \$1.00 will apply).

#### **4.01.02 Passenger Service Agent**

Comprises all those who perform airline passenger service functions including: making reservations; preparation and issuance of tickets and itineraries; computation of fares; checking baggage; collection of all applicable fees as mandated by specific airlines; providing passengers with general travel information; meeting aircraft at gate or loading area; performing duties at boarding gates when enplaning and deplaning passengers; making public announcements; dealing with irregular operations; work kiosk responsibilities; operating jet bridges; performing aircraft security searches; communicate with all applicable parties; will assist in any corporate mentoring programs (for example ACE Program) checking passenger ticket for validity and lifting appropriate coupon; completing all necessary arrangements for

accommodating passengers holding reservations, standbys and their luggage; determining flight close-out time; preparing, completing, and checking various flight forms for accuracy; invalidating tickets; completing post-departure procedures; performing lost and found activities; initiating tracing procedures for lost passenger articles; keeping owner informed of progress of search and returning found articles to customer; processing claims for amaged or lost baggage and personal articles; making on the-spot settlement of minor claims; forwarding reports on larger claims to proper Company personnel; preparing and maintaining required records and reports of lost and found articles; and any other specific airline duties mandated under our contract. Meeting all regulatory requirements. Will continue to provide OJT training as needed.

## **4.02 Training**

- 4.02.01** The Company will provide training for all positions.
  
- 4.02.02** Should there be Company exams they must be approved by the Union and a passing grade will be a minimum of eighty (80) percent. Specific Airline exams are exempt.

- 4.02.03** Once Employees have completed and passed the training employees will be qualified for these positions.
- 4.02.04** Employees may be forced based on seniority for a period of one (1) year after completion of training.
- 4.02.05** Should the Company not have any qualified employees the Company has the right to hire from outside.

### **4.03 Training Failures**

- a) One (1) re-write for an examination will be provided, by the Company, within thirty (30) days of the date of the failed examination.
- b) If the employee is unsuccessful in the above noted re-write examination or if the employee elects not to take the re-write examination, the employee will be ineligible to qualify for the position for a period of six (6) months. This six (6) month period will be from the date of the initial examination.
- c) Following an employee request, examination results will be reviewed with the employee.

- d) Results of the training examinations shall remain as a permanent record on the employee's Personal File.

## ARTICLE 5 - RATES OF PAY AND PREMIUMS

- 5.01 Rates of pay are on an hourly basis in accordance with the following schedules:

Passenger Service Agents			
YEARS	Year 1	Year 2	Year 3
Start	\$19.00	\$19.00	\$19.00
1	\$20.00	\$20.00	\$20.00
2	\$20.50	\$20.50	\$20.50
3	\$21.00	\$21.00	\$21.00
4	\$21.50	\$21.50	\$21.50
5	\$22.00	\$22.00	\$22.00
6	\$22.50	\$22.50	\$22.50

Senior Lead Premium - \$4.00 per hour  
Lead Premium - \$3.00 per hour

Language Premium - \$1.00 per hour  
Ticketing Premium - \$1.00 per hour

- Wage rates takes effect on day of ratification

## 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. If the five (5) minutes are exceeded, all time, including the five (5) minutes, will be recorded.
  
- 6.03.01** 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 within one (1) year, written notification will be given to the employee and a copy to the Union of the overpayment at the time of the error being discovered. The notification will include the amount of overpayment. The Company agrees to meet with the employee and Union to discuss a repayment schedule to ensure that there is no undue hardship to the employee. 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.
  
- 6.02.02** Prior to any deductions being initiated by the Company, the employee will be

advised, in writing, of the error, the number of deductions to be made, the amounts of each deduction and when the deductions will commence.

**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) 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 any pay, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

**6.04** Off Duty Period – All scheduled shifts for an employee will contain periods of not less than eight (8) consecutive hours off duty between the termination of one shift and the start of the next shift. If an employee is called to work within a rest period, employee will receive overtime for time worked for the duration of the rest period only.

Note: This is not applicable to split shifts

**6.05** 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. This does not include a difference in pay rates.

**6.05.01** The employee covering the shift must be qualified to and capable of performing the work.

**6.05.02** The shift must be within a finalized shift bid period.

**6.05.03** Advice 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.

**6.05.04** 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.

**6.05.05** All recall hours will be paid to the employee who works the recall.



- 6.05.06** Sick Leave provisions will apply to the employee who has agreed to work the shift.
- 6.05.07** For a shift trade on a holiday, the Company will pay per the *Canada Labour Code*.
- 6.05.08** Employees will record cancellation of shift trades in writing, with a minimum of Forty-eight (48) hours advance notice to the Company.
- 6.05.09** Shift trades shall not be considered for the purposes of overtime and recall credits per Article 7.
- 6.05.10** Employees are ineligible to work overtime during the hours of their scheduled shift that they shift traded away.
- 6.05.11** If a shift trade is approved and the receiving employee subsequently resigns from the Company prior to the trade being completed, the trade will be cancelled and the shift will go back to the original owner.

## **ARTICLE 7 - HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS**

Unless otherwise specifically addressed, and subject to the Canada Labour Code, nothing in this Article shall be construed as

a guarantee of, or a limitation on, the hours of work per day or per week.

**7.01** It is understood that the Company will arrange staffing requirements to meet their contractual commitments and to cater to fluctuation and changes to airline schedules, or other obligatory requirements. It is further understood that Management and the Union will form a Joint Shift Committee to design and implement schedules. The final decision and implementation of any schedules remains that of the Company if an agreement cannot be reached within the Joint Shift Committee. The Joint Shift Committee will establish guidelines for shift bidding, opening lines and vacancies.

The Joint Shift Committee will be comprised of Management and one Union Member. The Union Members must serve a one (1) year term in the Committee. The Union is to provide names of Members on a yearly basis. The Joint Shift Committee will be given a maximum of three (3) days to work on a new schedule.

a) The Joint Shift Committee will arrange shift schedules of qualified employees on a departmental basis that will allow the Company to meet its contractual commitments, to cater to fluctuations in, and changes to, customer schedules.

Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding. The Joint Shift Committee will conduct and administer the shift bids. Once the bid is completed, the Joint Shift Committee will post the shift awards four (4) calendar days prior to the effective date of the schedules. All employees will bid their shifts not less than twice (2 times) per year and no more than four (4) times per year. However, in the event of a new customer, termination of existing customer, or change in customer schedules, the Company will review with the Joint Shift Committee, the requirement for additional bid.

- b) The Joint Shift Committee may alter the shift schedules with forty-eight (48) hours notice to the employees involved to accommodate the minor schedule changes of its customers. If forty-eight (48) hours notice is not given by the Joint Shift Committee, a rescheduled employee shall receive one and one-half (1 1/2) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

- c) Full-time shifts will consist of scheduled shifts of more than thirty-two (32) hours per week.
- d) An employee who is scheduled to work a full-time working day shall be scheduled to take a thirty (30) minute mealbreak starting at the end of the third hour and finishing before the sixth (6) hour of the shift. Employee shifts longer than the standard eight and one half (8 1/2) hour shift will have the meal break between the end of the fourth (4th) hour and the end of the eighth (8th) hour of the shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate for one half (1/2) hour.
- e) Part-time shifts will be no less than four(4) hours and no more than seven (7) hours. Part-time employees will not be scheduled to work more than thirty-two (32) hours per week.
- f) Any scheduled part-time shift that is five (5) hours or greater, will include a scheduled thirty (30) minute lunch break. The scheduled break must be taken between the second (2nd) and fourth (4th) hour of the shift. Employees who do

not receive their meal break during these time shall be paid at the rate of one and one-half (1.5) their hourly rate for one-half (1/2) an hour.

- g) Employees will have two (2) days off per week, consecutive days where possible.
- h) Splits shifts can be made up of two (2) minimum of four (4) hour shifts, with a minimum of one (1) hour between shifts and a maximum of four (4) hours. Split shifts must have same day start times.
- i) It is understood that the Joint Shift Committee may introduce relief lines. Relief lines may be used to cover absences due to vacation, authorized Leaves of Absence, Worker Compensation absences, or absences due to long or short time disability.
- j) Any new contract that the Company achieves, a minimum of twenty-five percent (25%) of the requirement will be made available to the existing staff providing it does not jeopardize any current contract. The Joint Shift Committee will do their utmost to accommodate the requests.
- k) Employees that bid an above basic position (any positions that include

premium except language premium) may be frozen to that position for a maximum of one (1) year if training is required subject to seniority.

**Note:** If employee is bidding on a full time position they will not be held back.

- 7.02** 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.

## **ARTICLE 8 – OVERTIME**

- 8.01** The Company and the Union agree that all overtime will be voluntary other than the two (2) hours of overtime immediately following the end of an employee's shift, which shall be mandatory.

**Note:** This does not apply to any employee that works less than eight (8) hours in a day.

- 8.02** a) Overtime will be paid as per Canada Labour Code which is in excess of eight (8) hours per day or forty (40) hours per week unless on a compressed shift. In

addition, if an employee is called in to work overtime on his day off he shall receive one and one-half (1 1/2) times his rate of pay for all hours worked.

- b) Overtime of less than four (4) hours that is required on that day, shall be offered in the following order:
  - i) in order of seniority and qualifications to employees on shift;
  - ii) to employees (qualified) who have signed the overtime book.

Should all senior employees refuse the overtime the junior employees on shift will be required to work. An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first (1st) hour. If the employee is required to work into the second (2nd) hour, he shall be paid for the full hour no matter how long into that hour he works.

- c) Overtime of four (4) hours or greater shall be offered in the following order:
  - i) in order of seniority to employees (qualified) who have signed the overtime book;

ii) in order of seniority to employees (qualified) on shift.

**8.03** a) The Company will distribute voluntary overtime on a classification basis.

b) Should an employee be bypassed for overtime, the onus of proof is to be provided by said employee and the Company will be required to pay the overtime hours missed to the senior employee by passed. The overtime will be tracked.

c) The Company shall make a note of the telephone number it dialed in an attempt to reach the employee in the process of offering overtime to the employee, the employee's response, if any, and the time of day of the call. The Company agrees to make this written notation available to an employee who claims that he was bypassed for overtime. In the event that the Company fails to provide such a note to the employee, the Company will pay the overtime hours missed.

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. Subject to Article 8.01, employees shall have the right to refuse



overtime. If an employee signs up and declines overtime on a regular basis a meeting will be set-up between the General Chairperson and Station Manager.

e) Employees shall be compensated for all authorized overtime.

**8.04** An employee who has completed his regular shift, has clocked out, and is then recalled to work, shall be paid at his applicable hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages.

**8.05** The Company will provide full access to the Union to the overtime call-out log book. The overtime call-out log book will be available in a location that is accessible to all employees.

**8.06** Shift premiums will be paid at overtime rates when performing the work.

## **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 category in order of seniority provided the employee possesses the particular qualifications as established by the Company as being required for the work to be performed.

- 9.02** An employee who accepts a temporary relief duties in a higher paying classification will assume the rate of the higher classification.

## **ARTICLE 10 – PROBATION**

- 10.01** The first ninety (90) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, in the event that an employee may fail probation, the Company will discuss with the General Chairperson. An employee on probation shall have no seniority and cannot be the subject of the grievance procedure. When probation has been completed, seniority will be counted from the initial date of hire.

**Note:** Initial training and absence longer than seven (7) days will not apply as probationary time.

- 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** 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 after completion of probation.

**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 a draw conducted by the Union during the training class. Employees will pick a number and the highest number drawn will be the most senior employee and so forth. The Union will notify the Company of the results of the draw.

**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, the employee number, name, status, Company seniority date, Union seniority date and sequencing determinant described in Article 11.02.02.

**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 Union Local.

**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.

- 11.04.02** When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.
- 11.04.03** When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.
- 11.04.04** When the employee deserts service (resignation without notice).
- 11.04.05** When the employee has been laid-off or otherwise off work for a period of time in excess of twenty-four (24) months except covered by a Leave of Absence as provided for elsewhere in this Agreement.
- 11.05** The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.
- 11.05.01** When the employee has been in a position with the Company outside the Scope of this Agreement for a period in excess of six (6) months per calendar year.
- a) An employee who remains outside the Scope of the Agreement for more than six (6) months in a calendar year, will forfeit his/her Union seniority.

- b) The Union District Chairperson in the employee's base will be provided with advance written notice of employees benefiting from this Article, including the dates and nature of the assignment and any changes thereto.
- c) Employees can only perform acting Management positions once, then they are ineligible for the same assignment for a period of one year unless there are no applicants for the position.

## **11.06 Staff Reductions**

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

**11.06.01** Layoff notices will be provided as per the *Canada Labour Code*.

**11.06.02** Employees shall be laid off in reverse order of classification seniority.

**Note:** Unless a specific language requirement is required due to a customer contract.

**11.06.03** 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.

## **11.07 Recall**

Recall shall occur in the following order.

### 1. Senior laid off employee

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

**11.07.02** The notified employee must advise the Company within forty eight (48) 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 and the Union.

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

**11.07.04** Failure to comply with Articles 11.07.02 and 11.07.03 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.

## **11.08 Notices and Correspondence**

- 11.08.01** Copies of all notices and correspondence relating to Article 11 shall be sent to the Union Local Chairperson 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 Station 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, preferably 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 Station 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 providing there is no additional cost to the Company.

### **12.02.07 Paternity Leave**

Upon request, a male employee will be granted one (1) day 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 employee will continue to accrue Company and Union seniority while on Union Leave.

## **12.04 Bereavement Leave**

In the event of a death in the employee's immediate family, he would receive three (3) working days off with pay and an additional seven (7) days unpaid to be taken at any time starting the day of the death and ending six (6) weeks after the memorial or funeral service. In addition, if the employee is notified while at work of death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any claimant is made under the terms of this section.

**Note:** Employee must have completed three (3) months of service to be eligible.

**12.04.01** Immediate family is defined as: spouse (including common-law partner), children of employee and/or spouse (including adopted, foster or ward children), sisters, brothers, parents and grandparents (including step - parents/grandparents) of employee or spouse, and including other relatives permanently residing in the employee's household or with whom the employee resides. For the purposes of the foregoing, "spouse" and "common-

law partner” will be as recognized by the *Canada Labour Code*.

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

**12.04.03** Additional Leave without pay will be granted as follows:

- a) Up to three (3) calendar days as requested by the employee for travel out of province.
- b) Up to five (5) calendar days as requested by the employee for travel out of the country.
- c) Up to an additional five (5) calendar days as granted by the Company.

## **ARTICLE 13 – INTENTIONALLY LEFT BLANK**

## 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	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Truth and Conciliation

**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** 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:

### *Years of Employment Entitlement*

- 1 through 4 years 14 calendar days (4%)
- 5 through 9 years 21 calendar days (6%)
- 10 year and over 28 calendar days (8%)

**Note: Employees must have completed five (5) or ten (10) years before moving to the next level.**

- 15.01.02** 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.
- 15.01.03** The vacation year will be based upon the employee's anniversary date.

### **15.02 Vacation Pay**

- 15.02.01** 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.
- 15.02.02** 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.
- 15.02.03** Vacation pay will accrue at the appropriate percentage of the employee's pay per the *Canada Labour Code* (i.e., 4% or 6% according to Article 15.01).
- 15.02.04** An employee will receive Annual Vacation with pay as provided for in Article 15.01 according to his/her years of employment with the Company.

### **15.03 Extended Vacation**

- 15.03.01** 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.
- 15.03.02** Employees wishing to take extended vacation must notify the Company by



December 1st prior to the year in which the extended vacation is to be taken.

**15.03.03** Extended vacation will be approved only after all the annual vacation entitlements have been bid and will not be unreasonably be denied.

**15.04** Except where a department has a mutually agreed on another vacation scheduling system the following vacation scheduling system will apply:

- a) Vacations shall be selected and taken in accordance with the following ratio: Divide liability with number of weeks in a calendar year in order to establish the amount of vacation blocks needed. There will be a minimum of one (1) Agent allowed off per week. Any additional liability up to one hundred four (104) weeks the Company will have the sole discretion as to when this liability can be taken. If the liability exceeds one hundred four (104) the Company will then be required to increase the allotment to two (2) Agents off per week.
- b) Vacation bids will be by seniority in the employee's respective classification and will be done by December 1st. The Company and Union will conduct the vacation bid. Should an employee wish

to divide up his vacation entitlement into a minimum of one week increments, a rotation through the seniority list will apply. That is, the most senior employees will have first choice of the first "division" of his vacation; then the next most senior will have choice of his first "division"; and so on through the seniority list. There is no limit on how many divisions an employee may next take (i.e., up to the number of weeks that he is entitled).

- c) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of his vacation; the next most senior chooses his second "division" and so on again through the seniority list.
- d) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.
- e) When all employees in the department have indicated by bid, their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company and Union. The Company will approve the list within fifteen (15) working days.

Vacation dates which become available after the completion of the vacation bid will be posted for a period of no less than seven (7) days and will be awarded to the senior applicant.

- 15.05** At the time of the vacation bid employees may select to take a payout instead of bidding their entitlement. If an employee exercises this option the payout will be on last pay cheque of the year.

## **ARTICLE 16 – GRIEVANCE PROCEDURE**

- 16.01** An employee, or group of employees, covered by this Agreement, who has a grievance concerning the interpretation or alleged violation of this Agreement, or other causes for complaint, shall be entitled to hearings and appeals as provided in the Article.
- 16.02** Any complaint shall first be discussed with the appropriate Supervisor of the employee(s) concerned. The employee(s) concerned shall try to resolve the matter with the appropriate Supervisor and if they wish maybe accompanied by a representative of the Union with a view to settling the matter promptly at the local level.
- 16.03** **Step 1**

- a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Station Manager or designate within seven (7) business days after the occurrence or awareness of the situation causing the grievance.
- b) The grievance shall provide an adequate statement of the alleged violation and indicate the redress sought.
- c) The Company shall hold a hearing within ten (10) business days of receipt by the Company of the written grievance and reasonable notice of the hearing shall be given to the Union.
- d) Within ten (10) business days following this hearing, the Station Manager or designate shall render his/her decision in writing to all parties concerned.

#### **16.04 Step 2**

- a) Should the Step 1 decision be unsatisfactory or if no decision is made within the specified time limits, or no hearing scheduled, the Union may appeal to the Company's Labour Relations Department within seven (7) business days.

- b) The Company shall hold a hearing within ten (10) business days of receipt by written grievance and reasonable notice of the hearing shall be given to the Union.
- c) Within seven (7) business days following this hearing, the Employees Services Department, or designate, shall render their decision in writing to all parties concerned.

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

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

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

- 16.08** a) Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.
- b) Upon request, the Union shall provide the Company with copies of all relevant documents pertaining to the alleged incident.
- 16.09** Any grievance not resolved at Step 2 of this Article may be referred to Arbitration in accordance with Article 18.

## **ARTICLE 17 – DISCIPLINE AND DISCHARGE PROCEDURES**

- 17.01** An employee is entitled to have a Union Rep. present at any meeting with the Company where discipline is being issued, or where discipline may be issued following the meeting. The Company will inform the employee and the Union of the meeting and subject matter. The Company will provide the necessary flexibility for both the employee and Union Rep. to be present. If Union Rep. is not available, the employee may choose an employee on shift to be present. For clarity this includes “cab calls.”
- 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.

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

If the meeting cannot be held during the employee's regular hours of work, and the employee agrees, the employee shall be paid a minimum of four (4) hours to attend the meeting. With mutual agreement, the parties may agree to hold the meeting virtually or prior to or immediately after the

employees regular scheduled shift in which the employee will be compensated a minimum of one (1) hour pay or time spent in the meeting whichever is greater.

- 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 maybe 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 issuance subject to no further infractions of similar nature. 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.
- 17.06** Should the Company be unable to complete the investigation within the time limits set out



above they will contact the Union and explain the reason for the request of an extension and the request will not be unreasonably be denied.

**17.07** Except for accident investigations, when Management is requesting any employee to provide a written statement that may lead to discipline, the employee will be entitled to have a Union Rep. present.

**17.08** Discipline notice will be issued to the employee within ten (10) worked days from the time the company becomes aware of the incident. The discipline will be issued to the employee during their regular scheduled shift. The employee will have a Union rep. present for that meeting.

## **ARTICLE 18 – ARBITRATION**

**18.01** 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.

**18.02** Within ten (10) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 18.01 hereof, the Company and the Union shall name a single Arbitrator from the following list (in alphabetical order):

Corinn Bell  
Mark Brown  
Julie Nichols

Where the first person named on the list is unable to hear the matter within ninety (90) calendar days, or such other times as the parties may agree, the next person will be selected and so on.

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

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

**18.05** 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**

### **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 District Lodge 140 will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

#### **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 the Station Manager or Designate.

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

**19.03.05** The Company agrees to provide a Leave with pay for the Chief Shop Steward for the purpose of conducting ATS Union business. The Chief Shop Steward will be designated by the Union.  
The Company will provide ten (10) hours per month if the number of employees is 250 or less.

The Company will provide twenty (20) hours per week if the number of employees is 250 to 500.

The Company will provide forty (40) hours per week if the number of employees is over 500.

## **19.04 Bulletin Boards**

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

**19.04.01** Company will provide the office combination to the local General Chairperson in order to access Members and bulletin board.

## **19.05 Data to be Supplied to Union**

With each remittance required under Article 21.05, 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 three (3) employees for a maximum of three (3) days each per year.
- 20.01.04** With advance notice, the Union Local National Health and Safety Coordinator shall have access to all work areas and staff covered by this Agreement.
- 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.



**20.02** Work Clothes and Uniforms - The Company will provide the following uniforms to employees as listed below. The uniform will be deducted from the employee's final pay cheque if it is not returned within seven (7) days from date of terminating employment.

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

### **Passenger Service Agents**

- 3 Shirts
- 2 Skirts or slacks
- 1 Tie/scarf
- 1 Vest
- 1 Blazer
- 1 Sweater (at employee's expense)

**Note:** The above will be replaced as wear and tear warrants.

The Company will provide up to one hundred twenty-five dollars (\$125.00) per year reimbursement for stocking receipts or safety boots.

**20.03** If an employee's employment with the Company terminates, the employee must return his parking pass and RAIC to the

Company before leaving the airport at the end of his last shift. Employees not at work during regular business hours will be required to return the pass and RAIC within seven (7) days. If an employee fails to do so, the Company will deduct the cost of the pass and RAIC from the final payment to the employee. Employees will authorize deductions from payroll for this purpose.

#### **20.04 Locker/Storage Facilities**

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

#### **20.05 Parking**

The Company will agree to pay for, and provide, a parking pass to each employee. Lost parking passes will be the responsibility of the employee to pay associated costs to the Airport Authority. Employees that do not require a parking pass will be compensated the cost of the parking minus five dollars (\$5.00) for public transportation. Payments will be made once a month. Employees will be given the option at time of hiring. Employees can change their selection however, new forms will be required.

## **20.06 Copies of Agreement**

As soon as practical, the Company and Union will prepare a final draft of this Agreement, will agree upon the arrangements necessary for its printing at a Union Shop and the distribution of the printed Agreement. The Union will be responsible for the typing of the final draft. The Union and the Company will be responsible for half the cost of typing and printing. 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, colour, nationality, ancestry, place of origin, a language ability which is not bona fide, family status, place of residence, political affiliation, sexual orientation, or failure to act on a directive which is illegal. The Company further commits that no employee will be unlawfully interfered with, coerced or discriminated against by the Company, its

officers or agents, because of lawful activity on behalf of the Union.

### **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 – UNION SECURITY**

- 21.01** The Company shall deduct from the wages of employees the amount of regular dues and initiation fees as may be assessed by the Union Constitution and remit the amount to the Union subject to the conditions set forth herein.
- 21.02** The amount to be deducted will not be changed except to conform to a change in the Local Lodge Bylaws.
- 21.03** Deductions will commence on the payroll for the first pay period of the calendar month following the first date of employment in a position covered by this Agreement.
- 21.04** If the wages of an employee payable for any pay period are insufficient to permit a full deduction, no such deduction will be made from the wages of such employee by the Company on that payroll. The Company will not, because the employee did not have sufficient wages payable on any payroll, carry forward and deduct from any subsequent wages the amount not deducted on an earlier payroll.
- 21.05** The amount so deducted from wages, accompanied by a statement of these deductions from individuals, will be remitted by the Company to the Union Local, as may

be mutually agreed by the Company and the Union, not later than thirty (30) calendar days following the pay period in which the deductions are made.

- 21.06** The Company shall not be responsible financially or otherwise either to the Union or to any employee, for any failure to make deductions or for making improper or inaccurate deductions or remittances.

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

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

## ARTICLE 22 – DURATION OF AGREEMENT

**22.01** This Agreement is effective on April 21, 2022 (3 year Agreement) and will continue in full force and effect until April 20, 2025 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.

**22.02** 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.

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

**Vancouver, British Columbia, this 28th day of April, 2022.**

**FOR THE COMPANY**



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**Parv Bal**  
**General Manager**  
**Airport Terminal Services**  
**ATS**

**FOR THE UNION**



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**Todd Haverstock**  
**General Chairperson**  
**IAMAW**

# LETTER OF UNDERSTANDING # 1

## BENEFITS

### **L1.01 Full-time Employee Benefit and Insurance Plans**

The Company agrees to provide at no cost to full-time employee the various Benefit and Insurance Plans currently in place or a replacement Plan providing equal benefits (booklets will be provided) including one hundred percent (100%) of MSP premiums (Single or Family).

**L1.02** Employees who wish to continue their participation in Benefit and Insurance Plans during a Leave of Absence without pay or lay-off may do so, within the time limits of the various Plans. Such employees will, in addition to their share, be responsible for the Company's share of the premiums for such Plans in accordance with arrangements made between the Company and the employee.

**L1.03** Employee Benefits will cease upon the employees last day of work.

### **L1.04 Part-time Employee Benefits and Insurance Plans**



Company will pay one hundred percent (100%) of the premium for Medical, Life, AD & D, Dependant Life and LTD. The Company will pay one hundred percent (100%) of the Dental premium for the employee and one hundred percent(100%) of the premium for any additional family members; and, one hundred percent (100%) of MSP premiums (Single or Family). For Benefit purposes only, part-time is defined as a regular schedule hours up to thirty-two (32) hours per week.

**Note:** If there are changes to the British Columbia Medical Plan during the duration of the Collective Agreement, the Company and Union will get together and redistribute any savings into other Benefits.

## LETTER OF UNDERSTANDING # 2

### SICK LEAVE

#### **L2.01 Sick Leave**

Sick Leave An employee absent from work due to an illness or injury (other than an illness or injury covered by Workers' Compensation) will be allowed Sick Leave with pay as outlined in the following:

**L2.02** An employee who has successfully completed his/her probationary period will be credited with forty (40) hours per calendar year or part thereof. The sick hours are accumulated but not paid out at the termination of employment.

**L2.03** The Company may only request a doctor's note after three (3) consecutive days, the cost of the note will be at the employee's expense.

**L2.04** Accrued Sick Leave will be reduced when an employee is absent due to illness or injury until such time as Sick Leave is 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 is exhausted.

Debits for the balance of the shift will be recorded to the next quarter hour.

- L2.05** 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.
- L2.06** Paid Sick Leave is for the sole and only purpose of protecting the employee against loss of income while he/she is legitimately ill or injured. Any employee using these provisions for any other reason may be subject to discipline up to and including discharge.
- L2.07** Where payment of an employee's WSIB (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. When reimbursement is made, the Sick Leave credits which were used will be reinstated.
- L2.08** Sick Leave is not a terminating Benefit.
- L2.09** Once the new provisions of the *Canada Labour Code* regarding Medical Leave come into force, the Code's provisions will supersede and replace this LOU.

## **LETTER OF UNDERSTANDING # 3**

### **MODIFIED WORK**

The Company and Union agree to implement a Modified Work Program for employees covered by this Agreement. This Program will be jointly administered and will define roles, responsibilities and outline processes which allow employees who require accommodation due to disability, including those who are absent due to accident or illness, a level of accommodation that will permit a productive return to the work place.

## **LETTER OF UNDERSTANDING # 4**

### **EXPEDITED ARBITRATION**

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

Any grievance arising between the parties which have not been satisfactorily settled under the provisions of Article 16, may be referred to expedited arbitration upon mutual agreement.

1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year.
2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) week's notice of cancellation will be provided to the Arbitrator and the date(s) will be re-scheduled.
3. The expedited Arbitrators shall consist of the following:
  - Corrin Bell
  - Julie Nichols

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

4. The parties shall equally share the fees and expenses of the Arbitrator. Costs and allowances payable to witnesses shall be paid by the party calling such witnesses.
5. Prior to rendering a decision, the Arbitrator may at any time during the proceeding, assist the parties in mediating a resolution to the grievance.
6. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under Article 16, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.
7. Grievance shall be heard on a "first in, first out" basis, unless it is a termination case in which case it will be heard at the next date.
8. For every grievance on the agenda, the parties shall prepare a brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.
9. Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda, no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda

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

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

10. The parties will use all means possible to keep proceedings simple. As such there will be no reliance on legal authorities to support arguments except with respect to generally accepted labour law principles.
11. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request to any one grievance unless otherwise agreed.

12. A brief written decision shall be issued to the parties within fourteen (14) calendar days of the hearing.
13. Decisions rendered by the Arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing. Decisions will be final and binding and not subject to appeal.
14. In the event of a conflict between any provision of this Agreement and the Collective Agreement, this Agreement shall prevail with respect to the subject matter of the conflict.



## **LETTER OF UNDERSTANDING # 5**

### **SEASONAL CONTACTS**

- L5.01** A seasonal contract which is a contract that operates less than six (6) months consecutively the following will apply.
- L5.02** All above basic positions will be posted for existing staff to have an opportunity to bid on prior to hiring from the street.
- L5.03** All basic positions will be filled by street hires.
- L5.04** At the termination of the contract all employees will be subject to lay-off and will not have any bumping privileges.
- L5.05** Seasonal employees who get laid off will hold recall rights.
- L5.06** Seasonal employees can apply for any mainline postings seniority provisions will apply.
- L5.07** Seasonal employees may be awarded a mainline position but may not assume the position until the end of the seasonal contract.

## LETTER OF UNDERSTANDING # 6

### RRSP SAVINGS PLAN

- L6.01** An employee who has completed one (1) year of service is eligible to participate in the RRSP plan Policy No. RS103368-S0331.
- L6.02** Your regular contributions, by payroll deduction, are an amount determined at your discretion up to a maximum of 4% of your earnings.
- L6.03** The Company will contribute on your behalf, an amount equal to 25% of your regular contributions up to a maximum of 1% of your earnings.
- L6.04** The total of any contributions made by an employee and by the Company on the employees behalf under the Plan each year are deemed to have been contributed by the employee and cannot exceed the employee's maximum allowable limit as set under the Income Tax Act (Canada).
- L6.05** To join the Plan you must complete and sign the application for membership issued by the Company. Employees may join the Plan in January, April, July or October following completion of one (1) year of service.

## **LETTER OF UNDERSTANDING # 7**

### **SPECIAL SERVICE AGENT CLASSIFICATION**

The Company and Union agree that the Passenger Services Agents will perform all aspects of the Special Service Agents outlined in Article 4.01.03.

Should there ever be an opportunity or requirement to reinstate this classification during the life of this agreement the parties agree to meet and come to a mutual agreement regarding terms and conditions.

# MEMORANDUM OF AGREEMENT

**BETWEEN:**

## **AIRPORT TERMINAL SERVICES**

(Hereinafter referred to as the "Company")

**- and -**

## **THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS DISTRICT 140**

(Hereinafter referred to as the "Union")

**WHEREAS** The company has increased their requirement for Supervisor due to the increases in flight schedules.

**WHEREAS** The current CBA and certification has a job classification of Senior Leads with duties outlined in the CBA.

**WHEREAS** during the negotiation process the Company provided a job description of a supervisor and it appears that some of the duties being performed is bargaining agent work.

**WHEREAS** The Union contends that this is a violation of the CBA and those duties must be performed by Senior Leads not Supervisors.

**WHEREAS** the parties agreed to the following:

The parties agree:

1. The parties will get together within thirty (30) days to meet and discuss the two job descriptions and duties.
2. The intent of the meetings is to come to an agreement which will include Senior Leads and Supervisors into the operation which may include altering the current job description and duties.
3. If after September 30, 2022 there is no agreement reached then the Union has the right to file a grievance.
4. The grievance will be first brought to FMCS to try and reach an agreement, and if no resolve is reached then it will proceed to expedited arbitration as per LOU 4.
5. The positions and discussions during these meeting will be on a non-precedent basis and cannot be used by either party should we proceed with a grievance.



Transportation District 140