

COLLECTIVE AGREEMENT

Between

**AIRPORT TERMINAL SERVICES
CANADIAN COMPANY**



And

Employees as represented by:



**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS**

For

LOCAL LODGE 2734

AGREEMENT #3

May 17, 2014 - May 16, 2016

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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 IAMAW (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 Calgary 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** The Company will not permit any person not covered under this Agreement to do any tasks/duties covered under this Agreement. Supervisors may perform Bargaining Unit work on an emergency and training basis only.
- Prior to a Supervisor performing any Bargaining Unit work, the Supervisor must justify the situation to a Shop Steward on duty.

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 shifts and increase/decrease the workforce 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. To make and alter from time-to-time reasonable rules and regulations to be

observed by its employees which shall not be discriminating in nature in violation of Human Rights laws.

- 3.01.02** These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 3.02** Such rights will not be exercised in a manner that is inconsistent with the provisions of this Agreement.
- 3.03** It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 4 - SCOPE OF AGREEMENT

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

4.01.01 RAMP SERVICES CATEGORY

4.01.01.01 Ramp Services Agent Classification

(Applies to all Ramp Staff) Must have the ability to hold a Driver Apron License (DA), a Red Pass (unescorted clearance) and a valid Class 5 driver's license. Current employees will have a period of one year from the date

of ratification to attain the minimum qualifications. The Company will not terminate any employee due to an employee's inability to retain their license due to a verified medical illness.

Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishings 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 lavatory 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. Perform the lubrication tasks on all equipment under the jurisdiction of the Company; assist equipment mechanics as necessary in cleaning, repairing and operating of equipment being serviced.
5. Any other duties associated with this job classification.
6. Must have Driver's Apron (D/A).

4.01.01.2 Ramp Crew Chief

Normal Duties

Normal duties comprises all those who, in addition to those duties and functions outlined in Article 4.01.01.01, may also include to attend regular meetings, demonstration of proper work methods, conducting on-the-job training, instruction of employees in new or revised operational procedures. Crew Chiefs will be required to pass a written and practical D/A exam. Crew Chiefs must have the ability to direct the workforce and provide practical training. The employees entering this position will be on a ninety (90) day probationary period.

4.02 CABIN SERVICES CATEGORY

4.02.01 Cabin Services Agent Classification

Normal Duties

Normal duties comprises all those employees who perform aircraft grooming, including equipping the aircraft cabin for flight according to specifications with equipment and cabin services supplies and other related duties as directed by Management and/or a Crew Chief.

4.02.02 Cabin Services Crew Chief

Normal Duties

Normal duties comprises all those who in addition to those duties and functions

outlined in Article 4.02.01 may also include to attend regular meetings, demonstration of proper work methods, conducting on-the-job training, instruction of employees in new or revised operational procedures. Crew Chiefs will be required to pass a written and practical D/A exam. Crew Chiefs must have the ability to direct the workforce and provide practical training. The employees entering this position will be on a ninety (90) day probationary period.

ARTICLE 5 - RATES OF PAY AND PREMIUMS

5.01 Rates of pay are on an hourly basis in accordance with the following schedules. New pay scale (pay scale B) for any Cabin Service employees hired after May 17, 2014.

Ramp Services Agent

0 - 6 MOS	15.30
7 - 12 MOS	15.83
13 - 18 MOS	16.35
19 - 24 MOS	16.88
25 - 30 MOS	17.40
31 - 36 MOS	17.93
37 - 42 MOS	18.45
43 - 48 MOS	18.98
49 - 54 MOS	19.50

54 - 60 MOS	20.03
61 - 66 MOS	20.55
67 - 72 MOS	21.34
73 - 78 MOS	22.13
79 - 84 MOS	22.92
84+ MOS	23.06

Ramp Services Lead

0 - 6 MOS	17.40
7 - 12 MOS	17.93
13 - 18 MOS	18.45
19 - 24 MOS	18.98
25 - 30 MOS	19.50
31 - 36 MOS	20.03
37 - 42 MOS	20.55
43 - 48 MOS	21.08
49 - 54 MOS	21.60
54 - 60 MOS	22.13
61 - 66 MOS	20.65
67 - 72 MOS	23.44
73 - 78 MOS	24.24
79 - 84 MOS	25.02
84+ MOS	25.10

Cabin Services Agent (Scale A)

0 - 6 MOS	12.61
7 - 12 MOS	13.14
13 - 18 MOS	13.66
19 - 24 MOS	14.19
25 - 30 MOS	14.71
31 - 36 MOS	15.24
37 - 42 MOS	15.76
43 - 48 MOS	16.29
49 - 54 MOS	16.81
54 - 60 MOS	17.34
61 - 66 MOS	17.86
67 - 72 MOS	18.65
73 - 78 MOS	19.44
79 - 84 MOS	20.23
84+ MOS	20.40

Cabin Services Lead (Pay Scale A)

0 - 6 MOS	14.71
7 - 12 MOS	15.24
13 - 18 MOS	15.76
19 - 24MOS	16.29
25 - 30 MOS	16.81

31 - 36 MOS	17.34
37 - 42 MOS	17.86
43 - 48 MOS	18.39
49 - 54 MOS	18.91
54 - 60 MOS	19.44
61 - 66 MOS	19.96
67 - 72 MOS	20.75
73 - 78 MOS	21.54
79 - 84 MOS	22.33
84+ MOS	22.44

Cabin Services Agent (Pay Scale B)

0 - 6 MOS	12.36
7 - 12 MOS	12.88
13 - 18 MOS	13.39
19 - 24MOS	13.91
25 - 30 MOS	14.42
31 - 36 MOS	14.94
37 - 42 MOS	15.45

Cabin Services Lead (Pay Scale B)

0 - 6 MOS	14.42
7 - 12 MOS	14.94
13 - 18 MOS	15.45
19 - 24MOS	15.97
25 - 30 MOS	16.48
31 - 36 MOS	17.00
37 - 42 MOS	17.51

Any payment regarding premiums or payments of any kind are all subject to appropriate statutory deductions.

\$1.00 per hour De-icing Premiums for employees working de-icing shifts.

- 5.02** Scheduled advancement from one rate of pay to the next higher rate in the wage scale for each classification will occur upon completion of the period described in the wage scale.
- 5.03** The Company may, at its discretion, commence a new employee at any rate on the applicable wage scale based on his/her experience; no employee, however, will be paid a rate in excess of the maximum rate in the applicable wage scale.
- 5.04** **Split Shift Premium** - The employee will be paid a ten (\$10.00) dollar premium when they are scheduled to work a split shift

provided they work both parts of the split.

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** Recovery of pay errors will be limited to those errors which occurred during the twenty-four (24) calendar month period immediately preceding the discovery of the error.
- 6.03.01** When pay errors involving an overpayment are discovered by the Company, written notification will be given to the employee of the overpayment at the time of the error being discovered. The notification will include the amount of the overpayment and the date that the amount will be deducted. The Company agrees should an undue hardship be created they will review the repayment schedule. In the event the employee's service with the Company is

terminated, all monies due to the Company will be deducted from the final pay cheque.

6.03.02 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) or more days prior to the pay date; otherwise, it will be made on the next following pay cheque. However, where the underpayment is one hundred dollars (\$100.00) or more of regular pay, the Company agrees to issue a cheque if this would result in the employee receiving restitution on an earlier date.

6.04 **Part-time** employees who report to work a recall will be provided with a twenty (20) minute paid meal period at the appropriate rate after four (4) hours of work.

6.05 **Rest Periods** - Employees shall be granted two (2) fifteen (15) paid rest breaks.

6.06 **Off Duty Period** - All full-time 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 or scheduled to work within a rest period, employee will receive overtime for time worked for the duration of the rest period only.

- 6.07** **Shift Trades/Give Aways** - 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.
- 6.07.01** The employee covering the shift must be qualified to and capable of performing the work.
- 6.07.02** The shift must be within a finalized shift bid period.
- 6.07.03** 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.
- 6.07.04** 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.

- 6.07.05** All recall hours will be paid to the employee who works the recall.
- 6.07.06** Sick Leave provisions will apply to the employee who has agreed to work the shift.
- 6.07.07** For a shift trade on a holiday, the Company will pay per the Canada Labour Code.
- 6.07.08** Employees will record cancellation of shift trades in writing, with a minimum of twenty-four (24) hours advance notice to the Company.
- 6.07.09** Shift trades shall not be considered for the purposes of overtime and recall credits per Article 7.

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

- 7.01** Employees will receive the maximum amount of scheduled hours, up to an average forty (40) hours per week, based on seniority. Shift preferences will be based upon the employee's seniority and qualifications in the case of posted open and general shift bids. All employees will be subject to the standard rotation and site staffing requirements, as per Management's discretion. The minimum hours of pay for any shift will be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement.

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

7.02

It is understood and agreed that the parties will work together to make the shift schedules work to the benefit of both parties. A Shift Committee consisting of the Chief Shop Steward and one other Steward will meet with the Company to review and propose alternate shift schedules. The final decision and implementation of any schedule remains that of the Company if an agreement cannot be reached within the Shift Committee.

7.03

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.

7.04

When the Company alters the work schedule it shall provide as much advance notice as possible to the employees affected. The Company shall discuss with the Union Shift Committee its decision to alter existing shifts in advance of their implementation. It is further agreed that re-deployment of the

employees on duty to meet the revised requirements will be actioned prior to the alteration of work schedules.

Employees will be provided with a minimum of forty eight (48) hours notice prior to their shift time being changed and a minimum of seventy two (72) hours notice prior to their days off being changed.

- 7.04.01** A split shift is recognized as two (2) separate shifts.
- 7.04.02** A split shift will have a maximum split of four (4) hours between shifts.
- 7.05** The Company does not guarantee to provide work for any employee or to maintain the work week or hours of work at any time in effect. In the event of a lay-off the provisions of Article 11 will apply.
- 7.06** **Meal Periods** - will be unpaid thirty (30) minutes in duration away from the job. One (1) meal period will be scheduled in each eight (8) hour shift within one and one-half (1 1/2) hour on either side of the mid-point of each shift unless otherwise arranged according to the wishes of the majority of the employees involved.
- 7.06.01** If due to requirements of the service, an employee is unable to take a meal period at the scheduled time, the meal period will be taken at a time available during the period. If this is not possible, the employee may elect

to take the meal period at some other time during the balance of the shift agreeable to the Company or forego the meal period and claim overtime.

- 7.06.02** An employee who works more than three (3) hours overtime prior to or after his/her shift will be provided with an additional twenty (20) minutes paid meal period.

ARTICLE 8 - OVERTIME AND RECALL

- 8.01** All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the work day. The work day is considered to be the day in which the majority of the shift falls.

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

- 8.02.01** It is recognized that occasionally employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled or due to operational requirements. Additionally, employees will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other

employee is scheduled to work or when there is an unplanned workload which cannot be deferred. In no event, however, will an employee be required to work in excess of sixteen (16) hours.

8.02.02 Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicable and according to a system developed by mutual agreement between the Company and the Union.

8.03 **Overtime** - All time worked in excess of eight (8) hours per day or forty (40) hours per week will be paid at one and a half (1 1/2) times the employees regular rate of pay unless working on an approved modified work week.

8.04 **Recall** - If an employee works on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will receive a minimum of four (4) hours at the appropriate rate.

8.05 **Time Records** - Accurate records will be maintained for each employee, which will be made available on request to the employee and to the Union Representative if the employee so wishes.

ARTICLE 9 - RELIEF ASSIGNMENTS

9.01 Temporary relief duties in a higher paying classification or job assignment will be

offered to available employees within the 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 is assigned to temporary relief duties in a higher paying classification will assume the rate of the higher classification.

9.03 If any portion of an employee's shift is worked in a higher classification the employee will receive the higher pay for the entire shift.

Split shifts are seen as two (2) shifts and the rate will only apply to either the first or second half of the split depending on which part of the shift the employee worked in the higher classification.

ARTICLE 10 - PROBATION

10.01 Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of three (3) months of service, excluding any period of absence of seven (7) calendar days or more.

10.02 The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for

continued employment.

- 10.03** In the event of a staff reduction, probationary employees will be affected in reverse order of seniority in accordance with Article 11.06 but will not have the right to bump another employee or to lay-off and recall.

ARTICLE 11 - SENIORITY AND STAFF REDUCTION

- 11.01** Employees will accrue seniority as follows.
- 11.01.01** **Company Seniority** - will date from the first day of work in any position with the Company.
- 11.02** **Union Seniority** - will date from the first day of work (including training) in any classification covered by this Agreement.
- 11.02.01** In cases where two (2) or more employees have the same Union seniority date, the sequence of seniority will be determined by the application of the following in the order stated:
- 11.02.02** Company seniority date.
- 11.02.03** Social insurance number, using the last three digits, the lower number being the more senior.
- 11.02.04** By lot in a manner mutually established by the Company and the Union.
- 11.03** **Crew Chief Classification Seniority** - a date will be established based on the date the employee starts in the classification.

- 11.04 Seniority Lists** - will be prepared, corrected, amended and published in the following manner:
- 11.04.01** Not later than March 30th and September 30th 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.
- 11.04.02** 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.
- 11.04.03** 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.
- 11.05 Maintenance of Seniority** - Seniority will be maintained and accumulated except as provided for in the following.

- 11.05.01** 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.
- 11.05.01.01** When the employee is discharged for just cause and is not reinstated through the grievance and arbitration procedures provided for in this Agreement.
- 11.05.01.02** When the employee voluntarily leaves the Company or is considered to have resigned pursuant to the provisions of this Agreement.
- 11.05.01.03** When the employee deserts service (resignation without notice).
- 11.05.01.04** When the employee has been laid off or otherwise off work for a period of time in excess of twelve (12) months except covered by a Leave of Absence as provided for elsewhere in this Agreement.
- 11.05.02** The following will result in the loss of the employee's Union seniority and removal of their name from the seniority lists.
- 11.05.02.01** When the employee has been in a position with the Company outside the Scope of this Agreement for a period in excess of ninety (90) working days per calendar year.
- (a) An employee who remains outside the scope of the agreement for more than ninety (90) working days in a calendar year, will have his/her Union seniority

reduced equally to the number of days in excess of ninety (90) working days.

- (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.

11.05.03 The following will result in an interruption in the accrual of seniority in the manner and for the period specified.

11.05.03.01 Seniority will continue to accrue during the first ninety (90) consecutive calendar days of a voluntary Leave of Absence. The adjustment to the employee's seniority date to account for the period of Leave in excess of this ninety (90) days will occur at the time the employee resumes the accrual of seniority, or prior to the Company taking action which would be affected had the adjustment already occurred, whichever is the earlier.

Staff Reductions

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

11.6.01 The Company shall give at least seven (7) calendar days notice to employees and the Union of any contemplated layoffs.

- 11.06.02** Employees shall be laid off in reverse order of classification seniority by status.
- 11.06.03** An employee who is laid off shall have the ability to displace the more junior employee in the same category - Ramp to Ramp or Groomer to Groomer.
- 11.06.04** 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.

Recall

- 11.07** Recall shall occur in the following order:
1. Full-time vacancy - offer the position to the most senior full-time employee who is currently laid off.
 2. Part-time vacancy - offer the position to the most senior employee, who is laid off, regardless of status.
- 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 twenty-four (24) hours after having received the notice if he/she wishes to accept the recall. The employee shall reply to local Management and send a copy of same to the Employee Service Department.
- 11.07.03** 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 Supervisor, may be granted a Voluntary Leave of Absence without pay for a period not exceeding six (6) months.

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

- 12.01.02** The Company will indicate its approval of the

Leave in writing, including the commencement and termination dates, fourteen (14) or more calendar days prior to the requested commencement date of the Leave. Once approved, a Leave may not be cancelled except by mutual agreement between the employee and the Company.

12.01.03

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

12.02

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

12.02.01

Additional Leave in excess of that provided by the Canada Labour Code will be granted for a reasonable period upon written request by the employee when the health of the mother or child requires it. Such request must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating that she is unable to work by reasons related to the pregnancy or health of the child and indicating the duration of that inability. In

any event, any additional Leave provided under this Clause will be for a maximum period of six (6) months.

- 12.02.02** An employee who takes, or is required to take, a Leave under this Article will be reinstated in the position they occupied when the Leave commenced, subject to the provisions of Articles 11 and 12.
- 12.02.03** An employee will receive all advances or increases in pay during the period of Leave. Benefit entitlements will be as required by the provisions of the Canada Labour Code.
- 12.02.04** The seniority of an employee will continue to accrue during the full period of the Leave.
- 12.02.05** The Company will not dismiss, suspend, layoff, demote or discipline an employee because the employee is pregnant or has applied for a Leave, nor will the Company take into account the pregnancy of an employee or the intention of an employee to take a Leave in any decision to transfer or train the employee.
- 12.02.06** An employee on a Maternity or Parental Leave who wishes to terminate their Leave in advance of the previously established date will advise the Company in writing. Such employee will be returned to work within four (4) weeks from the date of receipt of such notification, or such shorter period of time agreed between the Company and

employee.

- 12.02.07 Paternity Leave** - Upon request, a male employee will be granted two (2) days, with pay, of Paternity Leave at the time of the birth or adoption of his/her child. If requested the employee will be granted up to an additional three (3) days without pay.
- 12.03 Union Business Leave of Absence** - An employee who has been elected or appointed by the Union to carry out authorized business of the Union on a full-time basis will be granted a Leave of Absence without pay for that purpose in accordance with the following.
- 12.03.01** The number of employees granted a Union Leave will not exceed three (3).
- 12.03.02** The Union will advise the Company of the name of such employee, the term of the Leave and the purpose.
- 12.03.03** The employee's participation in employee Benefit Plans with the exception of Short Term/Long Term Disability will continue. The Union will repay the Company for the normal Company costs incurred in employee Benefit Plans and the employee will continue to pay his/her contributions to the Company.
- 12.03.04** The employee will continue to accrue Company and Union seniority while on Union Leave.
- 12.05 Bereavement Leave** - When a death occurs

in the immediate family of an employee, the employee will be granted Bereavement Leave with pay for three (3) consecutive working days. At the employee's option, these days will be taken immediately following the day of death or at the time of the funeral.

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

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

12.05.03 Additional Leave without pay will be granted as follows:

(a) Up to five (5) calendar days as

requested by the employee for travel out of the city.

- (b) Up to five (5) calendar days as granted by the Company.

ARTICLE 13 - CREW CHIEF VACANCIES AND TRANSFERS

13.01 When a vacancy occurs within the Crew Chief classifications covered by this Agreement, all employees will be advised by way of a notice of vacancy which will outline the qualifications of the classification and the commencement date of the position. Such vacancy notices will be posted on the appropriate bulletin board(s) for a specified period of at least a seven (7) business day duration and will be copied to the Chief Shop Steward.

13.01.01 In filling of Crew Chief vacancies, employees who wish to be considered for promotion must have a Letter of Preference on file thirty (30) days prior to the vacancy being declared. All Letters of Preference will be maintained in the employee's file for a period of twelve (12) months and must be renewed annually.

13.01.02 When a Crew Chief position becomes available the Company will determine the six (6) senior qualified applicants with LOP on file.

These employees will be interviewed by the

Company with a Union Representative present. Of the applicants who pass the interview, the senior one will be awarded the position.

- 13.02** All employees will also have the ability to request a transfer to another category via the Letter of Preference form. All Letters of Preference will be maintained in the employees file for a period of twelve (12) months and must be renewed annually. In the event the employee fails to signify their acceptance it will be deemed to be a refusal and the employee shall be restricted from submitting a new request for a period of twelve (12) months from the date of their original confirmation.
- 13.03** In filling vacancies in the Ramp Services Agent or Cabin Services Agent classifications, the job will be awarded to the senior applicant, based on the Letters of Preference on file.
- 13.04** The employee will be given no less than three (3) clear calendar days notice of a transfer (not less than seven (7) clear calendar days if the transfer results in a change of days off) unless mutually agreed between the Company and the employee.
- 13.05** An employee who is transferred to fill a temporary vacancy arising from the absence of an employee due to illness/injury or a Leave of Absence for

employees with Child Care Responsibilities will be returned to their previous position upon the return of the absent employee, unless they have been the successful applicant for another vacancy.

13.06 All notices to an employee under this Article will be in writing, copied to the Chief Shop Steward.

13.07 If the employee desires to withdraw their request at any time prior to the promotion or transfer being offered they may do so in writing without penalty. If the employee is offered the position they requested and then declines they will not be allowed to put in a Letter of Preference for one (1) calendar year.

13.08 An employee wishing to demote may submit a request to demote to his immediate Supervisor. The demotion will be auctioned at the next Ramp Agent vacancy or as of the next shift bid. The request for demotion is not rescindable and the employee will lose all seniority in the Crew Chief classification. The employee will be unable to act, or be forced to act, as a Crew Chief for a period of one (1) year.

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	

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

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

ARTICLE 15 - VACATIONS

15.01 General

15.01.01 An employee will receive Annual

Vacation with pay as provided for in Article 15.02 according to his/her years of employment with the Company.

- 15.01.02** Vacation is not cumulative and must be taken during the vacation year immediately following the period for which it was earned unless special circumstances warrant otherwise and prior arrangements are made with the Company in writing. An employee who takes any vacation in a year other than the vacation year immediately following the year in which it was earned will not exercise seniority in selecting dates for the delayed vacation and will not affect the vacation of any other employee.
- 15.01.03** The vacation year will be based upon the employee's anniversary date.
- 15.01.04** Vacation will be taken in consecutive calendar days except that employees with fourteen (14) calendar days or more may elect to take vacation in two (2) blocks and employees with twenty-one (21) calendar days or more may elect to take vacation in three (3) blocks.
- 15.01.05** It is recognized that restrictions on the number of employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable and must be declared prior to the employees selecting their vacation dates. There will be a minimum number of

employees allowed to take vacation for every week of the year.

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

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

15.02 Entitlement

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

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

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

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

their paid vacation entitlement reduced.

15.03

Selection

15.03.01

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

15.03.02

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

15.03.03

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

15.03.03.01

Employees who expect to be absent during the selection period may advise the Company, in advance and in writing, as to

their selection of vacation dates.

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

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

15.04 **Waiting List**

15.04.01 Vacation dates which become available after the allocation of vacation dates will be offered, in order of seniority, to employees who are on a waiting list and, once accepted, will become their allocated vacation dates.

15.05 **Vacation Pay**

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

15.05.02 At the option of the employee, vacation accrued but not taken by employees who

are laid off will be paid at the time of lay-off.

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

15.06 Extended Vacation

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

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

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

ARTICLE 16 - GRIEVANCE PROCEDURE

16.01 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 may be 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** Upon request, the Company shall provide the Union 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 If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and the Chief Shop Steward and General Chairperson.

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

17.03

If it is considered undesirable that an employee should be allowed on Company premises and where there is doubt as to the appropriate charge/penalty, the employee may be held out of service pending the outcome of the investigation for up to a maximum of seven (7) business days with pay to provide the Company with sufficient time to investigate and consider all factors.

17.04

The Company shall remove any disciplinary correspondence from an employee's personnel file after twelve (12) months from date of last infraction. An employee shall be entitled to review his/her personnel file by

submitting a letter to the local Manager and remove any letters of discipline from his/her personnel file that have expired.

- 17.05** If an employee is suspended pending termination, such suspension will take effect immediately upon the employee receiving notice thereof.

ARTICLE 18 - ARBITRATION

- 18.01** The proceedings of the arbitration shall be expedited, joint grievance panel 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.
- 18.02** Notice of Intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 2 of the grievance procedure.
- 18.03** An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after the Notice of Intent to arbitrate has been given, as provided in Article 18.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator or we will rotate through the list of arbitrators in sequential order.
- 18.04** The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

- 18.05** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employee(s) involved.
- 18.06** The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

ARTICLE 19 - UNION / MANAGEMENT RELATIONS

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

19.02

Letters of Understanding - Any Letter of Understanding negotiated between the Station Manager or his/her designate and the District

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 their immediate Supervisor/Manager and the Supervisor of the employee(s) involved. Additionally, the Union representative will

notify their Supervisor when returning to duty.

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

combined total period not exceeding thirty (30) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union.

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

19.04.01

Subject to having received a minimum of four (4) weeks advance notice, the Company further agrees that Members of the Bargaining Unit, selected by the Union to attend such courses, will be granted a Leave of Absence without pay for twenty (20) days of class time, plus travel time where necessary. Said Leave of Absence is to be intermittent over a twelve (12) month period from the first day of Leave. Such Leaves will not exceed two (2) employees per PEL session to a maximum of forty (40) days of class time with additional Leaves granted subject to the agreement of the Company. Employees on said Leave of Absence will continue to accrue seniority and benefits during such Leave.

19.05

Bulletin Boards - The Company will provide bulletin boards for the use of the

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

19.05.01 Union Office - The Company will provide the Union with an office in the Airport location.

19.06 Data to be Supplied to Union - With each remittance required under Article 20.05, 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.
- 20.01.06** The Company agrees to supply, at no cost to the employees, all sanitary and safety clothing. This will include a sufficient supply of disposable latex gloves for Aircraft Cleaners to perform their work. At minimum, employees will be provided with one (1) pair per flight and will receive additional gloves when required to clean lavatories.
- 20.01.07** The Company will provide a face shield and gloves for those employees who work lavatory service.
- 20.01.08** The Company agrees that no employee will be required to work alone or without regular observation or contact.
- 20.02** **Footwear Allowance** - The Company will reimburse employees a footwear allowance up to one hundred dollars (\$100.00) a year. Receipts must be provided. The reimbursement will be paid on the next paycheque.

20.02.01 There is no rollover from year to year.

20.03 **Work Clothes and Uniforms** - The Company will provide the following initial allotment at a cost of one hundred and fifty dollars (\$150.00) to the employee. This payment will be spread over the employee's first six (6) pay cheques.

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

5 shirts and 5 pants (full-time employees)
3 shirts and 3 pants (part-time employees)
(The above will be replaced as wear and tear warrants.)

In addition, employees will receive:

1 winter parka every 2 years
1 rain/summer jacket every 2 years
(excluding Cabin Services)
4 pair summer gloves per year
(excluding Cabin Services)
4 pair winter gloves per year
(excluding Cabin Services)
2 safety vests (replaced as needed)
1 winter cap
1 summer cap
1 set hearing protectors
1 set knee pads - ramp
(upon request for Cabin Services)

The Company will purchase eight (8) sets of de-icing coveralls to be available for employees performing de-icing service.

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

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

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

20.07 **Human Rights** - Employees will not suffer any harassment nor will they be discriminated against by the Company and/or the Union, or any of the Officers or Agents acting on their behalf, with respect to

terms or conditions of employment on the grounds of sex, race, 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 than 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 May 17, 2014 (2-year Agreement) and will continue in full force and effect until May 16, 2016 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. All increases, premiums, etc. are for existing employees as of the date of ratification.

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

CALGARY, ALBERTA, this 17th day of May, 2013.

For the Company:

For the Union:

Bill Brown

Keith Aiken

Warren Maines

Eyob Mendege

Raelene Miller

Nathan Hannibal

LETTER OF UNDERSTANDING NO. 1

BENEFITS

- L 1.01 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).
- L 1.02** 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
- L 1.03** Employee Benefits will cease upon the employees last day of work.
- L 1.04 Part-time Employee Benefits and Insurance Plans** - The Company will pay fifty percent (50%) of the single premium for all part-time employee Benefits. Part-time employees will have an option to purchase up to the Family Benefit level at their cost. Part-time employees will be responsible for paying one hundred percent (100%) of the difference

between the Family Premiums less the Single Premium cost. For Benefit purposes only, part-time is defined as a regular schedule of less than thirty-two (32) hours per week.

- L 2.01** **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:
- L 2.02** An employee who has successfully completed his/her probationary period will be credited with five (5) days sick per calendar year or part thereof.
- L 2.03** 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.
- L 2.04** The applicable pay for Sick Leave will be the employee's regular rate of pay in effect at the time the Sick Leave is taken.
- L 2.05** 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.

- L 2.06** 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.
- L 2.07** Unused Sick days can be accumulated to a maximum of ten (10) days.
- L 2.08** **Sick Leave is not a terminating Benefit.**

LETTER OF UNDERSTANDING NO. 2
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.