

SOURCE	Union		
EFF.	88	01	01
TERM.	89	12	31
No. OF EMPLOYEES	15		
NOMBRE D'EMPLOYÉS	15		

COLLECTIVE AGREEMENT

BETWEEN:

TRINIDAD & TOBAGO (BWIA INTERNATIONAL)
AIRWAYS CORPORATION

AND

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

MAY - 5 1989

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- No. 4 LETTER OF UNDERSTANDING REGARDING THE COMPUTATION OF VACATION PAY

-THIS AGREEMENT made and entered into this day of , 1988.

BETWEEN :

TRINIDAD AND TOBAGO (BWIA INTERNATIONAL)
AIRWAYS CORPORATION
(hereinafter called the Corporation)

OF THE FIRST PART:

- and -

THE INTERNATIONAL ASSOCIATION OF
MACHINIST AND AEROSPACE WORKERS
LOCAL LODGE 2413
(hereinafter called the "Union")

OF THE SECOND PART:

ARTICLE 1.00 - PURPOSE

- 1.01 The purpose of this agreement is to define the relations between the Corporation and the Union, the wage and working conditions of employees of the Corporation represented by the Union, and the means by which grievances shall be disposed of promptly and equitably.

ARTICLE 2.00 - RECOGNITION

- 2.01 The Corporation recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the Corporation save and except the Regional Manager - Canada, the Executive Secretary to the Regional Manager - Canada, the Manager - Services, the District Sales Manager, the Manager - Reservations and Ticket Office and the Accountant in accordance with the Certificate of Recognition issued by the Canada Labour Relations Board on May 9, 1977.

ARTICLE 3.00 - MANAGEMENT'S RIGHTS

- 3.01 The management of the Corporation and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes products, equipment and operations shall be vested exclusively in the Corporation. Subject to the provisions of this Agreement, the Corporation shall have the right to schedule and assign work to be performed and the right to hire or re-hire employees, promote, recall employee who are laid off, demote,

suspend, discipline or discharge for just cause, transfer or lay off employees because of lack of work or other legitimate reasons, it being understood, however, the Corporation shall not discipline or discharge an employee except for just cause, or otherwise improperly discriminate against an employee.

- 3.02 The Corporation shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement.
- 3.03 The Union agrees that the Corporation may retire employees at its sole discretion on the first day of the month following the employee's 65th birthday.
- 3.04 The Corporation agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 4.00 - UNION DUES AND UNION MEMBERSHIP

- 4.01 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 4.02 As a condition of employment of every employee under this agreement, the Corporation shall deduct the amount of monthly Union Dues from his wage each month and shall remit the same to the Union on or before the twenty-fifth (25th) day of the month in which it is deducted.
- 4.03 If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such month. The Corporation shall not, because the employee did not have the sufficient wages payable to him on the designated payroll, carry forward and deduct, from any subsequent wages, the dues not deducted in an earlier month.

ARTICLE 5.00 - NO STRIKES OR LOCK-OUTS

- 5.01 This Agreement provides for the just settlement of disputes of any nature whatsoever which may arise between the parties hereto and binds them to accept and abide by the decision of an arbitrator should the parties fail to settle any dispute by negotiations.

- 5.02 The Corporation agrees that it will not cause or direct any lock-out of its employee for the duration of this Agreement. The Union agrees that neither it, nor its representatives will, during the term of this Agreement, authorize, call, cause, condone, sanction or take part in any strike, work stoppage, picketing, sit-down, stand-in, slow-down or curtailment or restriction of production, or interference with work in or about the Corporation's premises.

ARTICLE 6.00 - NO DISCRIMINATION

- 6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Corporation to participate in Union activities.
- 6.02 No employees shall be discriminated against by the Corporation nor suffer any loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.

ARTICLE 7.00 - UNION REPRESENTATION

- 7.01 The Union shall have a shop committee of not more than two (2) members who shall be employees of the Corporation covered by this Agreement.
- 7.02 Matters pertaining to the interpretation, application or administration of this Agreement may be discussed and adjusted by the Corporation and the Shop Committee who shall on request by either party meet once a month with a prepared agenda of matters to be discussed and adjusted. The Corporation and the Shop Committee may upon request and by mutual consent meet more often than once a month for these purposes. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Corporation so as to not unduly disrupt its business operations. The time spent by Shop Committee members in such meetings shall not be considered time worked but shall be paid for by the Corporation at their regular straight time hourly rate. Only Shop Committee members, a Business Representative and/or an International Officer of the Union shall be present at such meetings with the Corporation.
- 7.03 The Union may designate and the Corporation shall recognize a Chief Steward and not more than 2 Shop Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Corporation shall be kept informed of the name of each Shop Steward and the Chief Steward.
- 7.04 Subject to the provisions of Article 7.05, a Shop Steward or Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 8.00 hereof for the settlement of a grievance.

7.05 **The** Union acknowledges **that the** Chief **Shop** Steward **and the Shop** Stewards have their regular work to perform as employees of **the** Corporation and it is therefore agreed that they shall **not leave work** to investigate **or** process a grievance **or** undertake any other Union business on the Corporation's premises during working hours without the prior consent of the Manager of the department concerned, provided that such consent shall not be unreasonably withheld.

Accordingly, **the** Corporation will pay Stewards at their regular straight time hourly rate **of pay for** regularly scheduled time spent in investigating and processing grievances.

7.06 The Union shall appoint **or** elect **and the Corporation** shall recognize the formation of a negotiating committee, consisting of three (3) employees who will **be members of the** bargaining unit. This committee will represent the Union during contract talks with the Corporation.

ARTICLE 8.00 - COMPLAINTS GRIEVANCES AND DISPUTES

8.01 **The** parties hereto desire **that every** complaint shall **be dealt with as** it justly deserves as quickly as possible **and that** adjustment of every justified complaint shall be promptly made.

8.02 Grievance-Procedure 1st Step

An employee **who** has a complaint shall discuss it with his **Manager (Services, District Sales, Reservations, and Ticket Office)** within four (4) working days of occurrence of circumstances giving rise to complaint either alone **or** with his Shop Steward with a view to a prompt and fair adjustment. The Corporation shall not **be** bound to consider a complaint **or** grievance in **respect of any** decision **or happening** which occurred more than four (4) working days prior to the commencement of the first step of **the** Grievance Procedure **herein**.

8.03 During the discussion of a grievance, if it is mutually agreed that witnesses would aid in settling the grievance, **they** may be requested to attend.

8.04 Grievance Procedure 2nd Step

Should **an** employee not receive satisfaction from his **Manager in regard to** complaint **made pursuant** to Section 8.02 hereof within 3 **working days after Step One, he may state** his grievance in triplicate on **the** appropriate form and the **Shop** Committee shall present it to **the** Regional **Manager** - Canada or his designated representative within three (3) **working days thereafter**.

8.05 Grievance Procedure 3rd Step

(a) Within five (5) working days thereafter or within such longer period as may be agreed, the **Shop** Committee and Business Representative shall meet with the Regional Manager Canada or his designee to attempt to adjust the grievance. Within five (5) working days following this meeting, the Regional Manager - Canada or his designee shall deliver to the Union his answer in writing.

(b) Failure on the part of the Corporation to issue its decision within the time limits stipulated as indicated, the grievance will automatically advance to the next step of the grievance procedure.

(c) No matter may be submitted to **arbitration which has not been properly carried through** the steps of the grievance procedures set forth herein.

8.06 Any time limits provided by Article 8.00 may be extended or curtailed by mutual agreement.

8.07 If, after properly exhausting the provisions of the grievance procedure, the Union is dissatisfied with **the** Corporation's decision, the Union may require **that the** grievance be submitted to arbitration provided **that it shall be deemed** to be settled or abandoned if, within 10 working days after a final decision has been announced the Union shall have failed to give written notice of intent to submit the matter to arbitration.

8.08 With reasonable promptitude, the Union shall be notified in writing of any discipline or dismissal **and on request from the Union, the** Corporation shall furnish reason for the same.

8.09 **An employee** with seniority **who feels that he has been** unjustly disciplined or dismissed, may present a grievance **and the same** shall be entered at the 2nd Step of the Grievance Procedure provided by Article 8.00 **hereof**, provided that the right to grieve shall be **deemed** to be waived if a grievance has not been presented within four (4) working days after the event that gave rise to the grievance. In such cases of discipline or dismissal, the employee so disciplined or dismissed shall **have the right to confer** with his **shop** steward.

8.10 Failing settlement by the said grievance procedure, a grievance regarding suspension or dismissal may be submitted to an arbitrator as provided by Article 9.00 hereof, and the arbitrator shall make **such settlement** as he deems just.

8.11 An employee will be afforded the opportunity to see his personal file once per contract year upon written request to management. All employees will be furnished with a copy of any written **adverse report on his** personal file which he must sign as having received a copy of. **If this is not done (copy)** such **adverse report** shall **not become** part **of his record for use** against him at any time.

ARTICLE 9.00 - ARBITRATION

- 9.01 Any matter or question arising **from** the interpretation, application, administration, **or** an alleged violation, of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by either **of the** parties hereto.
- 9.02 No matter shall be submitted to arbitration **by the** parties hereto unless and until they shall have attempted to arrive at a settlement by the means and within the time limits provided by Article 8.00 hereof.
- 9.03 Within ten (10) working days after notice of intent to arbitrate has been given as provided in Section 8.07 hereof, the Corporation and the Union shall attempt to jointly name an arbitrator. No person may be named as an arbitrator **who has** participated in an attempt to settle the grievance **or** dispute.
- 9.04 If the parties fail to reach agreement on an arbitrator within five (5) working days **or** within such longer period as they may mutually agree upon, the Minister of Labour shall appoint an arbitrator.
- 9.05 The arbitrator shall not make any decision inconsistent with the provisions **of** this Agreement nor shall **he** alter, modify or amend any part of this agreement.
- 9.06 The proceedings of the arbitration shall **be** expedited by the parties hereto. The award shall be implemented within fifteen (15) days of receipt by either party.
- 9.07 **The** decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.
- 9.08 The parties shall each pay one-half of the expenses of the arbitrator.

ARTICLE 10.00 - PROBATION

- 10.01 The first one hundred and twenty (120) calendar days of employment shall be a probationary period during which the Corporation may assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed.
- 10.02 An employee shall be a probationary employee without seniority **for** the first **one** hundred and twenty (120) **calendar days of employment by the** Corporation provided that absence with **or** without leave shall not be included in the said one hundred and twenty (120) calendar days.
- 10.03 Any person re-employed by the Corporation after having separated from its employment shall, **when** re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 11.00 hereof or an **employee on leave**

of absence as provided by Article 13.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

- 10.04 An employee on probation shall not be entitled to file a grievance with respect to his dismissal or the reason therefor.

ARTICLE 11.00 - SENIORITY

- 11.01 Corporation Seniority shall mean the employee's length of service, with the Corporation, calculated from the latest date of entry into that service.
- 11.02 Classification Seniority shall mean the employee's Canadian service in his current classification based on the latest date of assignment to that classification except where seniority has been retained in accordance with subsequent paragraphs under this Article.
- 11.03 On the date of completion of his probationary period, an employee shall have one hundred and twenty (120) calendar days seniority in the Corporation and thereafter shall accrue seniority as provided herein. Probationary employees may be laid off without reference to length of service or the grievance or arbitration procedures.
- 11.04 In all cases of lay-off exceeding five (5) working days and recall from lay-off, the Corporation shall consider the classification seniority and the skill, ability and qualifications of the employees in the affected classification to perform the work in question. Where the totality of these factors are relatively equal in the opinion of the Corporation, which opinion shall not be exercised in an arbitrary or discriminatory manner, the length of classification seniority shall govern and the lay-off and recall procedures hereafter set out shall apply.
- 11.05 In the selection of employees covered by this Agreement, for advancement of promotion to positions within the bargaining unit, the decision shall rest with the Corporation provided that in the case of employees with equal skill, ability and qualifications to perform the work in question, the employee possessing the greater Corporation seniority shall be given preference.
- 11.06 Subject to the provisions of section 11.04, in the event of a reduction in force calling for a lay-off in excess of five (5) working days, the following procedure will be followed:
- (a) The employee most recently appointed to the classification in which the reduction in force is necessary, shall be declared redundant in that job.
 - (b) Any such employee who has previously attained classification seniority in a lower classification covered by this Agreement shall again be entitled to classification seniority in such lower classification to the extent of the total classification

seniority **the employee then has in that** lower classification provided that **the employee has in the judgment of the Corporation the** present skill, ability and qualifications to do **the work in question.**

- 11.07 If, as a result of exercising this right to resume employment in a lower classification in **which he had** previously worked, **there is a surplus of staff in that** classification, then the most recently appointed employee in **that** classification, shall **be redundant in that job and the provisions of** section 11.06 (b) shall apply again. **This process of** exercising classification seniority (**which** is sometimes referred to in **this Agreement as "bumping"**) shall continue so long as **redundant employees have** previous classification **seniority** in **lower** classifications and choose to exercise **same** on **the** principle that so **long** as employees hold **and choose** to exercise classification seniority, **the person to be laid off** will be the most junior in the lowest classification.
- 11.08 **In the event that an employee who** is redundant in **any** classification **has** no previous seniority in **any other** classification, **he shall be** eligible to be considered for employment in another classification **only where a vacancy exists and providing he then has the present skill, ability and qualifications to perform the work in question. If no such vacancy exists, he shall be** laid off with recall rights in accordance with **this Agreement.**
- 11.09 **An employee who** is reclassified or promoted, will be given a maximum trial **period of** thirty (30) days to **work** in his new classification to **demonstrate** his ability to **perform the job** in a satisfactory manner, and if **he fails** to give satisfaction in **the new** classification, he will return to his former classification at his **former rate of pay as will any other employee who was promoted** or re-classified as a result of **the** employee leaving his **former** classification.
- 11.10 **When an employee is promoted to a** position outside **the bargaining** unit, he will retain his seniority **under this Agreement** for a period of twelve (12) **months from the date** of such promotion. **After such** twelve (12) **month period, the employee shall have no** accumulated seniority under **this Agreement.**
- 11.11 Seniority need **not** in **any respect govern assignments to** Temporary Duty Field Service or special assignment duty.
- 11.12 An employee **who has completed** his probationary period and is laid off **due** to a reduction in **force,** shall retain all seniority during such **lay-off for a period of twelve (12) months.** Notwithstanding any **other provision of this Agreement:**
- (a) **an** employee who **has** completed his probationary period and due to a reduction in **force bumps** into another classification shall retain and not accumulate seniority in **the** classification **from** which demoted **and shall accumulate seniority in the** classification into which **he bumps, and**

(b) an employee to be laid off must exercise seniority in the classification in which he holds seniority, by advising the Company in writing within forty-eight (48) hours from the receipt of his Notice of Lay-off. In the event he does not exercise such classification seniority, he forfeits same.

A laid off or displaced employee shall be recalled to the classification from which laid off or displaced in accordance with his classification seniority in the event a vacancy exists or there's a restoration of forces subject to the provisions of section 11.04.

11.13 An employee laid off shall file proper addresses in writing with the Regional Manager, Canada, or his designee at the time of lay-off, and any subsequent change of address. An employee will be notified of recall by registered mail or telegram. An employee who fails to give such notice or who fails to return to duty within five (5) days shall lose all rights to recall.

11.14 An employee shall have deemed to have quit and lose all seniority as follows:

(a) if an employee quits;

(b) if an employee is discharged and not re-instated in employment through the grievance or arbitration procedures;

(c) if an employee fails, unless he has a justifiable excuse, to report on the first day following the expiration of a leave of absence or vacation;

(d) if an employee is absent from work without permission for three (3) consecutive days;

(e) if an employee fails to return from a lay-off within five (5) working days after his recall;

(f) if an employee retires.

11.15 A seniority list prepared by the Corporation shall be posted within thirty (30) days after the signing of this Agreement, thereafter semi-annually, showing each employee listed therein as follows:

Name

Corporation seniority date

Classification seniority date

11.16 (i) Employees will be permitted a period of thirty (30) days after posting of the initial list in which to protest, in writing, to the Corporation, any omission or incorrect posting affecting his seniority. All subsequent seniority lists shall be open to protest for a period of fifteen (15) days from the date of posting, but if the seniority date is not protested within the prescribed time limit after the initial appearance of the name on the list, such date shall stand as correct and official on all subsequent lists.

- (ii) **Where an** employee is on vacation, leave **of absence or sick leave at the** time of posting the initial seniority list, he may **protest** within thirty (30) days after his return to work.
 - (iii) Where an employee is on vacation, leave of absence or sick leave at the time of posting the subsequent lists, he may protest within fifteen (15) days after his **return to work**.
- 11.17 A copy of the seniority list will be furnished to the Chairman of the Union Committee who may subsequently, on **request** to the Corporation, have made available to him the seniority status of employees covered herein.
- 11.18 The Corporation shall notify the Union as soon as possible prior to any lay-off, and before action is taken, the Corporation agrees to discuss it with the Union Shop Committee, or in **its absence or unavailability, a steward or the** Union, without prejudice to the **Corporation's** rights **herein**.

ARTICLE 12.00 - JOB POSTING

- 12.01 Whenever new positions within the bargaining unit are created or **permanent** vacancies occur, employees will be given **preference to such positions** or vacancies **based** primarily on qualifications, skill and ability **and** seniority. Seniority shall be the determining factor when the totality of the above elements are substantially **equal**. Successful applicants will be posted within twenty-one (21) days after the expiration of the original posting.
- 12.02 All bargaining unit **permanent vacancies** will be posted for a period of five (5) days on Corporation bulletin boards. If no suitable applicants **are brought forward** by this posting within the five (5) days **specified, the** Corporation will fill the vacancy by such other means as it may deem fit.
- 12.03 **The** successful bidder for a posted job will be entitled to a trial period not exceeding thirty (30) work days.
- If he is unable to **demonstrate** within such trial period his ability to perform the work operation in accordance with the generally recognized requirements for such work to the reasonable satisfaction of the Corporation, he will be returned to his former job at his former rate of pay, as will any other employee who was promoted or transferred as a result of such successful bid.

ARTICLE 13.00 - LEAVE OF ABSENCE

- 13.01 The **Corporation may grant reasonable** leave **of absence to employees for** personal reasons, having due regard to operational requirements, provided the request is made in writing and reasonable notice of the request is given to the employee's supervisor. **The reasons for** requesting the leave of absence must be stated. When the Corporation

grants leave of absence, it shall **be** in writing **and shall set out the length of the leave of absence and the purpose of it.** An employee's seniority shall continue **to accumulate for** a maximum of sixty (60) days while **he is on approved leave of absence.** **When an employee is granted leave of absence,** the Corporation is not required to **pay** premiums **for group** benefits on his behalf after the calendar month in which leave **commences.**

- 13.02 **The Corporation will grant leave of absence without pay to a pregnant employee in accordance with the** requirements of **the** Canada Labour Code.
- 13.03 **An employee who uses a leave of absence for a purpose other than that for which it was granted shall be** subject to discharge.
- 13.04 The Corporation shall, upon request from the Union **made at least five** (5) calendar days in advance, **grant a leave of absence** without pay to **an employee who may** be selected by **the** Union **for the** transaction of Union business provided such leave **of** absence shall not exceed thirty (30) days in any **one** calendar year.
- 13.05 The Corporation **shall upon** written request **from the Union made at** least thirty (30) days in advance **grant a leave of absence** without pay to **an employee who** may be selected by the Union for **the** purpose of attending trade union **conferences** provided such leave of absence shall **not exceed** a total of **ten (10) working days for each such** employee **per calendar year.**
- 13.06 **No more than two (2) employees shall be granted** leaves of absence at **any one time under the** provisions of Article 13.04 and 13.05, with the exception of **the** application of Article 7.06.
- 13.07 On furnishing proof satisfactory to **the** Corporation **of** inability to **work because of** illness or injury, an employee with **seniority** shall **be granted sick** leave without pay **for a period not** exceeding thirty-nine (39) **weeks.** The Corporation **may** require evidence of the employee's fitness **to resume** his previous occupation and **may also** require periodic medical **reports on the employee's** condition during **the period of the leave of absence.** Seniority shall accrue during **the** sick leave.

ARTICLE 14.00 - POSTING NOTICE

- 14.01 **The Union may post notices** concerning the Union meetings and activities at specific places on Corporation premises, **subject to Corporation** approval.

ARTICLE 15.00 - HOURS OF WORK

- 15.01 (a) The regular work week **shall** consist of forty (40) hours to be **worked** in five (5) consecutive days of eight (8) consecutive **hours each day** with a **one (1) hour** inclusive meal period.

Employees shall be scheduled so as to **have** eight (8) rostered days off every four (4) week roster period.

- (b) (i) With respect to the Reservations Department, the Corporation shall **ensure** that days off are allocated in blocks of two (2) **or more** consecutive days and at least one (1) or more weekends **off** in **any** four (4) week roster period and employees shall **not be** rostered to **work in excess of** six (6) **consecutive** days without having days off unless mutually agreed **upon by the Company and the employee** involved.
- (ii) **With respect to the Airport Department**, the Corporation shall **ensure that days off** are allocated in blocks of **two (2) or more consecutive days and employees** shall **not be** rostered to **work** in excess of six (6) consecutive days without having days **off** unless mutually **agreed upon by the** Company and the employees involved. **The Corporation** shall schedule **at least one (1) or more weekends off in every** four (4) week **roster** unless some other schedule is mutually **agreed**.
- (c) However, in **the event of a major** substantial alteration of **the Corporation's** flight schedules, **the** Union **agrees to** negotiate with the Corporation to cover the requirements imposed by such alteration.

- 15.02 Accounts Clerk, Secretary, Marketing Co-ordinator and Mail Room **Clerk** shall work a Monday to Friday, 9:00 a.m. - 5:00 p.m. shift with a one (1) **hour** inclusive meal period during the third **and** fifth hour **of** the shift.
- 15.03 All other employees **shall** receive a one (1) hour lunch period to be assigned as close as possible to mid-shift.
- 15.04 Employees covered by this **Agreement** **who** work shifts shall be rotated **between shifts** according to schedules mutually acceptable to the Corporation **and** the majority of employees in **the** section involved. Such agreement shall **not be unreasonably** withheld.
- 15.05 The normal stopping and starting times for work shifts will **be** scheduled and posted in advance covering a four (4) week roster period, for **the** Airport and Reservations Departments at least **fourteen (14) days prior to commencement of the roster and shall not be** changed without **seventy-two (72) hours notice to an employee** affected by the change.
- 15.06 All employees shall be entitled to two (2), **ten (10)** minute breaks to **be** assigned not earlier than **one (1) hour from the start of each half** of the **employee's** shift.

Employees **who have** been assigned a lunch period which is interrupted because of the needs of service **shall** as quickly as possible be re-assigned to complete the balance of their **lunch period**.

ARTICLE 16.00 - OVERTIME

- 16.01 The Union recognizes the necessity of overtime work in the airline industry and agrees to co-operate in this respect.
- 16.02 The Corporation will, insofar as practicable, distribute overtime on an equitable basis and will post a monthly summary of overtime hours worked on the bulletin boards. This provision shall not apply to the Sales Representatives provided that the Corporation shall post a list of overtime hours worked by the Sales Representatives within thirty (30) days of the end of each calendar quarter.
- 16.03 Overtime will be recorded on a per annum basis with effect from January first of each year.
- 16.04 An employee shall be compensated as follows for overtime work:
- (a) For all authorized work outside scheduled shift hours and on an employee's first rostered day off in any week, employees will be credited with payment at time and one-half (1½) for the first four (4) hours and at double (2x) time for all hours thereafter until there is a rest period of at least eight (8) consecutive hours calculated to the nearest quarter hour.
 - (b) For all authorized work performed on an employee's second scheduled day off, the employee shall be credited at double (2x) time, provided he has worked the first rostered day off.
 - (c) For purposes of overtime calculations, an employee's monthly salary shall be divided by 152 to provide the appropriate hourly rate.
- 16.05 At the option of the employee, overtime may be credited to his time bank in accordance with Article 16.04 up to a maximum accumulation of fifty (50) hours, after which overtime will be paid at the applicable overtime rates. The employee must elect to have the hours credited to his time bank when the overtime is approved and will not be permitted to subsequently seek payment instead of the time off. The compensatory time off under this Article shall be taken at times mutually agreed upon between the employee and the Corporation.
- 16.06 If an employee is recalled to work on the same day after the completion of his regular shift and after leaving the Corporation's premises he shall be provided with at least four (4) hours work, or if four (4) hours work shall not be available, the employee will be paid at least four (4) hours pay at the appropriate rate.
- 16.07 Employees working at least four (4) hours overtime in a day in addition to their regularly scheduled hours shall receive a meal allowance of \$4.25.
- 16.08 In this Article 16.00, authorized overtime shall mean work requested and properly authorized by the Corporation and shall not mean work by mutual arrangement between employees for their own convenience.

16.09 In no case will overtime and premium compensation be compounded, duplicated or pyramided.

ARTICLE 17.00 - HOLIDAYS

17.01 (a) The following holidays are recognized and paid in this Agreement for each employee who has completed thirty (30) days employment:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Day	

Employees shall be paid for such holidays at their regular hourly rate multiplied by seven (7) hours.

(b) With effect from September 11th, 1981, each employee who has completed the probationary period shall be entitled to a personal paid holiday in addition to the above holidays. Provided there is no other employee utilizing the same day, an employee upon 48 hours notice shall be granted such day. Requests shall be made in writing.

17.02 (a) Employees who are rostered to work on any of the holidays and do, in fact, work, shall be paid at double time for all hours worked in addition to payment for the holidays as listed in Article 17.01.

(b) Employees who are rostered off on any of the holidays shall receive a regular day's pay at the time the holiday occurs or an additional day off with pay as listed in Article 17.01 in lieu of such holiday, such lieu day to be taken at a time mutually agreeable to the Company and the employee.

17.03 An extra paid day will be added to the employee's paid vacation in lieu of such holiday if such holiday falls within his vacation period.

17.04 An employee on lay-off shall not be entitled to holiday benefits.

17.05 No employee is entitled to holiday pay pursuant to 17.02 (b) where he has not been entitled to wages for at least fifteen (15) days.

ARTICLE 18.00 - VACATION WITH PAY

18.01 All employees covered by this Agreement shall be entitled to a paid vacation on the following basis:

(a) The Vacation year shall be from January 1st to December 31st.

- (b) Pay for accrued vacation entitlement shall include all remuneration paid by the Corporation.
 - (c) If in continuous employment of the Corporation for less than one year, one day of paid vacation for each month of service up to a maximum of ten (10) days of paid vacation. **No** vacation shall commence earlier than January 1st of the calendar year following date of hire, unless otherwise permitted by the Department Head. Such vacation shall be added to vacation entitlement of the following year.
 - (d) If in continuous employment of the Corporation **for one (1) year** but less than five (5) years, **the employee** receives ten (10) **work** days of vacation and four percent (4%) of gross earnings **for the previous year, or two weeks pay, whichever is greater.**
 - (e) If in continuous employment of **the corporation for** five (5) years but less than eleven (11) years, **the employee shall** receive fifteen (15) work days of vacation and six percent (6%) of gross earnings for the previous year or three (3) weeks pay whichever is greater.
 - (f) If in continuous employment of the Corporation for eleven (11) years or more, **the** employee shall receive twenty (20) work days of vacation and eight percent (8%) of **gross** earnings for the previous year or four (4) weeks pay, whichever is greater.
 - (g) For purpose of vacation time applicable, period of continuous employment of employees shall be considered from date of entry of the employee in the Corporation. The Corporation reserves the right on termination of employment to recover for all leave taken but unearned.
- 18.02 In case of death of an employee, the amount due hereunder shall be paid to his estate.
- 18.03 Choice of vacation periods shall be granted so far as possible **on** the basis of classification seniority provided the Corporation is able to maintain a working force sufficient to do the necessary **work**. Schedules for selection of such vacation shall be bid in November prior to **the** beginning of **each** vacation year and confirmed by December 15th, of the same year, or bid will be deemed approved. At no time shall a senior employee be permitted to take vacation leave already assigned to a junior employee.
- 18.04 Employees shall be paid their vacation pay which is effective at **the** time such vacation commences prior to their going on vacation.
- 18.05 Vacation shall not be cumulative and at **no** time shall vacation be taken in conjunction with entitlement for another year.
- 18.06 Employees will **not be** paid in lieu of accrued vacation except upon termination of employment.

- 18.07 Vacation pay shall not accrue during leaves of absence.
- 18.08 Vacation may be taken in accordance with paragraph 18.01 of this Article in the vacation year following the year in which the vacation is earned, and may be taken without regard to an employee's anniversary date. For example, an employee who joins **the** Corporation at any time in 1975 is entitled to ten (10) working days at any time in 1976. Similarly, **an** employee **whose** fifth anniversary with the Corporation falls at any time in 1978 is entitled to fifteen (15) working days vacation at any time in 1978.
- 18.09 In the event that an employee takes his vacation prior to his anniversary date in any year and then leaves the Corporation prior to his anniversary date, he will be required **to reimburse** the Corporation for any vacation which was **taken** but unearned.

ARTICLE 19.00- SPECIAL ALLOWANCES

- 19.01 Shift Premiums The Corporation will pay a shift premium of thirty-five cents (35¢) per hour for all hours worked by rostered shift employees.
- 19.02 Sick Leave Employees are eligible for twelve (12) **working days** sick leave during each full year of employment. Unused sick leave may be accumulated up to a maximum of ninety (90) working days, on the basis of **one** (1) day **for** each full month of service. Any unused paid sick leave provided herein shall be included for the purposes of calculating the thirty-nine (39) weeks provided for in section 13.07 but the Corporation may, at its discretion, grant additional unpaid sick leave. Sick Leave with pay is based on the following conditions:
- (a) An employee must have at least three (3) months continuous service with the Corporation before being eligible for paid sick leave.
 - (b) Any period **of** absence exceeding three (3) consecutive days must be covered by medical certificate.
 - (c) Any employee unable to report for duty because of illness must advise his supervisor as soon as possible.
 - (d) An employee must report to his supervisor prior to resuming his work after an illness and the Corporation may require a medical certificate prior to resumption of duty by the employee.
- 19.03 Bereavement Leave Each employee shall be granted bereavement leave in the event of a death of a member of his immediate family on any of his normal working days that occur during the three (3) days immediately following the day of death. Every employee **who has** completed **three** (3) consecutive **months of continuous** employment and who is entitled to bereavement leave shall be paid for any regularly scheduled working days falling within the three (3) day period at his

regular hourly rate for the number of hours he was scheduled to **work**. Immediate family shall mean: mother, father, sister, brother, spouse, child, **father-in-law and mother-in-law**.

In the event of the death of a member of the immediate family **where the** funeral is outside a five hundred (500) mile radius of the City of Toronto, the employee shall be granted an additional four (4) days leave **of absence** without pay to attend the funeral.

19.04 Jury Duty & Crown Witness

(a) Employees subpoenaed as a witness or required to serve **on a jury** shall be paid the difference between the amount they receive for **such** service **and** their normal daily earnings.

(b) An employee subpoenaed to go to court shall be granted by the Corporation a leave of absence of one (1) day without pay.

19.05 Parking The Corporation will pay for parking in the employee airport parking lot for employees working at the airport.

19.06 Credit Union The Corporation agrees to a payroll deduction for employees who participate in a credit union. The Corporation will remit on a weekly basis one week in arrears subject to changes being made once per month. Employees wishing to participate in the payroll deduction plan **must execute** a written wage deduction authorization form suitable to the Corporation.

19.07 Breakfast Allowance All employees who start work before 0700 hours shall **be** given a **breakfast** allowance of \$4.50.

19.08 Uniforms The Corporation may require employees to wear personalized uniforms while at work in which **case the uniforms** shall **be** supplied by the Corporation. The employees shall **be** responsible **for** keeping the uniforms clean at their own expense.

19.09 Travel Expenses The Corporation shall pay the following travelling expenses for employees on Corporation business trips where the employee has obtained prior approval for the business trip. For **reasonable** overnight accommodation, and transportation including taxi fare, the Corporation shall reimburse the employee in full upon presentation of a proper receipt.

Meals

- (a) Breakfast - \$5.00 - no receipt
- (b) Lunch - \$7.00 - no receipt
- (c) Incidentals - \$4.00 **per** day - no receipt
- (d) Dinner - \$10.00 - no receipt

Employees using their own car on approved Corporation business shall receive Twenty-seven (27¢) Cents per kilometer (Forty-three (43¢) Cents per mile) for such use.

Upon request, the Corporation shall pay a cash advance to any employee on Corporation business out of town based on an estimate of the expenses to be incurred.

Sales representatives will be given a cash float of \$200.00 per week out of which day to day expenses are to be covered and accounted for weekly. The float will be maintained at \$200.00 each week provided that receipts are submitted and adjustments made for all prior weeks.

ARTICLE 20.00 - GROUP INSURANCE

20.01 The Corporation will purchase and pay one hundred per-cent (100%) of the premiums for group insurance as follows:

- (a) Life Insurance - two times (2x) the basic rate of annual earnings rounded up to the next higher \$1,000 (minimum \$5,000, maximum \$50,000)
- (b) Accidental Death and Dismemberment Insurance - two times (2x) the basic rate of annual earnings rounded up to the next higher \$1,000 (minimum \$5,000, maximum \$50,000)
- (c) Supplementary Health Care (for employees and dependents)

Class I expenses: benefits payable at 100%, no deductible

Class II expenses: benefits payable at 80% (50% for psychoanalysis treatment) subject to deductible. The deductible is \$25.00 (\$50.00 maximum per family)

All insurance ceases at age 65 or prior retirement. All insurance mentioned above is more particularly described and set forth in the respective policy or policies of insurance. Any dispute over the payment of benefits under any such policy of insurance shall be adjusted between the insured or the beneficiary under any such policy and the insurance company concerned, but the Corporation will use its best efforts in discussions with the Union and the insurance company concerned to adjust and settle any such dispute. A booklet explaining the group insurance plan will be handed out to new employees and will be available to employees upon request.

20.02 New employees shall become eligible for this benefit on the first day of the month following completion of their probation period.

20.03 Group insurance shall terminate on the last day of the calendar month during which an employee last earned wages, except for an employee on sick leave pursuant to Article 13.07 herein.

20.04 The Corporation shall pay eighty-five (85%) of O.H.I.P. coverage for employees and dependents with effect from September 11th, 1982. Any increase in premiums during the life of this Agreement shall be paid by the Corporation.

ARTICLE 21.00- CLASSIFICATION OF EMPLOYEES

- 21.01 Every employee covered by this Agreement shall be classified under a job title as listed in Schedule "A".
- 21.02 Where new job classifications are created, the Corporation will consult with the Union Shop Committee and attempt to agree upon a wage scale. Failing agreement on the wage scale, the matter may be submitted to the Grievance and Arbitration Procedures for settlement but until a decision is reached, the Corporation may classify employees therein and pay the tentative wage scale assigned by the Corporation.
- 21.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.
- 21.04 In determining qualifications for classification purposes, the Corporation may, at its discretion, credit a new employee with previous experience and training acquired outside the Corporation's service.
- 21.05 It is recognized that because of the size of the bargaining unit, management may, from time to time, perform bargaining unit work; however, such work shall not be done with the intention of depriving present bargaining unit employees of regular or overtime work.
- 21.06 An employee who performs work in a higher classification within the bargaining unit shall be paid for all hours worked at the greater of his present rate of pay or the higher rate with a minimum of \$100 per month increase.
- 21.07 An employee who temporarily performs work in a lower classification at Corporation request, shall not have his or her rate of pay reduced.

ARTICLE 22.00 - SEVERANCE PAY

- 22.01 Any employee covered by the Agreement with one (1) or more years of service and who is laid off shall receive severance pay as provided in 22.03 of this Article, subject to limitation set forth therein. Severance pay shall not be paid in the event:
- (a) An employee is dismissed for cause.
 - (b) An employee resigns.
 - (c) An employee refuses to work out his notice if requested to do so.

- (d) A National **Emergency arises** which results in cessation of operations.
- (e) **Of** a strike, or picketing of **the** Corporation's premises causing **a temporary** lay off of the employees.

22.02 **An employee** recalled to **work** under **the terms of this Agreement after lay off who** is again laid **off under** conditions **that** would entitle him to **severance** pay shall be entitled to **the** amount specified **for** his accumulation period **of compensated** service with **the Corporation** calculated **from the date of** his **first** recall and in accordance with 22.03 **of this** Article, provided that **severance pay** shall not be paid twice for the same period of compensated service.

22.03 **Severance pay** shall be paid **on the** basis of one week's pay for **each** year of completed service up to a maximum of 18 weeks pay.

ARTICLE 23.00 - PENSION PLAN

23.01 **Present** plan to remain in **force for** life of **the Agreement**.

ARTICLE 24.00 - SUBCONTRACTING

24.01 In **the event that the** Corporation determines to subcontract out work **that is presently being performed by members** of the bargaining **unit**, it will discuss with the subcontractor the possibility **of the** subcontractor hiring members **of** the bargaining unit. In **the event that any employee is not offered** employment by the subcontractor, he shall be entitled to severance pay **on the** basis of **one** (1) week's pay for **each** full **year** of service with **the** Corporation **subject to a maximum** of eighteen (18) weeks' pay.

ARTICLE 25.00 - WAGES

25.01 **The wage scales are set out** in Schedule "A" **hereto**. **Wage** rates are **retroactive** to January 1, 1988, **however no other** provision of this **Agreement** is retroactive. All **other** provisions **take effect the date of** signing of **the Agreement**.

ARTICLE 26.00 - PAY DAYS

26.01 **The Corporation** will endeavor to provide **pay cheques to** employees on **Thursday**.

ARTICLE 27.00 - LETTERS OF INTENT AND UNDERSTANDING

27.01 **The attached letters of intent form part of** this **Agreement**.



ARTICLE 28.00 - RENEWAL, AMENDMENT, TERMINATION

28.01 This **Agreement** shall be for a period of **two (2) years commencing on the 1st day of January, 1988 and ending on the the 31st day of December, 1989 and thereafter from year to year** unless either party gives notice in writing to **the other party** during the last ninety (90) **days of the term of this Agreement of that party's intention to terminate or negotiate revisions thereof. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than twenty (20) days after the date of such written notice.**

SCHEDULE "A"
WAGES-MONTHLY RATES

	POSITION	CLASSIFICATION	EFFECTIVE JAN. 1/88
SCALE A	Reservations Agent	First Year Job Seniority	1,329
	Accounts Clerk	Second Year	" 1,447
	Secretary/ Ground Hostess	Third Year	" 1,564
		Fourth Year	" 1,680
	Secretary	Fifth Year	" 1,790
		Sixth Year	" 1,905
SCALE B	Lead Agent	First Year	" 1,673
	Marketing Co-ordinator	Second Year	" 1,790
		Third Year	" 1,905
		Fourth Year	" 2,022
		Fifth Year	" 2,139
SCALE C	Reservations Supervisor	First Year	" 1,944
		Second Year	" 2,053
	Airport Services Representative	Third Year	" 2,164
		Fourth Year	" 2,272
		Fifth Year	" 2,381
SCALE D	Sales Representative	First Year	" 2,022
		Second Year	" 2,176
		Third Year	" 2,334
		Fourth Year	" 2,488
		Fifth Year	" 2,644

SCALE E	Mail Room Clerk	First Year	"	1,081
		Second Year	"	1,183
		Third Year	"	1,295
		Fourth Year	"	1,419

An employee will progress automatically from one pay progression to the next in his job classification scale on the anniversary date of his classification seniority until he has reached the maximum rate for his job classification scale; provided the Corporation may in its discretion accelerate an employee through and beyond one or more of the pay progressions in his scale; and provided further, an employee who has failed to demonstrate satisfactory progress or aptitude in his job classification shall not be entitled to all or any of the increase to his next progression, but the employee may file a grievance if he believes an injustice has been done. An employee promoted from one scale to a higher scale shall be paid the next higher rate in the scale to which he is promoted.

A Lead Agent's classification seniority shall include his classification seniority as a Reservations Agent.

Longevity Effective September 11, 1984, each employee who has completed ~~five~~ (5) years of Canadian service shall receive at the beginning of the sixth year, a longevity payment of five dollars (\$5) per month in addition to his monthly rate in Schedule A. As the employee enters each succeeding year of service, he shall receive in addition five dollars (\$5) per month until a maximum of seventy-five dollars (\$75) in longevity pay is reached.

WITNESS CLAUSE

IN WITNESS **WHEREOF** the parties **hereto have caused** this Agreement to be executed **by** their **duly** authorized representatives this day of ,1988.

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413**

**TRINIDAD AND TOBAGO
(BWIINTERNATIONAL)
AIRWAYS CORPORATION**

Steve Vody

Peter Pena

Franklyn Bird

Horace Blake

Albert Winford

Pamela Campbell

Andrew Parris

September 20, 1978
As Amended Effective September 11, 1982
Amended Effective September 11, 1984

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

This is Letter of Intent regarding Sales Representatives, which forms part of this Agreement:

LETTER OF INTENT NO. 1

SALES REPRESENTATIVES

- (a) It is not the Corporation's policy to provide Corporation vehicles for Sales Representatives. Because of the nature of their work, Article 15 and 16 and Clauses 19.01 and 19.07 of the Agreement do not apply to Sales Representatives.
- (b) Instead, Sales Representatives will submit weekly work schedules for prior approval by the Corporation and if the Sales Representative's weekly work schedule varies from that approved by the Corporation the Sales Representatives must justify and obtain approval of the changes.
- (c) Because the Sales Representatives must exercise considerable individual responsibility in choosing their hours of work and in carrying out their assignments for the Corporation, the Corporation can reasonably expect that the Sales Representatives will meet realistic revenue targets established by the Corporation and failure to do so may result in disciplinary action up to and including dismissal. A Sales Representative who is disciplined under this clause may seek redress within the framework of Articles 8 and 9 of this Agreement.
- (d) It is understood and agreed that the salary scale for Sales Representatives set out in Schedule "A" to the Agreement includes both regular and overtime pay based upon a thirty-five (35) hour week and an average of overtime calculated by thirteen (13) week periods commencing on 01 January of each year on the following basis:

Period 1:	Commencing	01 Jan. - 02 Apr.	- 4 hrs. per wk.= 52 hrs.
" 2:	"	03 Apr. - 02 Jul.	-12 hrs. per wk.=156 hrs.
" 3:	"	03 Jul. - 01 Oct.	- 4 hrs. per wk.= 52 hrs.
" 4:	"	02 Oct. - 31 Dec.	-12 hrs. per wk.=156 hrs.

which relates primarily to promotional work.

- (e) The Corporation will continue to reimburse Sales Representatives who must use their own cars for Corporation business for additional insurance premiums occasioned by such use.

Agreed and Accepted:

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

TRINIDAD AND TOBAGO
(BWI INTERNATIONAL)
AIRWAYS CORPORATION

Steve Vody

Peter Pena

Dick Chin

Peter Look Hong

Franklyn Bird

Pamela Cambell

Ray Hodgkinson

Andrew Parris

September 20th, 1978.

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413**

This is **Letter of Intent** regarding Free and Reduced Rate Transportation, which forms part of this Agreement:

LETTER OF INTENT NO. 2

FREE AND REDUCED RATE TRANSPORTATION

The employees covered by **the** Collective Agreement between the Corporation and the International Association of Machinists and Aerospace Workers, represented by Lodge 2413, will enjoy the general staff Travel Benefits which are from time to time in force and enjoyed by other employees of the Corporation in similar positions.

Agreed and Accepted:

**THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413**

TRINIDAD AND TOBAGO
(BWI INTERNATIONAL)
AIRWAYS CORPORATION

P. Pena

A.M. Rawlins

R. N. Tomyew

A. Hutton

J. Gouveia

April 24th, 1981

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

This is Letter of Intent regarding Basis for Recording Working Hours for Sales Representatives, which forms part of this agreement:

LETTER OF INTENT NO. 3

BASIS FOR RECORDING WORKING HOURS FOR SALES REPRESENTATIVES

For **the** purpose of recording **working hours for** Sales Representatives, **the** following will apply:

1. a) Sales Representatives will **be** considered to **have** started **work at** the time **they report to the Office, when they** are required in the office for Sales Meetings, etc., at **the** start of a working day. **When such** activity **occupies** a complete working day, **then** their off duty time will be considered from the office.
b) **When** a Sales Representative completes his assignment in the **office, and** is required to proceed with sales calls, his **off** duty **time** will be considered the time **he** returns **home, after** allowing a **reasonable** time **from** his last call to arrival at **home**.
2. **The Montreal** Resident Sales Representative's **hours** shall be counted **from the** time **she** leaves **home to the time she returns home, except for** any **off** duty time at destination when overnight travel is involved.
3. A Sales Representative **who** is required to travel including overnights, will be considered to **have begun work when he left home and stopped work when he returns home, except** that any **off** duty **time** at destination will **be** excluded **from** working hours.
Example: A Sales **Representative** required to make sales calls in **London, Ontario and** to overnight **there, and then continue** sales calls **the next** day, shall be off duty at 5pm **when he checks into his** hotel, until 9am **the next day, when he checks out to resume** sales calls.
4. A Sales Representative on a familiarization tour shall start **and stop work at home, except that 9 hours** shall be excluded for each night he **spends away from home**.

5. Where a Sales Representative is on a normal sales calls pattern, working hours shall be counted from the time he leaves home to the time he returns home.

Agreed and Accepted:

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

TRINIDAD AND TOBAGO
(BWI INTERNATIONAL)
AIRWAYS CORPORATION

A Hutton

P. Pena

A.M. Rawlins

N. Tomyew

J. Gouveia

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

TRINIDAD AND TOBAGO (BWIA INTERNATIONAL)
AIRWAYS CORPORATION

- AND -

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

For the purposes of interpretation of Article 18 it is agreed that the computation of vacation pay shall be based on annual vacation entitlement or the appropriate percentage of gross earnings, whichever is greater, regardless of the number of days actually taken. Calculation will exclude insurance premiums paid by the Corporation. This statement is made without prejudice to Clause 18.05 of the collective agreement.

EXAMPLES:

UNDER FULL ENTITLEMENT

- (a) Employee's gross earnings 1978 = \$15,000. 6% = \$900.00
Employee's vacation entitlement = 15 days
Actual vacation taken = 10 days
To compute vacation pay:

Salary

\$1200.	10 days	= 10 x 55.30 = \$553.00
\$1300.	5 days (outstanding)	= 5 x 60.00 = <u>\$300.00</u>
		(\$853.00)

Vacation Pay - \$47.00

- (b) Employee's Gross Earnings 1979 = \$17,000. 6% = \$1020.00
Employee's Vacation Entitlement = 15 days
+ Employee's carry-over vacation = 5 days
Vacation - 20 days
Actual vacation taken = 15 days
To compute vacation pay:

Salary

\$1400.	15 Days	= 15 x 64.61 = <u>(969.15)</u>
Vacation Pay		\$ 50.85

OVER FULL ENTITLEMENT

(c) Employee's Gross Earnings 1980 = \$19,000. 6% = \$1140.00
Employee's Vacation Entitlement = 15 days
+ Employee's carry-over vacation = 5 days
Vacation = 20 days
Actual Vacation taken = 20 days
To compute vacation pay:

Salary

\$1500. *15 Days = 15 x 69.20 = (\$1038.00)
Vacation Pay = \$ 102.00
* Vacation pay computed on first 15 days vacation.

Agreed and Accepted

CORPORATION

UNION

March 5th, 1985

ITEM OF INTENT

REGARDING THE CORPORATION'S **1985** CASH OPERATING LOSS

The Corporation's 1985 cash operating loss target is \$TT15 Million. Should there be any improvement on this, the Corporation will equitably distribute 50% of the difference to all employees.

MEMORANDUM OF AGREEMENT

BETWEEN:

TRINIDAD AND TOBAGO AIRWAYS CORPORATION

AND

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE 2413

1. **The parties herein agree that the said memorandum shall include the terms of the Agreement expiring on September 10th, 1986 with the following amendments:**
 - a) **Article 17.01(a) is amended to include Easter Monday as an additional paid holiday.**
 - b) **Article 19.09 is amended to 27¢ per kilometer.**
 - c) **Effective January 1, 1988 the wage rates in Schedule "A" shall be increased by seven percent (7%) by applying seven percent (7%) to all the rates in the column under the heading September 11/85.**

2. **In addition the company agrees to the following items that will be provided to the employees during the period January 1, 1988 to December 31, 1989:**
 - a) **Except the Airport employees working the 6 - 3 shift schedule each employee shall be entitled to eight (8) personal paid days for the period May 1, 1988 to December 31, 1989 and shall be taken on the basis of four (4) to be taken in 1988 and four (4) to be taken in 1989. The 1988 days shall not be carried over to 1989.**
 - b) **Airport employees working the 6 - 3 shift schedules shall not be required to pay back fifteen (15) days of their normal pay back during the period May 1, 1988 to December 31, 1989.**

It is agreed that items 2(a) and 2(b) shall cease to operate on January 1, 1990 and shall in no way carry forward after December 31, 1989.

3. **It is also agreed that all present bargaining unit employees shall have their jobs guaranteed to December 31, 1988.**

4. **The Parties herein agree that the term of the collective agreement shall be January 1, 1988 to December 31, 1989.**

5. **The Parties** herein agree that should **there be any problems** implementing **any of the terms of this memorandum after** ratification **by the Union**, either party may submit the matter to arbitration in **accordance** with the arbitration procedure contained in the said collective **agreement**.

Dated this 21st day of January , 1988 at Toronto, Ontario

UNION

COMPANY