

COLLECTIVE AGREEMENT

between

HUDSON GENERAL AVIATION SERVICES INC.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
Local Lodge 2734

**JANUARY 1, 1996 - DECEMBER 31, 1998**

For Hourly Rated Employees  
Calgary International Airport



**INDEX**

<b>ARTICLE</b>		<b>PAGE</b>
1.00	PURPOSE .....	1
2.00	RECOGNITION .....	1
3.00	RIGHTS OF MANAGEMENT .....	1
4.00	UNION DUES AND UNION MEMBERSHIP .....	2
5.00	STRIKES AND LOCK-OUTS .....	3
6.00	NO DISCRIMINATION .....	3
7.00	SPECIFIC PERFORMANCE .....	3
6.00	UNION REPRESENTATION & SAFETY .....	4
9.00	COMPLAINTS, GRIEVANCES AND DISPUTES .....	5
10.00	ARBITRATION .....	6
11.00	PROBATION .....	7
12.00	SENIORS .....	8
13.00	LAY-OFF AND RECALL .....	10
14.00	LEAVE OF ABSENCE .....	11
15.00	JOB POSTING .....	12
16.00	POSTING NOTICES .....	12
17.00	HOURS OF WORK AND SHIFT ARRANGEMENT .....	12
16.00	OVERTIME & SHIFT PREMIUM .....	14
19.00	STATUTORY HOLIDAYS; PERSONAL DAY .....	15
20.00	JURY DUTY & CROWN WITNESS .....	17
21.00	ANNUAL VACATION WITH PAY .....	17
22.00	GROUP INSURANCE .....	19
23.00	BEREAVEMENT .....	19
24.00	LEAVE FOR EMPLOYEES WITH CHILD CARE RESPONSIBILITY .....	19
25.00	CLASSIFICATION OF EMPLOYEES .....	20
26.00	RENEWAL, AMENDMENT AND TERMINATION .....	21
27.00	PART-TIME/FULL-TIME EMPLOYEES .....	21
28.00	EMPLOYEES INJURED AT WORK .....	21
29.00	HARASSMENT .....	21
SCHEDULE	"A" CLOTHING .....	24
SCHEDULE	"B" OCCUPATIONAL GROUP .....	25
SCHEDULE	"C" WAGE SCALE .....	30
SCHEDULE	"D" BENEFITS .....	33
L.O.A. NO.1	PARKING .....	35
L.O.A. NO. 2	PAY CHEQUE AVERAGING .....	35
L.O.A. NO.3	MISCELLANEOUS .....	35
L.O.A. NO.4	UNION CHAIRMAN .....	38
L.O.A. NO.5	SHIFT TRADE PROCEDURES .....	36
L.O.A. NO.6	OCCUPATIONAL GROUP AGREEMENT. ....	37
L.O.A. NO. 7	PRO-RATED UNIFORM COSTS .....	38

**ARTICLE 1.00. PURPOSE**

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

**ARTICLE 2.00 - RECOGNITION**

- 2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for its hourly rated employees at Calgary International Airport, except office and supervisory employees in accordance with the Certificate of Recognition issued by the Canada Labour Relations Board.

**ARTICLE 3.00 - RIGHTS OF MANAGEMENT**

- 3.01 The Union acknowledges that it is the exclusive function of the Company
- (a) to maintain order, discipline and efficiency, and
  - (b) to hire, classify, direct, transfer, promote, demote, lay off or dismiss employees, provided that a complaint that an employee with seniority has been so dealt with without reasonable cause may be the subject of a grievance which shall be settled as hereinafter provided, and
  - (c) to operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice twenty-four (24) hours before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.
  - (d) the foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company.
- 3.02 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 400 - UNION DUES AND UNION MEMBERSHIP

- 4.01 The parties hereto agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment
- 4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 4.03 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.
- 4.04 The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.
- The Company agrees to deduct authorized initiation/ reinstatement fees from employees as authorized.
- The Company agrees to remit monthly to the Union, the dues and initiation/reinstatement fees that are deducted by not later than the twentieth (20th) day of the following month.
- 4.05 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.
- 4.06 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 Employer in such month. The Employer shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.

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

- 5.01 Strikes- It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any conceivable reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes. Accordingly, during the term of this Agreement, no officer, representative or agent of the Union shall authorize, encourage, instigate, promote, cause, engage in, sanction, condone, aid, abet or assist in any kind of strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown, picketing, concerted stoppage of work or any other intentional interruption or curtailment of work against the Company, nor shall any employee encourage or engage in any strike, sympathy strike, unfair labour practice strike, boycott, work stoppage, slowdown or other intentional interruption or curtailment of work against the Company. In addition, during the term of the Collective Agreement or negotiations for its renewal, there shall be no lockouts by the Company.

**ARTICLE 6.00-NO DISCRIMINATION**

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

**ARTICLE 7.00 - SPECIFIC PFRFORMANCE**

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

**ARTICLE 8.00 - UNION REPRESENTATION & SAFETY**

- 8.01 The Union shall name a Shop Steward Committee of not more than six (6) members who shall be employees of the Company covered by this Agreement. However, two (2) members shall attend any meeting between Management and Union.
- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement shall be discussed and adjusted by the Company and the Shop Steward Committee who shall meet during working hours as often as may be deemed necessary indicating the necessity for such meeting by submitting an agenda of matters to be discussed. Only Shop Steward Committee members, a Business Representative and/or an International Officer of the Union shall be present at meeting with the Company. All time in meetings shall be paid at regular time.
- 8.03 (a) The Union may designate and the Company shall recognize Shop Stewards and Chief Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Company shall be kept informed of the name of each Shop Steward and Chief Steward and the work area the Union has so designated him.
- (b) The Company and Union agree to establish a Labour Management Safety Committee, consisting of two (2) members, one of which shall be from Management and one from the bargaining unit. The Committee shall develop and maintain an accident prevention program. This joint committee shall meet at least once each month to have periodic tours of the areas of the Company in order to check on possible health hazards. The Committee will meet on any lost time accident to investigate, with a view to implementing measures to prevent accidents of the same nature.
- The Company agrees to abide by the Canada Labour Code in all matters of safety.
- 8.04 The Company recognizes that the necessity for performance by a Shop Steward or Chief Steward of the functions provided by Article 9.00 hereof for settlement of a complaint or grievance, can commonly arise during his regular scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters he shall obtain permission of his immediate supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties he shall report to the Supervisor.

- 8.05 The Shop Steward Committee, Shop Stewards and Chief Stewards shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment The Shop Stewards shall be allowed one (1) hour per month paid by the Company to meet at a time convenient to the Stewards and the Company.

ARTICLE 9.00 - COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with his immediate supervisor (first step grievance procedure hereunder) within seven (7) working days of the cause of complaint or right to grieve shall be deemed waived.

9.02 Grievance Procedure - First Step

An employee who has a complaint shall discuss it with his supervisor either alone or with his Shop Steward with a view to prompt and fair adjustment.

- 9.03 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.

9.04 Grievance Procedure - Second Step

Should an employee not receive satisfaction from his supervisor in regard to a complaint made pursuant to Section 9.02 hereof, within five (5) days, he may state his grievance in writing in quadruplicate on the appropriate form and the Shop Steward Committee shall present it to the Station Manager or his designated representative. Within three (3) working days thereafter or within such longer period as may be agreed, the Shop Steward Committee and the full-time Union Representative shall meet with the Station Manager or his designee to attempt to adjust the grievance. Within five (5) days following this meeting, the Station Manager or his designee shall deliver to the Union his answer in writing.

9.05 Settlements Relating to Classifications

Any change in an employee's classification made in settlement of a grievance shall take effect at the beginning of the next pay period following the date on which the grievance was presented in the Second Step, as provided by Section 9.04 unless some other date shall be agreed to in the settlement.

- 9.06 Any time limits provided by this Article 9.00 may be extended or curtailed by mutual agreement.



- 9.07 **Unsettled Disputes**  
Any matter discussed by the Company and the Union pursuant to Section 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Second Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within ten (10) working days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration.
- 9.08 **Discipline and Dismissal**  
With reasonable promptitude, the Union shall be notified in writing of any discipline or dismissal and on request from the Union, the Company shall furnish the reason for same.
- 9.09 Any employee who has been suspended or dismissed, will be given an opportunity to have a private interview with his Steward at a place designated by the Company.
- a) Prior to any suspension or discharge, except in the case of physical violence, immediate safety hazard or theft, the Company agrees to meet with the Union and discuss the matter.
- 9.10 An employee with seniority who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the Grievance Procedure provided by Article 9.04 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within five (5) working days after the separation of employment or aforesaid disciplinary action.
- 9.11 Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article 10.00 hereof, and the arbitrator shall make such settlement as he deems just.
- 9.12 Where an employee has had a clear record for one (1) year following receipt of a written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment.

#### **ARTICLE 10.00 - ARBITRATION**

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Section 8.02 and Article 0.00 hereof.
- 10.03 Within five (5) working days after notice of intent to arbitrate has been given as provided in Section 9.08 hereof, the Company 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.
- 10.04 The parties hereto shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an Arbitrator, within two (2) days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an Arbitrator.
- 10.06 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify or amend any part of this Agreement.
- 10.07 The proceedings of the arbitration shall be expedited by the parties hereto.
- 10.08 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.
- 10.09 The parties shall each pay one-half of the expenses of the arbitrator.
- 10.10 Multiple Hearings: The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.
- 10.11 Limitations: The grievances shall provide an adequate statement of the alleged violation and indicate the relief sought.

#### **ARTICLE 11.00 - PROBATION**

- 11.01 The first ninety (90) calendar days of employment for a full-time employee and the first four hundred and fifty (450) hours worked by a part-time employee shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the company's operations he may best be employed.

Part-time employees who become full-time during their probation will have hours already worked credited toward their full-time probation, i.e. total hours worked divided by eight (8) hours equals the days credited toward full-time probation.

- 11.01 A probationary employee will not have seniority. When probation has been completed, seniority will be counted from the initial date of hire. When probation has been completed, all Company benefits will commence.
- 11.02 Any person re-employed by the Company 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 13.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

#### **ARTICLE 12.00 - SENIORITY**

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

12.04 Recalls for such layoffs shall be in the order of seniority providing the senior employees possess the necessary qualifications and ability to perform the work required.

12.05 Termination of Seniority

Employee status and seniority shall both terminate when:

- a) an employee voluntarily terminates his employment;
- b) an employee is discharged for cause;
- c) an employee has been on layoff for six (8) consecutive months;
- d) an employee fails to report for work after a recall from layoff within three (3) calendar days of receipt of notice of recall. Such notice to be by certified mail return receipt requested to employee's last known address with the Company;
- e) an employee fails to report for work at termination of leave of absence;
- f) an employee retires;
- g) an employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

12.08 The Company will post seniority lists at six (8) month intervals on the first of January and July and will provide the Union office and the Shop Steward Committee with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.

12.07 a) Should an employee, full time and part time, be permanently transferred from one occupational group to another occupational group, his seniority shall continue to pertain to his old group for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall pertain to his new group.

- 12.07 b) Employees who accept transfers to positions outside the bargaining unit shall retain seniority accumulated at the date of such transfer and shall have the lesser of six (8) months or their seniority in which to return to their former occupational group in the bargaining unit. An employee who transfers back into the bargaining unit after this time will forfeit all bargaining unit seniority.
- 12.08 For seniority purposes, Lead Hand is not a separate occupational group and for all purposes to which seniority applies, the employee will use his occupational seniority with the Company.
- 12.09 Same Day Hiring  
The seniority of employees hired on the same day (relative to the other employees hired on that day) will be determined by a numbers draw. There will be double the numbers from which to draw as there are employees drawing. The highest number drawn will be the most senior for that date; the next highest number will be the second most senior; etc. This draw will be done right after hiring during training with all involved employees present. There will be a Shop Steward present.

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

- 13.01 Should cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employee affected shall be recalled by seniority.
- 13.02 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days' notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.03 Recall shall be by registered mail or wire to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

- 13.04 If within three (3) working days after the date of receipt of notice of recall an employee shall have failed to notify the Company that he intends to return to work or if within ten (10) working days of the same date an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list.

**ARTICLE 14.00 - LEAVE OF ABSENCE**

- 14.01 Leave of absence without pay may be granted by the Company upon two (2) weeks written request for leave. The Company will inform the Union, in writing, of the start and ending dates of the leave of absence. Should the leave be longer than thirty (30) calendar days, the employee will accrue seniority for the first thirty (30) calendar days only. There will be no seniority credited for any portion of leave longer than thirty (30) calendar days. Seniority accrual will resume upon return to work after the leave of absence. Exceptions to this clause are Article 14:02 (Union leave), 14.03 (Union leave), maternity leave, and child care leave.
- 14.02 a) On request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of thirty (30) days in any calendar year for any such employee, except that leave of absence not exceeding two (2) weeks at any one time shall be granted such officials or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of four (4) employees.
- b) The Company shall recognize five (5) members who are employees of the Company covered by this Collective Agreement who shall constitute a Negotiation Committee. The function of such committee shall be to meet with designated company representatives for the purpose of negotiating amendments or renewal of this Collective Agreement. Members of the Negotiation Committee will be paid a regular shift at their regular rate for each day spent in direct negotiations provided they were scheduled to work and shall include one (1) eight (8) hour day for the purpose of drafting proposals.
- 14.03 On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.

**ARTICLE 15.00 -JOB POSTING**

- 15.01 The Company reserves the right that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned.
- 15.02 Bargaining unit vacancies will be posted within the occupational group for a period of five (5) days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the five (5) days specified, the Company will post the vacancy to all other occupational groups for an additional five (5) days. If no suitable applicants are brought forward the Company may fill the vacancy by such other means as it deems fit.
- 15.03 Employees who are on vacation or who are off on disability or maternity leave during the posting period will have three (3) days after their return to bid the opening.
- 15.04 a) Lead hands/relief Lead hand who, of their own choice, drop their Lead hand position will not be able to bid for a Lead hand/relief Lead hand position for a period of six months.
- b) Awarding of Lead hand positions will be made from the current relief Lead hands or those who have been Lead hands within the last six (8) months.

**ARTICLE 16.00 - POSTING NOTICES**

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

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

- 17.01 Purpose of Article: Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.
- 17.02 a) The standard work week shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments. A working day shall consist of nine (9) hours including one (1) hour unpaid meal break each day. Part time employees will not be scheduled to work more than thirty-two (32) hours per week.

- b) The Company shall discuss with the Shop Stewards Committee its decision to alter existing shifts in advance of their implementation.
  - c) An employee who is scheduled to work a full time working day shall be scheduled to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift otherwise the employee shall receive a minimum of one (1) hours pay at one and one half (1 1/2) times his hourly rate as well as his one (1) hour lunch break.
  - d) A part-time Customer Service Agent who is scheduled to work a shift between five and one half (5 1/2) hours and seven and one half (7 1/2) hours long shall be scheduled to take a fifteen (15) minute paid break starting from the end of the first hour and to finish before the end of the fourth and a half (4 1/2) hour of the shift.
- 17.03 Late starting for employees who arrive late for work shall be calculated as follows:
- |                     |                                  |
|---------------------|----------------------------------|
| 0 to 15 minutes     | - 15 minute deduction            |
| 18 to 30 minutes    | - 30 minute deduction            |
| 31 minutes and over | - Additional 30 minute deduction |
- 17.04 The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, notice shall be given to the Union.
- 17.05 a) The Company will arrange shift schedules on an occupational department basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules.
- b) Should there be any flight cancellations due to Statutory Holidays, and therefore causing a reduction in manpower, the Company will offer in order of seniority, and on a voluntary basis, time off.
- 17.05 a) After the major airline schedule changes, full-time ramp employees will bid their shift schedule according to seniority.
- b) Part-time employees will bid their shift schedules according to seniority. These schedules will be bid monthly. The schedules will go up for bid not less than ten (10) days prior to the beginning of the new schedule. They shall be completed and returned to the Company for posting not less than four (4) days prior to the beginning of the new schedule. Should an employee not bid for any shift, the Company will assign a shift to that employee.



**ARTICLE 18.00 - OVERTIME & SHIFT PREMIUM**

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

- 18.01 a) The Company will distribute overtime on an equitable basis and will post a weekly summary of overtime hours worked on the bulletin board. Employees shall have the right to refuse overtime, but such a refusal will be recorded against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Steward Committee and Management.
- b) Overtime will be recorded on a quarterly basis with effect from January.
- c) Dependent upon requirements and qualifications, overtime will be offered to employees in the following order:
- (i) Full-time or Part-time on shift
  - (ii) Full-time or Part-time off duty having regard to next shift and whose names appear in the 'overtime availability binder' on an equitable basis.
- 18.02 Employees shall be compensated for all authorized overtime hours worked at one and one-half (1 1/2) times their regular hourly rate i.e., for hours worked in excess of eight (8) per day or hours in excess of forty (40) per week and in the case of part time employees in excess of thirty-two (32) hours per week.
- 18.03 An employee who has completed his regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours paid at the appropriate overtime rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift.
- 18.04 An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employee will not work more than five and one-half (5 1/2) hours at one stretch. There shall be a minimum of three and one-half (3 1/2) hours between meal breaks.
- 18.05 The Company will pay a shift premium of forty cents (40¢) per hour for shifts commencing on or after 12:30 hours and seventy cents (70¢) per hour for shifts commencing on or after 18:00 hours to and including 03:00 hours.

- 18.06 For the purpose of calculating overtime, a day shall be reckoned from the start of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with the Article **18.00**. When the next shift does not fall on the following day, i.e. that day being a rest day, then the rest day shall be calculated twenty-four (24) hours from the start of the previous shift.
- 18.07 Any employee who is bypassed by the Company for any reason during requests for overtime shall be given the opportunity to work overtime at the next occasion.
- 18.08 When an employee is called in to work overtime to replace another employee on a shift, the employee called in will receive the appropriate overtime rate for the hours worked. Should, for any reason, the shift be less than four (4) hours the employee will receive the minimum recall of four (4) hours according to Article **18.03**.

**ARTICLE 19.00 - STATUTORY HOLIDAYS: PERSONAL DAY**

- 19.01 The following Statutory Holidays shall be observed:

New Years Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Family Day

An employee who works on a Statutory Holiday will be paid at one and one half (1½) his regular rate for the hours worked in addition to the paid statutory holiday.

- 19.02 Wages will be paid for a Statutory Holiday to an employee absent from work under the following:
  - a) Verified illness.
  - b) Death in the immediate family. Immediate family shall be understood to mean father, mother, wife, husband, brother, sister, son or daughter, or parent-in-law, brother and sister-in-law, grandparents and grandchildren.
  - c) Jury duty.
  - d) Prior written permission.
  - e) Subpoenaed witness.

- 19.03 In the event that an employee's regularly scheduled day off fails on one of the above listed statutory holidays or is on vacation, he shall receive eight (8) hours pay at his regular rate.
- 19.04 Part-time employees requirement to work (ten) 10 days in the previous thirty (30) days to qualify for statutory holiday.
- 19.05 a) A full-time employee, upon completion of probation, will receive one (1) floating "personal day" off per contract year (January 1 - December 31) paid at 100%.
- b) A part-time employee, upon completion of probation, will receive one (1) floating "personal day" off per contract year (January 1- December 31) paid as per the following formula: Total of regular hours past thirty (30) calendar days divided by twenty (20) to a maximum of eight (8) hours.
- c) Should the Company rearrange schedules such that an employee's chosen day becomes a scheduled day off, the employee will be allowed to choose another "personal day".
- d) The "personal day" must be requested, in writing, at least five (5) calendar days in advance, to the Co-ordinator's office.
- e) There will be a maximum of one (1) employee for each twenty-five (25) employees per occupational group allowed the same day off at any one time.
- f) Requests will be granted on a first-come, first-served basis.
- g) If there are several requests handed in on one date for a particular "personal day", seniority will prevail regarding the requests,
- h) No time will be granted between December 15 to January 15, inclusive.
- i) There will be no carry-over to the next year, nor will there be any pay-out for days not taken.
- j) A calendar will be posted that charts "personal day" status.
- 19.06** If any of the above holidays fall on or are observed during an employee's vacation, he shall be entitled to an additional day added to his vacation, or he shall be paid for his normal hours at his regular rate, whichever he prefers.

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

- 20.01 Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- 20.02 Employees who must appear in Court for reasons other than those mentioned in 20.01 shall be granted a leave of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

**ARTICLE 21.00 - ANNUAL VACATION**

- 21.01 a) All employees shall receive vacation with pay in accordance with the following schedule.
- b) For the purpose of a vacation week a full time employee who normally works a 6&3 shift will be six (6) working days, 5&2 will be five (5) working days and 4&4 will be four (4) working days. Part time employees vacation hours will be based on a 5&2 work week.
- 21.02 Employees who, at December 31 st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31 Holiday entitlement one (1) day per completed calendar month up to ten (10) days.
- 21 .03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service [or whose seniority is equivalent to one (1) year or more] shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.
- 21.04 Employees who, at their vacation selection date, have five (5) years or more of continuous service [or whose seniority is equivalent to five (5) years or more] shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31 st and shall be entitled to three (3) weeks (fifteen (15) working days) vacation.
- 21.05 Employees who, at their vacation selection date, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (6%) of their earnings with the Company during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (twenty (20) working days) vacation.

- 21.09 Vacation selection date shall mean the employee's confirmed vacation starting date. Vacation Leave may, if the employee wishes, be taken in conjunction with regular days off.
- 21.07 a) Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his employment ceases, except that an employee who has been temporarily laid off, as provided in Section 13.01 hereof, shall receive vacation pay at the time of his vacation.
- b) Part time employees who are eligible for vacation may have their vacation pay paid out. Employees who exercise this option will not be eligible for time off during the year. Employees who wish to be paid out must apply in writing between December 1 and December 31 of each year. Vacation pay will be paid during January.
- 21.08 Vacation bids will be done annually by slot time and to be completed no later than February 15th. The vacation period will be from March 1 st to the end of February the following year. If full time shift bids are done more than once per year the Company will accommodate employees whose vacation has been disturbed.
- Vacation bids will be by seniority in the employee's occupational group. However, should an employee wish to divide up his vacation entitlement, a rotation through the seniority list will apply -that is, the most senior employee will have first choice of the first "division" of his vacation; then the next most senior will have next choice of his first "division"; and so on through the seniority list.
  - Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of his vacation; the next most senior chooses his second "division"; and so on again through the seniority list.
  - This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.
  - When all employees in an occupational group have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.
- 21.09 The vacation ratio in each occupation group shall be one (1) employee in fifteen (15) with the exception of Dec 15 to Jan 15 when the ratio shall be one (1) in forty (40).

**ARTICLE 22.00 - GROUP INSURANCE**

See Schedule "D".

**ARTICLE 23.00- BEREAVEMENT**

23.01 Definitions:

"Spouse" includes legally documented common-law relationship.

"Immediate family" means: parent, legal guardian, spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law and grandparents and grandchildren of employee and spouse.

In the event of a death in the employee's immediate family the employee will receive three (3) days off. In the event that the employee loses any time as a result of his absence, the Company will pay such lost time at his normal rate of pay. In addition, if the employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the balance of that work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

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

24.01 An additional twenty-four (24) weeks of unpaid child care leave with the same qualifying requirement is available to employees on the birth or adoption of a child, with entitlement extended to both parents, whether natural or adoptive.

As a consequence, natural mothers are entitled to a maximum of (forty-one) 41 weeks (seventeen (17) maternity, twenty-four (24) child care).

An employee is not obliged to take maternity leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.

An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.

Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities.

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

cont'd

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

**ARTICLE 25 00 - CLASSIFICATION OF EMPLOYEES**

**25.01 Every employee covered by this Agreement shall be classified under an occupational group appropriate to the work he normally and regularly performs. The occupational group in which employees shall be classified are those listed by job title in Schedule "B".**

25.02 To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company shall revise an existing job description, or prepare a new job description under a new occupational group.

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

25.03 The application of the terms of this Agreement shall not have the effect of reducing any employee's wage rate at the time of its execution.

25.04 Employees who are not members of the bargaining unit covered by this Collective Agreement shall not perform the regular work of the bargaining unit members, except in the case of emergencies or for instructional purposes and in situations of irregular operations.

25.05 Whilst an employee shall normally only be required to carry out the duties of this classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him on a temporary basis to meet an unforeseen circumstance calling for immediate action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.

25.06 Progression within each classification shall be automatic within the terms of the job description.

25.07 In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his ability upon reclassification or during his probationary period.

- 25.08 Progression within the wage scale shall be automatic.
- 25.09 Employees shall be paid every two (2) weeks. Should the employee's pay be short more than forty (40) dollars due to the fault of the Company, the adjustment shall be made in the next two working days. This excludes Saturdays, Sundays and Holidays.

#### **ARTICLE 26.00 - RENEWAL, AMENDMENT AND TERMINATION**

- 26.01 Except as otherwise provided herein, this Agreement shall be effective from January 1, 1996 through to December 31, 1998 and, thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than ninety (90) days prior to any such yearly date of termination.
- 26.02 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Section 26.01, negotiations shall commence not later than ten (10) days after the date of such written notice,

#### **ARTICLE 27 - PART-TIME/FULL-TIME EMPLOYEES**

- 27.01 It is agreed that should the hours of part-time employees make it possible to create full-time shifts, due to the airline schedules change or there are additional flights, these positions shall then be posted.

This will be reviewed on a quarterly basis between the Union and the Company.

#### **ARTICLE EMPLOYEES INJURED AT WORK**

- 28.01 Employees injured at work who are not able, will not be required to make accident reports before they are given medical attention, but will make them as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by the Company to and from a doctor or hospital, if medical care required.

#### **ARTICLE 29 HARASSMENT**

- 29.01 All employees covered by this agreement have the right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
- Vexatious comments or conduct that ought to be known unwelcome.



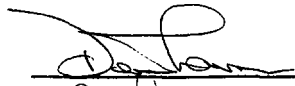
- 29.01 - harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, (cont'd) citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.
- 29.02 Harassment complaints will be handled in accordance with the current Company policies issued in sexual harassment jointly between the General Manager and the Chief Union Steward throughout the process and such handling shall be as confidential as possible.
- 29.03 At the same time, the parties also recognize the damage a false charge made under this article may bring upon an employee. Therefore if during the investigation it is found that such a charge of harassment is made with "malicious intent", disciplinary action would be taken against the complainant
- 29.04 The parties hereto recognize the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.
- 29.05 The Company will keep posted at all it's notice boards a copy of it's policy and this article.


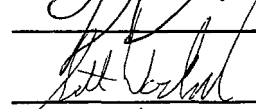
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year as below.

Dated at Calgary this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

HUDSON GENERAL AVIATION  
SERVICES, INC.

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS.  
LOCAL **2734**

  
\_\_\_\_\_  
Alan Dawn

  
\_\_\_\_\_  
  
\_\_\_\_\_

96/06/17

### **SCHEDULE "A" - CLOTHING**

Employees who transfer from one occupational group to another and uniform is issued, should the employee then wish to transfer back, cost of uniform supplied will be cost recovered from the employee. Only applies to within the first six (6) months.

#### **RAMP SERVICE AGENT**

The Company will provide the following uniforms to employees classified by the Company as regular ramp employees. Should an employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque.

5 shirts (choice of long or short sleeve)/ year plus replacement if work wear-and-tear warrants it

6 pants / year plus replacement if work wear-and-tear warrants it

-the employee will be able to substitute 1 shirt and 1 pants with **1 pair of long-sleeve regular coveralls** to be worn in winter-time.

**1 summer jacket** / year with heavy quilted removable lining if Company able to arrange

**1 winter parka** / 2 years -the employee will have the option to choose winter coveralls

**1 rain suit** / 2 years

**1 set ear protectors** / as needed if turned in

**5 pair gloves** / year summer/winter combination the employee chooses

**Boot allowance** / the Company will provide eighty-five (\$85) per year, paid annually

**Blue knee length shorts** (not provided by Company) at employee cost.

#### **PART-TIME CABIN SERVICE AGENTS**

The Company will provide the following uniforms to employees classified by the Company as regular part-time Cabin Service Agents. Should the employee terminate in the first year of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque.

**1 summer jacket** / year

**2 shirts (choice of long or short sleeve)** / year

**3 pants** / year

**1 pair ear protectors** / or as needed if turned in

**3 pair rubber gloves** / year or as needed

Cabin Service Agents may purchase one parka at 25% of cost every two (2) years.

**Blue knee length shorts** (not provided by Company) at employee cost.

SCHEDULE - "A" - CLOTHING (cont'd)

**EQUIPMENT MAINTENANCE MECHANIC**

The Company will provide the following uniforms to employees classified by the Company as regular equipment maintenance mechanics. Should an employee terminate in the first year, of his own accord, the total cost of the uniform will be deducted from the employee's final pay cheque.

- 3 pair coveralls / year**
- 1 summer jacket / year**
- 1 winter parka /2 years**
- 1 rain suit /2 years**
- 1 set ear protectors /2 years or as needed**
- 5 pair gloves/year** (with one pair to provide adequate winter protection)

**CUSTOMER SERVICE**

The Company will provide the following uniforms to employees classified by the Company as Customer Service Agents. Should the employee terminate in the first year of his Own accord, the total cost of the uniform will be deducted from the employee's final pay cheque.

- 2 uniform jackets / year**
- 2 long sleeve shirts / year**
- 2 short sleeve shirts / year**
- 2 skirts and 1 pant / year (female)**
- 3 pants /year (male)**
- 2 rosettes / year (female)**
- 2 ties / year (male)**
- Maternity clothing allowance
- \$12.00 / year for shoe lifts
- Customer Service Agents may purchase / trench coat at 25% of cost every 2 years.

**Uniform Allowance**

Year 1996 - \$25.00  
\$50.00 per year thereafter.

SCHEDULE "B" - OCCUPATIONAL GROUPS

1. **RAMP SERVICE AGENT**

Normal Duties

1. Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
2. Loading and unloading baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas.
3. Service water and toilet systems of all aircraft.
4. Operate safely and efficiently all types of equipment and vehicles. Service and care for such equipment.
5. After training, operate, position, remove, connect and disconnect ground power and air start units.
6. After training perform push-out service.
7. Any other duties associated and/or ancillary to the job classification.

2. **EQUIPMENT MECHANIC**

Normal Duties

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company and operate such equipment as necessary to perform these functions. To assist on the ramp if required due to unusual circumstances.

Qualifications

- a) Possess complete set of tools to carry out duties.
- b) Must possess approved Licence.

SCHEDULE "B" - OCCUPATIONAL GROUPS (CONT'D)

3. **EQUIPMENT MECHANIC APPRENTICE**

**Normal Duties**

Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing and operating equipment being serviced.

The equipment mechanic apprentice will participate in the Provincial apprentice program for equipment mechanics and must pass the appropriate examinations.

4. **EQUIPMENT MECHANIC HELPER**

**Normal Duties**

Perform the lubrication tasks on all equipment under the jurisdiction of the Company, assist equipment mechanics as necessary in cleaning, repairing and operating equipment being serviced.

The Equipment Mechanic Helper may participate in the Provincial Apprentice program after three (3) years if he so desires.

5. **CABIN SERVICE AGENT**

**Normal Duties**

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary fundions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.

6. **CUSTOMER SERVICE AGENT**

**Normal Duties**

- (a) Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
- (b) Check in embarking passengers and perform all related duties.

**SCHEDULE "B" - OCCUPATIONAL GROUPS (CONT'D)**

- (c) Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
- (d) Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
- (e) Attend to transit and interline passengers.
- (f) Attend to wheel chair cases.
- (g) Perform all ancillary duties including teletype.
- (h) Perform baggage tracing and functions related thereto, in the manner laid down by the airline and/or company.
- (i) Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
- (j) Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
- (k) Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or Company,
- (l) Perform major load control in the manner laid down by the airline and/or Company.

**7. OPERATIONS AGENT**

- a)** Monitor aeronautical radio/ramp radio and relay information to appropriate personnel.
- b)** Miscellaneous office typing/faxing/filing.
- c)** Ability to use sitatex and Canadian computer for flight information.
- d)** Answer telephones for trouble calls/sick calls, etc.
- e)** Tracing of baggage claims and sending out if necessary.
- f)** Updating passenger information line for flight into if no agents in office upstairs.

SCHEDULE "B" - OCCUPATIONAL GROUPS (CONTD)

- g) If time permits -changing ramp set-up with last minute shift trades, sick calls, gates, A/C - photocopying, and distribution of copies, set-up board for central side with all flight information.
- h) Weight and balance.
- i) Perform major load control in the manner laid down by the airline and/or Company.

This position shall have a 25¢ per hr premium above a Customer Service Agent. This position shall also have a \$1.25 per hr above premium rate for a Weight & Balance.

**LEAD HAND**

**Normal Duties**

A Lead is an employee required to perform the same work as any employee in his basic classification, but in addition acts as a working leader to those employees assigned to him. He shall assign work; give direction on proper use of equipment, work methods and Safety practices; see that assigned personnel and equipment are properly utilized; instruct new employees on the job and discuss aspects of the operation with the customer.

**CHARGE HAND**

**Normal Duties**

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

**Qualifications**

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

SCHEDULE "B" -OCCUPATIONAL GROUPS (CONTD)

**Functional Responsibilities**

- a) Ensure that personnel assigned to him are on the job at the start of their shift and during their shift. Will report promptly any person missing at any time.
- b) Check bulletin board daily to verify any changes in procedures, policies etc. and where possible convey this to the personnel assigned to him.
- c) Report any irregularities.
- d) Report any unsafe acts or conditions.
- e) The charge hand will not be responsible for disciplinary measures normally performed by management.

MINIMUM QUALIFICATIONS FOR ALL OCCUPATIONAL GROUPS

- 1. Must be of good character, neat appearance and safety minded.
- 2. Must hold a valid driver's licence issued in the Province of Alberta where required by the Company.
- 3. Must have good driving ability and show an acceptable standard of equipment handling after initial training.
- 4. Equipment Mechanic must have in addition to 1-3 inclusive, a minimum of three (3) years experience as an automotive service mechanic or equivalent.
- 5. A Lead must have in addition to 1- 3 inclusive, a thorough understanding of the job requirements of their occupational group and must have the ability to organize job functions and direct other employees in performance of these functions. A Lead must be capable of writing reports as required. Leads must pass any required course as per their occupational group.



SCHEDULE "C"

**WAGE SCALE**

**OCCUPATIONAL GROUP**

- |                                 |                          |
|---------------------------------|--------------------------|
| 1 RAMP SERVICE AGENT            | 5 CABIN SERVICE AGENT    |
| 2 EQUIPMENT MECHANIC            | 6 CUSTOMER SERVICE AGENT |
| 3 EQUIPMENT MECHANIC APPRENTICE | 7 OPERATIONS AGENT       |
| 4 EQUIPMENT MECHANIC HELPER     |                          |

All employees hired after January 1, 1993 will receive 25) per hour for all hours worked between January 1,1996 and June 1, 1996.

All employees hired after January 1,1993 will be slotted into the wage scale based on seniority and progress through the wage rule based on seniority and progress through the wage scale based on their anniversary date.

All part time Ramp Service Agents and Customer Service Agents who were hired prior to January 1, 1993 will move to the 54 months rate and increase every six months through the wage scale.

All part time Cabin Service Agents who were hired prior to January 1, 1993 will move to the 42 months rate and increase every six months through the wage scale.

The new wage scale will take effect June 2, 1996:

**BR**

GROUP	START	6 Mths	12 Mths	18 Mths	24 Mths	30 Mths	36 Mths
1	\$7.85	\$8.20	\$8.55	\$8.90	\$9.25	\$9.60	\$9.95
2	\$13.00	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50	\$16.00
3	\$9.40	\$9.90	\$10.40	\$11.11	\$11.52	\$12.25	\$12.67
4	\$7.85	\$8.20	\$8.55	\$8.90	\$9.25	\$9.60	\$9.95
5	\$7.85	\$8.20	\$8.55	\$8.90	\$9.25	\$9.60	\$9.95
6	\$7.85	\$8.20	\$8.55	\$8.90	\$9.25	\$9.60	\$9.95
7	\$7.85	\$8.20	\$8.55	\$8.90	\$9.25	\$9.60	\$9.95

GROUP	42 Mths	48 Mths	54 Mths	60 Mths	66 Mths	72 Mths	78 Mths
1	\$10.30	\$10.65	\$11.00	\$11.35	\$11.70	\$12.05	\$12.40
2	\$16.50	\$17.00	\$17.50	\$17.97			
3	\$13.68	\$14.12					
4	\$10.30	\$10.65	\$11.00	\$11.35	\$11.70	\$12.05	\$12.40
5	\$10.30	\$10.65	\$11.00	\$11.35	\$11.70	\$12.05	\$12.40
6	\$10.30	\$10.65	\$11.00	\$11.35	\$11.70	\$12.05	\$12.40
7	\$10.30	\$10.65	\$11.00	\$11.35	\$11.70	\$12.05	\$12.40

SCHEDULE "C" (Continued)

Longevity Pay

For each employee with six (6) years or more of seniority, the hourly rate commencing January 1, 1999 will be increased to thirty cents (30¢).

**Additional Longevity Pay**

All Full Time Ramp Service Agents (Group 1), Equipment Mechanics (Group 2) and Customer Service Agents (Group 5) who were hired prior to January 1, 1993 will receive the following additional longevity pay:

	GROUP 1	GROUP 2	GROUP 5
YEAR 1	35¢ per hr	35¢ per hr	35¢ per hr
YEAR 2 AND 3	30¢ per hr	30¢ per hr	30¢ per hr

Year 1 - 35¢ per hour will be retroactive to January 1st 1996.

**Lead Hand Premiums**

CLASSIFICATION	LEAD HAND PREMIUM
RAMP SERVICE AGENT	\$2.25 per hour
CUSTOMER SERVICE AGENT & CABIN SERVICE AGENT	\$1.25 per hour
CHARGE HAND	\$1.00 PER HOUR ABOVE LEAD PREMIUM

- 1) Permanent Lead Hands will receive Lead Hand Premium for all hours worked.
- 2) Temporary or Relief Lead Hands will receive Lead Hand Premium only when working as Lead Hand.

**NEW HIRE-START RATE**

All new hires will start at the START rate, with the exception of Apprentice Mechanics who will start at the rate of their applicable year of apprenticeship, and also that new hires with experience within Hudson General will be credited as well. The rate will mutually be agreed upon by both Management and Union.

SCHEDULE 'C' (Continued)

**TRANSFERS**

When an employee transfers to a higher-pay-rated classification where start rate is lower than the employee's current basic rate of pay, the employee will retain the higher rate until the next incremental increase in the new classification. When an employee transfers from a higher-pay-rated to a lower-pay-rated classification, the employee will go to his equivalent incremental pay level in the new occupational group.

A Lead Hand transferring from one occupational group to another will not retain Lead Hand status or pay for purposes of the above calculations; e.g., Ramp Lead Hand will be calculated from maximum Ramp Service Agent rate; Cabin Service Lead Hand will be calculated from maximum Cabin Service Agent rate.

**SCHEDULE "D" - FITS**

Note Type "A" employee: is a full time and a part-time employee with over 2 years service.

Type "B" employee: Is a full time and a part-time employee with under 2 years service.

There is an exception to Schedule "D" - Benefit part B.(b) and (c) as follows:

Part time employees whose average working week is less than 20 hours per week will not be eligible for, nor have to pay for, either the Weekly Indemnity, B(b), nor the Long Term Disability, B.(c). All the rest of the Benefits in Schedule "D" will apply.

- A. The Company shall provide at no cost to the employees the following benefits:
  - a) Life Insurance
    - "A": 2 x annual salary to a maximum \$100,000.
    - "B" 2 x annual salary to a maximum \$25,000.
  - b) Accidental Death and Dismemberment: as above.
  - c) Prescription Drug Coverage, Employees and family: 100%, no deductible.
  - d) Dental Plan, Employee and family:
    - "A": 100% Basic, 50% Orthodontic
    - "B": 100% Basic
  - e) Blue Cross-type Coverage: Provided by Aetna for semi-private room and ambulance.
  - f) Life Insurance Coverage for spouse and children:
    - "A": Spouse \$5,000 - Children \$2,000.

**SCHEDULE "D" (Continued)**

**a)** Eye Care, Employee and family:

**\$200.00** per adult per 2 years  
\$200.00 per child under 18 years per year

- Coverage for lenses and frames (single or bifocal) and/or contact lenses.
- Visits for eye examinations being removed from AHC will be covered.

**B.** The following benefits will be provided at 50% company cost and 60% employee cost:

**a)** Alberta Health Care

**b)** Weekly Indemnity: 60% of normal earnings after the first day of hospitalization or after the third day of illness for 26 weeks.

**c)** Long Term Disability: (monthly)

"A": \$2,000 or 60% of 1 st \$1,500 plus 40% of next \$2,750 of insured earnings.

"B": \$1,300 or 60% of 1 st \$1,200 plus 40% of next \$1,450 of insured earnings.

**C.** Sick Leave -The Company agrees to pay sick leave as follows:

A full time employee with seniority in excess of one year shall be eligible for 5 days sick leave per year paid at 75% of the day's wage. A part-time employee with seniority in excess of one year shall be eligible for 5 days sick leave per year paid at 75% of the hours the employee would have worked on the day(s) taken as sick days. These sick days will be per payroll year. (Last payroll in December to the last payroll in December the following year.)

In the event the above leave is not taken, the days remaining will be paid out in January at 100% of his regular wage. A part-time employee will be given a credit of 100% of his pay averaged out of the hours worked in the previous year.

**LETTER OF AGREEMENT NO. 1**

**PARKING**

During recent negotiations, it was confirmed that so long it is reasonably within the Company's power to do so, it shall provide free parking to employees.

**LETTER OF AGREEMENT NO. 2**

**PAY CHEQUE AVERAGING**

PAY CHEQUE averaging has been agreed to for employees on 6/3 schedule.

**LETTER OF AGREEMENT NO. 3**

**MISCELLANEOUS**

The Company and the Union agree to the following:

- 1) A four on - four off work schedule for the Lead Baggage - Ramp Service Agents.
- 2) Weekly pay averaging (77 hours p.p.)
- 3) One hour unpaid lunch break between the end of the 5th and the start of the 9th.
- 4) Statutory pay - premium for hours scheduled to work, 6 hours statutory pay.
- 5) Sick pay, 75% of eleven (11) hour day. Pay out, five (5) eight (6) hour days or any unused portion thereof.
- 6) Personal day, eleven (11) hour day.
- 7) Vacation to be calculated on an hourly basis , Eg: 2 weeks - 80 hours, 3 weeks - 120 hours, 4 weeks - 160 hours.
- 8) Relief agents would receive eight (6) hours regular pay and three (3) hours O/T. Should shift coverage extend beyond the weekly work cycle, the weekly pay averaging would apply.

**LETTER OF AGREEMENT NO. 4**  
**UNION CHAIRMAN**

The Union Chairman will be a full time position, employed normally on a day shift Monday to Friday in order that he will be available to discuss Union matters with both the Membership and Management. The Union Chairman is to be paid his current wages.

When not attending to Union business, the Chairman may work in the bargaining unit as an addition to the normal numbers.

The Company will make every effort to provide an office to the Union Chairman. The Union will require a phone with long distance capabilities. The Company will maintain the monthly telephone maintenance costs and the Union will be recharged for all long distance charges.

This Agreement will remain in effect for as long as Mr. King is the Union Chairman. Should Mr. King not be re-elected as Union Chairman for any reason, this agreement will be null and void for his successor.

**LETTER OF AGREEMENT NO. 5**  
**SHIFT TRADE PROCEDURES**

(EFFECTIVE JANUARY 31, 1996)

For those employees who have not passed 90 days or 450 hours with the Company (whichever comes first), those employees will only be permitted to trade hours within the group of "new hires" employed.

- For those employees who have passed the 90 days or 450 hours, full privileges will be permitted.
- Any part time employee unable to work 75% of their scheduled hours the Company requires over any eight (6) week period, except for authorized Leave Of Absence, may be terminated. (NOTE: This does not include hours traded/exchanged.)
- Shift trades will be allowed up to 4 hours prior to the start of the shift.
- Shift trades must be completed legible and in full.
- Both parties must sign the shift trade.
- Both parties must ensure the shift trade has been approved.
- Three way shift trades will not be permitted.
- Relief Leads who shift trade with permanent Leads will receive Lead rate, providing the permanent Lead is off duty.
- Employees who trade their shift away, cannot make themselves available for overtime.
- Failure to comply with the proper procedures will result in a suspension or possible loss of shift trade privileges for employees concerned.
- Shift trades are paid at straight time and do not count towards the eight (6) hour a day rule or forty (40) hours a week
- Overtime is only paid out, when a trade is made and you were requested to Stay for additional hours by the Company and the hours of work exceed eight (6) consecutive hours.

**LETTER OF AGREEMENT NO. 6**  
**OCCUPATIONAL GROUP AGREEMENT**

Customer Service Agents and Operations Agents will become one Occupational Group for all purposes of the Collective Agreement except as indicated below.

- a) Job Specific Positions (eg.: Operations, agents dedicated to a particular airline(s).
- b) For the purpose of shift Picks the Job Specific Positions will bid separately among themselves.
- c) If any employee wishes to bid out they must provide the Company with thirty (30) days written notice. Requests will be granted based on seniority and availability of training. The Company agrees to schedule training within sixty (60) days of such notice.
- d) The Company agrees to train sufficient staff to provide adequate coverage to meet its contractual commitments.
- e) Shift trades will be allowed among qualified agents.



**LETTER OF AGREEMENT NO. 7**

**PRO-RATED UNIFORM COSTS**

This letter is to confirm the mutual agreement between management and the union of pro-rated uniform costs. We agree to the following terms and conditions.

1. The cost of the uniform divided by 365 days, less the number of days worked.

i.e. uniform cost **\$550.00** /365 days = \$1.51

-255

100 x \$1.51

Cost to the employee = \$151.00

2. Employees who do not meet probation and are terminated, or are laid off within the first year will not be indebted to the company for any uniform costs.
3. Employees who pass probation, but either resign or their position is terminated within their first year of employment, are financially responsible to the company for the remainder of the uniform cost.

