

**COLLECTIVE AGREEMENT**

**BETWEEN**



**SWISSPORT CANADA HANDLING INC.**

**(Hereinafter referred to as the Company)**

**AND**

**PASSENGER SERVICE AGENTS AND ACAP AGENTS**

**IN**

**TORONTO, CANADA**



**UNIFOR**

**AND ITS LOCAL 2002  
(Hereinafter referred to as the Union)**

**January 31, 2015 to January 30, 2018  
(AMENDED ON NOVEMBER 13, 2015)**

**Amended on November 13, 2015**

**Memorandum of settlement**  
**Integration of Swissport employees**

## **TABLE OF CONTENTS**

ARTICLE 1	PREAMBLE & PURPOSE .....	1
ARTICLE 2	DEFINITIONS .....	2
ARTICLE 3	UNION RECOGNITION .....	3
ARTICLE 4	MANAGEMENT RIGHTS .....	6
ARTICLE 5	EFFECTIVE RATES OF PAY & PREMIUMS .....	7
ARTICLE 6	HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS .....	9
ARTICLE 7	OVERTIME, RECALL & TIME BANK .....	15
ARTICLE 8	PROBATION .....	17
ARTICLE 9	SENIORITY .....	18
ARTICLE 10	TRANSFERS & FILLING OF VACANCIES .....	19
ARTICLE 11	LAY-OFF & RECALL .....	21
ARTICLE 12	STATUTORY HOLIDAYS .....	23
ARTICLE 13	ANNUAL VACATIONS .....	24
ARTICLE 14	LEAVE OF ABSENCE .....	26
ARTICLE 15	HEALTH & SAFETY .....	29
ARTICLE 16	GRIEVANCE PROCEDURE .....	31
ARTICLE 17	DISCIPLINE & DISCHARGE .....	33
ARTICLE 18	ARBITRATION .....	34
ARTICLE 19	DEDUCTION OF DUES .....	35
ARTICLE 20	GENERAL .....	36
ARTICLE 21	CLASSIFICATION OF EMPLOYEES .....	42
ARTICLE 22	DURATION & RENEWAL .....	44
APPENDIX # 1	.....	46
RE	INTEGRATION OF SERVISAIR AND HANDLEX EMPLOYEES .....	46
APPENDIX # 2	.....	48
RE	BENEFITS PLAN .....	48

LETTER OF UNDERSTANDING NO. 1 .....	53
VACATION BLOCKS .....	53
LETTER OF UNDERSTANDING NO. 2 .....	54
TEMPORARY EMPLOYEES .....	54
LETTER OF UNDERSTANDING NO. 3 .....	55
INJURED & DISABLED EMPLOYEES .....	55
LETTER OF UNDERSTANDING NO. 4 .....	56
EMPLOYEES WORKING ALONE ON AN OVERNIGHT SHIFT .....	56
LETTER OF UNDERSTANDING NO. 5 .....	57
RE ARTICLE 6.03 – MEAL AND REST PERIODS .....	57
LETTER OF UNDERSTANDING NO. 6 .....	58
RELIEF FOR SPECIALIZED/CONTRACT CARRIERS .....	58
LETTER OF UNDERSTANDING NO. 7 .....	59
TEMPORARY VACANCIES .....	59
LETTER OF UNDERSTANDING NO. 8 .....	60
RE UHMQ .....	60
LETTER OF UNDERSTANDING NO. 9 .....	61
RE: Industrial Wage .....	61
LETTER OF UNDERSTANDING NO. 10 .....	62
RE RETURN TO WORK PROGRAM .....	62
LETTER OF UNDERSTANDING NO. 11 .....	63
RE DOMESTIC VIOLENCE .....	63
LETTER OF UNDERSTANDING NO. 12 .....	64
RE EMPLOYEE ADVOCATE .....	64
MEMORANDUM OF SETTLEMENT .....	65
RE INTEGRATION OF SWISSPORT EMPLOYEES .....	65

## **ARTICLE 1            PREAMBLE & PURPOSE**

- 1.01**        This agreement is made and entered into by and between Swissport Canada Handling Inc., hereinafter referred to as the Company, and Unifor, hereinafter referred to as the Union.
- 1.02**        The purpose of the 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.
- 1.03**        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.
- 1.04**        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.
- 1.05**        It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 22.
- 1.06**        The English and French versions of this document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated (English).

## ARTICLE 2        DEFINITIONS

- 2.01        Agreement** - means the collective agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 2.02        Company** – Swissport Canada Handling Inc. as represented through Officers and Management at various levels or their delegated representatives.
- 2.03        Employee** - means any person in the employ of the Company who is within the bargaining units covered by this Agreement.
- 2.04        Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel its employees to agree to terms or conditions of employment.
- 2.05        Strike** - means 1) a cessation of work, or 2) a refusal of work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production of services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and to strike has a similar meaning.
- 2.06        Union** – means Unifor
- 2.07        Location** – Toronto – Pearson International Airport
- 2.08        Shift** - means a period of time within a day as described in the shift schedule for which an employee is required to work.
- 2.09        Shift Schedule** - means a projection of all employees' shifts with regards to days worked and days off including shift starting and terminating times over a specific period of time.
- 2.10        Qualified** – means capable of performing the work.
- 2.11        Overtime** – shall be all time worked in excess of the employee's scheduled hours and all time worked on a general holiday pursuant to article 12.
- 2.12        Status** – means Full Time employees (FT), Part time employees (PT) and Casual employees
- 2.13        Classification Seniority** – means: Passenger Services Agent Seniority and ACAP Agent Seniority.
- 2.14        Function** – Means work assignment

## ARTICLE 3      UNION RECOGNITION

- 3.01**      a.    The Company recognizes the Union as the sole and exclusive collective bargaining agent for all passenger service and Airport Customer Assistant Program agents employed by Swissport Canada Handling Inc. at the Lester B. Pearson International Airport in Toronto, Ontario, excluding office, clerical and sales employees, cargo services employees, supervisors and those above the rank of supervisor

**b.    Reorganization of the Company**

In the event that the Company changes ownership, merges with another Company, changes its corporate identity in any way, this agreement shall remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relations Board shall not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

- 3.02**      The Company will not schedule non-bargaining unit employees to perform the duties of any employee covered by this Agreement except due to unforeseen operational requirements or where a situation requires immediate action, which could not be planned for nor reasonably predicted. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the supervisor shall contact a union representative, or in the event a union representative is not available, the senior employee on shift, and give valid reasons why their assistance is required prior to performing any bargaining unit work.

**3.03      Union Leave**

Subject to operational requirements, time off for Union business will be granted by the Company to an employee at no cost to the Company. Where possible, the Union shall provide the Company with at least one (1) week's written notice advising the date and duration of such time off. The employee shall be kept on the Company's payroll and the Union shall be billed at straight time for time off.

- 3.04**      The Union Bargaining Committee shall be granted the time off work, with pay, to conduct the business of negotiations with the Company for a new Collective Agreement. The Bargaining Committee shall be comprised of five (5) employees including the DC whose names are to be submitted to the Company in writing prior to the commencement of negotiations.

**3.05**

The Company will provide paid time-off, at straight time rates, for Union Representatives to conduct Union business. The amount of total paid time off will be calculated every 1 June on the following basis:

# of employees	Total paid time off
249 or less	20 hours
250 – 299	25 hours
300 – 349	30 hours
350 – 399	35 hours
400 – 499	40 hours
500 – 599	60 hours
600 and more	80 hours

Union members on paid leave of absence will be governed by the terms of Article 5.01 with regard to wage progression and the terms of Article 13 with regards to vacation pay. In addition all benefits shall continue and be paid for by the Company.

- a. The Union shall notify the Company in writing of the names of its designated representatives and the District Chairperson, and of any changes in the personnel thereof. All of these representatives shall receive one day paid time off (eight hours at their straight time rate) per year of collective agreement and union officer training. This training will be provided by the Union.
- b. The Company will also provide paid time off, at straight time rates, for two (2) additional representatives will be assigned by the Union to attend the GTAA's monthly Worker Council meetings. Attendance at these meetings will not result in loss of pay by the assigned representatives. It is understood that these clearances will be for a maximum of two (2) hours for each representative.

**3.06**

- a. The Company and the Union District Chairperson or designate and one local Union Representative shall meet when necessary to discuss matters pertaining to the interpretation, application or administration of this Agreement.
- b. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. In addition, the party requesting the meeting shall prepare an agenda of matters to be discussed. The Company will schedule a meeting no later than fifteen (15) calendar days following notice of this request for a meeting.



**3.07** The Company recognizes that the necessity to perform the role of a Union Representative or District Chairperson in the settlement of a complaint or grievance can commonly arise during their regularly scheduled working hours and agrees that, within reason, he/she shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving their regular Company duties to attend to such matters he/she shall obtain permission of his/her immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his/her regular duties he/she shall report to the Supervisor.

**3.08** The District Chairperson and Union Representatives shall perform the functions herein provided in such manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.

**3.09      Bulletin Boards**

The Company will supply and maintain one (1) glass enclosed (with lock and one set of keys) bulletin board for the posting of Union notices at each location. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

**3.10      Union Office**

The Company will supply the Union with adequate space to allow union members to meet with union officers in privacy.

The Company will provide a telephone extension, computer and internet for the district union office.

## **ARTICLE 4            MANAGEMENT RIGHTS**

- 4.01**        The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.
- 4.02**        The Union acknowledges that it is the exclusive function of the Company:
- a.**    To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
  - b.**    To hire new employees, retire, classify, direct, promote, demote, transfer assign shifts and increase and decrease the work force from time to time.
  - c.**    Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
  - d.**    To make and alter from time to time reasonable rules and regulations to be observed by its employees that shall not be discriminating in nature.
- 4.03**        These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 4.04**        Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.
- 4.05**        It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

## ARTICLE 5      EFFECTIVE RATES OF PAY & PREMIUMS

### 5.01

#### Passenger Service Agent

Levels	Rate per hour
1	\$11.50
2	\$12.14
3	\$12.78
4	\$13.42
5	\$14.06
6	\$14.70
7	\$15.35

Employees will progress from one level to another on their anniversary of service.

#### ACAP Agent

Levels	Rate per hour
1	\$11.35
2	\$11.70
3	\$12.05
4	\$12.40
5	\$12.75
6	\$13.05
7	\$13.40

Employees will progress from one level to another on their anniversary of service

**5.02** Passenger Sales Agent Premiums:

- a. Lead Premium: \$2.00/hour
- b. Flight Editor premium \$2.00/hour
- c. Baggage Premium \$1.25/hour
- d. Ticketing Premium \$2.00/hour

**5.03 Shift Premiums:**

For all scheduled split shifts, there will be a premium of \$9.00

**5.04 Night Premium:**

The Company will pay a shift premium for all hours worked between midnight and 0559hrs at the rate of \$0.40/hour.

## ARTICLE 6            HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

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

**6.02**            The Company agrees to staff its operations with full-time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of part-time employees may be desirable due to the varying workloads.

### **6.03**

- a. The standard workweek for full time Passenger Service Agent employees shall consist of a minimum thirty-two (32) hours to a maximum of forty (40) hours to be worked in a manner to best meet the Company contractual commitments
- b. The standard workweek for full time ACAP Agent employees shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments.
- c. Hours of work may vary to accommodate flexible shift schedules (e.g. 4 days on /4 days off, 4 days on /3 days off, 3 days on/ 4 days off, etc).
- d. An employee who is scheduled to work twelve (12) consecutive hours shall be entitled to one (1) thirty (30) minute paid meal break and two (2) fifteen (15) minute paid rest breaks, and one (1) twenty (20) minute paid rest break, to be taken equally throughout the shift.
- e. An employee who is scheduled to work between ten (10) but less than twelve (12) consecutive hours in a day shall be entitled to one (1) thirty (30) minute paid meal break and three (3) fifteen (15) minute paid rest breaks, to be taken equally throughout the shift.
- f. An employee who is scheduled to work eight (8) but less than ten (10) consecutive hours in a day shall be scheduled to take one (1) thirty (30) minute paid meal break starting from the end of the third (3rd) and before the end of the fifth (5th) hour of the shift. In addition employees shall be granted one (1) fifteen minute paid rest break in each half of their scheduled shift.
- g. An employee who is scheduled to work six (6) but less than eight (8) consecutive hours in a day shall be granted one (1) fifteen (15) minute paid rest break in each half of their scheduled shift.
- h. Employees who are scheduled to work between four (4) and less than six (6) hours will be entitled to one (1) twenty (20) minute paid rest break.
- i. Employees shall be paid a minimum of four (4) hours for each shift worked and part-time employees a minimum of twenty (20) hours per week. "Breaks will be scheduled within one (1) hour fifteen (15) minutes either side of the midpoint of the four (4) hours shift, unless agreed mutually between the company and the union locally."

## 6.04

### Shift Schedules

- A.** The Company will develop shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline schedules. The Shift Scheduling Committee (4 members for PAX and 1 member for ACAP), appointed by the union, will be given 2 days to review and finalize the bids. The seniority of employees will be considered when scheduling hours of work and days on and off. The Company shall accept the Shift Scheduling Committee's alternate schedule provided it meets the Company's requirements at no additional cost. The Shift Scheduling Committee will be given time off with pay, to a maximum of two (2) days. Any unused hours will be transferred to Union time off (as outlined in Article 3.05a) for the next month.
- B.** Days off will be consecutive with a minimum of two (2) days off per week for employees scheduled 32 hours or more. For employees scheduled less than 32 hours, the company and the union will make every effort to accomplish consecutive days off.
- C.** Shift schedules will indicate work function, start/stop times days off/on and vacation bid block.
- D.** For Passenger Service Agent
  - i.** Shift schedules will indicate work function (i.e. Baggage, Leads, Flight Editors, Ticketing Agents, PIA Admin, Airlines Carriers, start/stop times and days off/on. No employee working courtesy shall be required to work more than four consecutive hours unless they choose to. The Company shall make all efforts to rotate qualified agents through the various work functions (i.e. check-in, gates, arrivals, and courtesy).
  - ii.** Passenger Service Agents, due to contractual requirements, must remain with the carrier or carrier group of their assignment or initial bid for a minimum one (1) year period, unless movement is mutually agreed to by the Company and the Union. Other employees can only bid on such shifts when permanent vacancies occur. A Passenger Service Agent can be locked in two (2) different carriers. An additional two (2) carrier(s) may be allowed based on the seasonality of the operation.
  - iii.** An employee posting into a specialized area (as mentioned in d.) must remain performing the specific function for a minimum one (1) year period, unless movement is mutually agreed to by the Company and the Union. Other employees can only bid on such shifts when permanent vacancies occur.
  - iv.** The one (1) year bid shall be from the beginning of April to the end of March of the following year.
    - a.** The Company will post a notice by January 15th of each year giving notice that employees wishing to move must indicate their option by February 1st of that year.
    - b.** Notwithstanding the above, employees entering into a specialized area or specialized carriers after April of that year (i.e. July) must remain in that area for a period of one (1) year (i.e. July of the next year) unless movement is mutually agreed to by the Company and the Union.

- c. Employees wishing to move must give written notice to the Company at least two (2) months prior to the termination of the end of the one (1) year requirement.
  - d. Provided the employee has given proper notice and served one (1) year in the specialized area, that employee will be allowed to move to another work function.
  - e. Should the employee not request to move upon completion of one (1) year in that specialized area, he/she will be required to remain in that area until the end of the following March.
  - f. In respond to a yearly posting, any employee wishing to move out of an area may submit their request in writing. Twenty-five (25) percent of each compliment may move in order of seniority
- v. All work schedules will contain a period of not less than ten (10) consecutive hours off duty between the last shift worked that day and the commencement of the next day's shift.

**E. For ACAP**

- a. The regular full time work week shall consist of forty (40) hours.

The forty (40) hour work week can be made up in any of the following rotations:

- i. Five (5) consecutive eight (8) hour days followed by two (2) days off;
  - ii. Four (4) consecutive ten (10) hour days followed by three (3) days off;
  - iii. Six (6) consecutive eight and one-half (8.5) hour days followed by three (3) days off. Employees working this rotation will be paid the actual difference from the expected earnings of 2,080 hours, will be compensated on the first pay period in October each year;
  - iv. Or any other shift schedule as is mutually agreed to.
- b. Where full time shift schedules provide for non-consecutive days off, such shifts shall be made by mutual agreement of the parties to this Agreement.
  - c. Full time shifts will be arranged so that employees will not be required to move from one (1) starting time to another more than twice in any one (1) shift period between days off. The objective of this clause is to maximize fulltime employment and keep shifts as consistent as possible.

The employee may elect to move more than twice if it is both beneficial to the employee and the Company.

- d. Part time employees shall not normally be scheduled to work more than thirty (30) regular hours per week. This clause shall not restrict the employer's right to schedule employees for overtime or vacation relief.

- e. The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in airline schedules.
- f. All work schedules will contain a period of not less than eight (8) consecutive hours off duty between the last shift worked that day and the commencement of the next day's shift.

## **6.05 Shift Bidding**

- a. Permanent employees will bid their shift schedule according to seniority.
- b. Schedule bids:
  - i. Employees will be given ninety-six (96) hours but not less than seventy-two (72) hours to submit their bids.
  - ii. Final schedules will be given to employees at least one hundred and twenty (120) hours but not less than seventy-two (72) hours prior to the start of the new schedule. The Company will post the final base schedule in full view for the employees, and if any employee should request a copy, such copy shall be provided for them.
  - iii. It is agreed that when the company is not going to meet the timeline outlined in i & ii above, they will give the union as much notice as possible. Employee's schedules will be prolonged on the previous schedule until they have met the timelines in this article.
- c. When shifts are rebid at schedule change, and as a result an employee works in excess of the regular work week, the following equalization of time will apply

Works in excess of six (6) consecutive days, entitled to one (1) day off.

The employee will be paid his/her regular rate of pay for the hours taken off if the hours cannot be replaced within thirty (30) days. The employer shall ensure that when replacing the hours, they will be given in no less than four (4) hour blocks, and will respect the regulations set in Articles 6.04 b. c. as well as not incurring overtime (i.e. the employee will not be required to work in excess of eight (8) hours a day or forty (40) hours per week).

## **6.06** After the preliminary blocks are awarded, additional hours that are available, eg. vacation, short-term disability, leave of absence, etc. shall be offered to employees provided they are qualified and the additional hours will not result or cause overtime.

The additional hours will be offered in accordance with the following provisions:

- 1. In seniority order to employees who sign the posted hours book.
- 2. If there are insufficient volunteers, the remaining shifts will be assigned in reverse order of seniority to employees who are qualified and not scheduled to work.

Under no circumstances shall the employee's regular hours and additional hours exceed 40 hours per week.



The Company can assign remaining shifts to an employee on their scheduled day off as long the Company respects the minimum of 2 days off per week.

The Company will not change the original shift as scheduled on the employee's bid, e.g. days on, starting time of the original shift.

For clarification purposes:

Original shift is 1200-1600; additional hours are 0800-1200. The employee commences at 0800.

**6.07**

After the final shifts are awarded, the Company reserves the right to change employee shifts to accommodate airline schedule changes in accordance with the following criteria:

- a. Add hours with forty-eight (48) hours notice, in seniority order to employees who sign the extra hours book. Once all employees listed in the book are exhausted, the remaining shifts will be assigned in either of the following ways:
  - A) solicit employees who are readily available in order to meet service requirements;
  - B) reverse order of seniority to employees who are qualified and not scheduled to work.
- b. Change hours with thirty-six (36) hours notice. For Full-time employee, such change will not be greater than plus or minus two (2) hours from the original scheduled start time, unless mutually agreed; and
- c. Cancel hours with up to twenty-four (24) hours' notice. The Company will attempt to replace the cancelled shift within thirty (30) days. In the event the shift cannot be replaced within thirty (30) days, the affected employee will have first choice of "Additional Hours" available during the start of the next bid pursuant to Article 6.06. Multiple affected employees will choose from additional hours in seniority order.
- d. Cancel hours with twenty-four (24) hours' notice. However, if the Company fails to provide an employee with at least twenty-four (24) hour's notice, the Company will pay the affected employee 100% of the scheduled shift.

**6.08**

If an employee is unable to receive a minimum rest period of ten (10) hours due to a draft or extension situation, the employee may choose:

- a. To report for their next shift as scheduled and receive overtime at the rate of one and one half times (1 1/2X) their regular rate of pay for the hours of insufficient rest, or
- b. Not to report for duty until the ten (10) hours have elapsed and the employee shall suffer no loss of pay, nor have their shift changed, for the purpose of this article only.

## **6.09**

### **Shift Trades**

Employees may arrange for another employee to work their shift subject to the following conditions:

- a.** The employee covering the shift must be qualified and capable of performing the work.
- b.** Carriers allowing partial shift trades at ratification will be maintained.

Partial shift trades will be permitted for employees as long as the carrier allows this practice.

In the situation where any carrier does not wish to allow partial shift trades, the Company and the Union will discuss together to try to find a solution which will be suitable for the carrier.

- i.** Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.
- ii.** Partial shift exchanges will be permitted provided that no shift is split into more than two (2) parts that is, no more than two (2) employees may cover a single shift. There will be no restrictions as to how the shift is split, but will be up to the employee to decide how many hours they will be trading.
- iii.** Shift trades submitted, during the first week after the schedule has been awarded, must be approved within ten (10) days by the company as follows:
  - a.** Shift trades occurring the first week of the bid will be approved within 5 days of receipt of the shift trade
  - b.** All remaining shift trades occurring after the first week of the bid will be approved within 10 days of receipt of the shift trade

For the remainder of the bid, the company has up to 3 working days. In no way can these maximum days allowed limit Article 6.09b.i.
- iv.** In exceptional situations, shift trades may be submitted in writing at least twelve (12) hours in advance and will be signed by the employees involved and shall be subject to the approval, in writing, of the appropriate manager.

## **6.10**

An employee temporarily assigned to a lower rated classification will receive the wage rate of his regular classification.

An employee temporarily assigned to a higher rated classification will receive the wage rate of the higher classification for the period of the temporary transfer, provided the employee is able to perform all functions of the higher classification.

## **ARTICLE 7            OVERTIME, RECALL & TIME BANK**

**7.01**        A workday will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the workday on which the shift or recall began.

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

**7.03**        It is recognized that occasionally, employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled. Additionally, employees will be required to remain beyond the termination of their shift for flights that become delayed for arrival or departure into periods when no other employee is scheduled to work, or when there is an unplanned workload that cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift or work beyond sixteen (16) hours within a twenty-four (24) hour period.

**7.04**        Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable, without limiting the scope of article 7.03.

Overtime will be offered in accordance with the following provisions:

- a.**    Overtime will be offered to volunteers on shift if overtime is consecutive with their shift
- b.**    Remaining overtime will be assigned to qualified employees who have placed their names on the overtime volunteer list
- c.**    Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.
- d.**    Once that process has been exhausted, any remaining overtime will be assigned to employee(s) in reverse order of seniority on scheduled days off.
- e.**    The Company shall keep a log book of all overtime offered in Article (a), (b), (c), (d), which will be available to the Union for review.

**7.05**        Overtime - An employee shall be compensated for overtime work as follows:

- a.**    Employees shall be compensated for all authorized overtime hours worked at one and one-half times (1½ x) their regular hourly rate.
- b.**
  - i.**    Any F/T or P/T hours worked in excess of 8 hours in a day or in the case of any scheduled shift that is greater than 8 hours, anything in excess of their scheduled shift or:
  - ii.**   Any F/T or P/T hours worked over 40 hours in a week.

Notwithstanding i. and ii., scheduled shifts and Shift Trades are paid at regular rate.

An employee who works in excess of four (4) continuous hours after their shift and continuous with their regular shift will be eligible of a meal allowance of fourteen (14\$) dollars.

- 7.06**
- a. Recall: If an employee is requested and chooses on a voluntary basis to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at straight time hours.
  - b. If an employee is drafted to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at time and one half (1 ½ X).
  - c. Shift Sign-Up: The Company will post notices of open shifts available by classification, date and shift where such additional hours are known more than twenty-four (24) hours prior to the start of the shift. Qualified employees in the classification may sign-up for such hours. The hours will be awarded as equitably as practicable amongst those employees who would not be entitled to overtime. For hours known less than 24 hours prior to the start of the shift the article 7.04 will apply.

**7.07 Time Bank**

Employees shall have the ability to utilize a time bank for the purpose of recording time credits and their subsequent use.

- 7.08** The maximum hours in the time bank shall not exceed eighty (80) hours at any given time.

- 7.09**
- a. Employees who elect to participate or not participate in the time bank shall be bound by that decision for six (6) months. The decision will be made prior to January 1<sup>st</sup> or and July 1<sup>st</sup> of each year.
  - b. All banked hours shall be paid at the pay rate earned at the time the credit was earned regardless of any wage increases occurring in the interim period between the credit and the payment of hours.
  - c. Bank hours shall not be carried over from year to year. If an employee has not used any banked hours by December 31<sup>st</sup> of any year, said employees shall be paid for any remaining hours at the next closest pay period.
  - d. Subject to operational requirements, employees may use their time bank hours to request scheduled shifts off, with a minimum of fourteen (14) days notice. Where requests are made at the same time, seniority shall apply. No partial shifts will be granted.
  - e. With fourteen (14) calendar days written notice an employee may receive a payout of their overtime bank credits to a maximum of twice per calendar year.
  - f. In no circumstance will a pay out of time banked hours cause any payment of overtime.

- 7.10** Procedures for time off of less than one (1) full shift shall be developed at each location.

## **ARTICLE 8            PROBATION**

**8.01**            Employees hired into any function covered by this Agreement and Company personnel entering into any function covered by this Agreement will be required to serve a probationary period of one hundred and ninety (90) working days of service, excluding any period of absence of seven (7) calendar days or more.

For clarification purposes, any hours worked while on modified/light duties are not included in the probationary period.

**8.02**            The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment. The termination of a probationary employee shall not be subject to the arbitration procedure contained in Article 18.

## ARTICLE 9            SENIORITY

- 9.01**            Company Seniority means the length of service with the Company and shall commence from the most recent date of hire to the Company.
- 9.02**            ACAP Agents will have separate classification
- 9.03**            Classification Seniority for both full and part time will commence from the most recent date the employee commenced work within the bargaining unit.
- 9.04**            The Company will post seniority lists at three (3) month intervals, on January 15th, April 15th, July 15th, and October 15th, and will provide the Union office and Union Representative with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his/her 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, approved leave of absences, or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.
- 9.05**            In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection.
- 9.06**            Seniority will be maintained and accumulated except as provided for in the following:
- a.    Resigns or is terminated for cause.
  - b.    Laid off for a period of more than three (3) years.
  - c.    After filling a position outside the scope of the agreement from interested qualified agents for a period of more than seventy-five (75) working days in a year. A copy of start and end dates will be provided to the District Chair.
  - d.    Fails to return from layoff under the recall provisions.
  - e.    An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

## ARTICLE 10      TRANSFERS & FILLING OF VACANCIES

- 10.01**      When there is a vacancy, in any classification or specialized function a notice of vacancy, shall be posted indicating: status (full-time or part-time) the commencement date of the position and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.
- 10.02**      Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union District Chairperson.
- 10.03**      In the event an employee expects to be absent during the period when a notice of vacancy will be posted he/she may file a letter of preference, copy to the Union District Chairperson, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 10.02.
- 10.04**      Employees who are interested in changing status or classification (i.e. part-time to full-time or vice versa), shall file a Letter of Preference with Human Resources,
- 10.05**      Vacancies other than those in Article 10.10 will be awarded in order of seniority. The employee must have a valid Letter of Preference on file. Letters of Preference are valid for a period of one (1) year from the date of receipt or until it has been withdrawn by the employee. Once an employee has moved on a letter of preference, he/she will be required to remain in the new status for a minimum period of six (6) months.
- Employees interested in changing status and/or classification may fill out a letter of preference. Employees may change classification as long as they are able to qualify for the other classification and such position is open.
- 10.06**      Employees filling vacancies in the Dorval and Mirabel Airports may be subject to possessing the ability to work in both official languages.
- 10.07**      All notices to an employee under this Article will be in writing, copied to the Union District Chairperson.
- 10.08**      **Job postings for specialized areas Baggage / Flight Editors / Leads / Ticketing / PIA Admin**
- a. These vacancies will be posted for a period of seven (7) calendar days on the Company bulletin board giving details of the job and the applicable premium. Employees desiring such positions shall apply in writing.
  - b. Employees which submit applications will be required to complete a test related to the job that they applied for. Once an employee passes the required grade, there will be no differentiation made in how well the employee has performed on the test.
  - c. Filling of vacancies will be awarded in order of classification seniority and ability to perform the work.

**d. Trial Period**

When an employee moves to a specialized area or new classification, he/she will be required to serve a seventy-five (75) working day trial period. If during this period the employee is unable to satisfactorily perform the duties, he/she may return or be returned to his/her former position.

**10.09 Positions Outside the Bargaining Unit**

- a.** Employees filling temporary positions under Article 9.05c shall return to the bargaining unit to their original position and location.
- b.** Employees working in specialized areas (i.e. lead, flight editors, etc.) filling in permanent positions under Article 9.05c shall return to the bargaining unit to their original position and location provided there is a vacancy.
- c.** In the event that an employee who worked in a specialized area (i.e. lead, flight editors, etc.) is returning to the bargaining unit and a vacancy does not exist in their original position, that employee will be permitted to return to his/her location.
- d.** An employee who was not able to return to his/her original position under Article 10.11b shall have the first right of recall for any future vacancies that may become available in his/her original position.



## ARTICLE 11 LAY-OFF & RECALL

**11.01** Staff reduction at a b location will be made in accordance with the following:

**11.02** If an over staff situation exists in a status within a location, the following sequence of events will occur until the situation is corrected, which in the case of a part time employee is defined as the period until it is possible to provide a schedule of at least 20 hours per week when they must return to a non-reduced hours status:

- a. EITHER use his/her seniority to displace the most junior employee within the same classification in any other status within the location, OR
- b. Accept a vacant position in another classification as long the employee has the required qualification and no physical limitation for such position, OR
- c. Accept a part time position with less than the 20 hour guarantee referred to in Article 6.03(i) , OR
- d. Accept a casual position (LOU 3), OR
- e. Accept lay-off with right of recall in his/her own location, OR
- f. Accept lay-off with right of recall in his/her own base, OR
- g. Elect termination of service with the Company with no right of recall. In such case, the employee shall receive the applicable severance pay as provided for under the *Canada Labour Code*.

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining or relocation costs are not workable under the given circumstances of a layoff.

**11.03** Employees affected during a staff reduction will be given fourteen (14) calendar days written notice of layoff and shall be advised of their options. They must then advise the Personnel Office in writing within seven (7) calendar days of this notice of their election(s) and their order of preference if there is more than one option

**11.04** In any event, an employee affected or displaced by staff reduction(s) will be advised of his/her circumstance within seven (7) calendar days following original notification.

**11.05** Employees, when laid off, must file their address, email address and telephone number with Human Resources and must advise that Department in writing of any subsequent change.

**11.06** Recall from layoff will be in accordance with the following:

Where the Company declares that a vacancy exists in a status at a location, the following procedures will be used in the sequence shown until the vacancy is filled:

- 1) Recall the senior employee holding recall rights in that location. If the employee was laid off in the same status as the vacancy and refuses the recall, he/she shall lose all seniority and right of recall. If the employee was laid off in the other status from the vacancy and refuses recall, he/she shall retain all seniority and right of recall. In either case, the position will be offered to the next most senior employee holding the necessary recall rights.
- 2) Award the position to the senior employee in another location who has a valid Transfer Request to that location and status on file with Human Resources.
- 3) May hire a new employee.

**11.07** Employees will be notified by the Company when being recalled from lay-off.

**11.08** The notified employee must advise the Company within twenty-four (24) hours after having received the registered mail notice, if he/she wishes to accept the recall. The employee shall reply to local management and send a copy of same to Human Resources.

**11.09** Recalled employee must report for duty within ten (10) calendar days from the date of advising the Company of their intent to return.

**11.10** Failure to comply with Articles 11.08, 11.09 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

**11.11** Copies of all correspondence relating to Article 11 shall be sent to the Union District Chairperson by the person originating that piece of correspondence.

**11.12** Where a senior employee is laid off due to not having the language qualifications, the junior employee(s) retained will not be eligible for transfer, shift changes or overtime outside of the job they were retained for, until such senior employee(s) has been recalled, or their seniority terminated pursuant to Article 9.05.

The senior employee so displaced will be given the opportunity to displace a junior employee if he/she attains the language qualification to do the job he/she was denied, within the time limits specified above.

It is understood that in the use of seniority the employee retained and/or recall must possess the qualifications for the work required.

## ARTICLE 12 STATUTORY HOLIDAYS

**12.01** The following Statutory Holidays shall be observed:

New Year's Day	Thanksgiving Day
Good Friday	Civic Holiday
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Remembrance Day

**12.02** An employee who is scheduled to work a Statutory Holiday shall receive one and one half times (1 1/2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday (1/20 of the gross wages of the preceding 30 days). An employee who is drafted to work on Christmas Day, Boxing Day and/or New Year's Day shall receive two times (2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday. An employee who is scheduled to work a Statutory Holiday may submit in writing their request for an alternate day off to be taken within thirty (30) days of the Statutory Holiday. Such request shall be made at least 2 weeks in advance of such date being requested. Approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20th of their gross wages of the preceding thirty (30) days on the requested day off.

**12.03** In the event that an employee's regular scheduled day off falls on one of the above listed Statutory Holidays, or he/she is on vacation, he/she may submit in writing their request to have an alternate day off at least 2 weeks in advance of such date being requested within thirty (30) days of the Statutory Holiday. Such approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20 of their gross wages of the preceding thirty (30) days on the requested day off.

**12.04** Notwithstanding the above, an employee may choose to accumulate Statutory Holidays up to 5 days off to be taken in the first 6 months and the last 6 months of each calendar year. Request to accumulate Statutory Holidays shall be given to the Company in writing no later than January 15 and June 15 each year. Such approval shall be subject to operational requirements and will not unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least fourteen (14) calendar days after such request is tendered. The employee shall receive 1/20 of their gross wages of the preceding six (6) months on the requested days off.

**12.05** Each full time employee shall be granted ten (10) working days off in each calendar year in lieu of Statutory Holidays. Pay will be calculated at the applicable hourly rate multiplied by ten (10X) for each day. Full time employees, who have not been employed by the Company for a full year, will have their paid days off in lieu prorated in accordance with Statutory Holidays occurring during their period of employment. These days will be taken in two (2) one (1) week blocks, to be bid after annual vacation bids, once all annual vacation bids have been completed. The number of available blocks will be determined by using the 1:48 ratio. Employees will not be permitted to work their bid blocks of Statutory Holidays during this period.

## ARTICLE 13      ANNUAL VACATIONS

- 13.01**      The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.
- 13.02**      Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have less than one year of service, shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement shall be one (1) day per completed calendar month up to ten (10) working days.
- 13.03**      Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have one year or more 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 gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.
- 13.04**      Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, 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 gross annual earnings with the Company for the period of their employment during the twelve (12) months ending on December 31st and shall be entitled to three (3) weeks (15 working days) vacation.
- 13.05**      Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to four (4) weeks (20 working days) vacation.
- 13.06**      **Selection**
- The Company will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period by classification seniority for the upcoming year. Employees will be required to submit their choice of vacation period to the Company by November 30th. The Company will post an approval list of awards no later than December 15<sup>th</sup>.
- 13.07**      The Company may limit vacation during the Christmas and New Year period (December 16<sup>th</sup> through to and including January 15<sup>th</sup>).

For further clarification, the employer may choose not to include excess vacation blocks during this period.

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

*For purpose of clarification, a week does not have to start on Sunday but may start mid-week*

*e.g. Sunday to Saturday inclusive*

*Wednesday to Tuesday inclusive*

*Etc.*

The Company and Union will come up with an understanding to deal with overlaps, in specialized areas, for mid-week weeks.

- 13.09** Employees who fail to designate their choice of vacation dates prior to the time described in 13.06 will be awarded dates after all other employees have been assigned.

- 13.10** Vacation periods, which are not bid or become available subsequent to the process in Article 13.08, will be offered to employees according to the provisions of this Article.

**13.11 Vacation Pay**

Employees will receive vacation pay at the time of their scheduled vacation.

Once per calendar year, an employee can request to receive one (1) or more week(s) of vacation pay. Only complete week(s) will be paid

- 13.12** An employee who is unable to commence his/her scheduled vacation period due to injury, illness including W.S.I.B. or jury duty may reschedule his/her vacation to a later available period.

- 13.13** In the event that an employee leaves the employ of the Company before the employee takes his/her annual vacation, the employee shall be paid out his/her vacation pay at the applicable percentage rate for the year in which the employee ends his/her employment.

- 13.14** In the event (i.e. short & long term disability, WSIB, maternity, parental and LOA) that an employee cannot take any vacation in the current year, the Company will pay out all vacation at the end of the year.

## ARTICLE 14 LEAVE OF ABSENCE

### 14.01 Personal Leave of Absence

- a. The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to six (6) months, without loss of seniority. Requests for Personal Leaves will be considered on a first come, first serve basis amongst those requesting a leave at time of granting. The Company shall provide the Union District Chairperson with a written notice confirming approval or disapproval of the leave of absence.
- b. If an employee receives consent from the company to leave the service for a period of up to six months, he/she shall retain his/her position and accrue seniority for that period. Where it is beyond six months, in any given 12 month period, it will be decided by mutual agreement between the Company and the Union. Employees must not exercise their seniority on vacancies while on such leave of absence.

### 14.02 Maternity

- a. Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) week following the actual day of her confinement.
- b. The employee must request the Leave of Absence in writing, not later than four (4) weeks prior to the Leave, specifying the estimated date of birth of the child, the date she wishes to commence her leave and an anticipated date of return to work. An employee returning to work prior to the expiration of the leave of absence must notify the Company at least one (1) month prior to her new date of return.

### 14.03 Child Care Leave

- a. Where an employee has or will have the actual care and custody of a new born child that employee is entitled to and shall be granted a leave of absence of up to thirty-seven (37) weeks commencing as the employee elects.
  - i. In the case of a female employee:
    - on the expiration of any leave of absence taken by her under clause 14.04;
    - on the date the child is born, or
    - on the day the child comes into her actual care and custody and
  - ii. In the case of a male employee:
    - on the day the child is born, or
    - on the day the child comes into his actual care and custody.

- b. The combined amount of leave of absence from employment that may be taken by two (2) employees of the Company under this clause shall not exceed thirty-seven (37) weeks.
- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

#### **14.04 Adoption Leave**

- a. Where an employee commences legal proceeding under the laws of the province to adopt a child or obtains an order under the laws of the province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- b. The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.
- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

#### **14.05 Parental Leave**

An employee shall be paid his/her regular rate of pay for one (1) day due to the absence of an employee or spouse to the birth or adoption of a child.

**14.06** The Company must inform, in writing, every employee who takes leave under Articles 14.02, 14.03 and 14.04, every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing.

#### **14.07 Matrimony Leave**

An employee will be granted two (2) working days, without pay: for the date in which marriage vows are to be exchanged and for either the day before or the day after said date, according to the wishes of the employee.

#### **14.08 Continuation of Benefits**

- a. The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, and 14.04.
- b. Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis.

#### **14.09 Bereavement, Compassionate Leave**

- a. In the event of a death in an employee's immediate family (parent, spouse, child, brother, sister, grandparents, legal guardians, step-children, step-parent, father or mother of his/her spouse, and relatives living with the employee), he/she would receive the next five (5) succeeding days off. In the event that the employee loses

any time as a result of his/her absence, the Company will pay such lost time at his/her normal rate of pay. In addition, if the employee is notified while at work of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of that workday. In the event of a death of an employee's spouse's grandparent, brothers and sisters of spouse, nephew, or niece, three (3) days bereavement leave with pay shall be granted; and one (1) day bereavement leave with pay shall be granted in the event of a death of an employee's aunt or uncle or godparents.

- b. In the unusual circumstance where the deceased is not a member of the family, yet deemed close to the employee or important to the employee, bereavement leave will be at the discretion of the Company.
- c. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section.
- d. In the event the death in the family is outside Canada or is a significant distance, employee may have an additional seven (7) days absence, without pay, to attend the funeral.
- e. For the purpose of this Agreement, spouse shall also mean common law partner and same sex partner.

#### **14.10 Jury Duty**

- a. Employees subpoenaed for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- b. Employees who must appear in court for reasons other than those mentioned in 14.10(a) shall be granted leave of absence without pay provided they supply proof of verification for such attendance.

#### **14.11 Sick Leave**

After 1 year of service, full-time employees will be entitled to four (4) sick days per year and part-time employees will be entitled to four (4) sick days per year.

For the purposes of a sick call, a day is a day, regardless of the hours that are scheduled and that day will be paid at hundred percent (100%).

Unused sick leave days will be paid out at hundred percent (100%). For the purposes of payout only, full-time employees will be credited at eight (8) hours per day and part-time workers will be credited at four (4) hours per day.



## ARTICLE 15      HEALTH & SAFETY

**15.01**      The Union, the Company and its employees agree to encourage good health and safety practices at work in accordance with legislation and regulations in effect.

It is the responsibility of each employee and the Company to ensure and promote a safe and healthy work environment. If an employee witnesses a dangerous situation or manoeuvre, which he cannot personally correct, he must inform his superior and his shop steward who will advise the person responsible.

In order to accelerate the treatment of injuries occurring at work, the Company shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the procedure to be followed in case of emergency based on the directives put forth by the appropriate airport authorities.

### Committee

The parties to this agreement consent to set up a Health and Safety Committee having the same powers and obligations as those specified in the law. This committee shall be composed of one (1) Union representative and one (1) Company representative.

### The Health and Safety Committee:

- a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
- b. shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;
- c. shall cooperate with any occupational health service established by the work place;
- d. may establish and promote safety and health programs for the education of the employees represented by the committee;
- e. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professional or technically qualified to advise the committee on those matters;
- f. may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g. shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- h. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- i. shall cooperate with safety officers;

- j. may request from the employer such information as the committee considers necessary to identify existing or potential hazard with respect to materials, processes or equipment in the work place;
- k. shall full access to all government and employer reports relating to the safety and health of the employees represented by the committee but shall not have access to the medical records of any person except with the consent of that person.

The employer shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the names and work locations of all the members of the health and safety committee established for the work place controlled by the employer.

The health and safety committee shall keep accurate records of all matters that come before it as identified under the section entitled "The Health and Safety Committee" mentioned above\_and shall keep minutes of its meetings and shall make those minutes and records available to a safety officer on the officer's request. All minutes are to be signed by the co-chair persons.

The health and safety committee shall meet during regular working hours once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.

The members of the health and safety committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee, and any time spent by a member while carrying out any of the functions of a member of the committee shall, for the purpose of calculating wages owing to that member, be deemed to have been spent at work.

No member of the health and safety committee is personally liable for anything done or omitted to be done by the member in good faith under the purported authority of this section or any regulations made under this section.

- 15.02** The Company shall provide passenger service agent a standard hearing protection for each employee who performs duties on the ramp or at bridges.
- 15.03**
  - a. The Company and the Union will review all cases where a disabled employee is unable to perform his/her normal duties. Efforts will be made to accommodate such an employee, provided suitable work exists. The above applies to occupational and non-occupational illnesses or injuries.
  - b. The Company will provide the Union District Chairperson with written notice of those employees on WSIB/Short and Long Term Disability.
- 15.04** The Unifor Local 2002 National Health & Safety Coordinator shall have access to work areas and staff covered by this Agreement.

## ARTICLE 16      GRIEVANCE PROCEDURE

**16.01**      The parties agree 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.

### Step 1

An employee who has cause for complaint shall discuss it with his/her immediate supervisor within seven (7) working days of the cause of the complaint or reasonable awareness thereof or the right to grieve shall be deemed waived. An extension to this time limit may be granted and shall not be unreasonably withheld.

**16.02**      Step 2

- a.    Should the matter not be resolved through discussion the Union may submit a written grievance to the Passenger Service Manager or designate within five (5) days.
- b.    The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested.
- c.    A hearing shall be held within ten (10) days of receipt by the Company of the written grievance.
- d.    Within ten (10) days following this hearing, the Passenger Service Manager or designate shall render his/her decision in writing to all parties concerned.

**16.03**      Step 3

- a.    Should the decision made at Step 2 be unsatisfactory or if no decision is made within the specified time limits the Union may appeal to Human Resources within ten (10) days.
- b.    A hearing shall be held within then (10) days of receipt by the Company of the written grievance.
- c.    Within the (10) days following this hearing, the Labour Relations Department shall render their decision in writing to all parties concerned.

**16.04**      The Union may initiate a general or policy grievance in writing on any difference concerning the interpretation, or alleged violation of this Agreement within fifteen (15) days following the date on which the Union first had or ought to have had knowledge of the event.

**16.05**      The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.

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

- 16.07** Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.
- 16.08** Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 18.

## **ARTICLE 17      DISCIPLINE & DISCHARGE**

- 17.01**      No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if he/she so desires, he/she may have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of four (4) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after his/her regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.
- 17.02**      Any permanent & casual employees who have been disciplined or discharged may file a grievance in accordance with Article 16 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. By mutual consent between the Company and the Union, any grievance concerning the discharge of an employee may commence at Step 2 or Step 3 of the grievance procedure.
- 17.03**      Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.
- 17.04**      Disciplinary letters shall be removed from an employee's personnel record after a period of one (1) year from the date of issue. They shall not be used in any disciplinary matters including arbitration, once such letters are removed, provided such employee's record is clear of any reprimands or warning for the one (1) year period.
- 17.05**      The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.

## **ARTICLE 18      ARBITRATION**

- 18.01**      Notice of intention to proceed to arbitration shall be made in writing to Human Resources within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.
- 18.02**      An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 18.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator.
- 18.03**      The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 18.04**      The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.05**      At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.
- 18.06**      The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.
- 18.07**      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.

## ARTICLE 19      DEDUCTION OF DUES

- 19.01**      The parties 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.
- 19.02**      Membership in the Union shall be available to an employee eligible under the constitution of the Union on payment of the initiation fee or reinstatement fee uniformly required of all other such applicants.
- 19.03**      The Company agrees to deduct authorized initiation/reinstatement fees from employees as authorized.
- 19.04**      The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages a condition of employment.
- 19.05**      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.
- 19.06**      The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.

The remittance shall be accompanied by a statement containing the following information:

- (a)      A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
  - (b)      A list of the names of all employees from whom no deductions have been made and the reasons why.
- 19.07**      If the wages of any employee payable on any month-end payroll 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 Company in such month. The Company shall not because the employee did not have sufficient wages payable to him/her on the designated payroll carry forward or deduct from any subsequent wages the dues not deducted in an earlier month.

## ARTICLE 20      GENERAL

**20.01**      Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the headquarters level.

**20.02      No Discrimination**

The Company and the Union, or any of the Officers or Agents acting on their behalf, shall not discriminate in any manner against any employee with respect to terms or conditions of employment on the ground of his/her race; colour; creed or religious persuasion; national origin; age; sex; sexual orientation; marital or parental status; membership in and/or activities on behalf of the Union, political party, organizations and associations.

**20.03      New Job**

When a new job within the scope of the Union certificate is created, the Company may assign an employee to such job for a period not exceeding thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate of pay. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

**20.04**      One copy of this collective agreement (either English or French) will be furnished to each employee within sixty (60) days of ratification of this Agreement. The Company and the Union shall agree to the size and method of producing the Agreement, and the cost of printing will be paid for by the Company.

**20.05      Uniforms**

- a. All PSA & ACAP employees who have completed training and who have direct contact with the public shall wear uniforms in such a manner as reasonably prescribed by the Company.
- b. The Company will provide one complete uniform to all new hires after completion of his/her training period. The Company will provide new replacement uniform pieces as required.
  - i. The complete uniform for Passenger Service Agents shall consist of:

<u>Male</u>		<u>Female</u>	
Jacket	1	Jacket	1
Pants	4	Pants	2
Shirts	5	Blouse	5**
Ties	2	Scarves	2
Winter coat	1***	Winter coat	1***
		Dresses	2*
		Skirts	2*



Note:

\* Female employees may choose a combination of either two (2) skirts or two (2) dresses, or one (1) skirt and one (1) dress. Also, if the female employee chooses to do so, they can replace the skirts &/or dresses with pants, and vice versa.

\*\* If the female employee chooses to take a dress, then that employee will receive four (4) blouses instead of five (5).

\*\*\* Winter coat: only available for MHB agents when working outside. Also, no more than one (1) every three (3) years.

Trench coat to replace winter coat at time of replacement

\*\*\*\* Employees may choose to exchange one pant/skirt/dress for a cardigan.

ii. The complete uniform for ACAP Agent shall consist of:

<u>Male</u>		<u>Female</u>	
Jacket	1	Jacket	1
Pants	4	Pants	4
Shirts	5	Blouse	5
Ties	2	Scarves	2
Winter coat	1*	Winter coat	1*

Note:

\* Winter coat: no more than one (1) every three (3) years.

Trench coat to replace winter coat at time of replacement

Note:

Previously worn articles shall be returned to the employer when new articles of clothing are issued

- Upon request, the Company shall provide a maximum of two (2) maternity jumpers for the required period of the pregnancy.
- The Company will pay alteration costs, to meet Company standards, for all new uniformed pieces issued after ratification of this agreement. Uniforms and provisions for alterations are to be provided at each location
- The Company shall pay the total cost of the uniform

## **20.06 Benefit and Insurance Plan**

- a. The Company will implement a group insurance benefit plan in accordance with Appendix "2". This benefit plan will be subject to all applicable terms and provisions set out in the contract of insurance.
- b. Current Employees - All employees who are currently insured at the date of ratification will continue to be eligible to participate in this benefit plan. All other current employees will be eligible to participate in this benefit plan after the completion of twenty-four (24) months of service from their date of hire. Part time employees that have completed twenty-four (24) months of service and are eligible to participate in the plan will have a one-time option to opt out of coverage under this plan, excluding Life, AD&D, Dependent Life and STD.
- c. New Hires after ratification – Subject to and in accordance with all applicable terms, conditions and provisions of the group insurance benefit plan and after completion of twenty-four (24) months of service, Full time employees must be actively working for at least thirty (30) hours per week and Part time employees must be actively working for at least twenty (20) hours per week. Required minimum hours will be calculated on an annual basis.
- d. Termination of coverage - Benefit coverage will cease on the effective day of employment termination.

## **20.07 Harassment**

Every employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the prohibited grounds of:

- Race, nationality or ethnic origin, colour
- Religion
- Age
- Sex and / or sexual orientation
- Marital status and / or family status
- Citing a conviction of an offence for which a pardon has been granted
- Disability

All employees and management are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as all Company facilities and premises including, but not limited to electronic communication or social media.

Harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.

- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- Bullying by use of force, threat or coercion to abuse, intimidate or aggressively dominate others.

### **Obligation of employees**

Employees are obligated to bring any complaint of harassment first to the harasser if possible, failing resolution then to the Company or the Union as soon as possible. If the Company /Union is not made aware of any issues of harassment, they may be unable to address such issues.

### **What harassment is not**

Properly discharged supervisory responsibilities including work allocation, disciplinary action, follow-up on work absences or the requirement of job performance standards or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of all employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in a working environment.

### **Filing a complaint**

If an employee believes that he/she has been harassed on the basis of any of the ground stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible;
- If the harasser doesn't stop, document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible;
- Lodge a complaint as described on the Company harassment policy by approaching the Company directly or with the assistance of the Union. If desired by the employee, a grievance may be initiated pursuant to the provisions of Article 15.06. Complaints and/or grievances involving harassment will be handled with all possible confidentiality.

### **Investigation**

In minor cases, the Company and Union agree that the Union and the Company may try to resolve a harassment complaint informally using the Internal Procedure without a full investigation when so requested by the complainant. The outcome of this attempted resolution will be communicated to both the Union and the Company.

If the matter remains unresolved, the investigation process will be conducted according to the harassment policy of the Company.

When a unionized employee is involved in the investigation, he may request to have one (1) Union representative as a witness.

If the harassment complaint is between two employees who both are unionized, the complainant can elect to proceed with a joint investigation with the Union and the Company instead of proceeding with the regular investigation as outlined in the Company policy. Once informed of a complaint requesting a joint investigation, the Union's Human Rights Coordinator or the Company's Department Manager will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation according to established methods.

No reprisal or recrimination will be made by the Company or any employee against an employee because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

#### **20.08      Parking Fees**

The Company agrees to supply parking spaces for all employees working at Lester B. Pearson International Airports.

The Company shall pay one hundred (100%) of the cost of parking for employees that work only for the Company at Pearson International Airport. If an employee works for multiple companies at Pearson International Airport, the Company will not cover the cost of parking, unless the employee can provide substantial proof that the other company does not pay for parking.

#### **20.09      New Employee Orientation - Information for New Employees**

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his /her Union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative (the H&S rep with the DC) will be given an opportunity to meet with the new employees in a classroom environment, within regular working hours, without loss of pay, for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees responsibilities and obligations to the Employer and the Union.

#### **20.10      Paid Education Leave**

- a. The Company agrees to pay into a special fund eight thousand dollars (\$8000.00), to cover all groups of employees, on March 31st each and every subsequent year of the collective agreement for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skill in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the Company to the following address: Unifor Paid Education Leave Program, 205 Placer Court, Toronto, Ontario, M2H 3H9.

- b. At the sole discretion of the Company, the Company may provide additional educational/training courses to employees, at no cost to the employee. All hours of attendance at these educational/training sessions shall be paid at the regular rate of pay and be considered time worked. The Company shall post in writing the dates and times of these programs. The Company shall provide employees with reasonable notice to ensure employees attendance.

**c. TUITION FEES AND BOOK REFUND**

It is the policy of the Company to encourage all employees to engage in personal self development through various mediums but especially through enrolment in formal academic training courses in the community and at work that are beneficial to the Company.

The decision to enrol shall be a mutual management employee decision based upon requirements. It is agreed that the Company will assist in the tuition fees and cost of books. The Company in cooperation with the Union representative will be as flexible as possible in shift assignments to maximize class attendance.

**20.11 RRSP CONTRIBUTION**

After the completion of two (2) years of service, the Company shall offer to all permanent employees the opportunity to participate in a Retirement Savings Program. Participation in said program is voluntary.

Permanent employees can invest, by payroll deduction, in the Retirement Savings Program as outlined by the Company.

For each dollar invested by the employee, the Company will deposit a dollar into the employee's account to a maximum of three (3%) of the base salary.

**20.12 Pay Cheques**

In the event of an error in pay of fifty (\$50.00) dollars or more, at the employee's expense and caused by the Company, the Company agrees to correct this error in the four (4) business days following the reception of the written notice of error in the payroll department. Any other error will be corrected on the following pay of the employee.

Should an overpayment be made on an employee's pay cheque, the Company will take back this money on the following pay of the employee. It is the responsibility of the employee to identify any error in salary to the Company.

## ARTICLE 21      CLASSIFICATION OF EMPLOYEES

**21.01**      Employees covered by this Agreement shall be classified Passenger Service Agents or ACAP.

All of the following job description include the required tasks and responsibilities but are not limited to the inclusion of any other duties related to each job classification.

**21.02      Passenger Service Agent**

The normal duties of a Passenger Service Agent shall include:

1.    Provide information for the public and answer telephones in the manner laid down by the airlines and/or Company.
2.    Check in embarking passenger and perform all related duties.
3.    Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
4.    Monitor disembarking passenger for aircraft through port facilities and perform all associated duties.
5.    Attend to transit and interline passengers.
6.    Attend to wheelchair chases.
7.    Perform all ancillary duties including Sitatex.
8.    Perform baggage tracing and functions related thereto, in the manner laid down by the airline and/or Company.
9.    Perform load control in the manner laid down by the airline and/or Company.
10.   Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
11.   Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
12.   Carry and operate a radio as required.
13.   Perform inventory and stocking of supplies in a manner laid down by the airline and/or Company.
14.   Courtesy Agent Duty and all ancillary duties.

### **21.03      Lead Agent**

A lead is an employee required to perform the same work as any employee in his/her classification, but in addition acts as a working leader to those employees assigned to him/her. Lead Agents shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and necessary equipment are properly utilized; instruct new employees on the job; prepare all paperwork related to their flights; brief and debrief employees; prepare bank deposits where required and discuss aspects of the operation the customer. Lead Agents shall not be accountable for formal discipline of the other employees covered by this Agreement.

### **21.04      Airport Customer Assistant Program (ACAP)**

- Provide information for the public
- Assist disembarking passengers and personal effects from aircraft through port facility to parking facility
- Assist embarking passengers and personal effects from parking facility through port facility including aircraft
- Assist passengers and personal effects with inter-terminal transfers including Infield terminal including bussing, monorails, PTV etc.
- Assist UM and YP passengers as contractually obliged by ACAP
- Attend to wheelchair (carry on/carry off/Stretcher passengers and personal effects and any passenger requiring assistance
- Assess passenger's needs and abilities to make use of the correct mobility equipment
- Carry and operate a radio/pager as required
- Operate surreys through terminal and including assisting passengers and personal effects on and off the surrey
- Assist special needs passengers and personal effects to ensure a seamless/stress free airport experience using all facilities at the port (positive handover)
- Monitor special needs passengers and personal effects in airport. Airline lounges. Customer care centers, shopping areas etc.
- Similar functions as described in points above in locations other than the airport i.e. hotels, etc.
- Perform all other ancillary duties related to the position
- Must maintain the passenger log

## **ARTICLE 22      DURATION & RENEWAL**

- 22.01**      This agreement shall be effective from the 31th day of January 2015 up to and including the 30<sup>th</sup> day of January 2018. Either party shall be entitled to give notice in writing to the other party as provided in the Canada Labour Code, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agreed upon.
- 22.02**      It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 28<sup>th</sup> day of February 2014 for any stated period acceptable to the parties and in accordance with the Canada Labour Code.
- 22.03**      Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.



Dated this 27<sup>th</sup> day of January, 2015 in the City of Mississauga, Ontario

**FOR THE UNION**



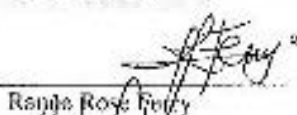
Leslie Dias



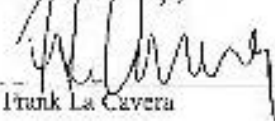
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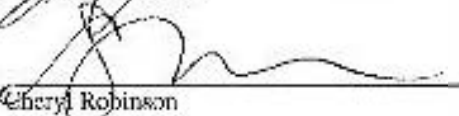


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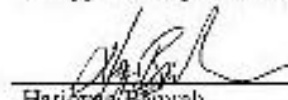


Cheryl Robinson

**FOR THE COMPANY**



Philippe Lévesque-Groleau



Harjot Singh



Francesco Pera

## APPENDIX # 1

### RE: INTEGRATION OF SERVISAIR AND HANDLEX EMPLOYEES

In Accordance with article 5.01 and in order to integrate Servisair and Handlex employees under a single collective agreement, employees hired prior to the date of ratification of this agreement will be paid as follows:

1. Integration of PAX - Servisair Employees hired before the date of ratification
  - A. All employees who are at or less than level 8 at the date of ratification, will be integrated at the nearest superior rate in article 5.01 and will continue to progress on this salary scale until they reach the maximum wage.
  - B. All employees who are at or less than level 9 at the date of ratification, will be integrated at Level 6 in article 5.01 and will continue to progress on this salary scale until they reach the maximum wage. After a year at the top of this salary scale, they will be considered red circled and will receive a lump sum payment equivalent of 1.5% for 2017 of their regular hours worked (without any premiums) in the previous year (to a maximum of 2080 hours) at their anniversary of service.
  - C. All employees who are at level 10 at the date of ratification will be integrated at Level 7 in article 5.01. After a year at the top of this salary scale, they will be considered red circled and will receive a lump sum payment equivalent of 2% in 2016 and 1.5% for 2017 of their regular hours worked (without any premiums) in the previous year (to a maximum of 2080 hours) at their anniversary of service.
  - D. All employees with four (4) years of service at the date of ratification will be considered red circled and will receive a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked in the previous year (to a maximum of 2080 hours). In 2016 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours). In 2017 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 1.5% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).
2. Integration of PAX - Handlex Employees hired before the date of ratification
  - A. All employees with less than three (3) years of service at the date of ratification, will be integrated at the nearest superior rate on article 5.01 and will continue to progress on this salary scale until they reach the maximum wage.
  - B. All employees with three (3) years of service at the date of ratification will be integrated at level 7. After a year at the top of this salary scale, they will be considered red circled and will receive a lump sum payment equivalent of 2% for 2016 and 1.5% for 2017 of their regular hours worked the previous year (to a maximum of 2080 hours) at their anniversary of service.
  - C. All employees with four (4) years of service and more at the date of ratification will be considered red circled (base salary + longevity premium) and will receive a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked in the previous year (to a maximum of 2080 hours). In 2016 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 2% of their regular

hours (without any premiums) worked the previous year (to a maximum of 2080 hours). In 2017 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 1.5% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

3. Integration of ACAP Employees hired before the date of ratification

- A. All employees with less than (1) year of service at the date of ratification will be integrated at level 1 on the salary scale and will continue to progress on the salary scale mentioned on 5.01 on their anniversary of service.
- B. All employees with two (2) years of service at the date of ratification will be integrated at level 2 on the salary scale and will continue to progress on the salary scale mentioned on 5.01 on their anniversary of service.
- C. All employees who earn more than \$13.40 at the date of ratification will be considered red circled and will receive a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked in the previous year (to a maximum of 2080 hours). In 2016 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours). In 2017 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 1.5% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

## APPENDIX # 2

### RE: BENEFITS PLAN

DEFINITIONS	Fulltime	Part Time
Minimum Hours/Week	30 to 40 Weekly	20 - 30 Weekly
Cost Share	85% Employer - All Benefits (Except LTD) 15% Employee - All Benefits (Except LTD + few items)	
LIFE INSURANCE		
Benefit Schedule	1x Annual salary	
Waiver of Premium	No	
Reduction Schedule	50% at Age 65	
Terminates at Age	Age 70 or Retirement	
AD&D INSURANCE		
Benefit Schedule	1x Annual salary	
Waiver of Premium	No	
Reduction Schedule	50% at Age 65	
Terminates at Age	Age 70 or Retirement	
DEPENDENT LIFE INSURANCE		
Spouse	NONE	NONE
Child		
Terminates at Age		
OPTIONAL LIFE INSURANCE		
Member Benefit Schedule	Units of \$10,000 to Maximum of \$750,000	
Spousal Benefit Schedule	Units of \$10,000 to Maximum of \$750,000	

Each Child Benefit Schedule	Units of \$5,000 to maximum of \$10,000	
Terminates at Age	Age 65 or Retirement	
<b>OPTIONAL AD&amp;D INSURANCE</b>		
Member Benefit Schedule	Units of \$10,000 to Maximum of \$800,000	
Spousal Benefit Schedule	Units of \$10,000 to Maximum of \$300,000	
Each Child Benefit Schedule	Units of \$5,000 to a Maximum of \$50,000	
Terminates at Age	Age 70 or Retirement	
<b>SHORT TERM DISABILITY</b>		
Benefit Schedule	60% of Weekly Earnings	NONE
Maximum	\$1,615	
Benefit Period	26 Weeks	
Tax Status	Taxable	
Terminates at Age	Age 65 or Retirement	
<b>LONG TERM DISABILITY</b>	<b>100% Employee</b>	
Benefit Schedule	60% of Monthly Earnings	NONE
Maximum	\$3,500	
Elimination Period	26 Weeks	
Definition of Disability	24 month own occupation	
All Source Maximums	85%	
Offsets (Primary or Full)	Primary	
COLA Clause	None	
Tax Status	NON-TAXABLE	
Terminates at Age	Age 65 or Retirement	

<b>EXTENDED HEALTH CARE</b>	
<b>Drugs - Plan Details</b>	
Maximum	Unlimited
Deductible	\$4 Dispensing Fee Cap
Dispensing Fee	None
Coinsurance	90% of first \$5,000 of eligible expenses, 100% thereafter
Definition of Drug Formulary	Enhanced Mandatory Generic
Fertility Drugs	None
Erectile Dysfunctional Drugs	None
Smoking Cessation Drugs	\$500 Lifetime
Vaccines	None
<b>Supplementary Health Care</b>	
Maximum	Unlimited
Deductible	None
Coinsurance	100%
Hospital Accommodation	ward
Substance Abuse Rehab Centre	None
Convalescent Hospital	None
Private Duty Nursing	\$25,000 per 3 years
<b>Paramedical Practitioners</b>	
- Acupuncturist	\$750 per benefit year Combined for all practitioners
- Audiologist	Nil
- Chiropracist	\$750 per benefit year Combined for all practitioners

- Chiropractor	\$750 per benefit year Combined for all practitioners
- Homeopath	Nil
- Massage Therapist	\$750 per benefit year Combined for all practitioners
- Naturopath	\$750 per benefit year Combined for all practitioners
- Occupational Therapist	Nil
- Osteopath	\$750 per benefit year Combined for all practitioners
- Physiotherapist	\$750 per benefit year Combined for all practitioners
- Podiatrist	\$750 per benefit year Combined for all practitioners
- Psychologist	\$750 per benefit year Combined for all practitioners
- Social Worker	
- Speech Therapist	\$750 per benefit year Combined for all practitioners
- Dietician	Nil
Vision Care	\$200 per 24 months
Eye Examinations	\$25 per 24 months
Medical Equipment & Supplies	Included
Orthotic Devices	\$400 per 12 months combined
Orthopedic Shoes	
Hearing Aids	\$500 per 5 years
Survivor Benefit	12 months
Waiver of Premium	None
Terminates at Age	Retirement
<b>OUT OF COUNTRY/PROVINCE</b>	
Deductible	None
Coinsurance	100%

Emergency Maximum	\$1,000,000
Referral Maximum	80% to max of \$50,000 per person
Number of Days Limited	90 Days
Terminates at Age	Retirement
<b>DENTAL CARE</b>	
Deductible	Nil
Coinsurance	
- Basic Services	80%
- Units of Scale/Year	8 units per year
- Major Restorative	
- Dentures	50%
- Crowns	50%
- Bridges	50%
- Orthodontics	50%
- Age (Adult/Child)	19 and under
Maximum	
- Basic Services	\$1,500 per benefit year (combined)
- Major Restorative	
- Orthodontics	\$650 Lifetime
Fee Guide	Current less one year
Recall Examinations	9 Months
Survivor Benefit	12 months
Waiver of Premium	None
Terminates at Age	Retirement



## LETTER OF UNDERSTANDING No. 1

### VACATION BLOCKS

Subject to Article 13.06, the following formula will be utilized to establish vacation blocks each year prior to vacation bidding:

The total number of vacation entitlements (weeks) at a location divided by fifty-two (52) equals weekly number of vacation blocks.

If the vacation entitlements remaining are twenty (20) weeks or more, another column shall be added to the vacation block. Any entitlements of less than one (1) week are not to be included in the formula.

Employees shall bid their vacation bid by poster. It is understood that the Union and the Company will jointly work together in this process.

When a previously bid vacation week(s) becomes available, or when an additional week(s) is allocated during the current vacation year, it will be awarded using the following process:

- (a) A vacation bid book will be maintained at each location
- (b) Employees in a location shall indicate in the vacation bid book any vacation week(s) they wish to be considered for should those week(s) become available.
- (c) The Company will award the open vacation on a seniority basis.

## LETTER OF UNDERSTANDING No. 2

### TEMPORARY EMPLOYEES

"A temporary employee is an employee who is available to work on a casual basis only and will be assigned hours according to Article 6.07.

A temporary employee must be available to work a minimum of two (2) days per week, and one of those days must be on the weekend (i.e. Friday, Saturday, or Sunday). He/she shall advise the company at the end of each month of his/her availability for the next month.

Existing temporary employees at the date of ratification of this collective agreement will not be subject to the above weekend requirement until such time as he/she declines the opportunity to become a permanent employee when the opportunity arises.

The parties agree that the language contained in LOU #3 requiring employees to work at least one weekend day, shall not apply to employees classified as permanent at the date of ratification and who subsequently become temporary employees.

## **LETTER OF UNDERSTANDING No. 3**

### **INJURED & DISABLED EMPLOYEES**

In order to ensure that valuable employees are given every opportunity to continue their employment with the Company, the Company agrees to consider special accommodation for injured and disabled employees who are unable to perform the full scope of their duties. Such considerations shall depend on the nature and permanency of the disability and shall not be unreasonably withheld. The Company and the Union will review cases on an individual basis. By mutual agreement provisions of this Agreement may be amended or waived by a letter of agreement to meet the needs of the employee concerned and the position held. Such agreements must consider the operational requirements of the Company and any adverse affects on other Agents in the work function.

## **LETTER OF UNDERSTANDING No. 4**

### **EMPLOYEES WORKING ALONE ON AN OVERNIGHT SHIFT**

The Company will ensure that any employee who is required to work alone on an overnight shift shall be provided with a telecommunications radio and/or a phone number of a person that they may contact in the event of an emergency.

In addition, the Company will make all efforts to ensure that several calls will be made to the employee working alone during the course of the employee's shift to ensure the health and safety of the employee.

## LETTER OF UNDERSTANDING No. 5

### RE: ARTICLE 6.03 – MEAL AND REST PERIODS

The Company agrees not to schedule shifts between seven hours and thirty-one minutes (7hrs 31mins) and seven hours and fifty-nine minutes (7hrs 59mins) in order to allow employees reasonable meal breaks.

#### **RE: Article 6.03**

Both parties agree that as long the following Full-time employees remain Full-Time, their weekly minimum scheduled hours shall be forty (40) hours per week,

In the case, an employee decides to change status, this guarantee will no longer be valid and the rule stipulated in article 6.03 will apply.

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## **LETTER OF UNDERSTANDING No. 6**

### **RELIEF FOR SPECIALIZED/CONTRACT CARRIERS:**

- Company to determine the number required
- Company to determine the training required
- Company to determine the qualifications required
- Applicants will be selected based on their classification seniority provided they show the ability to perform the work
- Once selected, assignments will be awarded by classification seniority
- Relief will be utilized to cover temporary vacancies of less than six (6) months
- When covering these vacancies, employees will receive the applicable premium for the specialized area plus an additional \$0.50 per hour for the time worked
- When not on a relief assignment, employees will revert back to their original bid

## **LETTER OF UNDERSTANDING No. 7**

### **TEMPORARY VACANCIES:**

A temporary vacancy will be covered in the following manner:

When the vacancy is over one week in duration, the employees who are locked into the area will bid on the shifts by classification seniority, prior to the relief employee selecting their shifts.

Vacancies of less than one week will be assigned as required.

These vacancies exclude maternity leave or illness of an expected duration of six months or longer. Vacancies expected to be six months or longer shall be posted for one week as "temporary" and shall be awarded to the most senior applicant.

## **LETTER OF UNDERSTANDING No. 8**

### **RE: UHMQ**

It is agreed that both parties will meet at the Headquarters level to resolve any issues arising from the language and/or intent of the Collective Agreement.

The parties agree that they will meet at the Headquarters level to resolve any issues arising from differences in interpretation of language and the intent of this round of bargaining of the collective agreement.



## **LETTER OF UNDERSTANDING No. 9**

### **RE: INDUSTRIAL WAGE**

In the event that the airport authority implements an industrial wage for third party contractors at Pearson International Airport, the Company will support the initiative and agrees to meet the Union to re-open article 5.01.

## LETTER OF UNDERSTANDING No. 10

### RE: RETURN TO WORK PROGRAM

The Company and Union agree to a Return to Work program for employees covered by this Agreement. The Program is intended to assist employees who are absent due to accident or illness to return to productive work by allowing them to work modified hours and/or duties. The Company and the Union agree that workplace accommodations may require the cooperation of all three parties in order to be successful. They further agree that the Company, the Union and the employee have an obligation to facilitate the accommodation process.

Employees who identify themselves as candidates for this Program must inform both Company and Union, locally, that they wish to return to work on modified duties.

Before returning an employee to work, the Company may require that the employee provide the Company with a certificate from his or her treating physician that provides information required to assess the employee's ability to return to work and/or to assist with devising an appropriate return to work plan. Such information may include, but is not limited to, details concerning the tasks/duties the employee is able to perform, limits on the hours of work, and the expected duration of the modified work period.

Upon receiving a request for Return to Work on modified duties, the Company will examine whether it can or cannot accommodate the request up to the point of undue hardship. The Company may ask the employee for more medical clarification and/or request the employee to see the Company doctor for medical assessment.

The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected.

Modified work will not restrict or reduce the number of scheduled hours an employee is entitled to, unless reduced hours are part of the identified restriction or unless there is insufficient modified work available.

The employee has the responsibility to schedule all activities such as medical appointments, physiotherapy, etc. outside of the return to work schedule.

An employee seeking a return to work is also to be made aware of the Company's policy concerning workplace accommodation, where the policy may be amended from time to time at the Company's discretion.

## **LETTER OF UNDERSTANDING No. 11**

### **RE: DOMESTIC VIOLENCE**

The Company and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Company and the Union are committed to work with the employee through the process of recovery.

This statement is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

If necessary, the Company will not unreasonably deny an employee's request for an unpaid leave related to a situation of personal violence or abuse.

## LETTER OF UNDERSTANDING No. 12

### RE: EMPLOYEE ADVOCATE

The parties recognize that employees who are in an abusive or violent personal situation may prefer to raise or discuss the issue with a person who is known to them. The parties further recognize that victims of physical or emotional violence may not be aware of specialized resources that are available to them to address such issues.

For these reasons, the parties agree to implement an Employee Advocate position in the workplace.

The Advocate will meet with employees as required, discuss issues of violence or abuse with them and refer them to the Company's EAP services, or another appropriate service, as may be necessary.

The Advocate is an unpaid position. The Union will provide all required training to the Employee Advocate.

The Company will designate a manager to be the lead contact for the Employee Advocate and to work with the Advocate and to support the employees.

The Employee Advocate will attempt to schedule all employee meetings in a manner that does not interfere with work responsibilities. If the Advocate must meet with an employee during a shift, both the Advocate and the employee must obtain prior approval from their respective supervisor. The Company will not unreasonably withhold consent and the Union will be responsible to pay the time for the Advocate and/or the employee.

When it is possible and upon request, the Company will also provide access to a private office so that confidentiality can be maintained when an employee is meeting with the Employee Advocate.

The Company and the Union will develop appropriate communications to inform employees about the advocacy role and contact numbers to reach the Advocate.

The Company will grant leave to the Employee Advocate to participate in an initial 40-hour training program. The Company will also allow the Advocate to participate in annual training, to a maximum of three days. At least 30 days in advance, the Advocate will need to submit their request in writing to the Company. All training for the Advocate will be organized and paid for by the Union.

The Employee Advocate must report incidents of workplace violence, bullying or harassment to management.

# MEMORANDUM OF SETTLEMENT

## RE: INTEGRATION OF SWISSPORT EMPLOYEES

B E T W E E N:

SWISSPORT CANADA HANDLING INC.

(the “Company”)

- and -

UNIFOR, LOCAL 2002

(the “Union”)

WHEREAS pursuant to Order No. 10747-U of the Canada Industrial Relations Board issued on February 19, 2015, all bargaining unit employees of Swissport Canada Handling Inc. (“Swissport”) working “above-the-wing” are required to be integrated into the bargaining unit covered by the collective agreement between the Company and the Union having a term of January 31, 2015 to January 30, 2018 (the “Collective Agreement”);

AND WHEREAS the Company and the Union wish to resolve all outstanding matters related to the integration of the Swissport employees;

NOW THEREFORE the parties agree as follows in full and final settlement of all outstanding matters in dispute:

1. Effective on November 13, 2015, Swissport employees working “above-the-wing” will be integrated into the Company and covered by the terms and conditions of the subsisting Collective Agreement between the Company and the Union. For clarity, effective November 13, 2015, all Swissport employees being integrated into the Company will forthwith cease to be covered by the recently expired collective agreement between Swissport and the United Steelworkers and which had a term of July 1, 2012 to June 30, 2015.

2. Effective on November 13, 2015, the Collective Agreement will be amended as follows:

1. **Article 2.02**

“**2.02 Company** - Swissport Canada Handling Inc. as represented through Officers and Management at various levels or their delegated representatives.”

ii. **Article 3.01 a.**

“**3.01 a.** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all passenger service and Airport Customer Assistant Program agents employed by Swissport Canada Handling Inc. at the Lester B. Pearson International Airport in Toronto, Ontario, excluding office, clerical and sales employees, cargo services employees, supervisors and those above the rank of supervisor.”

iii. **Cover Page, Article 1.01 and any other similar Articles**

All references to “Servisair Inc.” will be deemed to be amended to “Swissport Canada Handling Inc.”

iv. **Article 7.05 b.**

1. Any F/T or P/T hours worked in excess of 8 hours in a day or in the case of any scheduled shift that is greater than 8 hours, anything in excess of their scheduled shift or:

ii. Any F/T or P/T hours worked over 40 hours in a week.

v. **Article 3.05**

- c. The Company will provide paid time-off, at straight time rates, for Union Representatives to conduct Union business. The amount of total paid time off will be calculated every 1 June on the following basis:

# of employees	Total paid time off
249 or less	20 hours
250 – 299	25 hours
300 – 349	30 hours
350 – 399	35 hours
400 – 499	40 hours
500 – 599	60 hours
600 and more	80 hours

Union members on paid leave of absence will be governed by the terms of Article 5.01 with regard to wage progression and the terms of Article 13 with regards to vacation pay. In addition all benefits shall continue and be paid for by the Company.

- d. The Union shall notify the Company in writing of the names of its designated representatives and the District Chairperson, and of any changes in the personnel thereof. All of these representatives shall receive one day paid time off (eight hours at their straight time rate) per year of collective agreement and union officer training. This training will be provided by the Union.
- e. The Company will also provide paid time off, at straight time rates, for two (2) additional representatives will be assigned by the Union to attend the GTAA's monthly Worker Council meetings. Attendance at these meetings will not result in loss of pay by the assigned representatives. It is understood that these clearances will be for a maximum of two (2) hours for each representative.

vi. Article 19.06

The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.

The remittance shall be accompanied by a statement containing the following information:

- (c) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
- (d) A list of the names of all employees from whom no deductions have been made and the reasons why.

vii. Article 11.02

If an over staff situation exists in a status within a location, the following sequence of events will occur until the situation is corrected, which in the case of a part time employee is defined as the period until it is possible to provide a schedule of at least 20 hours per week when they must return to a non-reduced hours status:

- a. EITHER use his/her seniority to displace the most junior employee within the same classification in any other status within the location, OR
- b. Accept a vacant position in another classification as long the employee has the required qualification and no physical limitation for such position, OR
- c. Accept a part time position with less than the 20 hour guarantee referred to in Article 6.03(i) , OR
- d. Accept a casual position (LNU #3), OR
- e. Accept lay-off with right of recall in his/her own location, OR
- f. Accept lay-off with right of recall in his/her own base, OR
- g. Elect termination of service with the Company with no right of recall. In such case, the employee shall receive the applicable severance pay as provided for under the *Canada Labour Code*.

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining or relocation costs are not workable under the given circumstances of a layoff.



**h. Cover Page, Article 1.01 and any other similar Articles**

All references to “Servisair Inc.” will be ~~deemed~~ to be amended to “Swissport Canada Handling Inc.”

3. In Accord~~ance~~ with article 13.06, the Company will process with a separate vacation bids (one bid for former Servisair employees and one bid for former Swissport employees) for 2016 vacations.
4. Both parties agree that as long the former Swissport employees who participate in the Retirement Savings Program for 4% or more, should~~d~~ continue to received~~d~~ the Company match contribution up to 5%.

In the case, an employee ~~decided~~ to change is contribution, the rule stipulated~~d~~ in article 20.11 will apply.

5. Effective on November 13, 2015, Swissport employees working “above-the-wing” and previously covered~~d~~ by the collective agreement between Swissport and the United~~d~~ Steelworkers (and which had~~d~~ a term of July 1, 2012 to June 30, 2015) will be paid~~d~~ as follows:

- A. If the employee’s wage rate is less than \$15.35 per hour, then the employee will be placed~~d~~ at the wage rate level in Article 5.01 of the Collective Agreement that is closest to, but higher than, their previous wage rate. These employees will then progress through the pay scale set out in Article 5.01 in accord~~ance~~ with the provisions and practices correspond~~ing~~ to the Collective Agreement; and

- B. If the employee's wage rate is equal to or greater than \$15.35 per hour, then the employee will be ~~red circled~~ at his or her current wage rate. However, these employees will receive the following lump sum payments, less applicable ~~deductions and~~ remittances required by law, on the ~~dates indicated~~:
- a. Effective on November 13, 2015 – a gross lump sum payment equivalent to two percent (2%) of the employee's regular wages (excluding overtime and any other premiums) earned ~~during~~ the previous twelve (12) months, based ~~on~~ a maximum of 2080 hours;
  - b. Effective on January 31, 2016 - a gross lump sum payment equivalent to two percent (2%) of the employee's regular wages (excluding overtime and any other premiums) earned ~~during~~ the previous twelve (12) months, based ~~on~~ a maximum of 2080 hours; and
  - c. Effective January 31, 2017 - a gross lump sum payment equivalent to one and one-half percent (1.5%) of the employee's regular wages (excluding overtime and any other premiums) earned ~~during~~ the previous twelve (12) months, based ~~on~~ a maximum of 2080 hours.
6. Effective on November 13, 2015, Swissport employees previously classified as "Lead (Ramp/PAX)" under the expired collective agreement between Swissport and the United Steelworkers will be classified as Passenger Service Agent under the Collective Agreement and their wage rate/compensation will be in accordance with the rules outlined in paragraph 3, above, of this Memorandum of Settlement.
- a. If the employee's wage is \$20.00 per hour, then the employee salary will be ~~red circle~~ at \$18.00 per hour.

- b. If the employee's wage is \$19.65 per hour, then the employee salary will be red circle at \$17.65 per hour.
7. Swissport employees hired prior November 13, 2015 and who earn more than \$15.00 per hour will be eligible to participate in a Voluntary Separation Program as follows:
- 4 weeks of severance pay for each full year of service, up to a maximum of 52 weeks.
  - Limited insurance coverage (base medical plan only) for that period of time corresponding to the total number of weeks for which severance pay is being provided
  - The rules of the program (dates, etc.) will be communicated to the employees by the Company.
8. The Company commits that the additional hours provided for in Article 6.06 will be properly offered according to this Article. An explanation for all of the additional hours in Article 6.06 and amendments referred to in Article 6.07 will be provided to the District Chairperson.

Dated this 19th day of October, 2015 in the City of Mississauga, Ontario.

FOR THE UNION



Leslie D'Es

National Representative

FOR THE COMPANY

  
Philippe Lévesque-Groveau

Director, Labour Relations - Canada