

SOURCE	CO.		
EFF.	11	09	82
TERM.	10	09	84
EMPLOYEES	31		
UNION			
D'EMPLOYES			



**COLLECTIVE AGREEMENT**  
**BETWEEN**  
**TRINIDAD & TOBAGO (BWIA INTERNATIONAL)**  
**AIRWAYS CORPORATION**  
**AND**  
**INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS AND AEROSPACE**  
**WORKERS**  
 Represented by Lodge 2413  
**SEPTEMBER 11, 1982 TO SEPTEMBER 10, 1984**

FILED  
AGUY

28

1984

501 A 019 01

## INDEX

Article		Page
1.00	<i>Purpose</i> . . . . .	1
2.00	Recognition . . . . .	1
3.00	Management's Rights . . . . .	2
4.00	Union Dues and Union Membership . . . . .	2
5.00	No Strikes or Lock-Outs . . . . .	3
6.00	No Discrimination . . . . .	3
7.00	Union Representation . . . . .	3
8.00	Complaints, Grievances and Disputes . . . . .	5
9.00	Arbitration . . . . .	6
10.00	Probation . . . . .	7
11.00	Seniority . . . . .	8
12.00	<b>Job Posting</b> . . . . .	11
13.00	<b>Leave of Absence</b> . . . . .	12
14.00	Posting Notices . . . . .	13
15.00	<b>Hours of Work</b> . . . . .	13
16.00	Overtime . . . . .	14
17.00	Holidays . . . . .	16
18.00	Vacation With Pay . . . . .	17
19.00	<b>Special Allowances</b> . . . . .	18
20.00	Group Insurance . . . . .	20
21.00	<b>Classification of Employees</b> . . . . .	21
22.00	<b>Severance Pay</b> . . . . .	22
23.00	Pension Plan . . . . .	23
24.00	Subcontracting . . . . .	23
25.00	Wages . . . . .	23
26.00	<b>Pay Days</b> . . . . .	23
27.00	<b>Letters of Intent and Understanding</b> . . . . .	23
28.00	Renewal, Amendment, Termination . . . . .	24
	<b>SCHEDULE "A"—Job Classification Pay Scales</b> . . . . .	25
<b>No. 1</b>	<b>Letter of Intent Regarding Sales Representatives</b> . . . . .	27
No. 2	<b>Letter of Intent Regarding Free and Reduced Rate Transportation</b> . . . . .	29
No. 3	<b>Letter of Intent Regarding the Basis for Recording Working Hours for Sales Representatives</b> . . . . .	30
No. 4	<b>Letter of Understanding Regarding the Computation of Vacation Pay</b> . . . . .	32

THIS AGREEMENT made and entered into this 15th day of April, 1983

BETWEEN:

TRINIDAD AND TOBAGO (BWIA INTERNATIONAL)  
AIRWAYS CORPORATION

(hereinafter called the Corporation)

OF THE FIRST PART;

—and—

INTERNATIONAL ASSOCIATION OF MACHINISTS AND  
AEROSPACE WORKERS, represented by Lodge 2413

(hereinafter called the "Union")

OF THE SECOND PART

## **ARTICLE 1.00 PURPOSE**

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

## **ARTICLE 2.00 RECOGNITION**

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

## **ARTICLE 3.00 MANAGEMENT'S RIGHTS**

3.01 The management of the Corporation and the direction of its working forces, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials, processes, products, equipment and operations shall be vested exclusively in the Corporation. Subject to the provisions of this Agreement, the Corporation shall have the right to schedule and assign work to be performed and the right to hire or re-hire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for just cause, transfer or lay off employees because of lack of work or other legitimate reasons, it being understood, however, the Corporation shall not discipline or discharge an employee except for just cause, or otherwise improperly discriminate against an employee.

3.02 The Corporation shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement.

3.03 The Union agrees that the Corporation may retire employees at its sole discretion on the first day of the month following the employee's 65th birthday.

3.04 The Corporation agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

## **ARTICLE 4.00 UNION DUES AND UNION MEMBERSHIP**

4.01 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the **Union**. Membership shall not be denied for reasons of race, national origin, colour or religion.

4.02 **As** a condition of employment of every employee under this Agreement, the Corporation shall deduct the amount of monthly Union Dues from his wage each month and shall remit the same to the Union on or before the twenty-fifth (25th) day of the month in which it is deducted.

4.03 **If** the wages of an employee payable on the payroll for the last

pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Corporation in such month. The Corporation shall not, because the employee did not have the sufficient wage payable to him on the designated payroll, carry forward and deduct, from any subsequent wages, the dues not deducted in an earlier month.

## **ARTICLE 5.00 NO STRIKES OR LOCK-OUTS**

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

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

## **ARTICLE 6.00 NO DISCRIMINATIONS**

6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Corporation to participate in Union activities.

6.02 No employees shall be discriminated against by the Corporation nor suffer any Loss of seniority or of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.

## **ARTICLE 7.00 UNION REPRESENTATION**

7.01 The Union shall have a shop committee of not more than two (2) members who shall be employees of the Corporation covered by this Agreement.

7.02 Matters pertaining to the interpretation, application or

administration of this Agreement may be discussed and adjusted by the Corporation and the Shop Committee who shall on request by either party meet once a month with a prepared agenda of matters to be discussed and adjusted. The Corporation and the Shop Committee may upon request and by mutual consent meet more often than once a month for these purposes. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Corporation so as to not unduly disrupt its business operations. The time spent by Shop Committee members in such meetings shall not be considered time worked but shall be paid for by the Corporation at their regular straight time hourly rate. Only Shop Committee members, a Business Representative and/or an International Officer of the Union shall be present at such meetings with the Corporation.

7.03 The Union may designate and the Corporation shall recognize a Chief Steward and not more than 2 Shop Stewards for such work areas as shall be agreed by the parties hereto to be reasonable and proper. The Corporation shall be kept informed of the name of each Shop Steward and the Chief Steward.

7.04 Subject to the provisions of Article 7.05, a Shop Steward or Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 8.00 hereof for the settlement of a grievance.

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

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

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

## **ARTICLE 8.00**

### **COMPLAINTS, GRIEVANCES AND DISPUTES**

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

#### **8.02 *Grievance Procedure— 1st Step***

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

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

#### **8.04 *Grievance Procedure— Second Step***

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

#### **8.05 *Grievance Procedure— Third Step***

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

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

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

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

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

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

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

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

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

## **ARTICLE 9.00 ARBITRATION**

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

9.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a



settlement by the means and within the time limits provided by Article 8.00 hereof.

9.03 Within ten (10) working days after notice of intent to arbitrate has been given as provided in Section 8.07 hereof, the Corporation and the Union shall attempt to jointly name an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.

9.04 If the parties fail to reach agreement on an arbitrator within five (5) working days or within such longer period as they may mutually agree upon, the Minister of Labour shall appoint an arbitrator.

9.05 The arbitrator shall not make any decision inconsistent with the provision of this Agreement nor shall he alter, modify or amend any part of this agreement.

9.06 The proceedings of the arbitration shall be expedited by the parties hereto. The award shall be implemented within fifteen (15) days of receipt by either party.

9.07 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision.

9.08 The parties shall each pay one-half of the expenses of the arbitrator.

## **ARTICLE 10.00 PROBATION**

10.01 The first one hundred and twenty (120) calendar days of employment shall be a probationary period during which the Corporation may assess whether an employee is suitable to be retained and, if so, where in the Company's operations he may best be employed.

10.02 An employee shall be a probationary employee without seniority for the first one hundred and twenty (120) calendar days of employment by the Corporation provided that absence with or without leave shall not be included in the said one hundred and twenty (120) calendar days.

10.03 Any person re-employed by the Corporation after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee

who retains seniority as provided by Article 11.00 hereof or an employee on leave of absence as provided by Article 13.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.

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

## **ARTICLE 11.00 SENIORITY**

11.01 *Corporation seniority* shall mean the employee's length of service, with the Corporation, calculated from the latest date of entry into that service.

11.02 *Classification seniority* shall mean the employee's Canadian service in his current classification based on the latest date of assignment to that classification except where seniority has been retained in accordance with subsequent paragraphs under this Article.

11.03 On the date of completion of his probationary period, an employee shall have one hundred and twenty (120) calendar days seniority in the Corporation and thereafter shall accrue seniority as provided herein. Probationary employees may be laid off without reference to length of service or the grievance or arbitration procedures,

11.04 In all cases of lay-off exceeding five (5) working days and recall from lay-off, the Corporation shall consider the classification seniority and the skill, ability and qualifications of the employees in the affected classification to perform the work in question. Where the totality of these factors are relatively equal in the opinion of the Corporation, which opinion shall not be exercised in an arbitrary or discriminatory manner, the length of classification seniority shall govern and the lay-off and recall procedures hereafter set out shall apply.

11.05 In the selection of employees covered by this Agreement, for advancement of promotion to positions within the bargaining unit, the decision shall rest with the Corporation provided that in the case of employees with equal skill, ability and qualifications to perform the work in question, the employee possessing the greater Corporation seniority shall be given preference.

11.06 Subject to the provisions of section 11.04, in the event of a reduction in force calling for a lay-off in excess of five (5) working

days, the following procedure will be followed:

(a) The employee most recently appointed to the classification in which the reduction in force is necessary, shall be declared redundant in that job.

(b) Any such employee who has previously attained classification seniority in a lower classification covered by this Agreement shall again be entitled to classification seniority in such lower classification to the extent of the total classification provided that the employee has in the judgment of the Corporation the present skill, ability and qualifications to do the work in question.

11.07 If, as a result of exercising this right to resume employment in a lower classification in which he had previously worked, there is a surplus of staff in that classification, then the most recently appointed employee in that classification, shall be redundant in that job and the provisions of section 11.06 (b) shall apply again. This process of exercising classification seniority (which is sometimes referred to in this Agreement as "bumping") shall continue so long as redundant employees have previous classification seniority in lower classifications and choose to exercise same on the principle that so long as employees hold and choose to exercise classification seniority, the person to be laid off will be the most junior in the lowest classification.

11.08 In the event that an employee who is redundant in any classification has no previous seniority in any other classifications, he shall be eligible to be considered for employment in another classification only where a vacancy exists and providing he then has the present skill, ability and qualifications to perform the work in question. If no such vacancy exists, he shall be laid off with recall rights in accordance with this Agreement.

11.09 **An** employee who is reclassified or promoted, will be given a maximum ~~trial~~ period of thirty (30) days at work in his new classification to demonstrate his ability to perform the job in a satisfactory manner, and if he fails to give satisfaction in the new classification, he will return to his former classification at his former rate of pay as will any other employee who was promoted or re-classified as a result of the employee leaving his former classification.

11.10 When an employee is promoted to a position outside the bargaining unit, he will retain his seniority under this Agreement for a period of twelve (12) months from the date of such promotion. After such twelve (12) month period, the employee shall have no accumulated seniority under this Agreement.

11.11 Seniority need not in any respect govern assignments to

temporary Duty Field Service or special assignment duty.

11.12 An employee who has completed his probationary period and is laid off due to a reduction in force, shall retain all seniority during such lay-off for a period of twelve (12) months. Notwithstanding any other provision of this Agreement.

(a) an employee who has completed his probationary period and due to a reduction in force bumps into another classification shall retain and not accumulate seniority in the classification from which demoted and shall accumulate seniority in the classification into which he bumps, and

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

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

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

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

- (a) if an employee quits;
- (b) if an employee is discharged and not re-instated in employment through the grievance or arbitration procedures;
- (c) if an employee fails, unless he has a justifiable excuse, to report on the first day following the expiration of a leave of absence or vacation;
- (d) if an employee is absent from work without permission for three (3) consecutive days;
- (e) if an employee fails to return from a lay-off within five (5) working days after his recall;
- (f) if an employee retires.

11.15 A seniority list prepared by the Corporation shall be posted within thirty (30) days after the signing of this Agreement,

thereafter semi-annually, showing each employee listed therein as follows:

Name  
Corporation seniority date  
Classification seniority date

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

(ii) Where an employee is on vacation, leave of absence or sick leave at the time of posting the initial seniority list, he may protest within thirty (30) days after his return to work.

(iii) Where an employee is on vacation, leave of absence or sick leave at the time of posting the subsequent lists, he may protest within fifteen (15) days after his return to work.

11.17 A copy of the seniority list will be furnished to the Chairman of the Union Committee who may subsequently, on request to the Corporation, have made available to him the seniority status of employees covered herein.

11.18 The Corporation shall notify the Union as soon as possible prior to any lay-off, and before action is taken, the Corporation agrees to discuss it with the Union Shop Committee, or in its absence or unavailability, a steward or the Union, without prejudice to the Corporation's rights herein.

## **ARTICLE 12.00 JOB POSTING**

12.01 Whenever new positions within the bargaining unit are created or permanent vacancies occur, employees will be given preference to such positions or vacancies based primarily on qualifications, skill and ability and seniority. Seniority shall be the determining factor when the totality of the above elements are substantially equal. Successful applicants will be posted within twenty-one (21) days after the expiration of the original posting.

12.02 All bargaining unit permanent vacancies will be posted for a period of five (5) days on Corporation bulletin boards. If no suitable

applicants are brought forward by this posting within the five (5) days specified. the Corporation will fill the vacancy by such other means as it may deem fit.

12.03 The successful bidder for a posted job will be entitled to a trial period not exceeding thirty (30) work days.

If he is unable to demonstrate within such trial period his ability to perform the work operation in accordance with the generally recognized requirements for such work to the reasonable satisfaction of the Corporation. he will be returned to his former job at his former rate of pay. as will any other employee who was promoted or transferred as a result of such successful bid.

## **ARTICLE 13.00 LEAVE OF ABSENCE**

13.01 The Corporation may grant reasonable leave of absence to employees for personal reasons, having due regard to operational requirements. provided the request is made in writing and reasonable notice of the request is given to the employee's supervisor. The reasons for requesting the leave of absence must be stated. When the Corporation grants leave of absence. it shall be in writing and shall set out the length of the leave of absence and the purpose of it. An employee's seniority shall continue to accumulate for a maximum of sixty (60) days while he is on approved leave of absence. When an employee is granted leave of absence, the Corporation is not required to pay premiums for group benefits on his behalf after the calendar month in which leave commences.

13.02 The Corporation will grant leave of absence without pay to a pregnant employee in accordance with the requirements of the Canada Labour Code.

13.03 An employee who uses a leave of absence for a purpose other than that for which it was granted shall be subject to discharge.

13.04 The Corporation shall, upon a written request from the Union made at least five (5) calendar days in advance, grant a leave of absence without pay to an employee who may be selected by the Union for the transaction of Union business provided such leave of absence shall not exceed thirty (30) days in any one calendar year.

13.05 The Corporation shall upon written request from the Union made at least thirty (30) days in advance grant a leave of absence without pay to an employee who may be selected by the Union for

the purpose of attending trade union conferences provided such leave of absence shall not exceed a total of ten (10) working days for each such employee per calendar year.

13.06 No more than two (2) employees shall be granted leaves of absence at any one time under the provisions of Article 13.04 and 13.05, with the exception of the application of Article 7.06.

13.07 On furnishing proof satisfactory to the Corporation of inability to work because of illness or injury, an employee with seniority shall be granted sick leave without pay for a period not exceeding thirty-nine (39) weeks. The Corporation may require evidence of the employee's fitness to resume his previous occupation and may also require periodic medical reports on the employee's condition during the period of the leave of absence. Seniority shall accrue during the sick leave.

## **ARTICLE 14.00 POSTING NOTICES**

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

## **ARTICLE 15.00 HOURS OF WORK**

15.01 (a) The regular work week shall consist of forty (40) hours to be worked in five (5) consecutive days of eight (8) consecutive hours each day with a one (1) hour inclusive meal period. Employees shall be scheduled so as to have eight (8) rostered days off every four (4) week roster period.

- (b)(i) With respect to the Reservations Department, the Corporation shall ensure that days off are allocated in blocks of two (2) or more consecutive days off and at least one (1) or more weekends off in any four (4) week roster period and employees shall not be rostered to work in excess of six (6) consecutive days without having days off unless mutually agreed upon by the Company and the employee involved.
- (ii) With respect to the Airport Department, the Corporation shall ensure that days off are allocated in blocks of two (2) or more consecutive days and employees shall not be rostered to work in excess of six (6) consecutive days without having days off unless mutually agreed upon by

the Company and the employees involved. The Corporation shall schedule at least one (1) or more weekends off in every four (4) week roster unless some other schedule is mutually agreed.

(c) However, in the event of a major substantial alteration of the Corporation's flight schedules, the Union agrees to negotiate with the Corporation to cover the requirements imposed by such alteration.

15.02 Accounts Clerk, Secretary, Charter co-ordinator and mail room clerk shall work a Monday to Friday, 9:00 a.m.—5:00 p.m. shift with a one (1) hour inclusive meal period during the third and fifth hour of the shift.

15.03 All other employees shall receive a one (1) hour lunch period to be assigned as close as possible to mid-shift.

15.04 Employees covered by this Agreement who work shifts shall be rotated between shifts according to schedules mutually acceptable to the Corporation and the majority of employees in the section involved. Such agreement shall not be unreasonably withheld.

15.05 The normal stopping and starting times for work shifts will be scheduled and posted in advance covering a four (4) week roster period, for the Airport and Reservations Departments at least fourteen (14) days prior to commencement of the roster and shall not be changed without seventy-two (72) hours notice to an employee affected by the change.

15.06 All employees shall be entitled to two (2), ten (10) minute breaks to be assigned not earlier than one (1) hour from the start of each half of the employee's shift.

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

## **ARTICLE 16.00 OVERTIME**

16.01 The Union recognizes the necessity of overtime work in the airline industry and agrees to co-operate in this respect.

16.02 The Corporation will, insofar as practicable, distribute



overtime on an equitable basis and will post a monthly summary of overtime hours worked on the bulletin boards. This provision shall not apply to the Sales Representatives provided that the Corporation shall post a list of overtime hours worked by the Sales Representatives within thirty (30) days of the end of each calendar quarter.

16.03 Overtime will be recorded on a per annum basis with effect from January first of each year.

16.04 An employee shall be compensated as follows for overtime work:

(a) For all authorized work outside scheduled shift hours and on an employee's first rostered day off in any week, employees will be credited with payment at time and one-half ( $1\frac{1}{2}x$ ) for the first four (4) hours and at double ( $2x$ ) time for all hours thereafter until there is a rest period of at least eight (8) consecutive hours calculated to the nearest quarter hour.

(b) For all authorized work performed on an employee's second scheduled day off, the employee shall be credited at double ( $2x$ ) time, provided he has worked the first rostered day off.

(c) for purposes of overtime calculations, an employee's monthly salary shall be divided by 152 to provide the appropriate hourly rate.

16.05 At the option of the employee, overtime may be credited to his time bank in accordance with Article 16.04 up to a maximum accumulation of fifty (50) hours, after which overtime will be paid at the applicable overtime rates. The employee must elect to have the hours credited to his time bank when the overtime is approved and will not be permitted to subsequently seek payment instead of the time off. The compensatory time off under this Article shall be taken at time mutually agreed upon between the employee and the Corporation.

16.06 If an employee is recalled to work on the same day after the completion of his regular shift and after leaving the Corporation's premises he shall be provided with at least four (4) hours work, or if four (4) hours work shall not be available, the employee will be paid at least four (4) hours pay at the appropriate rate.

16.07 Employees working at least four (4) hours overtime in a day in addition to their regularly scheduled hours shall receive a meal allowance of \$4.25.

16.08 In this Article 16.00, authorized overtime shall mean work requested and properly authorized by the Corporation and shall not

mean work by mutual arrangement between employees for their own convenience.

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

## **ARTICLE 17.00 HOLIDAYS**

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

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

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

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

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

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

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

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

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

## ARTICLE 18.00 VACATION WITH PAY

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

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

(b) Pay for accrued vacation entitled shall include all remuneration paid by the Corporation.

(c) If in continuous employment of the Corporation for one (1) year but less than five (5) years, the employee received ten (10) work days of vacation and four percent (4%) of gross earnings for the previous year or two (2) weeks pay whichever is greater;

(d) If in continuous employment of the Corporation for five (5) years but less than eleven (11) years, the employee shall receive fifteen (15) work days of vacation and six percent (6%) of gross earnings for the previous year or three (3) weeks pay whichever is greater.

(e) If in continuous employment of the Corporation for eleven (11) years or more, the employee shall receive twenty (20) work days of vacation and eight percent (8%) of gross earnings for the previous year or four (4) weeks pay, whichever is greater.

(f) For purpose of vacation time applicable, period of continuous employment of employees shall be considered from date of entry of the employee in the Corporation. The Corporation reserves the right on termination of employment to recover for all leave taken but unearned.

18.02 In case of death of an employee, the amount due hereunder shall be paid to his estate.

18.03 Choice of vacation periods shall be granted so far as possible on the basis of classification seniority provided the Corporation is able to maintain a working force sufficient to do the necessary work. Schedules for selection of such vacation shall be bid in November prior to the beginning of each vacation year and confirmed by December 15th, of the same year, or bid will be deemed approved. At no time shall a senior employee be permitted to take vacation leave already assigned to a junior employee.

18.04 Employees shall be paid their vacation pay which is effective at the time such vacation commences prior to their going on vacation.

18.05 Vacation shall not be cumulative and at no time shall vacation be taken in conjunction with entitlement for another year.

18.06 Employees will not be paid in lieu of accrued vacation except upon termination of employment.

18.07 Vacation pay shall not accrue during leaves of absence

18.08 Vacations may be taken in accordance with paragraph 18.01 of this Article in the vacation year following the year in which the vacation is earned, and may be taken without regard to an employee's anniversary date. For example, an employee who joins the Corporation at any time in 1975 is entitled to ten (10) working days at any time in 1976. Similarly, an employee whose fifth anniversary with the Corporation falls at any time in 1978 is entitled to fifteen (15) working days vacation at any time in 1978.

18.09 In the event that an employee takes his vacation prior to his anniversary date in any year and then leaves the Corporation prior to his anniversary date, he will be required to reimburse the Corporation for any vacation which was taken but unearned.

## **ARTICLE 19.00 SPECIAL ALLOWANCES**

### *Shift Premiums*

19.01 The Corporation will pay a shift premium of thirty-five cents (35¢) per hour for all hours worked by rostered shift employees.

### *Sick Leave*

19.02 Employees are eligible for twelve (12) working days sick leave during each full year of employment. Unused sick leave may be accumulated up to a maximum of seventy-two (72) working days, on the basis of one (1) day for each full month of service. Any unused paid sick leave provided herein shall be included for the purposes of calculating the thirty-nine (39) weeks provided for in section 13.07 but the Corporation may, at its discretion, grant additional unpaid sick leave. Sick Leave with pay is based on the following conditions:

(a) An employee must have at least three (3) months continuous service with the Corporation before being eligible for paid sick leave.

(b) Any period of absence exceeding three (3) consecutive days must be covered by medical certificate.

(c) Any employee unable to report for duty because of illness must advise his supervisor as soon as possible

(d) An employee must report to his supervisor prior to resuming his work after an illness and the Corporation may require a medical certificate prior to resumption of duty by the employee.

### ***Bereavement Leave***

19.03 Each employee shall be granted bereavement leave in the event of a death of a member of his immediate family on any of his normal working days that occur during the three (3) days immediately following the day of death. Every employee who has completed three (3) consecutive months of continuous employment and who is entitled to bereavement leave shall be paid for any regularly scheduled working days falling within the three (3) day period at his regular hourly rate for the number of hours he was scheduled to work. Immediate family shall mean: mother, father, sister, brother, spouse, child, father-in-law and mother-in-law.

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

### ***Jury Duty & Crown Witness***

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

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

### ***Parking***

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

### ***Credit Union***

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

### ***Breakfast Allowance***

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

### ***Uniforms***

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

### ***Travel Expenses***

19.09 The Corporation shall pay the following travelling expenses for employees on Corporation business trips where the employee

has obtained prior approval for the business trip. For reasonable overnight accommodation, and transportation including taxi fare, the Corporation shall reimburse the employee in full upon presentation of a proper receipt.

*Meals*

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

Employees using their own car on approved Corporation business shall receive.

- (i) With effect from September 11th, 1982, 22¢ per kilometer = .35¢ per mile
- (ii) With effect from September 11th, 1983, 25¢ per kilometer = 40¢ per mile.

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

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

## **ARTICLE 20.00 GROUP INSURANCE**

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

- (a) Life Insurance —two times (2×) the basic rate of annual earnings rounded up to the next higher \$1,000 (minimum \$5,000, maximum \$50,000)
- (b) Accidental Death and Dismemberment Insurance —two times (2×) the basic rate of annual earnings rounded up to the next higher \$1,000 (minimum \$5,000, maximum \$50,000)
- (c) Supplementary Health Care (for employees and dependants)
  - Class I expenses: benefits payable at 100%, no deductible
  - Class II expenses: benefits payable at 80% (50% for psychoanalysis treatment) subject to deductible. The deductible is \$25.00 (\$50.00 maximum per family)

All insurance ceases at age 65 or prior retirement. All insurance mentioned above is more particularly described and set forth in the

respective policy or policies of insurance. Any dispute over the payment of benefits under any such policy of insurance shall be adjusted between the insured or the beneficiary under any such policy and the insurance company concerned, but the Corporation will use its best efforts in discussions with the Union and the insurance company concerned to adjust and settle any such dispute. A booklet explaining the group insurance plan will be handed out to new employees and will be available to employees upon request.

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

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

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

## **ARTICLE 21.00 CLASSIFICATION OF EMPLOYEES**

21.01 Every employee covered by this Agreement shall be classified under a job title as listed in Schedule "A".

21.02 Where new job classifications are created, the Corporation will consult with the Union Shop Committee and attempt to agree upon a wage scale. Failing agreement on the wage scale, the matter may be submitted to the Grievance and Arbitration Procedures for settlement but until a decision is reached, the Corporation may classify employees therein and pay the tentative wage scale assigned by the Corporation.

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

21.04 In determining qualifications for classification purposes, the Corporation may, at its discretion, credit a new employee with previous experience and training acquired outside the Corporation's service.

21.05 It is recognized that because of the size of the bargaining

unit, management may, from time to time, perform bargaining unit work: however, such work shall not be done with the intention of depriving present bargaining unit employees of regular or overtime work.

21.06 An employee who performs work in a higher classification within the bargaining unit for more than five (5) consecutive shifts shall be paid for all hours worked at the greater of his present rate of pay or the rate of pay for the first year of job seniority in the higher scale of pay.

21.07 An employee who temporarily performs work in a lower classification at Corporation request. shall not have his or her rate of pay reduced.

## **ARTICLE 22.00 SEVERANCE PAY**

22.01 Any employee covered by the Agreement with one (1) or more years of service and who is laid off shall receive severance pay as provided in 22.03 of this Article. subject to limitation set forth therein. Severance pay shall not be paid in the event:

- (a) An employee is dismissed for cause.
- (b) An employee resigns.
- (c) An employee refuses to work out his notice if requested to do so.
- (d) A National Emergency arises which results in cessation of operations.
- (e) Of a strike, or picketing of the Corporation's premises causing a temporary lay off of the employees.

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

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



## **ARTICLE 23.00 PENSION PLAN**

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

## **ARTICLE 24.00 SUBCONTRACTING**

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

## **ARTICLE 25.00 WAGES**

25.01 The wage scales are set out in Schedule "A" hereto. Wage rates are retroactive to September 11, 1982, however no other provision of this Agreement is retroactive. All other provisions take effect the date of signing of the Agreement.

## **ARTICLE 26.00 PAY DAYS**

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

## **ARTICLE 27.00 LETTERS OF INTENT AND UNDERSTANDING**

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



**ARTICLE 28.00**  
**RENEWAL, AMENDMENT,**  
**TERMINATION**

28.01 This Agreement shall be for a period of two (2) years commencing on the 11th day of September, 1982 and ending on the 10th day of September, 1984 and thereafter from year to year unless either party gives notice in writing to the other party during the last ninety' (90) hays of the term of this Agreement of that party's intention to terminate or negotiate revisions thereof. Where notice is given by either party in writing as referred to above, negotiations shall commence not later than twenty (20) days after the date of such written notice.

## SCHEDULE A WAGES—MONTHLY RATES

POSITION	CLASSIFICATION	EFFECTIVE	EFFECTIVE
		SEP. 11/82	SEP. 11/83
		(6%)	(5%)
SCALE A Reservations Agent A c t Cl S e a Gt d Secretary	First Year Job Seniority	1,127	1,183
	Second Year Job Seniority	1,225	1,286
	Third Year Job Seniority	1,325	1,391
	Fourth Year Job Seniority	1,423	1,494
	Fifth Year Job Seniority	1,516	1,592
	Sixth Year Job Seniority	513	1,694
SCALE B I N Co-ordinator	First Year Job Seniority	1,417	1,488
	Second Year Job Seniority	1,516	1,592
	Third Year Job Seniority	1,613	1,694
	Fourth Year Job Seniority	1,713	1,799
	Fifth Year Job Seniority	1,812	1,900
SCALE C Reservations Agent Airport	First Year Job Seniority	1,647	1,713
	Second Year Job Seniority	1,746	1,812
	Third Year Job Seniority	1,845	1,911
	Fourth Year Job Seniority	1,944	2,020
	Fifth Year Job Seniority	2,043	2,117
SCALE D Sales Representatives	First Year Job Seniority	1,713	1,799
	Second Year Job Seniority	1,844	1,936
	Third Year Job Seniority	1,977	2,076
	Fourth Year Job Seniority	2,108	2,213
	Fifth Year Job Seniority	2,240	2,352
SCALE E M Room Clerk	First Year Job Seniority	915	961
	Second Year Job Seniority	1,002	1,052
	Third Year Job Seniority	1,096	1,151
	Fourth Year Job Seniority	1,202	1,257

An employee will progress automatically from one pay grade to the next in his job classification on the next anniversary date of his classification seniority until he has reached the maximum rate for his job classification scale; provided the Corporation may in its discretion advance an employee's pay grade and beyond one or more of the pay grades in his scale; and provide further, an employee who is promoted to a higher classification shall not be entitled to all or any of the increments of his next progression, but the employee may file a grievance if he feels an injustice has been done. An employee promoted from one scale to a higher scale shall be paid the next higher rate in the scale to which he is promoted.

A Lead Agent as a classification shall include the seniority of his seniority as a Reservations Agent.

## WITNESS CLAUSE

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized representatives **this** 15th day of April, 1983.

TRINIDAD **AND** TOBAGO (BWIA  
INTERNATIONAL) AIRWAYS  
CORPORATION

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS  
represented by **Lodge** 2413

/s/ Peter Pena

/s/ Les Cole

---

/s/ Felix Bertrand

/s/ Dick Chin

---

/s/ **Jack** Gouveia

/s/ Franklyn Bird

---

/s/ Pamela Campbell

/s/ Ray Hodgkinson

---

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

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
represented by Lodge 2413

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

## **LETTER OF INTENT #1 REGARDING SALES REPRESENTATIVES**

(a) It is not the Corporation's policy to provide Corporation vehicles for Sales Representatives.

However, it is not the Corporation's intention to adversely affect the present working conditions of Sales Representatives, including the practice of supplying a Corporation vehicle to Sales Representative (Mr. Anthony Stanford) who is at present enjoying this facility on the clear understanding that should he no longer hold that position, the provision will all together cease. Should the Corporation determine in the future to make such a change, it shall not do so without first discussing the matter with the Union and the Sales Representative involved.

Because of the nature of their work, Articles 15 and 16 and Clauses 19.01 and 19.07 of the Agreement do not apply to Sales Representatives.

(b) Instead, Sales Representatives will submit weekly work schedules for prior approval by the Corporation and if the Sales Representatives weekly work schedule varies from that approved by the Corporation, the Sales Representatives must justify and obtain approval of the changes.

(c) Because the Sales Representatives must exercise considerable individual responsibility in choosing their hours of work and in carrying out their assignments for the Corporation, the Corporation can reasonably expect that the Sales Representatives will meet realistic revenue targets established by the Corporation and failure to do so may result in disciplinary action up to and including dismissal.

A Sales Representative who is disciplined under this clause may seek redress within the framework of Articles 8 and 9 of this Agreement.

(d) It is understood and agreed that the salary scale for Sales Representatives set out in Schedule "A" to the Agreement includes both regular and overtime pay based upon a thirty-five (35) hour

week and an average of overtime calculated by thirteen (13) week periods commencing on 01 January of each year on the following basis:

Period 1: Commencing 01 Jan.-02 Apr. – 4 hrs. per wk = 52 hrs.

Period 2: Commencing 03 Apr.-02 Jul. – 12 hrs. per wk. = 156 hrs.

Period 3: Commencing 03 Jul.-01 Oct. – 4 hrs. per wk. = 52 hrs.

Period 4: Commencing 02 Oct.-31 Dec. – 12 hrs. per wk. = 156 hrs.

which relates primarily to promotional work

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

Agreed and Accepted

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS  
represented by Lodge 2413

TRINIDAD AND TOBAGO (BWIA  
INTERNATIONAL) AIRWAYS  
CORPORATION

/s/ Les Cole

/s/ Peter Pena

---

/s/ Dick Chin

/s/ Felix Bertrand

---

/s/ Franklyn Bird

/s/ Jack Gouveia

---

/s/ Ray Hodgkinson

/s/ Pamela Campbell

---

September 20th, 1978

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
represented by Lodge 2413

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

**LETTER OF INTENT #2  
REGARDING FREE AND REDUCED RATE  
TRANSPORTATION**

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

Agreed and Accepted

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS  
represented by Lodge 2413

TRINIDAD AND TOBAGO (BWIA  
INTERNATIONAL) AIRWAYS  
CORPORATION

/s/ P. Pena

/s/ W. Reece

/s/ A. M. Rawlins

/s/ A. Stanford

/s/ R. N. Tomyew

/s/ A. Hutton

/s/ S. Vodi

/s/ J. Gouveia

April 24th. 1981

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
represented by Lodge 2413

This is Letter of Intent regarding Basis for Recording Working Hours for Sales Representatives. which forms **part** of this Agreement:.

### **LETTER OF INTENT #3 BASIS FOR RECORDING WORKING HOURS FOR SALES REPRESENTATIVES**

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

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



**Agreed and Accepted**

**INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND  
AEROSPACE WORKERS**  
represented by Lodge 2413

**TRINIDAD AND TOBAGO (BWIA  
INTERNATIONAL) AIRWAYS  
CORPORATION**

/s/ W. Reece

/s/ A. Hutton

/s/ A. Stanford

/s/ P. Pena

/s/ S. Vodi

/s/ A. M. Rawlins

/s/ R. N. Tomyew

/s/ J. Gouveia

# LETTER OF UNDERSTANDING #4

Between

Trinidad and Tobago (BWIA International) Airways Corporation

and

International Association of Machinists and Aerospace Workers  
represented by Lodge 2413

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

## EXAMPLES:

### UNDER FULL ENTITLEMENT

- (a) Employee's gross earnings 1978 = \$15,000. 6% = \$900.  
Employee's vacation entitlement = 15 days  
Actual vacation taken = 10 days  
To compute vacation pay

#### Salary

\$1200.	10 days	= 10 X 55.30 =	\$553.00
\$1300.	5 days	= 5 X 60.00 =	<u>\$300.00</u>
	(outstanding)		
	Vacation Pay—		(853.00) \$47.00

### FULL ENTITLEMENT

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

#### Salary

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

**OVER FULL ENTITLEMENT**

(c) Employee's Gross Earnings 1980	= \$19,000. 6% = \$1140.00
Employee's Vacation Entitlement	= 15 Days
+ Employee's carry-over vacation	= <u>5 Days</u>
	Vacation—20 Days
Actual vacation taken	= 20 Days
To compute vacation pay	
<b>Salary</b>	
\$1500. *15 Days	= 15 × 69.20 = \$(1038.00)
	<hr/>
	Vacation Pay = \$102.00
* Vacation pay computed on first 15 days vacation	

Agreed and accepted

CORPORATION

UNION

/s/ A. M. Rawlins

/s/ Les Cole

/s/ J. Gouveia

/s/ R. Hodgkinson

02 SEPTEMBER 1981

*Amended,  
Extended*

MEMORANDUM OF AGREEMENT

SOURCE	Comp.
DATE	11 09 84
TER.	10 09 86
No. OF	30
referred to as	
NOMBRE D'EMPLOYES	

BETWEEN :

B.W.I.A. International, Toronto, hereinafter. r  
 the Company,  
 and  
 International Association of Machinists and Aerospace Workers,  
 Local Lodge 2413, hereinafter referred to as the Union.

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute.
2. The parties herein agree that the term of the collective agreement shall be from September 11, 1984 to September 10, 1986.
3. The parties herein agree that the said collective agreement shall include the terms of the previous collective agreement which expired on September 10, 1984, provided however, that the following amendments are incorporated.

18.01 (c)

Add new clause - "If in the continuous employment of the Corporation for less than one year, one day of paid vacation for each month of service up to a maximum of ten (10) days of paid vacation. No vacation shall commence earlier than January 1st of the calendar year following date of hire, unless otherwise permitted by the Department head. Such vacation shall be added to vacation entitlement of the following year,

Re-alphabetize subsequent paragraphs.

15.02

Amend "Charter Co-ordinator" to read "Marketing Co-ordinator"

19.02

Amend to 90 days.

21.06

Amend to read: An employee who performs work in a higher classification within the bargaining unit shall be paid for all hours worked at the greater of his present rate of pay or higher rate with a minimum of \$100. per month increase,

Letter No. 1

Delete second paragraph.

Longevity

Effective September 11, 1984, each employee who has completed five (5) years of Canadian service shall receive at the beginning of the sixth (6th) year a longevity payment of five dollars (\$5) per month in addition to his monthly rate in Schedule

.....

23 1985

0285  
~~501 A 0~~

As the employee enters each succeeding year of service, an additional **five dollars (\$5)** per month until a maximum of **seventy-five dollars (\$75)** in **longevity pay** is reached.

**Wages**

Effective September 11, 1984 - 3% increase.  
Effective September 11, 1985 - a further 2%.

**Company Item of Intent**

The Corporation's 1985 cash operating loss target is TT \$15.M. **Should** there be any improvement on this, the Corporation **will** equitably distribute 50% of the difference to **all** employees.

Committee **unanimously** recommends acceptance.

Signed this day.....March 5th, 1985.....In the City of Toronto.

FOR THE COMPANY

[Signature]  
[Signature]  
Andrew H. Jaz  
Patricia Campbell

FOR THE UNION

[Signature]  
[Signature]  
[Signature]  
[Signature]

39

[Signature]