

COLLECTIVE AGREEMENT

between

TGA SERVICES

(hereinafter referred to as the Company)

and the

INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS TRANSPORTATION DISTRICT 140, and LOCAL LODGE 2323

(hereinafter referred to as the Union)



Effective: May 1, 2012 to April 30, 2016

14988 (01)

TGAS- COLLECTIVE AGREEMENT

ARTICLE 1 PURPOSE

- 1.01 The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between TGA Services, (hereafter known as the Company) and its employees, the International Association of Machinists and Aerospace Workers (hereafter known as the Union) to set forth all Agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement.
- 1.02 In the event that the Company changes ownership, merges with another Company or changes its corporate identity, this Agreement will remain in full force and effect and the certificate issued by the *Federal Labour Relations Board* then in effect shall not be affected in any way except as otherwise governed or directed by the Board. The Company further agrees to enter into negotiations with the Union relative to the protection of employee seniority and other conditions of the Agreement.

ARTICLE 2 SCOPE AND RECOGNITION

- 2.01 The Company recognizes the Union as the Bargaining Agent for all employees of TGA Services employed as ACAP Agents, Lead Hands and Dispatchers in the Province of Ontario, excluding supervisors and persons above the rank of Supervisors.

ARTICLE 3 UNION SECURITY

- 3.01 Membership in the Union shall be available to any employee working for the Company employed as ACAP Agents, Lead Hands and Dispatchers eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local
- 3.02 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment. Subject to Article 10.
- 3.03 The Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted.

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.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Company except as specifically limited by the provisions of the Agreement and, without limiting the generality of the foregoing, it is the exclusive function of the Company:
- a) To hire, transfer, layoff, recall, promote, demote, retire, classify, assign duties, dismiss a suspend or otherwise discipline employees, provided that claim that an employee who has acquired seniority has been dismissed or otherwise disciplined without just cause may be the subject of a grievance under Article 6 of the Agreement
 - b) To schedule days and hours of work for each employee as per Article 18.
 - c) To establish qualification standards for each position as per Article 20.

- d) To establish standards of work performance for each position as per Company policy
- e) To establish standards of conduct for employees as per Company policy.
- f) To establish and enforce such rules and regulations as it deems reasonable and necessary for, inter alia, the maintenance of good order and discipline; assuring the safety of employees and others; safeguarding the property and privacy of others and of, adherence to such rules and regulations.
- g) The control and direction of the employee work force, including the right to hire, suspend or discharge for cause, terminate within the probationary period or to lay off due to staff requirement adjustments as well as any other legitimate reasons, is vested solely in the Company.
- h) It is understood that the Company Policies and Procedures are to be adhered to and are an integrated part of this Collective Agreement.

4.02 Written discipline may be issued only by Supervisors and/or Management.

4.03 It is expressly understood and agreed that the management rights set out in Articles 4:01 hereof are subject to the provisions of this agreement, and shall not be exercised in a manner inconsistent herewith.

ARTICLE 5 UNION REPRESENTATION

5.01 The Company agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:

- a) A Negotiating Committee comprised of not more than three (3) employees, one (1) of whom shall be the Chief Steward, the other Committee members, selected by the employees, to act on behalf of the membership, in negotiating a Collective Agreement, or renewal thereof, with the Company. Members of the Negotiating Committee will maintain their wages with the employer for any time spent in direct negotiations with the Company, and
- b) A Grievance Committee comprised of no more than three (3) Stewards of whom one (1) shall be Chief Steward, selected by the Union, to assist in the presentation under Article 6 of any proper grievance that may arise. The remaining two (2) Stewards shall be elected by the employees.
- c) The Union will elect a total of five (5) Shop Stewards, one of which will be the Chief Shop Steward. These Stewards will be responsible for the administration of the Collective Agreement. The Company shall undertake to communicate with the Union through the Chief Shop Steward or through the Chief Shop Steward's designated replacement.
- d) A Shop Steward or Shop Chairperson/Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 6. He/she shall not leave his/her work station except as provided by the said Article 6 and only after having informed his Supervisor as to the nature of his business and receiving consent to leave. The Supervisor will replace the Steward if operationally feasible.
- e) A Shop Steward or Shop Chairperson/Chief Steward shall be permitted to attend, but only with the prior consent of the Company, this consent will not unreasonably be withheld, such time may be reasonably granted during working hours and will be without loss of pay to perform these functions provided by Article 6. He/she shall not leave his/her work station for any purpose other than as provided by the said Article 6 and must remain within the work premises at all times and must remain in communication with the Company should his/her presence be required to deliver services to a client

of the Company. It is agreed that such permission may be temporarily withheld in the event that he/she is needed to provide a service to clients within the next 15 minutes and must inform the Company as to the nature of the business.

- 5.02 The members of the Negotiating and Grievance Committees shall be employees who have completed their probationary period.
- 5.03 The Union shall notify the Company in writing of the names of the employees who are members of the Committees and/or Shop Stewards. The Company shall not be required to recognize them until so notified.
- 5.04 The Union acknowledges that each of the Shop Stewards and each member of the Grievance Committee has regular work to perform and that he/she shall only absent himself/herself from such work with the permission of the Supervisor, such permission will not be unreasonably withheld. Upon resuming his/her regular duties, he/she shall again report to the Supervisor. The Chief Shop Steward (or his/her replacement) shall not lose pay for time spent during his/her regular scheduled working hours performing the functions set out in Clause 5.01 (b) .
- 5.05 The parties agree that meetings between the Company and the Union shall be scheduled as required to discuss any concerns or issues arising in the workplace with a view to resolving any conflicts when deemed necessary. It is agreed Regional Management and/or the Union General Chairperson or their designate may attend, minutes will be maintained and cosigned by both parties.
- 5.06 The Union will have an opportunity to meet with new hires.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.
- 6.02 It is the mutual desire of the parties that complaints and/or disputes of employees shall be dealt with as quickly as possible, and it is agreed that an employee has no grievance until he/she has first given Management the opportunity to conduct a proper and thorough investigation to ensure the complaint was handled with fairness and integrity. Said investigation should be conducted within 7 days.
- 6.03 Should any difference arise between the Company and any of the employees as to his/her interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Clause 6.02 an earnest effort shall be made to settle such difference in the following manner:

Step One

- 6.04 Subject to 6.02, within seven (7) days after the alleged grievance has arisen the employee and a Steward, shall present his/her grievance in writing, on a standard Transportation District 140 grievance form to the designated Company representative. Any alleged grievance delivered after this (7) seven day period has expired shall be deemed to have been abandoned and may not be pursued. The Company shall respond in writing within seven (7) days from the time when such grievance was presented

Step Two

- 6.05 If within seven (7) days after the decision of Step One has been, or should have been given, and the employee wishes to pursue the grievance, an authorized Shop Steward shall present the written grievance to the person or persons designated by the Company to handle such matters at Step Two. The Division Manager, or his/her designate, shall schedule a meeting to be held within ten (10) days from the time when such grievance was presented to him/her, or his/her designate. At the Step Two meeting, the Manager, or his/her designate, may be accompanied by such other persons as he/she so desires. The General Chairperson of the Union may be present at the meeting at the option of the Union. The Company shall give a decision in writing within seven (7) days immediately following the date of such meeting.

General Provisions

- 6.06 In the event that, in the opinion of the Union, two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step Two.
- 6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days when either party becomes aware of the situation, a meeting shall be scheduled between the grievance committee plus the General Chairperson, or his/her designate, and the Company representative(s) designated for that purpose. This meeting is to be held within ten (10) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting. If no settlement is reached the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement."
- 6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.
- 6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Articles 6 or 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is given by the party who filed the grievance.
- 6.10 Any and all the time limits set forth in Article 6 or 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing. Agreement to the reasonable extension of a time limit shall not be unnecessarily withheld, provided the request precedes the expiry of the time limit.

Dismissal and Suspension

- 6.11 If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and the Union via fax provided by the Union.
- 6.12 If an employee, who has acquired seniority, believes that he/she has been dismissed or suspended without just cause, the grievance shall be presented at Step Two within seven (7) days after notice has been given to the employee and the member of the Grievance Committee. If a suspension is grieved the Company may elect not to put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.
- 6.13 If an employee is dismissed such dismissal will take effect immediately upon the employee receiving notice thereof.

Progressive Discipline

- 6.14 In the event an employee is to be disciplined for contravention of a Company rules (with the exception safety violations or acts that would justify dismissal for cause), the Company shall deliver a verbal warning notifying the employee of the alleged contravention. A Shop Steward may be present when the warning is given. A notice of the warning and the reasons therefore shall be entered in the employee's personnel file and a copy given to the Union.
- 6.15 In the event of a second work rule contravention within the year from the date of the first warning, the Company shall deliver a written warning notifying the employee of this second alleged violation. The Company may suspend the employee, if warranted, and will also warn the employee that a third violation will result in a further penalty, including dismissal for cause, to be specified in the notice. A shop steward may be present when the warning is given and a copy of the warning will be provided to the Union. This second contravention shall be considered cumulative and contributable to the Company's overall position of continued justifiable progressive discipline.
- 6.16 The procedures outlined in sections 6.14 and 6.15 are solely for the purpose of communicating the alleged contravention and the proposed consequence to the employee. Nothing in this section shall be construed in any manner as a substitution for, or waiver of any right to, the grievance process as outlined in this section.
- 6.17 Discipline letters will not be relied upon after one (1) year of employee being discipline free unless otherwise stated in writing.

ARTICLE 7 ARBITRATION

- 7.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to arbitration by notice in writing by one party to the other within seven (7) days from the decision of the Company under Clause 6.05 or Clause 6.07 or of the Union under Clause 6.07. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of that party's proposed Arbitrators. The format of the arbitration will be as mutually agreed and may be single or expedited as per the procedure detailed in Clause 7.07. In the event the parties do not agree to the format the procedure shall be single arbitration.
- 7.02 The recipient of the written notice, referred to in Clause 7.01, shall notify in writing the other party, within seven (7) days after notice has been given, as to the name and address of its proposed Arbitrators. The parties, within ten (10) days of the second notice, shall endeavour to agree upon an Arbitrator but, if the parties are unable to agree upon an Arbitrator within the ten (10) day period, then either party may request that the Labour Board make an appointment.
- 7.03 Subject to Clause 6.06, each grievance submitted to arbitration shall be heard separately.
- 7.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his/her award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but the Arbitrator is not authorized to alter, modify or amend any part of the Agreement.
- 7.05 If it is decided by the Arbitrator that an employee has been discharged or suspended without just cause, the Company will reinstate the employee without loss of seniority and pay, limited to the regular scheduled hours the employee would have worked less any amounts earned from other employment during that period, or will put into effect any lesser settlement agreed to by the parties or determined by the Arbitrator.
- 7.06 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.

7.07 The Company and the Union shall share equally the expenses of the Arbitrator. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

Expedited Arbitration

- 7.08 Expedited Arbitration may be chosen as an alternative form of arbitration to resolve disputes at the discretion of the company. Expedited arbitration will proceed in the manner indicated below
1. Hearings will be in Toronto at locations agreed to by the parties, unless mutually agreed otherwise.
 2. Grievances shall be presented by a designated representative of the Union and a designated representative of the Company.
 3. All presentations are to be short and concise with
 - i) comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed
 - ii) limited use of precedential authorities
 - ii) parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Decisions will be:
 - i) rendered verbally to parties within three (3) working days of hearing
 - ii) confirmed in writing within two (2) calendar weeks of hearing
 - iii) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision
 - iv) without precedent or prejudice to future proceedings unless otherwise agreed by the parties
 - v) binding on both parties
 - vi) consistent with the terms of the agreement.
5. Fees and expenses of the arbitrators shall be shared equally by the parties.
6. It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.
7. A brief of pertinent documents will be jointly presented to the Chairperson.
8. If possible a statement of agreed to facts will be jointly presented to the Chairperson.
9. Responses to opening statements will cover any facts, which are in dispute and any additional facts available.
10. The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

11. Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairperson.
12. Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
13. Arguments will be presented only to points in issue.
14. Mediation of the issue by the Chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

ARTICLE 8 HEALTH AND SAFETY

8.01 The Company agrees to establish and maintain healthy and safe working conditions throughout its operations and will ensure compliance with the applicable Federal Health and Safety Regulations.

In the case where a demonstrated need exists for safety equipment, such will be provided to employees at no cost to the employee. An employee wanting to replace an item of Company property must first present the used item to the Company and receive permission in advance for such replacement.

8.02 Health and Safety Committee

A Health and Safety Committee shall be established as required by applicable Federal Health and Safety laws or regulations.

8.03 Employees to Work in Safe Manner

While at work, employees shall:

- a) Use such safety materials, equipment, devices and clothing as are intended for their protection and furnished to him/her by the employer or as are prescribed:
- b) follow prescribed procedures with respect to the health and safety of employees,
- c) take all reasonable and necessary precautions to ensure the health and safety of:
 - i) himself/herself
 - ii) his/her fellow employees, and
 - iii) any person likely to be affected by the employee's acts or omissions.
- d) comply with all instructions from the Company concerning the health and safety of employees,
- e) cooperate with any person(s) exercising a duty imposed under this Article or any health and safety law or regulation(s),
- f) cooperate with a Health and Safety Committee established for the workplace,
- g) report to the Company anything in the workplace that is likely to be hazardous to the health or safety of the employee, his/her fellow employees or other persons granted access to the workplace by the employer,
- h) Report in the manner prescribed, every accident or other occurrence arising in the course of, or in connection with, his/her work that has caused injury to the employee or to any other person. Such notification must be made immediately.

8.04 Smoke Free Environment

The Company will maintain a smoke free environment for all employees.

ARTICLE 9 SENIORITY

- 9.01 The seniority of an employee means the length of his continuous service with the Company since the date of his/her last hiring by the Company as per Article 10.01.
- 9.02 The seniority of an employee shall be completely lost and his/her employment shall be automatically terminated if he/she:
- a) quits, or
 - b) is discharged and not reinstated in accordance with the provisions of the Agreement, or
 - c) is absent from work for three (3) or more consecutive days without notifying the Company unless he/she gives a reason satisfactory to the Company for his/her failure to so notify the Company, or
 - d) is laid off for a period in excess of twelve (12) months, or
 - e) fails to notify management of his/her intention to return to work within five (5) days of being given notice of recall under Clause 11.02 or fails to return to work on the date of recall as set out in the notice of recall, or
- 9.03 Within thirty (30) days after the signing of this Agreement, the Company shall post the location seniority lists showing the seniority of each employee. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his/her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.
- 9.04 The Company will provide the Union with the current seniority lists showing each employee's seniority date, current address, classification and rate of pay, on June 30¹ of each year.

ARTICLE 10 PROBATIONARY EMPLOYEES

- 10.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed and worked scheduled shifts for one hundred and eighty (180) calendar days at which time he/she shall become entitled to seniority dated from his/her last hiring with the Company. The Company shall have the right to dismiss a probationary employee at their sole discretion and such dismissal shall not be the subject of a grievance under Article 6 or 7 of the Agreement.
- Note: Employees hired and still on probation prior to May 1, 2012 are subject to a ninety (90) calendar day probation period.
- 10.02 Employees who change classification will be subject to a ninety (90) day probationary period in their new classification. Should they not be successful, the employee will retain their seniority in their previous classification.

ARTICLE 11 REDUCTIONS IN WORK FORCE

- 11.01 When there is any reduction in the workforce the Company shall layoffⁿ in reverse order of seniority. The senior employee retained must be qualified to perform the tasks assigned. In the event the employee retained is not qualified for a position for which his seniority might otherwise be grounds for retention, the employee may use his/her bumping rights for a position for which they are qualified. The most junior employees on the seniority list will be laid off first and so on up the list. (A maximum of 3 bumping rights allowed).
- 11.02 Notice sent by registered mail to the most recent address on the employee's employment file shall constitute proper notice. It shall be the responsibility of the employee to inform the Company and the Union of his current address by registered mail or in person provided written acknowledgement is retained by said employee.

11.03 A reduction in forces by termination or layoff will be in compliance with Part III of the Canada Labour Code.

ARTICLE 12 FILLING OF VACANCIES

12.01 The Company and the Union agree that promotions and transfers to higher paid jobs will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned. Where the skill, ability, experience and qualifications are relatively equal, seniority shall govern.

B) The Company and the union agree that temporary assignments to another classification will be assigned to those in the Lead/Dispatch qualified pool. The intent of the qualified pool is to cover short term absences, vacation relief and other absences as required.

To be eligible for Lead Pool you must be a full time ACAP Agent. Qualifications and selection are the same standards as those for a permanent Lead.

To be eligible for Dispatch Pool you must be a full time ACAP Agent or permanent Lead. Qualifications and selection are the same standards as those for a permanent Dispatcher.

For unplanned "day of" absences, should the company require backfill; the company will make every effort to backfill these absences with permanent Lead/Dispatch agents. Overtime will be distributed equitably as per Article 18.09.

For further clarity, for Lead hands and Dispatch agents, during planned vacation periods and known long term absences, the Company will allow a permanent Lead/Dispatch agent to temporarily bid by seniority on the shift pattern of the Lead/Dispatch agent on vacation or long term absence. Only one move will be allowed (I.E. no domino effect).

12.02 All bargaining unit vacancies will be posted for a period of seven (7) days on all Company bulletin boards in the areas. If no applicants are brought forward by this posting within the seven (7) days specified, the Company will fill the vacancy by such other means as it deems fit. The Company shall have the right, for the seven (7) day period to temporarily assign any employee it deems fit to fill the vacancy.

12.03 The seniority of an employee who is transferred to a position outside the bargaining unit shall be retained for three (3) months and must maintain their Union dues for this period. After three (3) months then he/she shall be then removed from the list and will be ineligible to return to the bargaining unit. An employee that is deemed to have been terminated for just cause shall not be eligible to return to the bargaining unit.

ARTICLE 13 LEAVE OF ABSENCE

13.01 The Company may, within its absolute discretion, grant a leave of absence without pay for a period not exceeding thirty (30) days to an employee, such request will not be unreasonably withheld, provided that:

- a) the employee gives notice in writing to the Supervisor of his/her request for a Leave of Absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency), and
- b) In the sole judgment of the Company, the proposed leave of absence will only be granted based on operational requirements.
- c) Leaves of absence of greater than thirty (30) days may be granted by the Company only if deemed to be operationally feasible.
- d) Employees on leave of absence must maintain their Union dues. Failure to maintain Union dues will result in loss of all seniority.

- 13.02 The Company shall notify in writing the applicant of its decision within seven (7) days after the request was made by the employee to the Company. Copy will be sent to the Union.
- 13.03 The Company has agreed that leave of absence will be administered on the following basis:
1. Requests must be made in accordance with Clause 13.01 (a).
 2. Seniority will continue to accrue during such Leave of Absence subject to 13.01 (d).
- 13.04 Upon return from Leave of Absence without pay, an employee shall have the right to be reinstated to a position equivalent to the one he/she occupied at the time he/she left. If there has been a reduction of manpower during the absence of the employee, he/she may exercise his/her bumping rights upon his/her return.

ARTICLE 14 LEAVES OF ABSENCE FOR UNION BUSINESS

- 14.01 The Company may grant a Leave of Absence without pay to not more than two (2) employees, for a combined total period not exceeding fifteen (15) days in any calendar year, to represent the Union at Union conventions, seminars and education classes provided the Company is given thirty (30) days advance notice in writing by the Union and, in the judgment of the Company, such Leave of Absence can be arranged without undue inconvenience to normal operations.
- 14.02 The Company may grant a Leave of Absence without pay to not more than two (2) members of the Grievance Committee for the purpose of preparing for arbitration under Article 7 or other Union business provided the Company is given at least two (2) days advance notice in writing by the Union.

ARTICLE 15 BEREAVEMENT LEAVE

- 15.01 When a death occurs in the immediate family of an employee, the employee shall be granted three (3) days paid bereavement leave. These days will be granted on the consecutive working days after notification to the Company following the day on which the death occurred.
- 15.02 An additional seven (7) days may be granted without pay to facilitate the employee for travel arrangements if the death occurred outside of the province or country.
- 15.03 Every employee who has completed three consecutive months of continuous employment by the employer is entitled to bereavement leave under this section and will be paid at his regular rate of pay for his/her normal hours of work and such pay shall for all purposes be deemed to be wages
- 15.04 "Immediate family" is defined in Section 33(1) of the Canada Labour Standards Regulations. The Company may also consider granting further additional leave, without pay, on a compassionate basis if operationally feasible. The Company may require the employee to provide proof of death or burial if this additional leave is granted.
- 15.05 If an employee is notified of a death in his/her immediate family while on shift, he/she shall be relieved from duty and paid for the balance of his/her shift.
- 15.06 Company may request proof of death.

ARTICLE 16 ILLNESS/ ACCIDENT /INJURY/ ABSENCE

- 16.01 Employees may bank overtime hours up to a maximum of eighty (80) hours per calendar year. This time bank will be used to offset any absence. The employer will maintain the employee's basic wages during any absence or illness if the time bank balance permits. The employees pay stubs will indicate the time bank balance.
- 16.02 In the event that an employee is absent due to illness, or non-occupational injury the Company will continue to pay one hundred percent (100%) of the premiums for:

Life Insurance, dental and extended health benefit plans for the first one hundred and twenty (120) days of illness or non-occupational injury.

After the one hundred and twenty (120) days, the employee is responsible for and must, within a reasonable time, no later than the first day of the month following expiration of the one hundred and twenty (120) days, pay one hundred percent (100%) of the dental and extended health premiums, unless at the commencement of the absence, the employee notified the Company that she/he does not wish to continue contributions after the one hundred and twenty (120) days.

In the event that an employee is absent due to occupational injury, all benefit plans, i.e., Group Life, medical, dental and extended health will continue to be paid by the Company for the duration of treatment and rehabilitation under WSIB.

In the event that an employee is absent due to personal Leave of Absence, or suspension, the employee will continue in all benefit plans at one hundred percent (100%) cost to the employee for duration of the absence.

In the event that an employee is absent due to maternity or child care leave, all benefit plans, medical, dental and extended health will be maintained with the current cost sharing arrangement between the Company and the employee through the duration of the absence.

When an employee is on jury duty, the benefits will be maintained with the current cost sharing arrangement between the Company and the employee through the duration of the absence.

- 16.03 If the Company requests a Doctor's note from the employee to substantiate any absence the company will reimburse the employee provided the employee presents a receipt of payment from the doctor.

ARTICLE 17 MATERNITY/ PARENTAL LEAVE

- 17.01 Maternity/Parental leave shall be as per Part III of the *Canada Labour Code*.
- 17.02 The employee shall give the Company four (4) weeks' notice in writing, of the day upon which she intends to commence the leave.
- 17.03 An employee who does not apply for leave as set forth in Clause 17.02 and who is otherwise entitled to maternity leave, shall be granted a Leave of Absence under Clause 16.02 upon providing the Company with a certificate of a qualified medical practitioner, stating that she was not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of her maternity leave.
- 17.04 No later than one month prior to the expiration of their Maternity/Parental Leave the employee shall provide the Company with thirty (30) days' notice in writing of their intention to either resign or return from leave. This decision may be changed up to fifteen days (15) prior to the expiration of the Leave, where an employee intends to resume their employment with the Company upon the expiration of the leave granted, in accordance with the provisions of Article 16. The Company shall reinstate them to their former position or provide them with alternative work of a comparable nature at not less than the same wages and benefits.

ARTICLE 18 HOURS OF WORK AND OVERTIME

- 18.01 Full Time employees will be scheduled forty (40) hours per week and eight (8) hours per day, inclusive of a paid lunch per location which should be scheduled between the third and fifth hour of the scheduled shift. All employees will be entitled to one half (1/2) hour paid meal period per day and two (2) fifteen (15) minute paid breaks per day. As per the current accepted practice, these breaks may be combined into a one (1) hour break.

All shifts will have two (2) consecutive days off. Shift preferences will be based upon the employee's seniority in the case of posted open shift bids. Site preference will also be based upon an employee's seniority in the case of posted open shifts and general shift bids, but all employees will be subject to the standard rotation and site staffing requirements, as per management's discretion. The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement. The Company shall not impose split shifts within a regular work week.

Notwithstanding the above, The Company may post shift patterns that deviate from the regular shift patterns (5 and 2 with 8 hours days). A maximum of ten (10) per cent of the Full Time Lines may deviate in any bid. These lines must be the equivalent of 2080 work hours per year. Acceptance of the shift patterns will not be reasonably withheld, however the Union may, with valid reason, give thirty (30) days' notice to revert to all regular shift patterns.

Part Time employees will be permitted to work up to twenty-five (25) hours per week excluding overtime. This clause may be amended by mutual agreement between the Union and the Company.

18.02 For the purpose of Clause 18.01 a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 00:01 hours Monday morning and end at 00:00 hours Sunday night.

18.03 An employee who works five (5) consecutive hours of work in a day shall be entitled to a thirty (30) minute paid meal period at mutually agreeable times during such day. An employee who works four (4) hours in a day shall be entitled to one (1) fifteen (15) minute paid break during such day at a mutually agreeable time.

18.04 Whenever possible, the Company will maintain the manpower at each location as per the posted work schedule.

18.05 The Company shall post work schedules at least fourteen (14) calendar days in advance of the implementation of the work schedule. The Company, however, may change posted work schedules due to unforeseen circumstances in which case the Company shall endeavour to contact the employee(s) concerned at least twenty-four (24) hours before such change. In the event the employee receives less than twenty-four (24) hours' notice, all hours worked within the twelve (12) hours will be paid at one and one-half (1½) times their regular hourly rate.

18.06 All hours worked in excess of the scheduled hours of work, referred to in Clause 18.01, shall be paid at the rate of one and one-half (1½) times the employee's regular basic hourly rate.

Example: Eight (8) hours per day.

Alternative shifts may be negotiated by mutual agreement between the Company and the Union.

18.07 In no case shall an employee be entitled to more than one and one-half (1½) his/her regular hourly rate for any time worked in excess of their regular scheduled.

18.08 Each employee is expected to work a reasonable amount of overtime if requested to do so by the Company and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his/her scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Company, the Union and the employee.

18.09 The Company shall endeavour to distribute overtime equitably among qualified employees except where it is not possible to do so. Overtime in excess of four (4) hours will be first offered to Senior Full Time qualified employees on days off. Providing advanced notification for the overtime requirement exceeds two (2) hours. Otherwise, overtime of four (4) hours or

less will first be offered to Full Time employees before or after their regularly scheduled shift. If Full Time employees fail to accept the overtime offered as above, overtime will then be offered to Part Time employees under the same conditions as above.

18.10 An employee may exchange a shift with another employee only with prior management approval, and provide at least 24 hours written notice of the request and that it does not result in additional employee's ability to trade shifts is not intended to allow employees to be absent from the workplace for extended periods of time and/or alter established shift patterns.

Clause 18.06 shall not apply to the hours an employee works in excess of the standard hours as the result of exchanging a shift with another employee. If a shift trade is not honored, the company shall implement the following remedy: the employee who took the shift will have his/her shift trade privileges suspended for thirty (30) days unless proof is provided that the employee was on verified illness leave.

18.11 All employees are required to provide reasonable advance notice when calling absent for all shifts. Reasonable advance notice means that the Company needs to be advised in a timely fashion, whenever possible, the day prior to the scheduled start of the shift, so as to give it adequate time to get a relief employee in to fill the shift at the scheduled start.

It is understood that this may not always be possible. The minimum expectation is ninety (90) minutes prior to morning shifts and three (3) hours prior to all other shifts.

The employee must provide proof that he/she notified the company regarding their absence on the main phone number. Not showing up for work for three (3) or more consecutive days or four (4) days within a calendar year without notifying the Company on the main phone number 416-776-2227 (only this number may be used) unless he/she gives a reason satisfactory to the Company for his/her failure to notify the company will result in immediate termination.

18.12 An employee who reports for work as scheduled is entitled to four (4) hours' pay if no work is available and he/she has not been advised in advance except in cases beyond the Company's control or when an employee has been absent on his/her immediately preceding scheduled work day. This Clause may be amended by mutual agreement between the Company and the Union.

18.13 All time spent in attendance at any proceeding, arising out of actions performed on behalf of the employer or the employers client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the employer.

18.14 An employee who leaves work due to WSIB related injury or illness, which occurred on that shift, requires offsite treatment and prevents a return to work, shall be paid for the balance of their regular or scheduled shift on the day of the injury or illness.

ARTICLE 19 UNIFORM

19.01 The Company shall supply the following uniform items annually at no cost to the employee; (Probationary employees will receive one half of the allotted uniform items listed below subject additionally to the appropriate seasonal requirements of their probationary period.)

<u>Item</u>	<u>Quantity</u>
Shirts	4
Pants	4
Safety Vest (only airside employees)	1
Ear Muffs (only airside)	1 pair
Blazer	2
Winter Jacket (every 3 years)	1
Scarf / Tie	2

- 19.02 The Company will provide one (1) winter jacket every three (3) years to all employees at no cost to the employee. If an employee voluntarily leaves their employment within the first six (6) months, the company will recover the full cost of the Winter Jacket from their final pay.
- 19.03 Should an item be damaged due to reasonable wear and tear within a one year of issue, the company will replace the damaged item providing that it is returned in a timely manner to the Company. The cost for this replacement will be borne at the cost of 100% by the Company. Any lost or damaged uniform components directly due to employee negligence will be replaced at the cost 100% borne by the employee. Employees will have the option to purchase additional items through the company at their cost.
- 19.04 Employees whose employment terminates with the Company will return any item of Company property.
- 19.05 Clean, maintained common rain gear and ear protection will be available at the station for the use of those employees assigned to work outside.
- 19.06 Failure to report to work in full company uniform will result in disciplinary action. No substitutions allowed.

ARTICLE 20 DUTIES OF EMPLOYEES

20.01 ACAP Agents

Employed by the Company to perform the following duties:

- a) Assist embarking/disembarking wheelchair passengers and personal effects from aircraft through port facility to parking facility;
- b) Assist embarking wheelchair passengers and personal effects from parking facility through port facility to parking facility;
- c) Assist wheelchair passengers transfers including Infield terminal including bussing, monorails, PTV etc;
- d) Attend to wheelchair carry on/carry off/stretchers passengers and personal effects and any passenger requiring assistance;
- e) Assess passengers' needs and abilities to make use of the correct mobility equipment;
- f) Carry and operate a radio/pager as required;
- g) Assist special needs passengers and personal effects to ensure a seamless/stress free airport experience using all facilities at the port;
- h) Assist wheelchair passengers with personal effects as required; this does not include passengers checked baggage. Porters may be used to assist with baggage.
- i) Monitor special needs passengers and personal effects in airport, Airline lounges, customer care centers, shopping areas etc;
- j) Must maintain a pleasant and professional demeanor at all times;
- k) Must maintain uniforms dress code at all times;
- l) Fill out passenger log sheets in a comprehensive and accurate manner. m) Perform related ancillary duties.

Qualifications

- a) Physical ability to handle wheelchair passengers including carry off and carry on passengers;
- b) Excellent customer service skills;
- c) Possess strong communication skills;
- d) Proficient in oral and written English language;

- e) Previous health care experience an asset;
- f) Proficiency in French language a major asset
- g) Second Language an asset;
- h) Operate surreys through terminal and parking facilities including assisting passengers and personal effects on and off the surrey;
- i) Employees will be required to successfully pass all initial and recurrent training achieving a passing grade of eighty (80%).

20.02 **Leads Hands**

Employed by the Company to perform the following duties:

A lead is an employee required to perform the same work as any employee in their basic classification, but in addition:

- a) Will act as a working leader to those employees assigned to them.
- b) Will assign work equally and fairly.
- c) Will give direction on the proper use of equipment, work methods and safety practices.
- d) Will ensure assigned personnel and equipment are properly utilized.
- e) Will instruct and train employees in the job.
- f) Will discuss aspects of the operation with the customer.
- g) Will see that safety practices regarding aircraft, employees and equipment assigned to him are adhered to.
- h) Will complete reports as required immediately after departure of the aircraft. Leads will not be required to fill out reports for disciplinary purposes.
- i) Carry and operate a radio as required.

Qualifications

- a) All qualifications applicable to their Occupational Group.
- b) A thorough understanding of the job requirements of their Occupational Group.
- c) The ability to organize job functions within their Occupational Group and direct other employees in performance of these functions.
- d) Must be of good character, neat appearance and safety minded.

Note: all Lead hand applicants must complete Company approved testing with an eighty percent (80%) grade level.

20.03 **Dispatch Agents**

Employed by the company to perform the following duties:

- a) Proficient in oral and written English language and working knowledge and ability in French language.
- b) Monitor and record electronically the SITA, email, fax, PSM notifications sent by Carriers

- c) Answer all calls to meet or exceed SLA agreements and log them.
- d) Monitor the Flight Information display screens and update agents, Leads and Shift Leaders on all operational activities including but not limited to: flight arrival and departure time changes, gate changes, cancellations etc.
- e) Communicate effectively with agents, Leads, Shift Leaders through an electronic device - e.g. radio, scanner, telephone or alternate form of technology
- f) Record all service failures and complaints and update the on-duty Shift Leader
- g) Mitigate any impact to the operation by utilizing current information and communicating it to agents, Leads and Shift Leaders
- h) In conjunction with the Lead Hands, must be able to deploy appropriate staff to the required areas under time constraints that meet the SLA and take necessary/appropriate action to ensure operational integrity. Will assign work equally and fairly.
- i) Maintain radio or other electronic device/wheelchair inventory counts
- j) Any and all other ancillary duties related to the position

Minimum Qualifications

- a) Able to read, write and speak English fluently and ability to communicate in the French language
Note: those currently in the Dispatch classifications who do not speak French, hired prior to ratification are exempt from this requirement
- b) A thorough working knowledge of operations
- c) Able to remain calm and professional under pressure to obtain clear information and relay same precisely
- d) Have superior communication skills and a proficiency in word, excel, radio, telephone, telex, fax any other company systems
- e) Ability to write accurate reports
- f) Effective communication to Customers, Management, Employees and other stakeholders
- g) Conduct yourself in a professional manner at all times

ARTICLE 21 VACATION WITH PAY

21.01 All employees entitled to annual vacation must take their vacation as posted. The Company will post the annual vacation schedule by October 15 of each year. Employees must indicate their choice of vacation selection based on their weeks of entitlement no later than November 15. If an employee fails to advise the employer of their selection the employer will assign the employee's outstanding vacation by December 1.

All employees shall be entitled to an annual vacation with pay on continuous employment with the Company as of the first pay period after their anniversary date and seniority shall be the governing factor in selecting vacation entitlement in accordance with the following:

- i) An employee, with more than one (1) but less than five (5) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.
- ii) An employee, upon completion of five (5) years of service shall receive a three (3) week vacation with pay equivalent to six percent (6%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.

iii) An employee, upon completion of ten (10) years served shall receive four (4) weeks' vacation with pay equivalent to eight percent (8%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.

21.02 "Anniversary date" is one year after date of hire. For the purposes of vacations in a year, calculations of continuous employment with the Company and gross earnings shall be made and paid in the first vacation pay period after the anniversary date. When the employee takes vacation they are paid without interruption.

ARTICLE 22 PAID HOLIDAYS

22.01 The following statutory holidays are recognized in the labour/employment standards legislation under Federal jurisdiction and are recognized as paid holidays:

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

22.02 This section is subject to the labour/employment standards legislation under Federal jurisdiction and may be revised to coincide with any changes made in the labour/employment standards legislation under Federal jurisdiction.

Employees scheduled on a Statutory Holiday do not have the right to refuse to work.

22.03 The parties may agree to designate a day other than the calendar day for the observance of a paid holiday provided that when an alternative day is so designated the provisions of this Article shall apply to the alternative day and not the calendar day of the holiday. Employees may substitute a religious statutory holiday for another religious holiday of their choice with the written approval of management.

22.04 An employee, who qualifies for holiday pay and is not required by the Company to work on any of the above holidays, shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work as per Federal Labour Code.

22.05 An employee, who qualifies for holiday pay and is required by the Company to work on any of the above holidays, shall be paid one and one-half (1YzX) times his/her regular basic hourly rate for time worked on such holiday in addition to his/her pay.

22.06 If any of the above holidays are observed by the Company while an employee is on a scheduled vacation or on his/her regular day off, the Company shall compensate the employee on the following basis:

- a) Payment for the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work, or
- b) A day off with pay, in accordance with a) above, in lieu of the holiday. Such day may be taken in conjunction with his/her vacation or at some other mutually agreeable time.

ARTICLE 23 WAGES

23.01 The Company and the Union agree that the wage formula, as set out in Appendix "A" attached hereto, shall be maintained during the term of the Agreement.

The Company will issue payment to any employee missing regular scheduled hours from his/her bi-weekly pay cheque within four (4) business days of being advised of the shortfall. Failure to comply with this Clause will result in the payment of the outstanding hours at overtime rates. This clause shall not apply if the shortfall is due to an employee's mistake, or if the amount at issue is less than \$50.00. All employees must complete and sign the Company adjustment form. All employee pay cheques will be directly deposited into the employee's bank account.

23.02 It is the intent of the Company to provide Direct Deposit pay cheques into the employee's bank account. All employees must provide the Company with the personal bank account information in order to accommodate this process.

Employees that have shifts commencing between the hours of 1900 and 0300 will receive a shift premium of \$0.35 per hour above the rates as in Appendix A, only for those hours actually worked between the hours of 0000 and 0600.

Example 1

Shift worked: 2100 to 0500. Shift premium will be paid on 5 hours (0000-0500).

Example 2

Shift worked: 0400-1200. As the shift commenced after 0300, there will be no shift premium paid.

ARTICLE 24 MISCELLANEOUS

24.01 The Company will distribute Record of Employment statements in accordance within Federal Regulations.

24.02 The Company shall provide an employee break room with appropriate chairs, tables, refrigerator and microwave.

24.03 All employees will provide change of address notification and phone number within fifteen (15) days of change to the information on file. A copy of this information will be provided to the Union.

24.04 If an employee quits, is dismissed, suspended, goes on vacation, is off work due to a work-related injury, Leave of Absence (LOA), or extended illness, he/she will immediately relinquish all keys, passes, tools and safety equipment to a person designated by the Company. Such designated shall provide a receipt to the employee.

24.05 Half size individual day lockers will be provided where possible for the use of each employee during the employee's shift. Employees shall remove all locks from the lockers at the end of their shift as a courtesy to their union brothers and sisters.

24.06 The company will provide the Union with copies of all correspondence given to any employee.

ARTICLE 25 BULLETIN BOARD

25.01 The Company will provide appropriate space, with the approval of GTAA, for a glass, locked enclosed Bulletin Board for Union use in all work break rooms.

ARTICLE 26 PARKING

26.01 Parking will be provided by the Company for all employees at no cost.

ARTICLE 27 NOTICES

27.01 Any notice in writing which either party gives to the other shall be provided immediately by facsimile and then forwarded by express mail, postage prepaid, addressed as follows:

To the Company

TGA Services
P.O. Box 6036
Toronto, ON L5P 1B2

To the Union

IAMAW Transportation District 140
2580 Drew Road, Suite 203
Mississauga, ON L4T 3M5

27.02 The Company or the Union may change its address for service of notice at any time by notice as set out in Clause 27.01.

ARTICLE 28 INTERPRETATION

28.01 Unless otherwise stated, the word "day" or "days" wherever used herein, shall be deemed not to include Saturdays, Sundays, and paid holidays observed by the Company. This applies to Articles 6 and 7.

ARTICLE 29 TERM

29.01 The Agreement shall be in effect from May 1st, 2012 and continue in full force and in effect until April 30th, 2016

29.02 This Agreement shall remain binding until its expiry date and from year to year thereafter, unless notifications in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served not earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date. In the event such notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for a new Agreement.

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

Signed at Mississauga this _____ day of February . 2012.

TGA SERVICES

**INTERNATIONAL ASSOCIATION of
MACHINISTS and AEROSPACE WORKERS
TRANSPORTATION DISTRICT 140 &
LOCAL LODGE 2323**

Bernard Drag
President

Lou Pagrach
General Chairperson

Juan Garay
Negotiations Committee Member

Bibi Bacchus
Negotiations Committee Member

Daljit Singh
Negotiations Committee Member

APPENDIX A

WAGES

TGA WAGE SCALE:

Service Anniversary	ACAP Agent	Lead Hand	Dispatch
Starting rate	\$11.00	\$14.50	\$17.55
After 1 year service	\$11.50	\$15.00	\$17.75
After 2 years' service	\$11.85	\$15.35	\$17.95
After 3 years' service	\$12.20	\$15.75	\$18.20
After 4 years' service	\$12.45	\$16.05	\$18.40
After 5 years' service	\$12.80	\$16.45	\$18.60
After 6 years' service	\$13.25	\$17.00	\$18.85

- 1) Rate is based on length of service in the specific classification at TGA Services.
- 2) Employees upgraded temporarily to a position in a higher rate of pay or premiums will be paid the applicable starting rate in the applicable classification, including overtime.
- 3) The above rates of pay will be effective May 1, 2012.

A signing bonus of \$125.00 will be paid to all employees employed as of the date of ratification, only if the Company is successful in the ACAP RFP OPS-01-12 process. It will then be paid the pay period following the awarding of the bid to TGNPAL.

APPENDIX B

BENEFITS

The Company and the Union agree that all employees will join the Group Benefits plan provided by the company.

No changes to these benefits can occur unless mutually agreed to between the Company and the Union. The cost of the benefits (invoices received from the Insurer) will be shared on a 50/50% basis between the employee and the Company.

With the ratification of this agreement, effective May 1st 2012, a vision care benefit will be added at no additional cost to the employees. The maximum payable benefit for every 24 months period will be \$200 per individual member, or in case of family coverage, \$200 for each family member covered by the benefit plan.

APPENDIX C

CLEAN SLATE

With the ratification of this agreement the Company will remove any discipline or warning letters from the employees file.

This "Clean Slate" does not apply to any discipline due to time and attendance issues or any "Last Chance" agreements still in force.