

**COLLECTIVE AGREEMENT**

**BETWEEN**

**HUDSON GENERAL AVIATION SERVICES INC.**  
(hereinafter known as the "Company")

**AND**

**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

**LOCAL LODGE 2913**

**AND**

**TRANSPORTATION DISTRICT 140**  
(hereinafter known as the "Union")

**1 JANUARY 2000 to 31 DECEMBER 2003**

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## ARTICLE 1.00 • PURPOSE

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

## ARTICLE 2.00 • RECOGNITION

- 2.01 The Company **recognizes** the Union as the sole and exclusive collective bargaining agency for **all** of its hourly-rated employees at Lester **B.** Pearson International Airport, Toronto, Ontario, except supervisors, storekeepers and **office** employees, in accordance with the Certificate of Recognition issued by the Federal Labour Board.
- 2.02 The Company agrees to give due consideration to **I.A.M. & A.W.** members of other bargaining units who make application for employment.

## ARTICLE 3.00 • RIGHTS OF MANAGEMENT

### 3.01 Retained Rights

The Union acknowledges that it is the exclusive function of the Company:

- a) To maintain order, discipline and efficiency and
- b) To hire, classify, direct, transfer, promote, demote, layoff or dismiss employees, and
- b) To operate and manage its business in all respects in accordance with its obligations. The Company agrees to give **written** notice twenty-four (**24**) hours before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and give a copy of the proposed change to the Union.

### 3.02 Non Waiver of Rights

The foregoing statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company rights, power, authority and functions not specifically enumerated.

### 3.03 Retained Prior Rights

Any of the rights, power or authority **the** Company had prior to this Agreement are retained by **the** Company, except as specifically amended and **explicitly** limited by an express provision herein.

### 3.04 Non-Exercise of Rights, Power or Authority

The Company is not exercising, during the term of this Agreement, any rights, power, authority and function hereby reserved to it, or it is exercising of any such function in a particular way, shall not be deemed a waiver of its right to exercise such a function, nor preclude the Company from exercising the same in some other way not in conflict with the express provisions of this Agreement.

- 3.05 The Company agrees that **its** exclusive functions provided by this Agreement shall be exercised in a manner consistent with the provisions of this Agreement,

## ARTICLE 4.00 . UNION DUES AND UNION MEMBERSHIP

- 4.01 The parties hereto agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.
- 4.02 Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 4.03 New employees shall become members of the Union within thirty **(30)** days of the date they commenced employment and shall maintain membership as a continuing condition of employment.
- 4.04 The Company agreed that all employees covered by this Agreement shall have monthly dues deducted from their wages as a condition of employment. The dues collectible under the constitution and by-laws of the Union, shall be deducted **bi-weekly** from the wages due each employee. The Company agrees to remit monthly to the Union, the dues deducted on or before the twentieth **(20) day** of each month, following the month in which the dues were deducted.
- 4.05 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.
- 4.06 If the **wages of** an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Employer in such month. Should wages be sufficient in succeeding months the Company, without obligation or financial penalty, may make such double deductions as required to recuperate the shortfall.
- 4.07 Deductions from wages, except those required by this Agreement and the Law, shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 4.08 Payroll deductions required by Law, deduction of money due or owing to the Company, deductions for **Hospitalization**, Medical and Group Insurance, shall take precedence over deduction of Union Dues where the wages payable are insufficient to permit the deduction of Union Dues.

## ARTICLE 5.00 - STRIKES AND LOCK-OUTS

### 5.01 Strikes

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

### 5.02 Lockouts

During the term of this Agreement the Company shall not lockout the employees covered hereby.

### 5.03 Subcontracting

It is not the Company intent to subcontract bargaining unit work normally performed by the Company's own employees,

The Company hereby assures the Union that it has no plans to change its practices in this regard and is genuinely interested in ensuring maximum employment opportunities for its own employees consistent with the needs of the Company and its customers.

Prior to any decision to subcontract work the Company will meet with the Shop Committee to discuss the matter and allow the Union an opportunity to suggest ways in which the work might otherwise be performed.

### ARTICLE 6.00 - NO DISCRIMINATION

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

### ARTICLE 7.00 . SPECIFIC PERFORMANCE

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

### ARTICLE 8.00 - UNION REPRESENTATION

- 8.01 The Union shall name a Shop Committee of not more than eight **(8)** members who shall be employees of the Company covered by this Agreement, and wherever possible, one **(1)** member will be from each functional work area including part time employees from Ramp and Passenger Service departments.
- 8.02 Matters pertaining to the interpretation, application or administration of this Agreement may be discussed and adjusted by the Company and the Shop Committee who shall meet on the second **Tuesday of each month at 13:30 hours** with a prepared Agenda of matters to be discussed and adjusted. The Company and the Shop Committee may upon request and by mutual consent meet more often than once for these purposes. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. Only Shop Committee members, a Business Representative and/or International **Officer** of the Union shall be present at such meetings,
- 8.03 The Union may designate and the Company shall **recognize** one **(1)** Chief Steward and not more than ten **(10)** Shop Stewards to represent members in the bargaining unit. Stewards shall be employees' with at least one **(1)** year of seniority. **In** selecting Shop Stewards, the Union will ensure the distribution of Stewards represents the range of classifications covered by the Agreement. The Union will keep the Company informed of the names of the Stewards and the areas they represent. .
- 8.04 The Company **recognizes** that the necessity of performance by a Shop Steward or Chief Steward regarding the functions provided by Article **9.00** for the settlement of a complaint or grievance, can commonly arise during his/her regular scheduled working hours and agrees that, within reason, he/she

shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his/her regular Company duties to attend to such matters he/she shall obtain permission of his/her immediate supervisor, such permission not to be unreasonably withheld, and when resuming his/her regular duties he/she shall report to the Supervisor.

- 8.05 The Shop Committee, Shop Stewards and Chief Steward shall perform the functions herein provided in such manner as to promote good order and shop discipline and with the least possible interference with the regular duties of their employment.
- 8.06 The Company and the Union through their respective members and representatives hereby agree to cooperate in the carrying out of the terms and conditions of this Agreement.
- 8.07 The Company shall grant up to four **(4)** hours once per month without loss of pay to the Chief Steward and Shop Stewards for the purpose of meeting together for Union business. Such meetings shall be scheduled either monthly (**i.e. 1 x 4 hr**) or bimonthly (**i.e. 2 x 2 hr**) and the Company advised in advance. Meetings will be held at times so as to cause as little disruption as possible to the Company's operations and Shop Stewards are to return to work following such meetings unless their shifts have ended during the meeting. The Chief Steward shall issue a schedule of all planned meetings, and advise the Company within seven **(7)** days of any changes to such planned meetings, if possible.
- 8.08 The Company will continue to pay the normal straight time salaries for all designated members of the Union negotiating committee while engaged in direct negotiations with the Company.
- 8.09 The Chief Steward will be a full time position employed on a day shift, Monday to Friday, in order that he/she might be available to discuss Union matters with both the membership and management. The Chief Steward is to be paid the Charge hand rate of the highest classification for which the Chief Steward could qualify. When not attending to Union business, the Chief Steward may work in the bargaining unit as an addition to the normal numbers.

The Company will make an **office** available subject to **contractual** commitments and space availability for the Chief Steward. The Union will require a phone with long distance capabilities. The Company will maintain the monthly telephone maintenance costs and the Union will be recharged for all long distance charges.

#### ARTICLE 9.00 • COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves as quickly as possible and that **adjustment** of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with his/her immediate supervisor (first step grievance procedure hereunder) within seven **(7)** working days of the cause of complaint or right to grieve shall be deemed waived.
- 9.02 Grievance Procedure • First Step
- An employee who has a complaint shall discuss it with his/her supervisor either alone or with his/her Shop Steward with a view to prompt and fair adjustment.
- 9.03 During the discussion of a complaint, if it is mutually agreed that witnesses would aid in settling the grievance, they may be requested to attend. Should the employee not receive satisfaction from his/her Supervisor in regards to the complaint, he/she may state his/her grievance in writing on the appropriate form and the Chief Steward or Shop Steward will present it to the Supervisor.

The Supervisor will render his/her decision in writing, within three **(3)** working days,

**9.04 Grievance Procedure - Second Step**

Should an employee not receive satisfaction from his/her Supervisor in regard to a complaint made pursuant to Clause **9.03** above, within **five (5) working** days, the Chief Steward or Shop Steward shall meet with the Department Manager or his/her designee to attempt to adjust the grievance. Within **five (5)** days following this ~~meeting,~~ the Department Manager or his/her designee shall deliver to the Union his/her answer in writing.

**9.05 Grievance Procedure - Third Step**

Should the decision made at Step 2 be unsatisfactory the Union may appeal to the General Manager within seven **(7)** days. Within five **(5)** working days, the General Manager shall meet with the Shop Committee and Business Representative to discuss the matter. The General Manager shall deliver to the Union his/her ~~answer~~ in writing to the Union within five **(5)** working days, following the meeting.

**9.06 Settlements Relating to Classifications**

Any changes in an employee's classification made in a settlement from a grievance, shall take affect at the beginning of the next pay period, following the date on which the grievance was presented in the Third Step, as provided by Clause **9.05** unless some other date has been agreed to in the settlement.

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

**9.08 Unsettled Disputes**

Any matter discussed by the Company and the Union, pursuant to Clause **8.02**, herein which is not resolved to the satisfaction of both parties, and any dispute over the settlement of a grievance at the Third Step, may be required by either party to be submitted to arbitration, provided that it shall be deemed to be settled or abandoned if, within ten **(10)** working days after a final decision has been announced, neither party shall have given written notice of intent to submit the matter to arbitration,

**9.09 Discipline and Dismissal**

Within three **(3)** working days the Union shall be notified in writing of any disciplines ~~or~~ dismissals and on request from the Union, the Company shall furnish the reason for same.

**9.10** Any employee who has been suspended or dismissed, will be given an opportunity to have a private interview with his Steward so as not to disrupt the operation.

- a) Prior to any suspension or discharge, except in the **case** of physical violence, immediate safety hazard or theft, the Company agrees to meet with the Union and discuss the matter.
- b) Whenever an employee is involved in an accident the Company **will** contact a Shop Steward or a Union Member of the Safety Committee to ensure such representative is on the scene as integral to the investigation. Nothing in this clause shall be construed to prevent the Company from suspending an employee with pay, pending a hearing.

**9.11** An employee with seniority who feels that he/she has been unjustly suspended or dismissed may present a grievance and the same shall be entered at the Third Step of the Grievance Procedure provided by Article **9.05** herein. Also, provided that the right to grieve shall be deemed waived if a grievance has not been presented within **five (5)** working days after the separation of employment or aforesaid disciplinary action.

**9.12** Failing settlement by the said grievance procedure, a grievance regarding discipline or dismissal may be submitted to arbitration as provided by Article **10.00** herein, and the arbitrator shall make such settlement as he/she deems just.

- 9.13 Observation complaints, memorandums, reminders, etc. issued to an employee in connection with his/her work performance shall not become part of the employee's disciplinary record.
- 9.14 a) Disciplinary letters shall be removed from an employee's personnel record after a period of one **(1)** year from the date of issue. They shall not be used in any disciplinary matters including arbitration, once such letters are removed, provided such employee's record is clear of any reprimands or warning for the one **(1)** year period.
- b) All employees can reply to any adverse written report on his/her file and such reply will become part of the employee's file.
- c) Employee's receiving written disciplinary letters on their personal files shall be made aware of such by the Company. The Chief Steward will be copied on all such correspondence.

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

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is **arbitrable**, may be submitted to arbitration by the parties hereto as herein provided.
- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they shall have attempted to arrive at a settlement by the means provided by Clause **8.02** and Article **9.00** herein.
- 10.03 Within five **(5)** working days after notice of intent to arbitrate has been given as provided in Clause **9.08** herein, the Company and the Union shall attempt to jointly name an arbitrator. No person may be named as an arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.04 The parties hereto shall **jointly**, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 10.05 If the parties fail to reach agreement on an arbitrator within ten **(10)** working days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an arbitrator.
- 10.06 The arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall **he/she** alter, modify or amend any part of this Agreement.
- 10.07 The proceedings of arbitration shall be expedited by the parties hereto.
- 10.08 The decision of the arbitrator shall be final and binding upon the **parties** hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen **(15)** working days after receipt of the award.
- 10.09 The **parties** shall each pay one-half **(½)** of the expenses of the arbitrator.
- 10.10 Back Pay Awards
- The Company shall not be required to pay back wages or other forms of compensation for any period prior to the date of the event, which gave rise to the grievance unless awarded by an arbitrator.
- 10.11 Multiple Hearings
- The arbitrator may hear and determine only one **(1)** grievance at a time without the express agreement of the Company and the Union.



## 10.12 Limitations

Grievances and disputes, which the Union does not allege, are violations of any specific provision of this Agreement are not subject to arbitration. This Article shall not apply to a breach of the strikes and lockouts provision of Article 5.00, or to any matter, which is an unrestricted right of management under Article 3.00 of this Agreement.

## ARTICLE 11.00 PROBATION

- 11.01** The first three (3) months worked by an employee shall be a probationary period during which the Company may assess whether an employee is suitable to be retained and, if so, where in the Company's operations he/she may best be employed. Where in the opinion of the Company a probationary employee is determined as not suitable, such determination shall not constitute a difference between the parties for the purposes of arbitration.
- 11.02** An employee shall be a probationary employee without seniority for the first three (3) months worked.
- 11.03** The probationary period pursuant to Clause 11.01 above maybe extended by mutual agreement between the Company and the Union for up to an additional three (3) month period in certain circumstances after discussion with the Shop Committee.
- 11.04** Any person **re-employed** by the Company after having been separated from its employment shall, when **re-employed**, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 13.00 herein or an employee on leave of absence, as provided by Article 14.00 herein, shall not be deemed to have separated from employment and shall not again be a probationary employee should he/she return to work.

## ARTICLE 12.00 • SENIORITY

### 12.01 a ) Definition

Seniority is defined as an employee's period of continuous service with the Company, measured from the most recent date of hire. Continuous employment shall mean without a break in employment except for vacations, general holidays and **authorized** leave of absence.

#### b) Employee

Persons who are employed to perform the work covered by the classification listed in Schedule "A".

#### c) Pull Time Employee

An employee who normally works the full number of daily and weekly hours of work in Article 17.01 of this Agreement.

#### d) Part Time Employee

An employee who normally works only part of the regular work day or of the work week subject to Schedule "F" of this Agreement.

- 12.02** On the date of completion of his/her probationary employment an employee's seniority shall date back to the day on which his/her employment began and thereafter shall accrue as provided herein.

- 12.03** It is understood that in the use of seniority, the employees retained, promoted or assigned shall possess the qualification for the work required.

12.04 Subject to Clause 12.05 herein, an employee's seniority shall pertain solely to the occupational group containing his/her classification. The occupational groups, which the parties hereto have agreed upon for this purpose, are listed in Schedule "A".

12.05 a ) Employees temporarily assigned to a higher classification shall receive the rate of pay for such classification, but shall not accrue seniority for the temporary period.

b) An employee who is permanently transferred from one classification to another shall continue to accrue seniority in his/her old classification for a period of sixty (60) days, after which if the transfer remains in effect he/she shall then accrue seniority in his/her new classification and Occupational Group. Such employee shall retain any accrued **seniority** in previous classifications.

This sixty (60) days is to provide both the Company and the employee time to evaluate the employee's suitability in the new classification and to protect the bidding integrity for those employees with seniority in the **classification**.

12.06 When full time positions become available in classifications where part time employees are **utilized**, such full time positions shall be offered to the part time employees in the classification by seniority without prejudice to the employees wishing to remain part time.

12.07 A part time employee who obtains a full time position will be slotted in the full time **seniority** list where his/her date of hire places him/her.

12.08 a ) **Occupational Group Seniority** shall be used to bid posted vacancies, vacation and shifts within the Classification.

b) Classification Seniority shall be used for assignments to training and to determine lay off and recall to specific classification subject to the employee having enough occupational group seniority to avoid lay off.

c) Total Seniority (employees total bargaining unit service since date of last hire) shall be used to determine vacation entitlement, posted vacancy bids posted outside of the original Occupational Group, leave of absence and any other matter not covered by either Occupational Group or Classification Seniority.

#### 12.09 Termination of Seniority

Employee status and seniority shall both terminate when:

a) An employee voluntarily terminates his/her employment;

b) An employee is discharged for just cause;

c) An employee has been on lay off for twelve (12) consecutive months;

d) An employee fails to report for work after recall from lay off within ten (10) calendar days of mailing receipt of notice of recall subject to Clause 13.04 (unless "extenuating circumstances" prevent the employees from doing so). Such notice to be by certified mail return receipt requested to employee's last known address with Company;

e) An employee fails to report for work at termination of leave of absence;

f) An employee retires;

g) An employee no shows three (3x) times in a twelve (12) month period;

h) Subject to all provisions of this Article 12.00, seniority shall be retained for a period not to exceed nine (9) months by an employee who is promoted to salaried employment under this

agreement. After which **he/she shall** be then removed from the list and will be ineligible to return to the bargaining unit.

- i) An employee who has been unable to work, due to illness or injury for twenty-four **(24)** months
- j) At age sixty-five **(65)**
- k) An employee who, while on sick leave, fails to provide a medical prognosis, when requested. The cost of the document will be at the Company's expense.

**12.10** The Company shall maintain and post seniority lists. In addition to the seniority lists posted, the Company will provide the Union with two **(2)** seniority lists; one to the Shop Committee and one to the Union **office**. Errors to be rectified with no monetary penalty **suffered** by the Company.

#### **12.11 Restoration of Seniority**

By agreement of the parties hereto seniority may be restored in whole or in part to an employee who has completed probationary employment as provided by Article **11.00** herein or to any person who has lost seniority for cause provided by Clause **12.09** herein.

- 12.12** a ) No employee with more than twenty-four **(24)** months of service in a **classification** will be laid off out of seniority order who has not had an equal opportunity to perform the **function** as other employees being retained for the job.
- b) It shall be deemed as opportunity if an employee was asked to take training and refuses. Records of training that show an employee failed to meet the required standards shall also be deemed as opportunity.
- c) Language qualifications are the sole responsibility of the individual employees and are not subject to the seniority or training provisions of Clauses **12.12 a)** and **b)** above.
- 12.13** When an employee with seniority is promoted or recalled to full time status from part time status **all** benefits will be payable when due, pursuant to the provisions of the current Collective Agreement. An employee recalled during the bidding process may exercise his/her seniority for the bid. An employee recalled during a schedule will be assigned to the vacant shift by the Company.

#### **ARTICLE 13.00 LAY OFF AND RECALL**

- 13.01** Should there be a cause such as fire, flood, explosion, or Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees **affected** thereby shall be laid **off** by reverse order of seniority within twenty-four **(24)** hours notice. In the event of a partial resumption of operations, the employee **affected** shall be recalled by seniority.
- 13.02** The Company shall notify the Union as soon as possible prior to any lay **off**. All employees shall receive at least fourteen **(14)** days' notice of any lay **off**, except in the case of lay **off** as defined in Clause **13.01**.
- 13.03** Recall shall be by registered mail or wire to address last tiled by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and **notification** of each recall made by personal interview. A previous employee with seniority must keep the Company informed of any change of address by registered mail.
- 13.04** If within ten **(10)** calendar days of mailing notice of recall an employee shall have failed to notify the Company that he/she intends to return to work or to have satisfied the Company that he/she is unable to return because of accident or illness or other sufficient cause, he/she shall lose all seniority and his/her name shall be removed from the seniority list unless "extenuating circumstances" prevent the employee from doing so.

if an employee wishes to accept the position for which he/she is being recalled, he/she must stipulate the same in writing, prior to the commencement of his/her first shift. Failure to do so would constitute a refusal to recall.

**13.05 Lay off For Extended Periods**

This shall be any lay off other than as defined in Clause 13.01. In the event of lay off, seniority as defined in Clause 12.08 herein, shall determine the employees to be retained.

- 13.06** The Company has the right to lay off employees to the extent it determines necessary. In the event of a lay off the following procedure will be followed.
- 13.07** Subject to Clause 12.08 above, the least senior employee in affected classification shall be declared redundant in that job.
- 13.08** Such employees who have previously worked in a lower classification covered by this agreement shall have the right to resume a position in the classification and shall be entitled to seniority in that job.
- 13.09** If, as a result of exercising this right to resume employment in lower classification in which he/she has previously worked, there is a surplus of staff in that classification, then the least senior employee in that classification shall be redundant. This process shall continue so long as redundant employees have previous seniority in lower classifications. The persons to be laid off will then be the most junior in the lowest classification.
- 13.10** In the event that an employee who is redundant in any classification has no previous seniority in any other classification, he/she shall be eligible to be considered for employment in another classification only where a vacancy exists. He/she shall be laid off with recall rights in accordance with this Agreement.
- 13.11** The Chief Steward, President, Recording Secretary and Financial Secretary of Local Lodge 2913 will have top seniority in their classification for purposes of lay off only, and shall be retained in employment regardless of seniority so long as there is work available that the employee is competent to perform.
- 13.12** When work is available in any classification from which there has been a lay off, seniority in the said classification shall be recalled before any other person is transferred into or hired into it. Full time employees who are laid off may elect to return as a part time employee with two (2) weeks written notice to the Company at any time during their lay off.
- 13.13** An employee who has been laid off shall be listed according to seniority after the date of lay off to, and remain on the seniority list for recall for a maximum of one (1) year for all employees. if not recalled to work during that time, his/her name shall then be removed from the seniority list.
- 13.14** Where a more senior employee is laid off due to the lack of language qualifications, then the less senior employee(s) retained will not be eligible for transfer, shift changes or overtime outside of the job they were retained for, until such senior employee(s) have been recalled, or their seniority terminated pursuant to Clause 12.09 (c).
- The senior employee so displaced will be given the opportunity to displace a less senior employee if he/she attains the language qualification to do the job he/she was denied, within the time limits specified above.
- 13.15** It is understood that in the use of seniority the employee retained must possess the qualifications for the work required pursuant to Clause 12.03 herein,

**ARTICLE 14.00 • LEAVE OF ABSENCE**

- 14.01** Leave of absence without pay may be granted by the Company upon **two** weeks written notice except in special circumstances, for a period not exceeding sixty **(60)** calendar days. Such leave, when granted, shall be without loss and with accrual of seniority. The Company shall supply request forms and make them readily available to all employees.
- 14.02** The Company shall inform the Union of leave of absence without pay granted by the Company for more than sixty **(60)** calendar days. Such leave of absence shall cause loss of all seniority.
- 14.03** a ) On request of the Union, the Company may grant leave of absence, without pay, to officials of the Union or their delegates for the transaction of Union business provided that such leave of absence shall not exceed an aggregate of thirty **(30)** days in any calendar year for any such employee except that leave of absence not exceeding two **(2)** weeks at any one time shall be granted such **officials** or delegates for the purpose of attending Trade Union conferences and Training courses. In any event, such leave of absence shall be restricted at any one time to a maximum of four **(4)** employees.
- b) The Union Negotiating Committee shall be granted the time off work without pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement. The negotiating committee shall be comprised of one **(1)** member from each department and shall include at least one **(1)** part **time** member.
- 14.04** On request from the Union, the Company shall grant leave of absence without pay to an employee for a period not exceeding four **(4)** years for full time employment by the Union provided that the number of employees who, at any time, shall be granted such leave shall be mutually agreed upon. Seniority shall continue to accrue during such leave of absence.
- 14.05** Female employees with seniority shall be granted leave of absence without pay and without loss of seniority for pregnancy, and in accordance with the Provisions of the Canada Labour Code.
- 14.06** Childcare leave shall be granted in accordance with the Provisions of the Canada Labour Code to any employee with seniority as follows:

#### LEAVE FOR EMPLOYEES WITH **CHILDCARE RESPONSIBILITIES**

- a) An additional twenty-four **(24)** weeks of unpaid childcare leave with the same qualifying requirement is available to employees on the birth or adoption of a child, with entitlement extended to both parents, whether natural or adoptive. The employee must give the Company a minimum of seven **(7)** days advance notice prior to their return date.
- b) As a consequence, natural mothers are entitled to a maximum of forty-one **(41)** weeks (seventeen **(17)** weeks' maternity, twenty-four **(24)** weeks' childcare).
- c) An employee is not obliged to take maternity leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.
- d) An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.
- e) Pension, health and disability benefits and seniority continue to accumulate during an employee's leave of absence for family responsibilities.
- f) An employee is entitled to **receive** employment information (i.e. Job Postings) during the **leave**.

- g) No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take childcare leave.
- 14.07 On furnishing proof satisfactory to the Company of inability to work because of illness or injury an employee shall be granted sick leave without pay for a period not exceeding two (2) years.
- 14.08 Any employee retaining benefits as specified in Clause 14.06 e) and 14.07 above must pay their portion of the said benefit premium by a monthly cheque in advance.

#### ARTICLE 15.00 • JOB POSTING

- 15.01 The Company and the Union agree that promotions and transfers to higher paid jobs or to better jobs with equal pay will be based primarily on the skill, ability, experience, qualifications and seniority of the employee concerned. Where the skill, ability, experiences and qualifications are relatively equal, seniority shall govern. The Company agrees not to discriminate against present employees who have not been trained i.e. if a job is posted, the Company will not take a position that only trained employees may qualify. The Company shall supply Job Posting application forms and make them readily available to all employees.
- When selecting applicants, the Company shall compare employees on the same basis for the same job and shall provide the Shop Committee with the comparisons if requested in a dispute.
- 15.02 All bargaining unit vacancies will be posted for a period of seven (7) days on all Company bulletin boards in the areas. If no suitable 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 may deem fit.
- 15.03 Prior to going on vacation or any other authorized leave of absence, an employee will notify their respective Department Manager in writing, of any position they wish to apply for in the event a job is posted during their leave. This letter will remain active for a period of twelve (12) months.
- 15.04 The Company will post permanent management positions for one (1) week to allow applications from bargaining unit members, however, such posting shall be only to provide notice.

#### ARTICLE 16.00 • POSTING NOTICES

- 16.01 The Union may post notices concerning the Union meetings and activities at specific places on Company premises, subject to Company approval.
- 16.02 The Company shall supply suitable "Union only notice boards" subject to agreement between the Shop Committee and Company as to size and location(s).

#### ARTICLE 17.00 • HOURS OF WORK AND SHIFT ARRANGEMENTS

##### 17.01 Purpose of Article

Nothing in this Article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week. Prior to invoking this clause, the Company will meet with the Shop Committee to look at other options.

##### 17.02 Hours of Work

- a) The regular full time work week shall consist of forty (40) hours inclusive of one half (½) hour uninterrupted paid meal period each day.

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

- i) Five **(5)** consecutive eight **(8)** hour days followed by two **(2)** days off
- ii) Four **(4)** consecutive ten **(10)** hour days followed by three **(3)** days off.
- iii) **Six (6)** consecutive eight and **one-half (8.5)** hour days followed by three **(3)** days off. Employees working this rotation will have the twelve **(12)** hour difference, from the expected earnings of **i)** above, will be made up on a prorated basis on the first pay **period** in December of each year.

The full time compliment in each department will solely be determined by the airlines' schedules. Any eight **(8) consecutive** hour requirement in one **(1)** day for five **(5)** consecutive days or ten **(10)** consecutive hour requirement in four **(4)** consecutive days pursuant to **17.06** shall constitute a **full** time position.

- b) Where full time shift schedules provide for non-consecutive days off, such shifts shall be made by mutual agreement of the parties to this Agreement.
- c) Full time shifts will be arranged so that employees will not be required to move from one **(1)** starting **time** to another more than twice in any one **(1) shift** period between days off example:

Start    **7:00 a.m., 8:30 a.m., 10:00 a.m.**  
 Not     **7:00 a.m., 8:30 a.m., 10:00 a.m., 7:00 a.m.**

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

- d) Part time employees shall not normally be scheduled to work more than thirty **(30)** regular hours per week. This clause shall not restrict the employer's right to schedule employees for overtime or vacation relief.
- e) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in airline schedules.

#### **17.03 Meal Periods**

The paid meal period in an eight **(8)** or eight and one half **(8½)** hour shift shall commence not earlier than two **(2)** hours and fifty-nine **(2.59)** minutes from the start of the scheduled shift and no later than five **(5)** hours from the start of the scheduled shift.

The paid meal period in a ten **(10)** hour shift shall commence not earlier than three and one half **(3½)** hours from the start of the scheduled shift, and no later than **six (6)** hours from the start of the scheduled shift. The above meal periods may be extended by one half **(½)** hour. An employee may elect to take a meal break outside of these hours with the permission of the Duty Supervisor. Employees' working the ten **(10)** hour day rotation shall be entitled to one half **(½)** hour early leave on one **(1)** day of each four **(4)** and three **(3)** rotation as determined by the Company.

#### **17.04 Shift Bids**

- a) The regular schedule of shifts shall be posted and copies supplied to the Union. When it is necessary to change shift schedules to allow for changes in airline schedules, notice shall be given to the Union. The regular **full** time schedule or shifts will normally be supplied to the Union at least twenty-one **(21)** days prior to the start of the schedule. Part time schedules "normally" fourteen **(14)** days prior to,
- b) When the Company makes up the regular shift schedules consideration shall be given to improving shifts for employees with longer service where practicable. The departmental schedule committee (made up of three **(3)** employees selected by the Union for the Passenger Services department, five **(5)** employees in the Ramp Service department, and three **(3)** from the Cabin Services department, and two **(2)** from the Equipment Maintenance) shall be given

an opportunity to present their views prior to implementation of the schedule. If the schedule committee disagree with the proposed schedule they may propose an alternate schedule ~~that~~ meets the coverage required by Company. If the proposed schedule is not acceptable to the Department Manager the Committee may appeal to the General Manager and he/she shall render his/her decision within forty-eight **(48)** hours. Such a proposed schedule shall not be unreasonably denied.

- c) It is understood and agreed that both parties will work together in an effort to ensure proper functioning of the above. The Department Manager shall provide the Union committee with the daily requirement necessary to make up the schedules. Shift bids or assignments in Passenger Services shall be based on airline requirements and qualifications.
- d) Shift bids will normally be for a minimum four **(4)** week period.
- e) Passenger Service employees, due to contractual requirements, must remain with the carrier or carrier group of their permanent assignment or initial bid for a minimum one **(1)** year period, unless movement is mutually agreed to by the Company, and the Union.
- f) Pursuant to Clause **17.04 (e)** any employee trained in ticketing, weight and balance, load planning or baggage tracing systems must bid into ~~the~~ respective function and remain performing this specific function for a minimum one **(1)** year period.
- g) In response to a yearly posting, any employee wishing to move out of an area, as specified in Clauses **17.04 (e) and 17.04 (f)**, may submit their request in writing. A maximum of ten **(10)** percent of each complement may move in order of seniority.

In the event of a new area as specified in Clause **17.04 (e)**, an additional ten **(10)** percent of each complement ~~ay~~ move in order of seniority, in response to a posting.

The above clause is not intended to restrict advancement or training.

#### **17.05 Changes to Requirements**

The Company reserves the right to reschedule hours without penalty in accordance with the following criteria:

a) **Full Time**

The Company reserves the right to change the full time schedule in its entirety in an emergency situation or change an individual shift or schedule plus or minus two **(2)** hours on seventy-two **(72)** hours notice, for the remainder of the bid.

b) **Part Time**

- i) Add hours with seventy-two **(72)** hours' notice.
- ii) Change hours with forty-eight **(48)** hours' notice.
- iii) Cancel hours with twenty-four **(24)** hours' notice.

Added hours are assigned to available employees, in order of seniority on designated days (shaded days) prior to days off.

Employees who have had shifts cancelled will be given first opportunity for additional shifts in seniority order.



(c) **Voluntary Shift Changes**

- i) Voluntary shift changes agreed to by qualified employees for their own convenience must be **authorized** by the Company.
- ii) The onus is to accommodate the change(s) requested unless to do so places an economic or operational burden on the Company.
- iii) Such requests must normally be submitted for approval with a minimum of twenty-four **(24)** hours notice. Urgent situations which require sudden changes will be approved or denied on the same basis. (i.e. economic or operational burden)

More than two **(2)** trades will not be approved, in a twenty-four **(24)** hour period.

**17.06** Notwithstanding the foregoing clauses, qualifications and contractual commitments will be the governing factor in any schedule bids within any department.

**17.07** **Lateness**

- a) Deductions for employees late for work shall be calculated as follows:

0 - 5 minutes	no deductions
6 - 17 minutes	15 minutes deduction
18 - 32 minutes	30 minutes deduction

- b) The 0 - 5 minute lateness allowance is limited to twice **(2)** any calendar week. Thereafter, any lateness whatsoever will mean an automatic minimum deduction of fifteen **(15)** minutes.
- c) Any employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.
- d) The above allowances are for pay purposes only and excessive lateness will be subject to progressive discipline.

**17.08** **Job Rotation**

- a) In the event an employee with less seniority is upgraded or job rotated under this clause over an employee with more seniority, the senior employee(s) may appeal such to the General Manager and the General Manager shall review such decision with the Shop **Committee**.
- b) The Company and the Union **recognize** the desirability for job rotation on an equitable basis.
- c) Job rotation shall be based on seniority and ability to do the work required in the allocation of job rotation assignments.
- d) Where the Company passes over a senior employee for such rotation, the Company will discuss with such employee the reasons why in an effort to allow the employee an opportunity to improve him/herself for future job rotation opportunities.

**17.09** All Equipment Maintenance employees shall be entitled to a ten **(10)** minute paid wash-up period prior to the end of their shift,

ARTICLE **18.00** • OVERTIME

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

- 18.01 a )** The Company will distribute overtime on an equitable basis and will post a weekly summary of overtime hours worked, on the bulletin board. Employees shall have the right to refuse overtime, but such refusal will be recorded against an employee as overtime worked in accordance with the agreed timetables by the Union Shop Committee and management.
- b)** Overtime will be recorded on a per annum basis effective from January **1st** of each year.
- c)** Dependent upon requirements and qualifications, overtime will be offered to employees in the following order:
- i)** Low Full Time on shift
  - ii)** Senior Part Time on shift
  - iii)** Low Full Time off duty has regard to the employee's next shift.
  - iv)** Senior Part Time off duty having regard to the employee's next shift.

It is understood that the above does not apply to extending part time employees' hours but is for actual overtime requests. The present practice regarding extending part time employees' hours shall continue to apply only after the above sequence is exhausted. Low shall mean the employee with the lowest number of overtime hours on the tables in **18.01 (a)** herein at the time the overtime is requested.

- d)** The Company shall post such overtime **records** on bulletin boards where employees affected can view them.
- e)** Employees desiring overtime shall list their names in the overtime book. Overtime shall be requested from amongst those listed pursuant to the procedures in **18.01** herein.
- f)** An employee will not be deemed to be bypassed under the following conditions:
- i)** He/she refuses the overtime, while being canvassed in the usual manner
  - ii)** He/she has no telephone or has not supplied the Company with his/her telephone number.
  - iii)** The complainant has the opportunity to correct the error or omission prior to its occurrence.
  - iv)** A legitimate clerical error.
  - v)** **CDF** Aircraft 2 employees for Ramp overtime **until** all eligible Aircraft employees' opportunities have been exhausted.
  - vi)** Aircraft 1 employees for Security Escort overtime until all eligible Aircraft 2 employees' opportunities have been exhausted.

All other bypasses will be considered to be legitimate and the Company will compensate by payment of wages for monies lost as a result of being bypassed for all hours he/she would have worked with no pyramiding of payment for any subsequent overtime. Overtime is subject to Clauses **13.14** and **12.03**.

- g)** Pursuant to the asking order in **18.01 (c)** herein, employees desiring overtime on their day off will record their name under the appropriate date in the "overtime book". It is agreed that **call-outs** for day off employees will be in order of low person for full time and seniority for part time of those employees recorded in the book prior to moving on the general list.

**18.02** An employee shall be compensated for overtime work as follows:

Employees shall be compensated for all **authorized** overtime hours worked at one and one-half times **(1 ½x)** their regular hourly rate.

**18.03** An employee, who has completed his regular shift and has clocked out and is then recalled to work extra time, shall receive a minimum of three **(3)** hours' pay at the appropriate overtime rate. This does not apply to overtime worked prior to commencement of a scheduled shift and continuing to the commencement of that shift,

**18.04** An employee working two **(2)** hours of overtime prior to following his/her regular shift shall be allowed a thirty **(30)** minute paid meal break to be assigned so that the employee will not work more than five and one-half **(5½)** hours at one stretch. There shall be a minimum of three and one-half **(3½)** hours between meal break.

**18.05** In this Article **18.00** "authorized time worked" shall mean work requested and properly **authorized** by the Company and shall not mean work by mutual arrangement between employees for their own convenience.

**18.06** For the purpose of calculating overtime, a day shall be reckoned from the **start** of one shift through the start of the next shift, during which all hours worked will be calculated in accordance with Article **18.00**. When the next shift does not fall on the following day, i.e. that day being a rest day, then the rest day shall be calculated twenty-four **(24)** hours from the start of the previous shift.

There shall be a minimum of eight **(8)** hour's breaks between shifts.

**18.07** Except for unforeseen operational emergencies no employee will be allowed to work more than sixteen **(16)** hours in any twenty-four **(24)** hour period. The shift steward will be advised prior to such action to allow time for any alternate arrangement to be made.

- 18.08** a) Each employee shall have the option to participate in the Time Bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who elect to either participate or not shall be bound by that decision for the life of this Agreement.
- b) Credits in the Time Bank will be subject to the following provisions:  
The total hours in the Time Bank cannot exceed eighty **(80)** for full time employees and forty **(40)** for part time employees.
- c) Any employee opting into the Time Bank must have their overtime credits at a minimum of either forty **(40)** or twenty **(20)** hours, (whichever applies) before they are allowed to withdraw any hours.
- d) For credit purposes, all overtime hours shall be converted to straight time hours based on the regular overtime payments for overtime worked in Article **18:00** herein; i.e. four **(4)** hours of overtime equals six **(6)** straight time hours.
- e) All banked hours shall be paid at the rate earned at the time the credit was earned regardless of wage increases occurring in the interim period between earning the credit and liquidating the hours.
- f) Banked hours shall not be carried over from year to year period. If any employee has not liquidated any banked hours by December **31<sup>st</sup>**, of any year, said employees shall be paid for any remaining hours at the next closest pay period.
- g) Time banked hours cannot be used to supercede annual vacations or Statutory Holiday entitlement of other employees.
- h) Subject to operational requirements, employees may liquidate Time Bank hours on a minimum of eight **(8)** hour basis for full time employee, four **(4)** hour basis for part time employee, with

minimum ten **(10)** calendar days notice and a minimum of **thirty (30)** days notice on a first come first serve basis. Where requests are made at the same time, **seniority** shall apply.

- i) The maximum number(s) of employees allowed away at one time in each department is as follows:

Ramp:	4
Passenger Services:	2
Cabin Services	2
Equipment Maintenance	1
<b>Communications Centre</b>	

- j) Time Banks will be used prior to Leaves of Absence.

#### ARTICLE **19.00** • STATUTORY HOLIDAYS

**19.01** The following statutory holidays are **recognized** in this Agreement:

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

**19.02** Each full time employee shall be granted ten **(10)** working days off in each calendar year in lieu of Statutory Holidays. Pay will be calculated at the applicable hourly rate multiplied by ten **(10x)** for each day. Full time employees who have not been employed by the Company for a full year, will have their paid days off in lieu prorated in accordance with Statutory Holidays occurring during their period of employment. These days will be taken in two **(2)** one (1) week blocks, to be bid after annual vacation bids, once all annual vacation bids have been completed. The number of available blocks will be determined by using **the 1:48** ratio as specified in Clause **21.05**.

**19.03** All permanent full time employees will participate in Statutory Holidays as specified in Clause **19.02**.

**19.04** For all hours worked on Christmas Day, Boxing Day and New Year's Day an additional amount equivalent to one-half **(½)** the applicable regular rate will be applicable to those full time employees on Statutory Holidays as specified in Clause **19.02 above**.

**19.05** Part time employees shall be paid four **(4)** hours for each holiday listed in **19.01**.

**19.06** Part time employees who work on any of **the** holidays listed in **19.01** herein shall in addition to the payment above be paid at time and one-half **(1½)** their basic hourly rate for all hours worked on each day.

**19.07** When a holiday falls during such employee's vacation period, it shall be added to the vacation period.

**19.08** This will confirm the agreement reached between the Company and the Union that effective October **27<sup>th</sup>, 1973** any employee who leaves the Company and has received ten **(10)** Statutory Holidays with pay prior to the occurrence of ten **(10)** holidays, the Company shall have the right to recoup a number of days pay equal to ten **(10)** less the number of Statutory Holidays which have occurred.

If an employee leaves the Company and has not received his ten **(10)** Statutory Holidays, he/she shall receive one day's pay for each Statutory holiday that has occurred and for which he/she would have been entitled to receive payment.

One (1) day's payment for the purpose of this agreement shall be the employee's hourly rate times ten (x10).

## ARTICLE 20.00 . SPECIAL ALLOWANCES

### 20.01 Shift Premiums

The Company will pay a shift premium of twenty-eight cents (\$0.28) per hour for all hours worked between 1600 and 2350 and a shift premium of thirty-four cents (\$0.34) per hour for all hours worked between 0001 and 0759.

### 20.02 Sick Leave

- a) Full time ~~employees will~~ be credited with five (5) sick days paid at seventy-five percent (75%) of their regular wages. Up to a maximum of three (3) unused days will be carried over to the next year.

All unused sick days over three (3) to a maximum of five (5), will be paid out at one hundred percent (100%) of their regular wages on the first pay period of the following year.

Full time new hires, once eligible for the Group Insurance plan as specified in Article 22.00, will have three (3) days credited to them. An additional two (2) days will be added at their first service anniversary.

When a full time employee is in a position to receive Weekly Indemnity, the employee will use his/her three sick leave days paid at seventy-five percent (75%) of all regular wages lost during the three (3) days waiting period (to a maximum of five (5) days in an y calendar year) before the Weekly Indemnity becomes payable. The waiting period is calculated on consecutive calendar days including scheduled days off.

If an employee's weekly indemnity cheque is held up due to a Company error or claims process error, the Company will upon request by the employee draw a cheque to cover the delayed amount to the employee. Such employee, will at the time the Company issues the cheque sign a form reimbursing the Company with the amount of the cheque upon arrival of same from the carrier of the Plan.

- b) Part time employees will be eligible to receive four hours (4) per each three (3) months period of the calendar year, provided they do not incur sickness or ~~unauthorized~~ absence (no shows) within the same three (3) month period.

If a part time employee at end of the twelve (12) calendar month period has accumulated a total of ~~sixteen(16)~~ hours, these hours will be paid out at double (2x) the normal rate at one hundred percent (100%).

In the event a part time employee has accumulated between four (4) to twelve (12) hours inclusive in the twelve (12) calendar month period, these hours will be paid out at one hundred percent (100%) of the normal wages in the first pay period of the following year.

### 20.03 Bereavement Allowance

In the event of a death in the employee's immediate family (parent or legal guardian, husband, wife, brother, child, sister, father or mother of his/her legal spouse and grandparents of employee and spouse) he/she would receive the next ~~three (3)~~ succeeding days off. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time at his/her normal rate of pay. In addition, if the employee is notified on his/her work day or while at work of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of ~~that~~ work day. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this Clause. In the event the death in the family is outside Canada, the employee may have an additional seven (7) days leave of absence without pay to attend the funeral.

#### **20.04 Jury Duty and Crown Witness**

- a) Employees subpoenaed as a witness or required to serve on a jury shall be paid the difference between the amount they receive for such service and their normal daily earnings.
- b) An employee subpoenaed to go to court shall be granted by the Company a leave of absence of one (1) day without pay.

#### **20.05 Parking**

The Company will provide or make available parking for all employees covered by this agreement at no cost to the employees and shall provide or arrange transportation from and to the parking lots used by the employees.

#### **20.06 Towing Premiums**

Qualified tow crew employees and Charge hands who perform tows will receive, a premium of **\$10.00** per short tow (**non-Nav** Can assisted not crossing Runway or taxiways) or **\$20.00** per long tow (**Nav** Can assisted crossing **taxiways and/or** runways) will be paid.

#### **20.07 Temporary Charge hand**

Pursuant to Schedule "B" Temporary and Charge hand Pool an employee in the Ramp, CDF, Passenger Service and Equipment Maintenance acting in the capacity of Charge hand will receive for each hour worked, as a Charge hand, an additional **\$2.50/hour** for the length of the scheduled shift.

For each hour worked as a Charge hand in Cabin Services an additional **\$2.55/hour** will be paid in addition to the regular hourly rate, for the length of the scheduled shift.

#### **20.08 Temporary Lead hand**

Pursuant to Schedule "B" Temporary Lead hand and Charge hand Pool an employee acting in the **capacity** of Lead hand will receive for each hour worked, as a Lead hand, an additional **\$1.50/hour** for the length of the scheduled shift.

#### **20.09 Training Instructor**

For each hour worked as a training instructor an additional **\$2.00/hour** will be paid in addition to the regular hourly rate for the length of the scheduled shift.

#### **20.10 Mechanics Tool Allowance**

The Company agrees to provide a tool allowance for worn or broken tools of **\$500.00** per year for employees in the mechanic classification. Payment to be made on the first pay period in June each year on a separate cheque. The employee shall turn in such worn or broken tools for replacement, Replacement tools shall be of equal quality

#### 20.11 Premium Payment Allowance

It is agreed and understood that the following criteria applies to premiums:

- a) Premiums are not subject to overtime enhancement.
- b) Premiums cannot "piggyback" on top of each other (exclusive of tow premium). That is, no premium is paid on top of **another** premium, i.e. an employee cannot collect the Lead hand and Training premiums simultaneously.
- c) All premiums are paid on top of the employee's base hourly rate.
- d) Premiums are paid only for those hours (subject to agreed to minimums as specified in article **20.00** of the Main Agreement) during which an employee is performing the Premium function or working during the Premium condition.

#### 20.12 Bobcat

For each hour worked carrying out the Bobcat function, an additional **\$1.25/hour** will be paid in addition to the regular hourly rate for a minimum of four **(4)** hours per assignment.

### ARTICLE 21.00 ANNUAL VACATION WITH PAY

21.01 Every employee who, on June **30th** of the **vacation year**, has been in continuous service of the Company:

- a) For ten **(10)** years or more, shall receive four **(4)** weeks vacation with pay equal to eight per cent **(8%)** of his/her total earnings with the Company during the year ending the preceding December **31 st**, or
- b) For **five(5)** years or more, shall receive three **(3)** weeks vacation with pay equal to six per cent **(6%)** of his/her total earnings within the Company during the year ending the preceding December **31st**, or
- c) For one **(1)** year or more, shall receive two **(2)** weeks vacation with pay equal to four per cent **(4%)** of his/her total earnings with the Company during the year ending the preceding December **31st**, or
- d) For less than one **(1)** year, shall receive vacation based on one **(1)** day per completed calendar month of employment (up to ten **(10)** days) with pay equal to four percent **(4%)** of his/her total earnings with the Company during the year ending the preceding December **31<sup>st</sup>**,
- e) Annual vacations will be taken in the period commencing on the last Sunday in March and finishing on the last Saturday in March the following year, except that on request by an employee the Company may grant permission for a vacation to be taken at some other time,

21.02 Vacation pay shall not be paid for vacations not taken except to an employee who quits or is dismissed or is laid off; such an employee shall receive vacation credits at the time his/her employment ceases, except that an employee who has been temporarily laid off, as **provided** by Clause **13.01** herein, shall receive vacation pay at the time of his vacation. An option for part time employees to elect to receive vacation pay in a lump sum in January or at the time of their vacation.

21.03 For purposes of this Article, "total earnings" shall mean the actual wages earned by an employee, including Workers' Compensation payments. Such "total earnings" shall also involve any weekly indemnity payments collected by the employee if the employee has been off work on weekly indemnity for more than six (6) months.

21.04 A standard vacation indemnity shall be payable on the last pay day preceding the vacation period, with final payment of the balance payable after return from vacation.

21.05 Vacation Schedule • Minimum

The number of vacation slots available for bid **within** each classification will be determined using the following ratio (total entitlement divided **by 48**). Where the result is a fraction of a number .2 or greater it is to be rounded up, e.g. 6.2 slots = 7. Full time and part time employees bid together. Customer Service Agent 2 and Communication Centre Coordinators bid together. Aircraft Service Agent 1 and Aircraft Service Agent 2 bid separately from each other.

A relief pool will be provided to cover the vacation slots determined above using fifty percent (50%) full time/fifty percent (50%) part time. If an odd number exists, the greater number will be part time.

In the Passenger Service department, the relief pool will be a locked-in area pursuant to Clause 17.04 (e). Qualifications may require the use of relief outside of the pool. When an individual is **utilized** from outside the pool due to qualifications that person's shift will be covered by vacation relief.

Company seniority with regard to Company contractual commitments shall apply for the purpose of bidding vacation choices.

- 21.06 a ) Vacation periods shall be available for selection at Last Sunday in March each year for vacation in the forthcoming vacation year. Vacation bids must **be** completed by \_\_\_\_\_ on forms supplied by the Company. Employees shall list in order of classification seniority, their desired vacation dates.
- b) **Failure by** an employee to submit a bid by \_\_\_\_\_ will result in the forfeiture of his/her choice and **he/she** will be left to select from the periods still available when he/she does make his/her bid. Such employees will not be given **seniority** preference to dates all ready allocated to junior employees.
- c) **After** the employees have bid their annual vacation and the dates have been confirmed by the Company, all employees in order of classification seniority shall again submit bids in the same manner as above for their winter holidays (Article 19.00). Such bids will be submitted between \_\_\_\_\_ and \_\_\_\_\_.
- d) The Company shall confirm vacation dates for employees within seven (7) days of the close of bids or vacations will be deemed approved.
- e) Employees may split their vacation into minimum weekly units.
- f) Those employees on **authorized** leaves of absence (vacation, illness, injury, Union business), shall be notified by the Company at their last known address with a copy to the Union or a phone call in the presence of the Chief Steward at least ten (10) days prior to the bidding.
- g) After vacations are confirmed, employees may file a change request. Such requests will be maintained as a waiting list for periods that may become available due to various reasons. Such periods shall be awarded to the senior employees affected, thereby who has submitted a request for the period. Preferences shall be granted to employees in the unit at the time the period becomes available.



- h) When all employees in a Department have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their **vacation** assigned by the Company. The Company will approve the list within fifteen **(15)** working days.

**21.07** With the assistance of the Chief Steward, the Company shall advise by mail to the last known address of the employee, notice of vacation bids and schedule bids.

#### ARTICLE **22.00** - GROUP INSURANCE

**22.01** The group insurance program will be as follows:

- a) Eligible employees will have a one time option to maintain coverage based on two **(2x)** times annual salary or **\$30,000** minimum coverage. Beneficiary consent will be required to downgrade the benefits.
- b) Accidental death and Dismemberment -two **(2)** times annual salary
- c) Disability plan which provides for weekly indemnity based on seventy-five percent **(75%)** of weekly salary (forty times **(40x)** the hourly rate) from the first day of accident and fourth **(4th)** day of illness, for a maximum period of seventeen **(17)** weeks.
- d) Long term disability benefit, to be paid after the weekly indemnity benefits, equivalent to **sixty** percent **(60%)** of monthly earnings **(173 one third times (1/3x)** the hourly rate) with a maximum of **\$3,500**, per month.
- e) Prescription drugs with a six dollar **(\$6.00)** deductible.
- f) Ward coverage.
- g) Comprehensive dental plan as outlined in the applicable Group Benefit plan effective April 1<sup>st</sup>, **1997** the Company shall provide the Ontario Dental Association Fee Schedule based on ninety percent **(90%)** of the previous year there after to a maximum of **\$2,000** per person year.
- h) Optical plan with a maximum of two hundred **(\$200.00)** dollars each two **(2)** year period for prescription glasses or contact lenses for each member of the family.
- i) Extended health benefits, plan **E4**.
- j) **Dependants' life** insurance for wife and children at least fourteen **(14)** days of age **(\$4,000** and **\$2,000** each respectively).

**22.02** New full time employees shall become eligible for the above on the **first** day of the month following completion of the probation period.

**22.03** Group Insurance coverage will 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 Clauses **14.05, 14.06 & 14.07** herein.

**22.04** The employee's share of the premiums for the benefits specified in Clauses **22.01** and **22.02** shall be:

Single Employee -	<b>50%</b> of cost
Married Employee -	<b>50%</b> of cost

Married employees may opt to belong to the Group Insurance Plan as either married or single status.

- 22.05** Part time employees shall be entitled to those **benefits** listed in Article **22.00** of the Agreement except **(c) (d) and (j)** with the following cost sharing:
- a)** To qualify, a part-time employee must have twelve **(12)** months of service with the Company;
  - b)** With more than one **(1)** year of service provided they have worked **1300** hours-Company will pay **fifty percent (50%)** of costs - employee pays **fifty percent (50%)**;
  - c)** Part-time sharing employees may opt out of the above and in that event provided the employee has twelve **(12)** months of service he/she will be covered for Life Insurance and **A.D.& D.** on a cost sharing basis of fifty **(50%)** of the premiums paid by Company and fifty percent **(50%)** paid by the employee.

ARTICLE **23.00** • SCHEDULES AND LETTER OF AGREEMENT

**23.01** Attached hereto and forming parts of this Agreement are:

Schedule "A" Seniority Classifications within Occupational Groups  
Schedule "B" Temporary Positions  
Schedule "C" **Occupational** Classifications  
Schedule "D" Wages and Wage Slotting  
Schedule "E" Clothing  
Schedule "F" Part time  
Letters of Agreement No. **1,2,3,4,5,6,7.**

ARTICLE **24.00** • CLASSIFICATION OF EMPLOYEES

- 24.01** Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he/she normally and regularly performs, The job classifications in which employees shall be classified are those listed by job **title** in Schedule "A and **C**".
- 24.02** To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, after consultation with the Union, the Company shall revise an existing job description, or prepare a new job description under a new job title.
- The wage rate for such revised or new job description shall be based on the relationship it bears to the job description and wage rates listed in Schedule "**D**".
- 24.03** 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.
- 24.04 a )** In determining qualifications for classification purposes, the Company may, at its discretion, credit a new employee with previous experience and training acquired outside the Company service. Prior to accrediting a new employee with a higher start rate, the Company agrees to consult **with** the Shop Committee. The accredited hours will be applicable to the appropriate hourly rate.
- b)** Apprentice Mechanics joining the Company part way through their program will be accredited with each full year of schooling they have completed, i.e. an apprentice with one **(1)** year schooling will be brought in at the one **(1)** year rate.
- 24.05** Work covered by this Collective Agreement may be performed by salaried employees (called staff) for instructional purposes or in cases of unforeseen non-recurring operating emergencies of a short duration and provided there is no displacement of personnel covered by this Agreement. Prior to a Supervisor performing any bargaining unit work, they will discuss the reasons for and the necessity of with the Shop Steward.

- 24.06** Whilst an employee shall normally only be required to carry out the duties of his/her **classification**, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him/her on a temporary basis to meet an unforeseen circumstance calling for **immediate** action. No employee shall be so assigned without having been properly trained in safe work practices related to such work assignments.
- 24.07** Progression within each classification shall be automatic within the terms of the job description, but the employee must have the necessary skill in the opinion of the Company to qualify for the increase.
- 24.08** In order to ensure that employees meet the requirements of their job classifications, the Company may require an employee to demonstrate his/her ability upon reclassification or during his/her probationary period.

ARTICLE **25.00** • PENSION PLAN .

- 25.01** All employees covered by this Agreement and who are not temporary or casual employees shall become eligible for enrolment in the **I.A.M.** Labour-Management Pension Fund (Canada) in accordance with the conditions outlined in Letter of Agreement No. **1**.

ARTICLE **26.00** . RENEWAL, AMENDMENT AND TERMINATION

- 26.01** Except as otherwise provided herein, this Agreement shall be **effective** January **1<sup>st</sup>, 2000** and shall continue in full force and effect until December **31<sup>st</sup>, 2003** and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than **thirty (30)** days and not more than ninety **(90)** days prior to any such yearly date of termination.
- 26.02** If notice of intention to amend is given **either** party in writing pursuant to the provisions of the preceding Clause **26.01**, negotiations shall commence not later than ten **(10)** days after the date of such written notice.

ARTICLE **27.00** • SEVERANCE PAY

- 27.01** The Company agrees to provide severance pay in accordance with the Canada Labour Code.

ARTICLE **28.00** • EMPLOYEE RIGHTS

- 28.01** An employee's personal file and assessment shall not be withheld from the employee.
- 28.02** Employees requested on short notice to work overtime will be **permitted to** telephone home free of charge.
- 28.03** Whenever the context admits of such extension, the masculine gender shall include both sexes.
- 28.04** The Company shall maintain current copies of its maintenance policies, practices and procedures manuals. Said manuals shall be made available to the employees.
- 28.05** Employees injured at work who are not able will not be required to make accident reports before they are given medical attention, but will make **them** as soon as possible thereafter. Transportation, as recommended by the First Aid Attendant or as required by the employee, will be provided by **the** Company to and from a doctor or hospital, if medical care is required.

ARTICLE **29.00** • HARASSMENT

- 29.01 All employees covered by this agreement have a right to freedom from harassment in the workplace by the employer or another employee on the grounds herein, such as:
- a) vexatious comments or conduct that ought to be known unwelcome
  - b) Harassment on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, disability, age, marital status and family status, sexual orientation, pregnancy.
- 29.02 Harassment complaints will be handled in accordance with the Company policies issued in sexual harassment jointly between, the General Manager and the Chief Steward throughout the process and such handling shall be as confidential as possible.
- 29.03 At the same time, the parties also **recognize** the damage of a false charge made under this article may bring upon an employee. Therefore if during the investigation it is found that such a charge of harassment is made with "malicious intent", disciplinary action would be taken against the complainant consistent with the just cause provisions of the Collective Agreement.
- 29.04 The parties hereto **recognize** the right of a complainant who is not satisfied with the decision of the Company to seek redress under the provisions of the applicable law.
- 29.05 The Company will keep posted at all its Notice Boards a copy of its policy and this Article.

#### ARTICLE 30:00 - OCCUPATIONAL HEALTH AND SAFETY

- 30.01 The Company **recognizes** an employee's right to working conditions, which show respect for his/her **health**, safety and physical well being.
- 30.02 All reasonable efforts shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees.
- 30.03 It is the intention of the Company to comply with safety laws and regulations of Governmental Agencies having jurisdiction over the Company's operation.
- 30.04 Each employee shall perform their duties demonstrating concern for their safety, safety of their fellow employees and the safety of the Company's property and equipment.
- 30.05 Employees must use and wear the equipment, devices or protective clothing which is placed at his/her disposal by the Company or for which he/she has been paid.
- 30.06 **Health and Safety Committee**
- The Committee shall be the principal forum for joint Labour-Management consultation on, and the development of recommendations for solutions to safety and health issues in the workplace.
- 30.07 Functions of Committee
- a) Receiving and dealing with **employee** concerns on matters of safety and health.
  - b) Recommending and promoting programs for the education of **employees on** safety and health.
  - c) Participating in enquiries and investigations into occupational health and safety matters.
  - d) Recommending and monitoring programs and work procedures for the protection of employee's safety and health and related occupational health and safety.
  - e) Performing inspections of the workplace and recording operations or observations.
  - f) Ensuring that adequate records are kept on workplace accidents, injuries, illness and **health** hazards and monitoring the records.

- g) Collecting Information on existing or potential hazards to safety or health in the workplace.
- h) Reviewing and making appropriate **recommendations** on all governmental and employer reports concerning the safety and health of employees.

**30.08** The Union, in cooperation with the Company, shall encourage employees to work in a safe manner and shall permit healthy and safe working conditions.

**30.09** Return to Work Policy

It is the policy of the Company to make available to an employee who has suffered a workplace injury, work that is within their capabilities until such time as they are able to resume full **pre-accident** duties. The Company will **make** every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights Code, the Workman's Compensation Act, and other related legislation.

Program Principles:

- a) To enhance and facilitate an employee's **rehabilitation** and **return** to normal duties.
- b) Each department will **make every** reasonable effort in accommodating an employee unable to perform their regular **duties** as a result of a workplace injury.
- c) When **the** "home" department is unable to provide a suitable assignment, an attempt will be made to place the employee in another **department**.
- d) Union and Management agree to promote the Return to Work Program to all employees.

Employee Responsibilities:

- a) Report promptly all work-related injuries and complaints to immediate Supervisor.
- b) Actively participate in obtaining appropriate first aid and medical attention.
- c) Provide physician with documentation from the Company (**treatment** memorandum, modified work form).
- d) Advise the treating physician of the availability of modified work and the Return to Work Program.
- e) Return the physician's report to the Program Manager or designate as soon as possible after each medical appointment. (Same day or start of next shift).
- f) Actively participate in an appropriate recovery plan.
- g) Ensure that all activities such as medical appointments and physiotherapy are arranged so that they do not conflict with the Return to Work schedule.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

HUDSON GENERAL AVIATION  
SERVICES INC.

per: \_\_\_\_\_

DENIS LAWN

per: \_\_\_\_\_

WAYNE ANAKA

per: \_\_\_\_\_

IRENE YACUBIAN

THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

per: \_\_\_\_\_

IAN MORLAND

per: \_\_\_\_\_

FRANK MARDONE

per: \_\_\_\_\_

ROB SINCLAIR

per: \_\_\_\_\_

ANDY B UCCIERI

per: \_\_\_\_\_

VINCE DEPAOLIS

per: \_\_\_\_\_

MARY FREZZA

per: \_\_\_\_\_

FRANK LACAVERA

per: \_\_\_\_\_

STEVE ROBERTS

per: \_\_\_\_\_

MICHELLE WAKELIN

per: \_\_\_\_\_

LUCIA FRACASSI

# SCHEDULE "A"

## SENIORITY OCCUPATIONAL GROUPS

<b><u>001</u></b>  Charge hand Equipment Mechanic Lead hand Equipment Mechanic Equipment Mechanic Apprentice Mechanic Mechanic's Helper	<b><u>002</u></b>  Charge hand Aircraft Service Agent <b>1</b> Lead hand Aircraft Service Agent 1 Quality Control Lead hand 2 Aircraft Service Agent 1 Part Time Aircraft Service Agent 1 Aircraft Service Agent 2 Part Time Aircraft Service Agent 2
<b><u>003</u></b>  Charge hand Customer Service Agent <b>1</b> Charge hand Customer Service Agent 2 Lead hand Customer Service Agent 1 Customer Service Agent 1 Part Time Customer Service <b>Agent1</b> Customer Service Agent 2 Part Time Customer Service Agent 2	<b><u>004</u></b>  Charge hand Cabin Service Agent Lead hand Cabin Service Agent Cabin Service Agent Part Time Cabin Service Agent
<b><u>005</u></b>  Communication Centre Coordinator Part Time Communication Centre Coordinator	<b><u>006</u></b>  Zone Deicing Controller

## SCHEDULE "B"

### TEMPORARY POSITIONS

#### Temporary Charge hand and Lead hand Pool

The Company will, in scheduled peak periods, establish full time relief charge hand and Lead hand shift lines, within the shift schedules for Ramp, Customer Service and Cabin Service departments. A part time **pool** will also be established within the Customer Service department.

The relief pool will be **established** with the intent of covering vacation shortfalls, short-term absences and day of flight and ad hoc flights relief.

Term: The relief pools will be established annually. Once employees apply and qualify for **the** Charge and/or Lead hand pool they may not drop out until the following year. Charge/Lead hand pools will likely be established to coincide with the vacation bids.

Premium: For each hour worked as a Charge/Lead hand, the employee will be paid at the appropriate hourly rate for each shift so worked.

Scheduling: Charge/Lead hand assignments from the relief **pool** will be awarded by **seniority** with the least disruption to the operation, i.e. requirement **1400 - 2000**  
Junior employee working **1300 - 1800**, Senior employee working **1600 - 2200**, the assignment would be awarded to the junior employee.

It is understood that in all assignments the employee must be qualified for the work area and/or work required.

#### INSTRUCTOR TEMPORARY

- (a) An hourly-paid employee can be selected to act as an instructor on a temporary basis. The duration of this **position** shall be a minimum of one **(1)** scheduled shift and not exceed six **(6)** months in any calendar year.
- (b) The position **will** be awarded on an ability basis, unless several employees with equal ability in reference to the job opening apply, then seniority will determine who fills the vacancy.
- (c) The employee selected shall not be eligible to fill the next vacancy pertaining to the immediate previous subject/subjects unless both Union and Management cannot find a mutually satisfactory replacement **with** suitable qualifications.

#### Temporary Supervisor

It is agreed that should **the** Company have temporary openings for Supervisors, such vacancies may be filled by personnel from **the** bargaining unit.

Vacancies will be posted for bids amongst Charge hands and Lead hands within the Occupational group that the vacancy **exists**, with **the priority** being given to Charge hands, in seniority order. It is understood that should subsequent backfill be required, the Charge hand vacancy will be awarded temporarily to a Lead hand in seniority order. The Lead hand will be replaced by the senior employee in the Lead hand pool, subject to recall rights.

Temporary Supervisors under this category shall remain in the bargaining unit. Remuneration for temporary Supervisors shall be the top Charge hand hourly rate within their classification, with overtime as applicable and an additional pay of **\$30.00** per calendar week.



Seniority shall continue **to accrue in** the employee's classification during such temporary period for up to **41** weeks per year.

Employees selected under this agreement wishing to demote themselves must notify the Company and Union twenty-one **(21)** days in advance.

Tow Crew **Employees**

**Qualified "D"** license holders may bid on Tow Crew fines within the Aircraft Service 1 Classification,

These employees will receive the appropriate Tow Premium pursuant to Clause **20.06** herein for each tow performed. The Tow Crew employees will be assigned tows in an equitable basis subject to operational requirements.

Other **"D"** and tow qualified employees (including all Charge hands) will form the backup tow pool and may be assigned tows when such tows cannot be performed by the Tow Crew personnel due operational towing commitments or absence.

## SCHEDULE "C"

### OCCUPATIONAL CLASSIFICATIONS

#### CHARGE HAND

A Charge hand may direct the work of one or more Lead hands.

In addition to all of the duties and responsibilities defined under Lead hand in Schedule "C" the Charge hands may if so assigned perform the following duties:

- a) Assign and plan work.
- b) Arrange overtime and **part time** schedule adjustments on **instruction** from the Department Manager or Supervisor.
- c) Lead employees in work with little or no supervision.
- d) Aircraft Service Agent Charge hands **will** obtain a "D" designate and radio license to perform towing duties as required. Such employee will be trained prior to performing this duty. Carry and operate a radio if required.

#### Qualifications

- a) Priority will be given to permanent Lead hands who apply for this position,
- b) Must have a thorough understanding of the job requirement of his occupational group.
- c) Must be able **organize** and plan job functions with his occupational group and **direct** other employees in the performance of these functions.
- d) Must be of good character, neat appearance and safety minded.
- e) The employees entering this position will be on a ninety (**90**) calendar day (Trial) period.

#### LEAD HAND

##### Normal Duties

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

- a) Will act as a working leader to those employees assigned to him.
- b) Will assign work.
- 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 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 his Occupational Group.
- b) A thorough understanding of the job requirements of his Occupational Group,
- c) The ability to **organize** job functions **within his** Occupational Group and direct **other** employees in performance of these functions.
- d) Must be of good character, neat appearance and safety minded.
- e) Note: all Lead hand applicants must complete Company approved testing with and eighty percent **(80%)** grade level.

#### AIRCRAFT SERVICE AGENT (Full Time/Part Time)

#### NORMAL DUTIES

- a) Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- b) Loading and unloading baggage, cargo, mail, and commissary, whether **palletized** or bulk loaded and conveyance of same to or from designated areas.
- c) Service water and toilet systems of all aircraft.
- d) Operate safely and **efficiently**, equipment and vehicles including loading bridges, **utilized** by the Company.
- e) After training, operate, position, remove, connect and disconnect ground power and air start units.
- f) After training, perform functions of an aircraft marshaller.
- g) Any other duties associated and/or ancillary to the job classification,
- h) After training operate and perform push out of aircraft functions.
- i) Carry and operate a radio as required.
- j) Posses a valid Ontario Drivers Licence
- k) Operate airline computer systems as required.

AIRCRAFT SERVICE AGENT 1 /Full Time/Part Time)

Normal Duties

- a) Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- b) Loading and unloading baggage, cargo, mail and commissary, whether **palletized** or bulk loaded, conveyance of same to or from designated areas.
- c) **Service** water and toilet systems of all aircraft.
- d) Operate safely and efficiently equipment and **vehicles** including **loading** bridges, **utilized** by the Company.
- e) After training, operate, position, remove, connect and disconnect ground power and air start units.
- f) After training, perform functions of an aircraft **marshaller**.
- g) Any other duties **associated** and/or ancillary to the job **classification**.
- h) After training operate and perform push out of aircraft functions.
- i) Carry and operate a radio as required.
- j) Posses a valid Ontario Drivers License
- k) Operate airline computer systems as required.

AIRCRAFT **SERVICE** AGENT 2 /Full Time/Part Time)

Normal Duties (after thorough training)

- a) Cleaning of aircraft exteriors and interiors, including furnishing and other operational cleaning.
- b) Loading and unloading baggage, cargo, mail and commissary, whether **palletized** or bulk loaded and conveyance of same to or from designated areas.
- c) Service water and systems of all aircraft.
- d) Operate safely and efficiently equipment and vehicles including loading bridges, **utilized** by the Company.
- e) After training, operate, **position**, remove, connect and disconnect ground power and air start units.
- f) After training, perform **functions** of an **aircraft marshaller**.
- g) Any other **duties** associated and/or ancillary to the job classification.
- h) After training **operate** and perform push out of aircraft functions.
- i) Carry and operate a radio as required.
- j) Posses a valid Ontario Drivers License.

- k) Aircraft deicing and **glycol** recovery and related functions.
- l) Operate airline and/or **CDF** computer systems as required.
- m) Security escort services.

The Company and the Union **recognize** the importance of the Central Deicing Facility (**CDF**) operation and the need to protect the continuity and integrity of this work area.

Effective May **2000** all Aircraft Service Agents will have the option of bidding into or out of the **CDF** operation. Once an employee has bid into this area he/she will be locked in until the end of the **2003/2004** (April **30, 2004**) deicing season.

Successful applicants will receive and pass the Company Transport Canada approved training and then must bid on only **Aircraft** Service Agent 2 shifts thereafter pursuant to Article **17.00** of the Main Agreement.

Part time employees will only have the right to bid out of this area to obtain full time positions and/or for promotional reasons. Full time employees will only have the right to bid out of this area for promotional reasons and this only during the nondeicing season (May **1<sup>st</sup>** through September **30<sup>th</sup>**) unless mutually agreed to by the Company.

Note all Aircraft Service Agent 2 employees must complete the Company, Transport Canada, approved training and testing with an eighty-five percent (**85%**) grade level annually.

#### Quality Control (QC)

The Quality Control (QC) will be subject to specific training and qualification requirements.

In addition to the normal duties and qualifications of the Lead hand position specified herein above the Quality Control's will be responsible for coaching, directing and auditing of the deicing operators (**A/C 2**) during the course of their deicing duties.

The Quality Controls will report directly to the Training Supervisor at the **CDF**.

NOTE: All Quality Control (QC) employees must complete the Company Transport Canada Approved Training and Testing with an eighty-five percent (**85%**) grade level annually.

#### Security Escort

The Company and the Union **recognize** the importance of this work in maintaining a year round **CDF** workforce without excessive cost to the **Airlines**.

Aircraft Service Agents 2 may be **utilized** during nondeicing times to perform **Security** Escort duties as well as Zone Deicing Controllers.

The qualifications and normal duties for security escort as follows:

#### "D" and "D2" Escorting

This is the VHF vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary security line or assembly points on the **Airside** to the intended destination within the secured area of the airport.

#### Normal Duties

- a) Maintain an active and diligent oversight of the personnel and equipment entrusted to their surveillance.
- b) Not allow **unauthorized** access to restricted areas under their control.
- c) Ensure all **AVOP** rules and regulations are followed at all times.
- d) Help control **FOD**.
- e) Ensure there are no **unauthorized** or uncontrolled runway or **taxiway** incursions by personnel and equipment under their control.
- f) Attend construction briefing as required.
- g) Ensure the restricted area under their control is clear of all equipment and personnel at the completion of each construction shift.
- h) Obtain and maintain both a **"D" AVOP** license and appropriate radio license.
- i) **"D2"** escorts will also provide flagging services for **runway/taxiway** crossings as required.

#### **"D/A"** Escorting

This is the vehicular escort of vehicles, mobile equipment or personnel from the approved access point in the primary **security** line or assembly points on the **Airside** to the intended destination within the secured area of the airport.

- a) Obtain and maintain a **"D/A" AVOP** license.
- b) Provide the same surveillance duties and services as stated for the **"D"** Escorting except not on **maneuvering** areas.

Wherever possible the Company will **utilize** Zone Deicing **Controller's** for **"D2"** escorting. When contracts dictate the Zone Deicing Controller workforce will be augmented by qualified AK 2 employees and after both these avenues are exhausted the Company may use qualified management personnel to perform these duties.

#### CUSTOMER SERVICES AGENT

##### NORMAL DUTIES

- a) Provide information for the public and answer telephones in the manner laid down by the airline and/or Company.
- b) Check in embarking passengers and perform all related duties.
- c) Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors.
- d) Monitor disembarking passenger from aircraft through port facilities and perform all associated duties.
- e) Attend to transit and interline passengers.
- f) Attend to wheelchair and other special need passengers.

- g) Operate Company and Customer airline computer systems as required.
- h) Perform all ancillary duties including teletype.
- i) Perform baggage tracing and functions related thereto, in the manner laid down by the airline and/or Company.
- j) Perform the function of Cash/ticketing Agent in the manner laid down by the airline and/or Company.
- k) Perform the function of Reservations Agent and the duties related thereto in the manner laid down by the airline and/or Company.
- l) Carry and operate a radio as required.
- m) Perform the function of Reservations Agent and the duties related thereto in the manner laid down by the airline and/or Company.
- n) Carry and operate a radio as required.

CUSTOMER SERVICE AGENT 2 /Full Time/Part Time)

Normal Duties

- a) Provide information for the public and answer telephones in the manner laid down by the airline **and/or** Company.
- b) Check in embarking passengers and perform all related duties.
- c) Attend to gate and perform the related duties as required, including operation of loading bridges and aircraft doors.
- d) Monitor disembarking passenger from aircraft through port facilities and perform all associated duties.
- e) Attend to transit and interline passengers.
- f) Attend to wheelchair and other special need passengers.
- g) Operate Company and Customer Airline Computer systems as required.
- h) Perform all ancillary duties including teletype.
- i) Perform baggage tracing and functions related thereto, in the matter laid down by **the** airline and/or Company.
- j) Perform major load control in the manner laid down by the airline and/or Company.
- k) Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
- l) Perform the function of Cash/ticketing Agent in the manner laid down by the airline and/or Company.
- m) Perform the function of Reservations Agent and the duties related thereto in the manner laid down by the airline an/or Company.
- n) Carry and operate a radio as required.

- o) All normal duties and minimum qualifications performed by the Communications Coordinator as described in Schedule "C".

Unsuccessful candidates who did not achieve the minimum grade level above will be restricted from rewriting as follows:

60% - 79% grade	three (3) months restrictions
less than 60% grade	twelve (12) months restriction

Overtime and **shift** trades will normally be restricted to other employees working within the **classification**. If overtime is exhausted the Company may call out other qualified employees.

Vacation relief will come from Full Time or Part Time employees who achieved the eighty percent (80%) grade level but were not awarded the **position**. These employees will be awarded a temporary position for such periods pursuant to Clause 12.04 (a) of the main agreement.

#### **COMMUNICATIONS COORDINATOR (Full Time/Part Time)**

Following is the selection criteria, supervisory relationship and working **criteria regarding** the Communications Coordinators.

The Company and the Union will jointly develop and revise the testing criteria for the applicants for the Communication Coordinator position.

Successful applicants must achieve a minimum grade level of eighty percent (80%).

Candidates who achieved ~~the~~ above grade level but (due to having less seniority than other qualifying employees) were not awarded the position will remain qualified for twelve (12) months.

Unsuccessful candidates who did not achieve the minimum grade level above will be restricted from rewriting as follows:

60% - 79% grade	three (3) months restriction
less than 60% grade	twelve (12) months restriction

Overtime and shift trades will normally be restricted to other employees working within the classification. If overtime is exhausted the Company may call out other qualified employees.

Vacation relief will come from Full time or Part Time employees who achieved the eighty percent (80%) grade level but were not awarded the position. These employees will be awarded a temporary position for such periods pursuant to Clause 12.04 (a) of the main agreement.

Uniform costs for permanent employees working in this occupational group will be borne by the Company.

A qualified Supervisor may perform this function once all other relief options have been exhausted.

#### **Normal Duties**

- a) Disseminate all day to day communications to and from Customers, Management, Employees and other agencies via telephone, two way radios, air to ground radios, verbal and written.



- b) Prepare and action work orders, and other related billing documents.
- c) Accurately complete all **DFR** information.
- d) Keep and maintain accurate Information logs.
- e) Monitor and maintain Fax, **SITA**, and **CODECO** communications.
- 9 Store and correlate interoffice and interdepartmental mail.
- g) Prepare a daily shift report
- h) Perform major load control **in** the manner laid down by the airline **and/or** Company.
- i) Perform weight and balance and all related duties in the manner laid down by **the** airline and/or Company.

#### Minimum Qualifications

- a) Able to read, write and speak English fluently.
- b) A working knowledge of operations and billings.
- c) Able to remain calm under pressure to obtain clear information and relay same precisely.
- d) A working knowledge of radio, telephone, telex, and fax equipment.
- e) Ability to write clear and concise **shift** reports.
- 9 Ability to relate to Customers, Management, other employees and other Agencies..
- g) Able to present a professional image and **demeanor** at all times.
- h) Able to obtain a radio license.

#### EQUIPMENT MECHANIC

##### **NORMAL DUTIES**

Trouble-shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of **the** Company, carry and operate radio as required and operate such equipment as necessary to perform these **functions**.

##### **QUALIFICATIONS**

- a) Possess the normal tools of a mechanic.
- b) Must posses Ontario Licence **310A** or better.
- c) Special tools required will be provided by the Company.

## APPRENTICE MECHANIC

### Normal Duties

Trouble shoot, maintain, repair, modify, paint and overhaul equipment under the jurisdiction of the Company, carry and operate radio as required and operate such equipment as necessary to perform these functions,

### Qualifications

- a) Possess the normal tools of a mechanic.
- b) Special tools required will be provided by the Company.

## MECHANIC'S HELPER

### NORMAL DUTIES

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

If a Helper is asked to perform any mechanical work, it shall be overseen **by a** mechanic. Mechanics shall not be required to provide a Helper with their tools to perform work.

Effective May **2000** maintenance employees **will have the option** of *bidding in or out of the CDF Maintenance Shop exercising their seniority. Once an employee has bid into this area he/she will be locked in or out of the CDF operation until the end of the 2003/2004 Deicing Season (April 30<sup>th</sup>, 2004) unless otherwise mutually agreed.*

***In the event of career advancement or layoff an employee may exercise their seniority rights. layoffs will not be subject to training requirements.***

## CABIN SERVICE AGENT (Full Time/Part Time)

### NORMAL DUTIES

- a) Directly responsible for the cleaning of the interior of ~~the~~ aircraft and other ancillary functions.
- b) Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
- c) Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits,
- d) Carry and operate a radio as required
- e) **Be** able to obtain a valid Ontario Drivers Licence

## ZONE DEICING CONTROLLER

### Normal Duties (After thorough Training)

- a) Control the activity of manpower and equipment in one or more deicing bays.
- b) Operate computer equipment as required.

- c) Operate display information signboards or equivalent.
- d) Operate and **monitor GPS**.
- e) Operate and monitor visual aid equipment including camera and infrared.
- f) Monitor aircraft positioning equipment including but not limited to: electronic display signs, infrared, laser and ground loops.
- g) Communicate with **CDF** Operators by radio, computer, data transfer and **GPS** computer **applications**.
- h) Communicate with other Ice House personnel including Shift Managers, Aircraft Movement Controllers and Clerks.
- i) Communicate with outside Airlines and Agencies by computer, telephone, radio, fax and e-mail as required.
- j) Direct and be responsible for all deicing operations within assigned zone(s),
- k) Any ancillary related job functions not specified herein.

#### Qualifications

- a) Ability to comprehend and apply computer application as required by Company operations.
- b) Successfully pass **CDF** operator and **ZDC** related training **with** a minimum of eighty-five percent **(85%)** standing.
- c) Obtain and maintain a valid Ontario Driver's license.
- d) Obtain and maintain a **CDF** Airport Security ID and **AVOP** "DA" and "D" designation.
- e) Undergo recurrent training as required.
- g Have good communication skills and demonstrated leadership ability.
- g) Obtain and maintain a radio license.
- h) Generate and maintain record logs, written and automated.
- i) Coach and identify **training** as required.
- j) Employees entering this position will be on a ninety **(90)** calendar day trial period.

#### Vacation Blackout

To **maximize** resources, vacation and statutory holidays for the **ZDC** workforce will be blocked out at a time designated by **the** Company pursuant to Article **21.00** herein subject to the **1:48** ratio. The above blackout will not exceed six **(6)** weeks and may be amended as mutually agreed.

#### Overtime

As per agreement.

#### 48 Hour Work Week

To reduce turnover of Staff and to maintain contracted coverage at the CDF, the Company and the Union agree that full time Zone Deicing **Controllers** may be scheduled forty-eight (48) hour work weeks during the deicing season, (not to exceed twenty-six (26) weeks and an equal number of thirty-two (32) hour work weeks through the summer season).

Shorter periods may or may not, subject to requirements, consist of forty (40) hour work weeks.

If the above schedule is implemented by the Company it must ensure the annual scheduled straight time hours are equivalent to a normal forty (40) hour work week schedule.

The summer thirty-two (32) hour weekly work schedule will be subject to the seventy-two (72) hour shift adjustment languages as per Clause 17.05 (a) herein. All other full time provisions of the current Collective Agreement will apply with the exception of Clause 17.02 (a) where the thirty-two (32) hours will replace forty (40) hours and the thirty-two (32) hour work week can be made up in any of the following rotations:

- i) Four consecutive eight (8) hour days followed by three (3) days off.
- ii) Two (2) ten (10) hour days, plus two (2) six (6) hour days followed by three (3) days off.
- iii) Any other combination of hours totaling thirty-two (32) hours per week with no shift exceeding a maximum of ten (10) hours or a minimum of four (4) hours.

Clause 17.02 (c) of the current Collective Agreement shall remain in force with the exception of the number of start times which will not exceed three (3) in any one (1) shift period between days off.

It is understood that no displacement of Senior employees will take place as the result of this work arrangement.

Hands on Supervisor

A Hands on Supervisor may be assigned shifts within this area. He/she may cover overtime and vacancies as required.

#### "D" License Requirement

The purpose of the "D" license designation is to allow for security escort coverage and towing at the CDF and is not intended to utilize the ZDC's to tow aircraft to and from the terminal buildings.

Zone Deicing Controllers will be retained for up to ninety (90) days after expiry date of the "D" license subject to Article 13.14 herein. Time limits may be extended should there be any GTAA initiated processing delays.

## SCHEDULE "D"

### WAGES/SLOTS

Effective with ratification of this Agreement all employees will be slotted with the determining criteria being hours worked.

#### **Agent Slotting Criteria**

Part time employees who move to Full time employees returning to Part time will be slotted according to hours worked.

Example:

#### **Part Time to Full Time**

- i) Part Time Agent with **2800** hours moving to Full time.
- ii) Part Time Agent with **7516** hours moving to Full time.  
Slots at the forty-eight **(48)** month rate.

#### **Full Time to Part Time**

- i) Full Time Agent at **twelve (12)** month rate with **3000 hours** moving to **Part** time.  
Slots at the **2080** hours Part time rate.
- ii) Full Time Agent at thirty-six **(36)** month rate with **7700** hours moving to Part time.  
Slots at the **7500** hours Part time rate.

Any employee moving Part time to Full time or vice versa, will be notified by the Company of their hours worked total to verify proper slotting. Note any Agent moving to Full time will receive his/her first increment on total hours, thereafter all increments will be based on calendar time.

The Company will post on a quarterly basis, employee lists providing totals for hours worked. Employees at top rate within their classification will not be listed. These lists will be posted during the last week of March, June, September and December.

#### **Payroll Errors**

if **there** is a Company error in excess of twenty dollars **(\$20)** it will be corrected within the next three **(3)** office administration working days of reporting it.

#### **Longevity**

Longevity premium: For "Red Circle" employees the following premiums will apply effective January **1<sup>st</sup>, 2000** the respective base top rate plus five percent **(5%)** of the Red Circle rate established January **1<sup>st</sup>, 1999**

Effective January **1<sup>st</sup>, 2001** an additional five percent **(5%)**, effective January **1<sup>st</sup>, 2002** an additional five percent **(5%)** and effective January **1<sup>st</sup>, 2003** an additional five percent **(5%)**.

**NOTE:** Apprentice mechanic upon receipt of their **license** will automatically move **to** the starting mechanic's rate.

**\*\*NOTE:** All employees at the top rate of their respective "B" scales as of December 31<sup>st</sup>, 1999 will automatically be slotted in at the Full time eighty-four (84) month, Part time 12,000 hour rate and then commence the progression up the scale in the normal manner pursuant to the Wage Slotting formula in Schedule "D" above.

**\*\*\*NOTE:** ZDC's will receive their annual increment as of their anniversary date of becoming an ZDC. **Example:** a five (5) year employee became a ZDC on October 1<sup>st</sup>, 1998 will receive the twenty four (24) month rate on October 1<sup>st</sup>, 2000.

SCHEDULE "D"  
WAGE SCALES

F/T Progression	start	3 mth	6 mth	12 mth	24 mth	36 mth	48 mth	60 mth	72 mth	84 mth	96 mth	108 mth	120 mth
P/T Progression	start	3 mth	6 mth	2080 hrs	4160 hrs	6000 hrs	7500 hrs	9000 hrs	10500 hrs	**12000 hrs	13500 hrs	15000 hrs	16500 hrs
Mechanic	\$19.00		\$19.50	\$20.00	\$21.64	\$21.46	\$22.48						
Mechanic Lead	\$20.50		\$21.00	\$21.50	\$22.14	\$22.96	\$23.98						
Mechanic C/H	\$21.50		\$22.00	\$22.50	\$23.14	\$23.96	\$24.98						
Apprentice'	\$14.00			\$15.00	\$16.00	\$17.00	\$18.00						
Helper	\$8.50	\$8.75	\$9.00	\$9.50	\$9.90	\$10.35	\$10.90	\$11.45	\$12.00	\$12.62	\$13.24	\$13.86	\$14.49
Aircraft Agent 1	\$8.50	\$8.75	\$9.00	\$9.50	\$9.90	\$10.35	\$10.90	\$11.45	\$12.00	\$12.62	\$13.24	\$13.86	\$14.49
Aircraft Agent 2	\$8.50	\$8.75	\$9.00	\$9.50	\$10.00	\$10.60	\$11.15	\$11.70	\$12.25	\$12.87	\$13.49	\$14.11	\$14.74
Aircraft 1 Lead								\$12.95	\$13.50	\$14.12	\$14.74	\$15.36	\$15.99
Aircraft 1 C/H								\$13.95	\$14.50	\$15.12	\$15.74	\$16.36	\$16.99
Comm	\$8.50	\$8.75	\$9.00	\$9.75	\$10.70	\$11.40	\$12.10	\$12.80	\$13.50	\$14.32	\$15.14	\$15.96	\$16.79
PAX 1	\$8.50	\$8.75	\$9.00	\$9.50	\$9.90	\$10.35	\$10.90	\$11.45	\$12.20	\$12.97	\$13.74	\$14.51	\$15.29
PAX 2	\$8.50	\$8.75	\$9.00	\$9.75	\$10.70	\$11.40	\$12.10	\$12.80	\$13.50	\$14.32	\$15.14	\$15.96	\$16.79
PAX Lead 1								\$12.95	\$13.70	\$14.47	\$15.24	\$16.01	\$16.79
PAX 2 Charge hand								\$15.30	\$16.00	\$16.82	\$17.64	\$18.46	\$19.29
Cabin	\$8.00	\$8.25	\$8.50	\$9.00	\$9.30	\$9.65	\$10.10	\$10.55	\$11.55	\$12.13	\$12.62	\$13.12	\$13.64
Cabin Lead								\$12.05	\$13.05	\$13.63	\$14.12	\$14.62	\$15.14
Cabin Charge hand								\$13.10	\$14.10	\$14.68	\$15.17	\$15.67	\$16.19
ZDC***	\$16.99			\$17.84	\$18.73	\$19.67	\$20.65						
CDF QC	\$16.24												

## SCHEDULE "E"

### CLOTHING

Clothing will be issued and replaced in accordance with the following table. The replacement period is based on normal anticipated life of the particular item of clothing and replacements at any lesser period must be approved by the General Manager or his/her designate.

#### Equipment Mechanic . Mechanic Helper

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>		
	F/T	P/T		F/T	P/T	
coveralls	10		NIL	on condition	-	
rainwear	1		NIL	on condition	-	
<b>gortex</b> wear			NIL	on condition	-	
				min 3 years		

#### Aircraft Service Attendant

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>		
	F/T	P/T		F/T	P/T	
coveralls	1	1	NIL	on condition	on condition	
shirts & pants	5	3	NIL	on condition	on condition	
rainwear	1	1	NIL	on condition	on condition	
<b>gortex</b> wear	1	1	25%	on condition	on condition	
				min 3 years	min 3 years	

#### Cabin Service Personnel

**Males** Same as Aircraft Service Attendant except no coveralls & or rainwear. Winter parka and spring jacket Full time 1 every three (3) years Part time one (1) every three (3) years.

**Females** Track top, track pants, shirts and pants, any combination same numbers as Aircraft Service Attendant. Winter parka and spring jacket same as males.



Customer Service Agents

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>	
	F/T	P/T		F/T	P/T
<u>MALES</u>					
shirts	6	4	NIL	on condition	on condition
pants	2	2	NIL	on condition	on condition
jackets/sweaters	2	2	NIL	on condition	on condition
ties	3	2	NIL	on condition	on condition
parka	1	1	25%	3 years	3 years

FEMALES

<u>Item</u>	<u>Quantity</u>		<u>Employee Cost</u>	<u>Replacement Period</u>	
	F/T	P/T		F/T	P/T
blouse	6	4	NIL	on condition	on condition
skirt/pants	2	2	NIL	on condition	on condition
jackets/sweaters	2	2	NIL	on condition	on condition
bows/scarves	2	2	NIL	on condition	on condition
parka	1	1	25%	3 years	3 years

It should be **recognized** that delays outside the control of the Company in respect of uniforms can occur. In such circumstances the Company reserves the right to issue existing stock until the delay is resolved at no cost to the employee.

If insufficient existing stock is available employees will be expected to wear clothing suitable to their work environment and acceptable to Company standards.

Shorts - Ramp/Grooming - may be worn during warm weather provided they are Bermuda style and uniform shade.

Customer Service Agents - Parkas may be worn.

Should the Company corporately introduce a policy that reduces the cost or improves the allotment, such benefits **will** automatically be passed onto the employees from the effective date of such policy.

## SCHEDULE "F"

### PART TIME EMPLOYEES

Any Part time employee must work a minimum of one hundred and twenty-eight **(128)** hours over any consecutive eight **(8)** week period except for an **authorized** leave of absence. Where airline schedules do not allow for the above hours, Part time employees must work seventy-five percent **(75%)** of their scheduled shifts.

Employees not in compliance with the above may be terminated.

Part time employees will be covered by all other clauses of the agreement except:

12.01 (c)	19.04
17.02 (a) (i, ii, iii)	20.02 (a)
17.02 (b) & (c)	20.10
17.05 (a)	21.04
18.01 (a) & (b)	22.01 (c), (d) & (j)
18.02	22.02
18.03	And
18.04	Letters of Agreement:
19.02	2. 4 & 6
19.03	

Subject to approval by Management (which will not be unreasonably withheld) Part time employees may shift trade with either Part time or Full time employees subject to qualifications and paragraphs one **(1)** and two **(2)** above.

LETTER OF AGREEMENT NO. 1

**I.A.M. LABOUR MANAGEMENT PENSION FUND (CANADA)**

Reference: Article **25.00**

It is agreed that for the duration of this Collective Agreement, the Company shall make payments to the **I.A.M.** Labour-Management Pension Fund (Canada) for every employee performing work in a job classification covered by **this** Collective Agreement as follows:

1. For each regular hour worked by and for which the employee receives, pay the Company will contribute twenty-six **(\$0.26)** cents but not more than ten dollars and forty cents **(\$10.40)** per week for any one employee. The Company agrees to pay up to an additional ten cents **(\$0.10)** but not more than four dollars **(\$4.00)** (if any employee is on the **48/32** work weeks the maximum per week will be four dollars and eighty cents **(\$4.80)** and three dollars and **twenty** cents **(\$3.20)** respectively) per week for any one employee. Eligible employees pursuant to **LOA 2** will have a one time option of either splitting the above cents **(\$0.10)** cents between the pension and the **RRSP** or contributing the entire ten cents **(\$0.10)** towards the **RRSP**.
2. Regular hours mean all hours worked on regularly scheduled shifts and shall not include overtime work, but shall include equivalent regular hours paid for in the form of annual vacation and Statutory Holiday pay, which occur during the employee's term of employment with the Company.
3. Contributions are payable for all employees covered by the Collective Agreement, either regular or part-time, from the first day of employment.

The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the **I.A.M.** Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February **1, 1979**, which has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Plan Fund shall, at all times, conform with the requirements of the Pension Benefits Standard Act and the Income Tax Act so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal Income Tax purposes.
3. All contributions shall be made at such time and in such manner as the Trustees require; the Trustees shall have the authority to have an independent **Certified** Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund. Such audits shall not be carried out **until** suitable date and time has been arranged with the Company Secretary-Treasurer. The Company shall not arbitrarily withhold and delay arrangements for an audit.
4. If the Company shall fail to make its contributions to the Pension Fund by the twentieth (**20<sup>th</sup>**) day of the following month and such default shall continue for thirty (**30**) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contribution, including reasonable **attorney's** fees and arbitration fees, in addition to interest in an amount equal to one percent (**1%**) of the unpaid contribution for each full calendar month the contribution remains unpaid.
5. The parties further acknowledge that no other Agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said

Collective Agreement without the written consent of the **I.A.M.** Labour-Management Pension Fund (Canada).

Copies of any renewal or extension Agreements will be promptly furnished to the Pension Fund Office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Company.

This obligation for pension contributions covers the operations of Hudson General Aviation Services Inc. at Lester **B.** Pearson International Airport, **Mississauga**, Ontario.

DATED at **Mississauga** this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

HUDSON GENERAL AVIATION  
SERVICES INC. .  
...

THE INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

LETTER OF AGREEMENT NO 2

REGISTERED RETIREMENT SAVINGS PLAN

The Company will remit to an individual Registered Retirement Savings Plan (**R.R.S.P.**) on behalf of all qualified employees covered under this agreement. Membership in the **R.R.S.P.**, as selected by the Union is compulsory for all such employees who qualify.

1. The **R.R.S.P.** program shall be based on a calendar year (January **1<sup>st</sup>** to December **31<sup>st</sup>**).  
  
The Company shall make the required contributions to each employee's individual **R.R.S.P.** account within seven days following the end of each pay period recorded separately but attached to the Union dues.
2. The Company will remit to each employee's individual **R.R.S.P.** account based on regular hours worked only.  
  
Regular hours shall include hours paid, but not worked for annual vacation entitlement, **Statutory** Holidays, paid leave of absence such as jury duty or bereavement leave.
3. In no event shall such hours exceed eight (**8**) hours per day or forty (**40**) hours per week.  
  
The Company remittance shall be a minimum of thirty-five cents (**\$0.35**) per hour and **the** employee may **authorize** deductions from pay cheques, in addition to the Company contributions.
4. The Company may refuse to permit more than one (**1**) change per calendar year in the amount of deduction selected by the employee.
5. The employee **authorization** shall indicate the total annual amount of funds to be deducted during the calendar year, and such deduction shall be equally spread over the pay periods, **such** amount to be not more than seven hundred and twenty-eight dollars (**\$728.00**) in each year for the life of **the** agreement.
6. Qualified employee means those employees who are Full time at date of ratification and future employees who accumulate two (**2**) years of future service as a Full time employee from April **1<sup>st</sup>**, 1991.
7. See Letter of Agreement 1 for one time optional contribution.

In forwarding these monies to the **R.R.S.P.** **the** Company agrees to indicate **the** employee's name, social insurance number, account number and the amount of the monies being forwarded.

DATED at **Mississauga** this d\_a\_y o f \_\_\_\_\_, 2000.

HUDSON GENERAL AVIATION  
SERVICES INC.

THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

**LETTER OF AGREEMENT NO. 3**

**SAFETY**

The Company will contribute one hundred percent **(100%)** of the cost of lumbar belts and ear muffs for Ramp personnel and one hundred percent **(100%)** of the cost of the **C.S.A.**, or equivalent approved glasses for Mechanics. The Company shall also apply the above to Part time employees who have completed twelve **(12)** consecutive months of service.

The Company will pay each Full time employee in the Ramp department and Mechanics one hundred dollars **(\$100.00)** towards the purchase of sturdy work boots/shoes. For Part time Ramp employees who have completed twelve **(12)** consecutive months of service the Company shall pay fifty dollars **(\$50.00)** and for Cabin Service Agents twenty dollars **(\$20.00)** per year (payable on the last pay period in April) towards the cost of **C.S.A.** approved sturdy work boot **with** a heel.

The employees of the aforementioned departments shall wear **C.S.A.** or equivalent approved sturdy work boots/shoes with a heel at all times while on duty.

The employees will pay one hundred percent **(100%)** replacement cost for loss of, or damage to ear muffs and safety glasses.

DATED at **Mississauga** this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

HUDSON GENERAL AVIATION  
**SERVICES INC.**

THE **INTERNATIONAL ASSOCIATION OF**  
**MACHINISTS AND AEROSPACE WORKERS**

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

**LOSS OF FULL TIME AIRPORT DRIVING AUTHORITY (D.A.)**  
**AIRCRAFT SERVICE and CABIN SERVICE AGENTS ONLY**

Confirming our understanding herein, it is agreed:

- a) The Company will accommodate up to three **(3)** employees, two **(2)** in the Ramp department and one **(1)** each in the Zone Deicing Controllers **(ZDC)** and in Cabin Service at any one time who may have lost their - Airport Driving Authority (D.A.). This will be based strictly on seniority.
- b) If ~~the~~ three **(3)** positions are not filled by employees who have lost their D.A. then the positions are open to bid. If however, during a period of time an employee loses his D.A. then he will bump into one of the positions in his **department**. The employee being bumped will assume the schedule of the employee who bumped him until the next normal shift bids.
- c) Such period of accommodation shall not exceed the **two (2)** years from the date of loss of D.A. for any one employee.
- d) If more than the departmental allotment lose their D.A. at any one time then the most junior employee **will** be suspended without pay on an undisciplined basis and continue to accrue seniority until their return to either a vacant position or their D.A. has been returned.
- e) Should the Local Airport Authority initiate a policy of confiscating airport Security Passes for suspended license, this letter shall become redundant for the duration of such policy.

DATED at **Mississauga** ~~this~~ day of \_\_\_\_\_, 2000.

HUDSON GENERAL AVIATION  
SERVICES INC.

per: \_\_\_\_\_

per: \_\_\_\_\_

THE **INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

per: \_\_\_\_\_

per: \_\_\_\_\_

LETTER OF AGREEMENT NO. 5

DELETION OF AIRCRAFT MECHANICS, CARGO AGENTS, WAREHOUSEMEN  
AND BUS DRIVERS

Further to our discussions at negotiations regarding our proposal to delete all reference to all of the above classifications, it is the intent of **the** Company to simply "clean up" these job Clauses of **the** Labour agreement and eliminate what is no longer applicable. It is not the intent of the Company to back fill outside the bargaining unit. If any of the above named jobs are reinstated it will go back under the Collective Bargaining Agreement.

DATED at **Mississauga** this \_\_\_ day of \_\_\_\_\_, 2000.

HUDSON GENERAL AVIATION  
SERVICES INC.

THE **INTERNATIONAL ASSOCIATION** OF  
MACHINISTS AND AEROSPACE WORKERS

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_

per: \_\_\_\_\_



LETTER OF AGREEMENT NO. 6

DEICING COORDINATOR (SNOWBIRD)

The position of Deicing Coordinator, hereafter referred to as "Snowbird" is the key day to day in charge position within **T1** Deicing Pad **operation** and will report directly to the Deicing Supervisor.

**SNOWBIRD**

After thorough training will be required to:

**Normal Duties:**

- a) Ensure the deicing pad is **set up** with manpower and equipment prior to each deicing event.
- b) **Lias** with snow removal and **glycol** disposal company employees to ensure valves are set and pad has been cleared of snow.
- c) **Lias** with ground control and secure the operation schedule for each day.
- d) Direct aircraft to the correct deicing pad.
- e) Direct deicing trucks and **glycol** recovery vehicles as appropriate.
- f) Using correct protocol to clear aircraft from the pad.
- g) Record all pertinent deicing information.
- h) Ensure other deicing employees maintain their records.
- i) Ensure safety of employees aircraft and equipment.
- j) Assign breaks as appropriate.
- k) Record problems in a daily shift report,

**Minimum Qualifications:**

- a) Able to read, write and speak English fluently.
- b) Full operational knowledge of deicing, **glycol** recovery and deicing pad operations.
- c) A working knowledge of operational records and billing.
- d) Ability to disseminate continuous information precisely and accurately.
- e) Ability to write clear and concise reports.
- f) Posses a radio license.
- g) Ability to relate to customers, specifically Flight Deck Crew and Maintenance Personnel, Management, employees and other agencies.
- h) Ability to direct employees and contractors in the course of their duties relating to the deicing pad.

- i) Notwithstanding the exclusion of the working Supervisor, shift changes shall be allowed amongst all employees within the special classification.
- j) The rate of pay will be the top Aircraft Service Agent Charge hand rate.
- k) All of the other terms of the Charge hand Classification and Collective Agreement shall apply to the bargaining unit members of the group.
- l) Vacations throughout the November 1<sup>st</sup> to April 30<sup>th</sup> period shall not be taken simultaneously by individuals within the group.
- m) Vacation relief for the individuals within the group will be covered by a qualified individual from within the deicing contingent.
- n) The individuals will remain as a Snowbird throughout the following period:

November 1<sup>st</sup> through April 30<sup>th</sup> of that deicing year unless mutually agreed.

Applicants for the "Snowbird" position will come solely from Lead hand or Charge hand qualified employees,

Due to the critical safety and leadership requirements for this position, it is agreed the selection criteria will strictly adhere to the qualification provisions herein above.

The Deicing Supervisor will not be excluded from performing "Snowbird" or other deicing/recovery functions provided there is no displacement of manpower.

DATED at **Mississauga** this \_\_\_\_ day of \_\_\_\_\_, 2000.

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THE **INTERNATIONAL ASSOCIATION** OF  
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**LETTER OF AGREEMENT NO. 7**

**BOBCAT PREMIUM**

The Company and the Union agree that there is a requirement for qualified and trained personnel to operate the Bobcat front-end loader in conjunction with snow melting operations at the Terminal 1 Deicing pad..

Due to the sporadic nature of this job requirement, the following parameters will determine the qualifications, operational requirements and compensation for the position,

1. Applicants will come from the Aircraft Service Attendant classification.
2. The Company will select and train four **(4)** applicants each year on or about October **15<sup>th</sup>** following the job posting procedure as described in Article **15.00** of the main Agreement.
3. The employees will receive a premium of one dollar and twenty-five cents **(\$1.25)** for every hour worked in the capacity with a four **(4)** hour minimum.
4. Suitably qualified applicants upon successful completion of the training will be selected in order of seniority.
5. The training will be conducted by a qualified hourly rated employee selected from the previous year's operation. This employee will be paid the Instructor's premium for each hour training.

The length and contents of the **training** will be determined by the Manager, Ramp Services.

**Qualifications**

- a) Possess a valid **AVOP** DA.
- b) Demonstrate an aptitude for operating machinery.
- c) Be able to work safely and efficiently in inclement weather.
- d) Be available for overtime as required.

The overtime will be offered pursuant to Article **18.00** of the main Agreement, restricted to the four **(4)** employees as described above.

DATED at **Mississauga** this day of \_\_\_\_\_, 2000.

**HUDSON GENERAL AVIATION  
SERVICES INC.**

**THE INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

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