

COLLECTIVE AGREEMENT

between

1791949 Ontario Limited C.O.B

A.O.S.S.

(Hereinafter referred to as the Company)

and the

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

(Hereinafter referred to as the Union)

Effective: December 5, 2011 to December 31, 2012
Airport Operations Support Services - COLLECTIVE AGREEMENT

ARTICLE 1 PURPOSE

1.01 The purpose of the Agreement is to establish and maintain an orderly collective bargaining relationship between Airport Operations Support Services, (hereafter known as the Company) and its employees, the International Association of Machinists and Aerospace Workers (hereafter known as the Union) to set forth all Agreements concerning rates of pay, hours of work and working conditions to be observed by the parties hereto, and to provide an amicable method of settling any differences that may arise in the interpretation, application, administration or alleged violation of the Agreement. Agree

1.02 In the event that the Company changes ownership, merges with another company changes its corporate identity, the provisions of the Ontario Labour Relations Act will govern. In the event the employer's contract with the GTAA is terminated during the life of this collective agreement, the employer will notify the union as soon as possible prior to the cessation of the contract.

ARTICLE 2 SCOPE AND RECOGNITION

2.01 The Company recognizes the Union as the exclusive bargaining agent of all Operational Support Representatives employed by 1791949 Ontario Ltd. c.o.b Airport Operations Support Services, at Toronto Pearson International Airport, save and except supervisors and persons above the rank of supervisor.

ARTICLE 3 UNION SECURITY

3.01 Membership in the Union shall be available to any employee working for the Company, employed as Operations Support Representative, eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local

3.02 All employees covered by this Agreement must become members of and maintain membership in good standing in the Union as a condition of employment within thirty (30) days of the date they commenced employment. They shall maintain membership as a continuing condition of employment. Subject to Article 10.

3.03 The Company shall deduct Union dues from the earnings of each employee bi-weekly, which shall be paid to the Union not later than the tenth (10th) day of the following month in which they are deducted.

The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Union recognizes that it is the exclusive right and responsibility of the company to operate and manage its business and to determine, among other things, the location(s), schedules(s) of work, employee complement, method(s) and means of its operation(s) from time to time, in accordance with its mandate.
- 4.02 Except as specifically provided herein, the provisions of this agreement do not restrict or limit the rights recognized as vesting in management.
- 4.03 The company has the authority and responsibility to implement and distribute reasonable and lawful rules and regulations to be followed by all employees for the purpose, among other things, of maintaining efficient operations and fiscal responsibilities, including rules and regulations designed for the protection, health and safety of its employees in the workplace and the protection and safety of the public and users of the airport facilities and the security of the airport facilities.
- 4.04 The company shall not exercise its rights arbitrarily or in bad faith, and subject to and consistent with the provisions of this Agreement.

ARTICLE 5 UNION REPRESENTATION

- 5.01 The Company agrees to recognize the following committees of the Union to represent the employees for the purposes described herein:
 - a) A Negotiating Committee comprised of not more than three (3) employees, one (1) of whom shall be the Chief Steward, the other Committee members, selected by the employees, to act on behalf of the membership, in negotiating a Collective Agreement, or renewal thereof, with the Company. Members of the Negotiating Committee will maintain their wages with the employer for any time spent in direct negotiations with the Company, and
 - b) Delete
 - c) The Union will elect a total of five (5) Shop Stewards, one of which will be the Chief Shop Steward. These Stewards will be responsible for the administration of the Collective Agreement. The Company shall undertake to communicate with the Union through the Chief Shop Steward or through the Chief Shop Steward's designated replacement.
 - d) A Shop Steward or Shop Chairperson/Chief Steward shall be permitted the necessary time during working hours without loss of pay to perform the functions provided by Article 6. He/she shall not leave his/her work station except as provided by the said Article 6 and only after having informed his supervisor as to the nature of his business and receiving consent to leave.
 - e) A Shop Steward or Shop Chairperson/Chief Steward shall be permitted to attend to and perform functions provided by article 6, but only with the prior consent of the company. This consent will not be unreasonably withheld and will be granted based on operational requirements and after the union has informed the company as to the nature of the business. Such time may be reasonably granted during working hours and will be without loss of pay. He/she shall not leave his/her workstation for any purpose other than as provided by the said article 6 and must remain within the work premises at all times and

must remain in communications with the company should his/her presence be required to deliver services to a client of the company.

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

ARTICLE 6 GRIEVANCE PROCEDURES AND DISCIPLINE

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

Step One

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

pursued. The Company shall respond in writing within seven (7) days from the time when such grievance was presented.

Step Two

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

General Provisions

6.06 In the event that, in the opinion of the Union, two (2) or more employees have grievances relating to the interpretation, application, administration or alleged violation of the provisions of the Agreement which are sufficiently common in nature that they may be conveniently dealt with together, such grievances shall constitute a group grievance and it shall be presented at Step Two.

6.07 Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement, may be submitted by either of the parties to the other. Notice of the grievance shall be given in writing within ten (10) days when either party becomes aware of the situation, a meeting shall be scheduled between the grievance committee plus the General Chairperson, or his/her designate, and the Company representative(s) designated for that purpose. This meeting is to be held within ten (10) days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) days following the date of such meeting. If no settlement is reached the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement."

6.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.

6.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken within the time limits set forth in Articles 6 or 7 or the matter shall be deemed to have been abandoned. A step is deemed to have been taken when notice is personally presented to a management representative by the party who filed the grievance.

6.10 Any and all the time limits set forth in Article 6 or 7 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties in writing. Agreement to the reasonable extension of a time limit shall not be unnecessarily withheld, provided the request precedes the expiry of the time limit.

Dismissal and Suspension

6.11 If the Company determines that an employee is to be dismissed or suspended, it shall notify in writing both the employee concerned and the Union via scanned email and/or fax provided by the Union.

6.12 If an employee, who has acquired seniority, believes that he/she has been dismissed or suspended without just cause, the grievance shall be presented at Step Two within seven (7) days after notice has been given to the employee. If a suspension is grieved the Company may not put the suspension into effect until the grievance is settled, abandoned or determined by reference to arbitration.

6.13 If an employee is dismissed such dismissal will take effect immediately upon the employee receiving notice thereof.

Progressive Discipline

6.14 An employee may be disciplined for just cause. The company shall advise the employee of his/her right to have union representation to attend a meeting, the purpose of which is to render disciplinary action.

6.15 When rendering discipline, the company shall give the employee a letter stating the level of and outlining the reasons for the disciplinary action. A copy of such letter must be provided to the union on the day discipline is meted out.

6.16 Any document or written statement related to disciplinary action, which may have been placed in the personal file of an employee shall be destroyed by the company after one (1) year has lapsed since the disciplinary action was taken, provided there has been no repeat of the same or similar misconduct during this period.

6.17 If an employee is suspended without pay pending investigation for an alleged act of misconduct, benefits will be maintained and if the investigation has not been completed within 2 weeks of suspension without pay, the suspended employee shall, unless the alleged misconduct is under criminal investigation by the police, receive regular wages after 2 weeks, until such time as the company's investigation is concluded and the decision is made by the company.

6.18 If an employee, who acquired seniority, believes he/she has been dismissed or suspended without just cause, the grievance shall be presented at step 2 within 7 days after notice has been given to employee.

NOTE: Nothing in this section shall be construed in any manner as a substitution, or waiver of any right to the grievance process as outlined in this section.

6.19 Disciplinary action can only be taken by a management representative.

ARTICLE 7 ARBITRATION

7.01 In the event that any grievance concerning the interpretation, application, administration or alleged violation of the Agreement shall not have been satisfactorily settled under the provisions of Article 6, the matter may then be referred to arbitration by notice in writing by one party to the other within seven (7) days from the decision of the Company under Clause 6.05 or Clause 6.07 or of the Union under Clause 6.07. The notice shall contain a copy of the grievance, the remedy sought and the name, address and phone number of that party's proposed Arbitrators. The format of the arbitration will be as mutually agreed and may be single or expedited as per the procedure detailed in Clause 7.07. In the event the parties do not agree to the format the procedure shall be single arbitration.

- 7.02 The recipient of the written notice, referred to in Clause 7.01, shall notify in writing the other party, within seven (7) days after notice has been given, as to the name and address of its proposed Arbitrators. The parties, within ten (10) days of the second notice, shall endeavour to agree upon an Arbitrator but, if the parties are unable to agree upon an Arbitrator within the ten (10) day period, then either party may request that the Labour Board make an appointment.
- 7.03 Subject to Clause 6.06, each grievance submitted to arbitration shall be heard separately.
- 7.04 The issue(s) raised in the written grievance shall be presented to the Arbitrator and his/her award shall be confined to such issue(s). The findings of the Arbitrator as to the facts and as to the interpretation, application, administration or alleged violation of the provisions of the Agreement shall be conclusive and binding on all parties concerned, but the Arbitrator is not authorized to alter, modify or amend any part of the Agreement.
- 7.05 Deleted
- 7.06 Any grievance involving the interpretation, application, administration or alleged violation of the Agreement, which has been disposed of under the provisions of Article 7, shall not be made the subject of another grievance.
- 7.07 The Company and the Union shall share equally all the common expenses related to the arbitration process. The costs and allowances to be paid to witnesses shall be paid by the party calling such witness. No costs of arbitration shall be awarded to or against either party.

Expedited Arbitration

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

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.
 - 4. Decisions will be:
 - i) rendered verbally to parties within three (3) working days of hearing
 - ii) confirmed in writing within two (2) calendar weeks of hearing
 - iii) the written decision shall set forth a brief explanation of the facts and the terms of the agreement and/or law, relied upon for the decision

- iv) without precedent or prejudice to future proceedings unless otherwise agreed by the parties
 - v) binding on both parties
 - vi) consistent with the terms of the agreement.
5. All common fees and expenses related to the expedited arbitration process shall be shared equally by the parties.
6. It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time:
- i) A brief of pertinent documents will be jointly presented to the Chairperson.
 - ii) If possible, a statement of agreed to facts will be jointly presented to the Chairperson.
 - iii) The arbitrator shall have all the powers vested in him/her by the Ontario Labour Relations Act.
 - iv) The arbitrator shall not have jurisdiction to alter and/or modify any provision and not give any decision inconsistent with the terms and provisions of this agreement.

ARTICLE 8 HEALTH AND SAFETY

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

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

8.02 a) A Health and Safety Committee shall be established as required by applicable Provincial Health and Safety laws or regulations.

b) The Safety Committee shall be comprised of no less than 4 committee members; at least half of the members must be employees who do not exercise managerial functions and have been selected by the Union.

8.03 **Employees to Work in Safe Manner**

While at work, employees shall:

- a) Use such safety materials, equipment, devices and clothing as are intended for their protection and furnished to him/her by the employer or as are prescribed:
- b) follow prescribed procedures with respect to the health and safety of employees,
- c) take all reasonable and necessary precautions to ensure the health and safety of:

- i) himself/herself
 - ii) his/her fellow employees, and
 - iii) any person likely to be affected by the employee's acts or omissions.
- d) comply with all instructions from the Company concerning the health and safety of employees,
 - e) cooperate with any person(s) exercising a duty imposed under this Article or any health and safety law or regulation(s),
 - f) cooperate with a Health and Safety Committee established for the workplace,
 - g) report to the Company anything in the workplace that is likely to be hazardous to the health or safety of the employee, his/her fellow employees or other persons granted access to the workplace by the employer,
 - h) Report in the manner prescribed, every accident or other occurrence arising in the course of, or in connection with, his/her work that has caused injury to the employee or to any other person. Such notification must be made immediately.

8.04 Smoke Free Environment

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

ARTICLE 9 SENIORITY

9.01 The seniority of an employee means the length of his continuous service with the Company since the date of his/her last hiring by the Company as per Article 10.01.

9.02 The seniority of an employee shall be completely lost and his/her employment shall be automatically terminated if he/she:

- a) quits, or
- b) is discharged and not reinstated in accordance with the provisions of the Agreement, or
- c) is absent from work for three (3) or more consecutive days without notifying the Company unless he/she gives a reason satisfactory to the Company for his/her failure to so notify the Company, or
- d) is laid off for a period in excess of twenty four (24) months, or
- e) fails to notify management of his/her intention to return to work within five (5) days of being given notice of recall under Clause 11.02 or fails to return to work on the date of recall as set out in the notice of recall, or

9.03 Within thirty (30) days after the signing of this Agreement, the Company shall post the location seniority lists showing the seniority of each employee. An employee shall have thirty (30) days to challenge the applicable seniority list with respect to his/her seniority. Thereafter, the seniority date of each employee shall be deemed to be conclusive.

- 9.04 The Company will provide the Union with the current seniority lists showing each employee's seniority date, current address, classification and rate of pay, on June 30th of each year.
- 9.05 When two or more employees in the bargaining unit commence employment on the same date, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of the company and a union representative.
- 9.06 The seniority of an employee who is transferred to a position outside the bargaining unit shall be retained for three (3) months and must maintain their Union dues for this period. After three (3) months then he/she shall be then removed from the list and will be ineligible to return to the bargaining unit. An employee that is deemed to have been terminated for just cause shall not be eligible to return to the bargaining unit.

ARTICLE 10 PROBATIONARY EMPLOYEES

- 10.01 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed and worked scheduled shifts for 180 calendar days at which time he/she shall become entitled to seniority dated from his/her last hiring with the Company. The Company shall have the right to dismiss a probationary employee at their sole discretion and such dismissal shall not be the subject of a grievance under Article 6 or 7 of the Agreement.

ARTICLE 11 REDUCTIONS IN WORK FORCE

- 11.01 When there is any reduction in the workforce the Company shall layoff in reverse order of seniority.
- 11.02 A written notice will be issued by hand delivery or sent by registered mail to the most recent address on the employee's employment file, which shall constitute proper notice. It shall be the responsibility of the employee to inform the Company and the Union of his/her current address by registered mail or in person provided written acknowledgement is retained by said employee.
- 11.03 A reduction in the work force by termination or layoff will be in compliance with the Ontario Employment Standards Act.

ARTICLE 12 DELETE

ARTICLE 13 LEAVE OF ABSENCE

- 13.01 The Company may, within its absolute discretion, grant a leave of absence without pay for a period not exceeding thirty (30) calendar days to an employee, such request will not be unreasonably withheld, provided that:
 - a) the employee gives notice in writing to the Supervisor of his/her request for a Leave of Absence at least thirty (30) calendar days prior to the proposed commencement of the leave of absence (except in the case of emergency), and
 - b) In the sole judgment of the Company, the proposed leave of absence will only be granted based on operational requirements.

- c) DELETE
- d) Employees on leave of absence must maintain their Union dues. Failure to maintain Union dues will result in loss of all seniority.

13.02 The Company shall notify in writing the applicant of its decision within seven (7) days after the request was made by the employee to the Company. Copy will be sent to the Union.

13.03 The Company has agreed that leave of absence will be administered on the following basis:

1. Requests must be made in accordance with Clause 13.01 (a).
2. Seniority will continue to accrue during such Leave of Absence subject to 13.01 (d).

13.04 Upon return from a Leave of Absence without pay 30 days or less, an employee shall have the right to be reinstated to his/her position equivalent to the one he/she occupied at the time he/she left. If there has been a reduction of manpower during the absence of the employee, he/she may exercise his/her bumping rights upon his/her return.

ARTICLE 14 LEAVES OF ABSENCE FOR UNION BUSINESS

14.01 The Company may grant a Leave of Absence to represent the Union at Union conventions, seminars and education classes provided the Company is given at least seven (7) days advance notice in writing by the Union and, in the judgment of the Company, such Leave of Absence can be arranged without undue inconvenience to normal operations. Time consumed for these union activities will be reimbursed to the company.

14.02 DELETED

ARTICLE 15 BEREAVEMENT LEAVE

15.01 When a death occurs in the immediate family of an employee, the employee shall be granted three (3) consecutive working days paid bereavement leave, inclusive of the day of the funeral.

15.02 An additional seven (7) consecutive working days may be granted without pay to facilitate the employee for travel arrangements if the death occurred outside of the province or country on the proviso that proof of travel is submitted prior to taking the leave.

15.03 Every employee who has completed three consecutive months of continuous employment by the employer is entitled to bereavement leave under this section and will be paid at his regular rate of pay for his/her normal hours of work and such pay shall for all purposes be deemed to be wages

15.04 "Immediate family" is defined in the Ontario Employment Standards. The Company may also consider granting further additional leave, without pay, on a compassionate basis if operationally feasible. The Company may require the employee to provide proof of death or burial if this additional leave is granted.

15.05 If an employee is notified of a death in his/her immediate family while on shift, he/she shall be relieved from duty and paid for the balance of his/her shift.

15.06 Company may request proof of death.

ARTICLE 16 ILLNESS / ACCIDENT / INJURY / ABSENCE

16.01 In the event that an employee is absent due to illness, or non-occupational injury the Company will continue to pay one hundred percent (100%) of the premiums for:

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

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

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

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

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

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

16.03 If the Company requests a doctors note from the employee to substantiate any medical absence the company will reimburse the employee provided the employee presents a receipt of payment from the doctor.

16.04 Where there is a legal duty on the Company to accommodate an employee due to illness, injury or disability, the Company may request a statement from the employee's attending physician (or specialist, if required by the Company) verifying the current period of absence and a prognosis stating the anticipated duration of the absence and medical restrictions. The costs associated with obtaining such a statement shall be borne by the Company.

ARTICLE 17 MATERNITY/ PARENTAL LEAVE

17.01 Maternity/Parental leave shall be as per the Ontario Employment Standards.

17.02 The employee shall give the Company four (4) weeks' notice in writing, of the day upon which she intends to commence the leave.

17.03 An employee who does not apply for leave as set forth in Clause 17.02 and who is otherwise entitled to maternity leave, shall be granted a Leave of Absence under Clause 16.02 upon providing the Company with a certificate of a qualified medical practitioner, stating that she was

not able to perform her work because of an unexpected medical condition directly attributable to pregnancy and the date of her maternity leave.

- 17.04 No later than one month prior to the expiration of their Maternity/Parental Leave the employee shall provide the Company with thirty (30) days' notice in writing of their intention to either resign or return from leave. This decision may be changed up to fifteen days (15) prior to the expiration of the Leave, where an employee intends to resume their employment with the Company upon the expiration of the leave granted, in accordance with the provisions of Article 16. The Company shall reinstate them to their former position or provide them with alternative work of a comparable nature at not less than the same wages and benefits.

ARTICLE 18 HOURS OF WORK AND OVERTIME

- 18.01 Full Time employees will be scheduled forty (40) hours per week and eight (8) consecutive hours per day, inclusive of a paid lunch per location which will be scheduled between the third and fifth hour of the scheduled shift. All employees will be entitled to one half ($\frac{1}{2}$) hour paid meal period per day and two (2) fifteen (15) minute paid breaks per day. All shifts will have two (2) consecutive days off. Shift preferences will be based upon the employee's seniority in the case of posted open shift bids. The minimum hours of pay for any shift for which an employee is dispatched shall be four (4) hours providing the employee is not removed for just cause. This Clause may be amended by mutual agreement. The Company shall not impose split shifts within a regular work week.
Part Time employees will be permitted to work up to twenty-five (25) hours per week excluding overtime. This clause may be amended by mutual agreement between the Union and the Company.
- 18.02 For the purpose of Clause 18.01 a day shall commence at the start of an employee's shift and shall end twenty-four (24) hours later. A week shall commence at 00:01 hours Monday morning and end at 00:00 hours Sunday night.
- 18.03 An employee who works five (5) consecutive hours of work in a day shall be entitled to a thirty (30) minute paid meal period at mutually agreeable times during such day and as per Clause 18.01. An employee who works four (4) hours in a day shall be entitled to one (1) fifteen (15) minute paid break during such day at a mutually agreeable time.
- 18.04 Whenever possible, the Company will maintain the manpower at each location as per the posted work schedule.
- 18.05 The Company shall post work schedules at least fourteen (14) calendar days in advance of the implementation of the work schedule. The Company, however, may change posted work schedules due to unforeseen circumstances in which case the Company shall endeavour to contact the employee(s) concerned at least seventy two (72) hours before such change. In the event the employee receives less seventy two (72) hours notice, all hours worked within the twelve (12) hours will be paid at one and one-half ($1\frac{1}{2}X$) times their regular hourly rate.
- 18.06 All hours worked in excess of the scheduled hours of work, referred to in Clause 18.01, shall be paid at the rate of one and one-half ($1\frac{1}{2}X$) times the employee's regular basic hourly rate.

Example: Eight (8) hours per day.

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

- 18.07 In no case shall an employee be entitled to more than one and one-half (1½X) his/her regular hourly rate for any time worked in excess of their regular scheduled.
- 18.08 Each employee is expected to work a reasonable amount of overtime if requested to do so by the Company and the employee is available to perform such work. An employee who works overtime shall not be required to take time off one (1) or more of his/her scheduled days of work to offset the work performed at the overtime rate, except by mutual agreement between the Company, the Union and the employee.
- 18.09 The Company shall endeavour to distribute overtime equitably and by seniority among qualified employees except where it is not possible to do so. Overtime in excess of four (4) hours will be first offered to Senior Full Time qualified employees on days off. Providing advanced notification for the overtime requirement exceeds two (2) hours. Otherwise, overtime of four (4) hours or less will first be offered to Full Time employees before or after their regularly scheduled shift. If Full Time employees fail to accept the overtime offered as above, overtime will then be offered to Part Time employees under the same conditions as above.
- 18.10 An employee may exchange a shift with another employee only with prior management approval, and provide at least 24 hours written notice of the request and that it does not result in additional cost to the company. Management approval will depend on operational requirements. The employee's ability to trade shifts is not intended to allow employees to be absent from the workplace for extended periods of time and/or alter established shift patterns.
- Clause 18.06 shall not apply to the hours an employee works in excess of the standard hours as the result of exchanging a shift with another employee.
- If a shift trade is not honored, the company shall implement the following remedy: the employee who traded the shift will have his/her pay docked and the employee who took the shift will have his/her shift trade privileges suspended for 90 days unless proof is provided that the employee was on verified illness leave.
- 18.11 All employees are required to provide reasonable advance notice when calling absent for all shifts. This notification must be provided to a management representative or designate. In the event that the manager or designate is unavailable, the employee must personally leave a message providing reasons for the lateness or absence, and contact information stating a telephone number at which the employee can be contacted. A contact number will be provided to every employee by his/her supervisor as to what number to call when reporting an absence.
- Reasonable advance notice means that the Company needs to be advised in a timely fashion, whenever possible, the day prior to the scheduled start of the shift, so as to give it adequate time to get a relief employee in to fill the shift at the scheduled start.
- 18.12 An employee who reports for work as scheduled is entitled to four (4) hours' pay if no work is available and he/she has not been advised in advance except in cases beyond the Company's control or when an employee has been absent on his/her immediately preceding scheduled work day. This Clause may be amended by mutual agreement between the Company and the Union.
- 18.13 All time spent in attendance at any proceeding, arising out of actions performed on behalf of the employer or the employers client, shall be paid at the applicable rate. Monies from the Court shall be reimbursed to the employer.

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

ARTICLE 19 UNIFORM

19.01 The Company shall supply the following uniform items annually at no cost to the employee;

(Probationary employees will receive one half of the allotted uniform items listed below subject additionally to the appropriate seasonal requirements of their probationary period.)

<u>Item</u>	<u>Quantity</u>
Shirts	4
Pants	4
Blazer	2
Scarf / Tie	2
Maternity wear	2 (only if needed)

19.02 Blank.

19.03 Should an item be damaged due to reasonable wear and tear within a one year of issue, the company will replace the damaged item providing that it is returned in a timely manner to the Company. The cost for this replacement will be borne at the cost of 100% by the Company. Any lost or damaged uniform components directly due to employee negligence will be replaced at the cost 100% borne by the employee. Employees will have the option to purchase additional items through the company at their cost.

19.04 Employees whose employment terminates with the Company will return any item of Company property.

19.05 Blank.

19.06 Failure to report to work in full company uniform will result in disciplinary action. No substitutions allowed except in case of maternity

ARTICLE 20 DUTIES OF EMPLOYEES

20.01 Comprises all those employees who perform document checks, control passenger flows, access to/from restricted and controlled areas and other related duties to any of the foregoing.

ARTICLE 21 VACATION WITH PAY

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

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

- i) An employee, with more than one (1) but less than five (5) completed years of service shall receive a two (2) week vacation with pay equivalent to four percent (4%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.
- ii) An employee, upon completion of five (5) years of service shall receive a three (3) week vacation with pay equivalent to six percent (6%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.
- iii) An employee, upon completion of ten (10) years served shall receive four (4) weeks vacation with pay equivalent to eight percent (8%) of his/her gross earnings for the preceding vacation year, pursuant to his/her employment with the Company.

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

ARTICLE 22 PAID HOLIDAYS

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

- New Year's Day
- Family day
- Good Friday
- Victoria Day
- Canada Day
- Labour Day
- Thanksgiving Day
- Christmas Day
- Boxing Day

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

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

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

- 22.04 An employee, who qualifies for holiday pay and is not required by the Company to work on any of the above holidays, shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work as per Federal Labour Code.
- 22.05 An employee, who qualifies for holiday pay and is required by the Company to work on any of the above holidays, shall be paid one and one-half (1½X) times his/her regular basic hourly rate for time worked on such holiday in addition to his/her pay.
- 22.06 If any of the above holidays are observed by the Company while an employee is on a scheduled vacation or on his/her regular day off, the Company shall compensate the employee on the following basis:
 - a) Payment for the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work, or
 - b) A day off with pay, in accordance with a) above, in lieu of the holiday. Such day may be taken in conjunction with his/her vacation or at some other mutually agreeable time.

ARTICLE 23 WAGES

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

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

ARTICLE 24 MISCELLANEOUS

- 24.01 The Company will distribute Record of Employment statements in accordance within Provincial Regulations.
- 24.02 The Company shall provide an employee break room with appropriate chairs, tables, refrigerator and microwave.
- 24.03 All employees will provide change of address notification and phone number within fifteen (15) days of change to the information on file. A copy of this information will be provided to the Union.
- 24.04 If an employee quits, is dismissed, suspended, goes on vacation, is off work due to a work-related injury, Leave of Absence (LOA), or extended illness, he/she will immediately relinquish all keys, passes, tools and safety equipment to a person designated by the Company. Such designated shall provide a receipt to the employee.
- 24.05 Half size individual day lockers will be provided where possible for the use of each employee during the employee’s shift. Employees shall remove all locks from the lockers at the end of their shift as a courtesy to their fellow employees.
- 24.06 The company will provide the Union with copies of all correspondence given to any employee.

ARTICLE 25 BULLETIN BOARD

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

ARTICLE 26 GENERAL PROVISIONS

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

26.02 DELETE

ARTICLE 27 NOTICES

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

To the Company

AOSS
Toronto Pearson Intl. Airport
P.O. Box 6036
Toronto AMF, Ontario
L5P 1B2

To the Union

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

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

ARTICLE 28 INTERPRETATION

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

ARTICLE 29 TERM

29.01 The Agreement shall be in effect from December 5, 2011 and continue in full force and in effect until December 31, 2012

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

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

Signed at Toronto this 29 day of November, 2011.

A.O.S.S.

**INTERNATIONAL ASSOCIATION of
MACHINISTS and AEROSPACE WORKERS**

Bernard Drag
President

Lou Pagrach
General Chairperson

Loreta Estalilla
Negotiations Committee Member

Nicolette Morrison
Negotiations Committee Member

APPENDIX A

Wage Grid:

Starting wage	\$11.00/hour
After probation	\$11.44/hour
After 2 years of service	\$11.80/hour
After 3 years of service	\$12.20/hour
After 4 years of service	\$12.35/hour

The wage grid will be effective on the date of ratification, and any wage increase will be paid only to those employees who are members of the bargaining unit at ratification. There shall be no retroactivity of wages. Any employee whose wage is not consistent with the above Wage Grid, he/she will be grandfathered to his/her current rate until he/she becomes eligible to the next wage level.

All those employees, who are members of the bargaining unit at ratification, will receive a signing bonus of Two Hundred (\$200.00) Dollars, minus statutory deductions.

- 1) The above rates of pay will be effective December 5, 2011.

APPENDIX B

BENEFITS

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

No changes to these benefits can occur unless mutually agreed to between the Company and the Union.

The cost of the benefits (invoices received from the Insurer) will be shared on a 50/50% basis between the employee and the Company.