

# NEGOTIATIONS 2024

BETWEEN



AND

**I.A.M. & A.W.**



**FINAL TENTATIVE AGREEMENT 2024**

## TBH AND I.A.M. & A.W. NEGOTIATIONS 2024

### ARTICLE 2 - SCOPE AND RECOGNITION

#### PRESENT LANGUAGE:

- 2.1 The Company recognizes the Union as the Bargaining Agent for all employees of TBH Services employed as Passenger Service Agents, DA Drivers and Lead Hands, in the Province of Ontario, excluding supervisors and persons above the rank of Supervisors.

#### PROPOSED CHANGE:

- 2.1 The Company recognizes the Union as the Bargaining Agent for all employees of TBH Services employed as Passenger Service Agents, DA Drivers, **Ramp Agent** and Lead Hands, in the Province of Ontario, excluding supervisors and persons above the rank of Supervisors.

### ARTICLE 3 - UNION SECURITY

#### PRESENT LANGUAGE:

- 3.1 Membership in the Union shall be available to any employee working for the Company employed as a Passenger Service Agents, DA drivers and Lead Hand 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.

#### PROPOSED CHANGE:

- 3.1 Membership in the Union shall be available to any employee working for the Company employed as a Passenger Service Agents, DA drivers, **Ramp Agent** and Lead Hand 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.

### ARTICLE 6 GRIEVANCE PROCEDURE

#### PRESENT LANGUAGE:

- 6.17 Discipline letters will not be relied upon after one (1) year of employee being discipline free unless otherwise stated in writing.

#### PROPOSED CHANGE:

- 6.17 Discipline letters will not be relied upon after one (1) **calendar year from the date of the letter** of employee being discipline free unless otherwise stated in writing.

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**ARTICLE 6 GRIEVANCE PROCEDURE**

**ADDITIONAL LANGUAGE:**

6.18 It is understood that during any meeting and/or discussion between management and an employee that may result in disciplinary action, the employee has the right to have a shop steward present. Management will inform the employee of this right and will make a shop steward available. In the event an employee prefers to select a shop steward, the company will make a reasonable effort to allow the preferred shop steward time to attend the meeting/discussion. If the preferred Shop Steward is not available/away from the workplace, the steward that has been made present by the company shall be present for the meeting.

**ARTICLE 8 - HEALTH AND SAFETY**

**ADDITIONAL LANGUAGE:**

8.7 **Training**

It is understood that employees will not be placed in a location/function unless they have received proper training and/or briefing of the job function to perform the role assigned.

**ARTICLE 9 - SENIORITY**

**PRESENT LANGUAGE:**

9.2 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 eighteen (18) 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

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**PROPOSED CHANGE:**

- 9.2 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 eighteen (18) months, or
  - e) fails to notify management of his/her intention to return to work within **seven (7)** 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

**ARTICLE 10 PROBATIONARY EMPLOYEES**

**PRESENT LANGUAGE:**

10.1 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed and worked scheduled shifts for One Hundred and Eighty Days (180) consecutive 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.

**PROPOSED CHANGE:**

10.1 Notwithstanding anything in the Agreement, a person shall be considered to be a probationary employee and he/she shall have no seniority until he/she has been employed and worked scheduled shifts for **one hundred and fifty (150)** consecutive 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.

**ARTICLE 11 - REDUCTION IN WORK FORCE**

**PRESENT LANGUAGE:**

11.8 If within five (5) calendar days of receipt of a notice of recall an employee fails to notify the Company of his/her intention to work, or fails to provide reasons

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that would satisfy the Company that he/she is unable to work due to accident or illness, or other significant cause, he/she shall lose all seniority and his/her name will be removed from the seniority list in accordance with Article 9.02 (e).

### PROPOSED CHANGE:

- 11.8 If within **seven (7)** calendar days of receipt of a notice of recall an employee fails to notify the Company of his/her intention to work, or fails to provide reasons that would satisfy the Company that he/she is unable to work due to accident or illness, or other significant cause, he/she shall lose all seniority and his/her name will be removed from the seniority list in accordance with Article 9.02 (e).

### ARTICLE 15 – BEREAVEMENT LEAVE

#### PRESENT LANGUAGE:

- 15.1 When a death occurs in the immediate family of an employee, the employee shall be granted three (3) days paid bereavement leave. These days will be granted on the consecutive working days after notification to the Company following the day on which the death occurred.
- 15.2 An additional seven (7) days may be granted without pay to facilitate the employee for travel arrangements if the death occurred outside of the province or country.

#### PROPOSED CHANGE:

- 15.1 When a death occurs in the immediate family of an employee, the employee shall be granted three (3) days paid bereavement leave. These days will be granted on the consecutive working days after notification to the Company following the day on which the death occurred. **The employee has the option of taking another 7 days of unpaid leave, for a total of ten (10) days which can be taken in one or more periods.**
- ~~15.2 An additional seven (7) days may be granted without pay to facilitate the employee for travel arrangements if the death occurred outside of the province or country.~~

### ARTICLE 16 - ILLNESS / ACCIDENT / INJURY / ABSENCE

#### PRESENT LANGUAGE:

- 16.3 If the Company requests a doctor's note from the employee to substantiate any absence **3 days or longer** the company will reimburse the employee provided the employee presents a receipt of payment from the doctor.

#### PROPOSED CHANGE:

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- 16.3 If the Company requests a doctor's note from the employee to substantiate any absence **5 days or longer** the company will reimburse the employee provided the employee presents a receipt of payment from the doctor.

### ARTICLE 18 HOURS OF WORK AND OVERTIME

- 18.8 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. Employees, who accepts an overtime shift designated by the company will be stationed where the Company deems such overtime work to be performed. Overtime will be offered as per the employee's classification. In the event the Company requests overtime to an employee available to perform such work set in another classification, the company has the right to approve such overtime as operationally required and adjust their rate of pay accordingly. 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.

**Note: From LOU 1-2022 – Add to CBA; Parties agreed as per the LOU to include in CBA**

### ARTICLE 18 - HOURS OF WORK AND OVERTIME

#### ADDITIONAL LANGAUGE – ADD TO 18.01

- 18.1 During the open bid process, site selection shall determine the classification of the employee, except in the case of DA drivers who must bid an open Driver shift line. In the event an employee would like to switch from part time to full time or vise versa, a request must be sent in 7 days prior to the open bid process. Seniority shall determine whether a switch can be made with most senior employees having bumping rights to displace the least senior employee if required.

### ARTICLE 18 - HOURS OF WORK AND OVERTIME

#### PRESENT LANGUAGE:

- 18.11 ALL EMPLOYEES MUST PROVIDE FOUR (4) HOURS ADVANCE NOTICE BY TELEPHONIG 416-776-9004, WHEN THEY CANNOT REPORT FOR THEIR SCHEDULED SHIFT, UNLESS THE EMPLOYEE CAN PROVE THAT HE OR SHE WAS UNABLE TO PROVIDE FOUR (4) HOURS ADVANCE NOTICE. The employee must provide proof that he/she notified the company regarding their absence on the main phone number. Not showing up for work for three (3) or more consecutive days or four (4) days within a calendar year without notifying the Company on the main phone number 416-776- 9004 (only this number may
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be used) unless he/ she gives a reason satisfactory to the Company for his/her failure to notify the company will result in immediate termination.

**PROPOSED LANGUAGE:**

18.11 ALL EMPLOYEES MUST PROVIDE **THREE (3)** HOURS ADVANCE NOTICE BY **TELEPHONING 416-529-5244**, WHEN THEY CANNOT REPORT FOR THEIR SCHEDULED SHIFT, UNLESS THE EMPLOYEE CAN PROVE THAT HE OR SHE WAS UNABLE TO PROVIDE **THREE (3)** HOURS ADVANCE NOTICE. The employee must provide proof that he/she notified the company regarding their absence on the main phone number. Not showing up for work for three (3) or more consecutive days or four (4) days within a calendar year without notifying the Company on the main phone number **416-529-5244** (only this number may be used) unless he/ she gives a reason satisfactory to the Company for his/her failure to notify the company will result in immediate termination.

**ARTICLE 20 - DUTIES OF EMPLOYEES**

**ADDITIONAL LANGUAGE:**

**20.02 Ramp Agent**

Employed by the Company to perform the following duties:

- i) Process baggage and support oversize baggage movement as required by the Company rules, regulations and obligations.
- ii) Support baggage flow and hygiene as required by the Company

**Note: From LOU 1-2022 – Add to CBA; Parties agreed as per the LOU to include in CBA**

**ARTICLE 13 - LEAVE OF ABSENCE**

**PRESENT LANGUAGE:**

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

- a) The employee gives notice in writing to the Supervisor of his/her request for a Leave of Absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency), and

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

- a) The employee gives notice in writing to the **Director/Manager of Operations** of his/her request for a Leave of Absence at least thirty (30) days prior to the proposed commencement of the leave of absence (except in the case of emergency), and

**ARTICLE 18 - HOURS OF WORK AND OVERTIME**

**PRESENT LANGUAGE:**

18.2 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.

**PROPOSED CHANGE:**

18.2 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 **23:59** hours Sunday night.

**ARTICLE 19 – UNIFORM**

**PRESENT LANGUAGE:**

19.1 The Company shall supply a uniform on a continuous return basis at no cost to the employee, the uniform will consist of the following items:

<u>Item</u>	<u>Quantity</u>
Shirts	4 (full time), 2 (part time)
Pants	4 (full time), 2 (part time)
Work gloves	2 (pairs annually)
Shorts (Only airside employees)	2
Safety Vest (as applicable)	1
Ear Muffs (Only airside employees)	1 pair
Summer Jacket (Every three years)	1
Winter Jacket (Every three years)	1

The Company will provide one (1) winter and one (1) summer jacket every three years to all employees at no cost to the employee.

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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.

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

### **PROPOSED CHANGE:**

19.1 The Company shall supply a uniform on a continuous return basis at no cost to the employee, the uniform will consist of the following items:

<u>Item</u>	<u>Quantity</u>
<b>Shirts</b>	<b>2 (fulltime), 1 (parttime)</b>
<b>Pants</b>	<b>2 (fulltime 1 (parttime)</b>
Work gloves	2 (pairs annually)
Shorts (Only airside employees)	2
Safety Vest (as applicable)	1
Ear Muffs (Only airside employees)	1 pair
<del>Summer Jacket (Every three years)</del>	<del>1</del>
Winter Jacket (Every three years)	1
<b>Sweater (button up/sweatshirt)</b>	<b>1 each</b>

**Uniform sets will be replenished semi-annually and upon requests due to reasonable wear and tear.**

The Company will provide **one (1) winter jacket every three years and one (1) sweater upon request** to all employees at no cost to the employee. The Company will replace the damaged item providing **that the items are returned for sustainable recycling upon the initiation of the request.** 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. **It is the expectation of the company that employees maintain a clean and neat uniform. Basic hygiene is required by all staff when on shift to ensure a professional and consistent aesthetic is maintained when on the floor. Failure to maintain the standards set forth by the company will result in progressive discipline.**

Employees whose employment terminates with the Company will return any item of Company property **that was provided within the previous 12 months.**

### **ARTICLE 24 – MISCELLANEOUS**

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**CURRENT LANGUAGE:**

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

**Note: No change except that language has been bolded for emphasis**

**ARTICLE 27 - NOTICES**

**CURRENT LANGUAGE:**

27.1 Any notice in writing which either party gives to the other shall be provided immediately by facsimile and electronically. In the event notices are requested by express mail or postage prepaid, they shall be addressed as follows:

**To the Company**

TBH Services  
P.O. Box 6036  
Toronto AMF, Ontario  
L5P 1B2  
Phone: 416-776-9774

**To the Union**

IAWAW Transportation District 140 2580  
Drew Road, Suite 203  
Mississauga, Ontario  
L4T 3M5  
Phone: 905-671-3192

**PROPOSED CHANGE:**

27.1 Any notice in writing which either party gives to the other shall be provided immediately by facsimile and electronically. In the event notices are requested by express mail or postage prepaid, they shall be addressed as follows:

**To the Company**

TBH Services  
P.O. Box 6036  
Toronto AMF, Ontario  
L5P 1B2  
Phone: ~~416-776-9774~~ **416-529-5244**

**To the Union**

IAWAW Transportation District 140 2580  
Drew Road, Suite 203

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Mississauga, Ontario  
L4T 3M5  
Phone: 905-671-3192

**ARTICLE 28 - INTERPRETATION**

**ADDITIONAL LANGUAGE:**

28.3 For the purposes of language referring to his or her, this is considered to represent all genders.

**ARTICLE 28 - INTERPRETATION**

**ADDITIONAL LANGUAGE:**

28.4 Employees must work at least fifty one percent (51%) of their scheduled shifts in a quarter. The quarters will start on January, April, July, and October of each calendar year. In the event an employee has a reason that they will fall below this amount, they must provide substantiation of the reasons in advance to the Company.

**ARTICLE 29 – TERM**

**CURRENT LANGUAGE:**

29.1 The Agreement shall be in effect from November 1, 2021 and continue in full force and in effect until October 31, 2024 inclusive.

**PROPOSED CHANGE:**

29.1 The Agreement shall be in effect from November 1, 2024 and continue in full force and in effect until December 31, 2027 inclusive.

Note: The Collective agreement would be in effect for 3 years and 2 months. This would be to align with wage increases that take effect on January 1st.

**APPENDIX A**

**CURRENT LANGUAGE:**

**WAGE**

1) Employees upgraded temporarily to Driver or Lead Hand will be paid the applicable rates based on their years of service as noted above for all hours worked including overtime.

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- 2) For all hours outlined in Clause 28.02 employees will receive fifty cents (\$0.50) per hour in addition to their regular rate of pay.
- 3) Wage scale is in effect from November 1st, 2021- October 31, 2024  
Effective on November 1, 2021 hired employees will received the following starting wages, and after one (1) year of continous employment, will receive their wage increase in accordance with their job classification as established by the following wage grid:

(Scale below is from LOU 1-2022)

Renegotiated Rate Term:	DA Driver	PSA	Ramp Agent	Lead
June 1 <sup>st</sup> , 2022	\$19.00 or minimum wage (whichever is higher)	\$17.00 or minimum wage (whichever is higher)	\$18.00 or minimum wage (whichever is higher)	\$19.50 or minimum wage (whichever is higher)
June 1 <sup>st</sup> , 2023	\$19.48	\$17.43	\$18.45	\$19.99
June 1 <sup>st</sup> , 2024	\$19.97	\$17.87	\$18.91	\$20.49

\*Any employee who has successfully completed ten (10) or more years of employment will receive a premium of \$1.00 per hour as per their classification as identified below:

*Senior Premium:	DA Driver	PSA	Ramp Agent	Lead
June 1 <sup>st</sup> , 2022	\$20.00 or minimum wage (whichever is higher)	\$18.00 or minimum wage (whichever is higher)	\$19.00 or minimum wage (whichever is higher)	\$20.50 or minimum wage (whichever is higher)
June 1 <sup>st</sup> , 2023	\$20.48	\$18.43	\$19.45	\$20.99
June 1 <sup>st</sup> , 2024	\$20.97	\$18.87	\$19.91	\$21.49

**PROPOSED CHANGE:**

**WAGE**

- 4) Employees upgraded temporarily to Driver or Lead Hand will be paid the applicable rates based on their years of service as noted above for all hours worked including overtime.
- 5) For all hours outlined in Clause 28.02 employees will receive fifty cents (\$0.50) per hour in addition to their regular rate of pay.
- 6) Wage scale is in effect from November 1st, 2024- December 31, 2027.

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Effective on January 1, 2025 hired employees will received the following base wages, and after 3 years or after 10 years of continuous employment, will receive the wage increase in accordance with their job classification as established by the following

<u>Renegotiated Rate Term:</u>	<u>DA Driver</u>	<u>PSA</u>	<u>Ramp Agent</u>	<u>Lead</u>
January 2025      1	\$20.37 or minimum wage (whichever is higher)	\$18.23 or minimum wage (whichever is higher)	\$19.29 or minimum wage (whichever is higher)	\$20.90 or minimum wage (whichever is higher)
January 2026      1	\$20.78	\$18.59	\$19.68	\$21.32
January 2027      1	\$21.19	\$18.97	\$20.07	\$21.74

**Any employee who has successfully completed three (3) or more years of employment will receive a premium of \$0.25 per hour as per their classification as identified below:**

*Senior rate with 3 year plus Premium:	DA Driver	PSA	Ramp Agent	Lead
January 2025      1	\$20.62 or minimum wage (whichever is higher)	\$18.48 or minimum wage (whichever is higher)	\$19.54 or minimum wage (whichever is higher)	\$21.15 or minimum wage (whichever is higher)
January 2026      1	\$21.03	\$18.84	\$19.93	\$21.57
January 2027      1	\$21.44	\$19.22	\$20.32	\$21.99

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**Any employee who has successfully completed ten (10) or more years of employment will receive a premium of \$1.50 per hour as per their classification as identified below:**

*Senior rate with 10 year plus Premium:	DA Driver	PSA	Ramp Agent	Lead
January 1 2025	\$21.87 or minimum wage (whichever is higher)	\$19.73 or minimum wage (whichever is higher)	\$20.79 or minimum wage (whichever is higher)	\$22.40 or minimum wage (whichever is higher)
January 1 2026	\$22.28	\$20.09	\$21.18	\$22.82
January 1 2027	\$22.69	\$20.47	\$21.57	\$23.24

**Union note: Increase to base wage rates year over year at 2%, addition of a 3 year seniority premium of \$0.25, and increase to seniority premium from \$1.00 to \$1.50.**

**HOUSEKEEPING AMENDMENT – CHANGE IN CBA**

Any clause referring to “Chief Steward” will be changed to “**senior steward**”.

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## TBH AND I.A.M. & A.W. NEGOTIATIONS 2024

**Wage Scales showing dollar amounts of increase for each year:**

**Base Wage Rate:**

Compared to the Previous Year

Renegotiated Rate Term:	DA Driver	PSA	Ramp Agent	Lead
Jan 1st 2025 vs Current Rate	\$0.40	\$0.36	\$0.38	\$0.41
Jan 1st 2026 vs 2025	\$0.41	\$0.36	\$0.39	\$0.42
Jan 1st 2027 vs 2026	\$0.42	\$0.37	\$0.39	\$0.43

Any employee who has successfully completed three (3) or more years of employment will receive a premium of \$0.25 per hour as per their classification as identified below:

*Experience rate with Premium:	DA Driver	PSA	Ramp Agent	Lead
Jan 1st 2025 vs Current Rate	\$0.65	\$0.61	\$0.63	\$0.66
Jan 1st 2026 vs 2025	\$0.41	\$0.36	\$0.39	\$0.42
Jan 1st 2027 vs 2026	\$0.42	\$0.37	\$0.39	\$0.43

Any employee who has successfully completed ten (10) or more years of employment will receive a premium of \$1.5 per hour as per their classification as identified below:

*Senior rate with Premium:	DA Driver	PSA	Ramp Agent	Lead
Jan 1st 2025 vs Current Rate	\$0.90	\$0.86	\$0.88	\$0.91
Jan 1st 2026 vs 2025	\$0.41	\$0.36	\$0.39	\$0.42
Jan 1st 2027 vs 2026	\$0.42	\$0.37	\$0.39	\$0.43

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**Non-monetary Proposals**