

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GESTION-AIR**

**hereinafter called “The Company”**

**AND**

**THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS  
Represented by Transportation District 140**

**hereinafter called “The Union”**

**From May 1, 2009 to April 30, 2011**

**14051 (01)**

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**ARTICLE 1.0      PURPOSE**

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

**ARTICLE 2.0      RECOGNITION**

2.01    The Company recognizes the Union (IAMAW - District 140) as the sole and exclusive collective bargaining agent for its hourly rated employees at the Montréal Pierre Elliot Trudeau International Airport, excluding supervisors and those above the rank of supervisor, in accordance with the Certification issued by the Canada Industrial Relations Board on September 26, 2008.

2.02    Employees who are not members of the bargaining unit covered by this Collective Agreement, shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by this Agreement

Supervisors may perform bargaining unit work on an emergency and training basis only.

**ARTICLE 3.0      RIGHTS OF MANAGEMENT**

3.01    The Union acknowledges that it is the exclusive right of the Company:

- a)    To maintain order, discipline and efficiency, and
- b)    To hire, classify, direct, transfer, promote, demote, lay-off or dismiss employees for just cause, and
- c)    To operate and manage its business in all respects in accordance with, and not incompatible with any of the provisions of this Agreement.

The foregoing statements of Rights of Management 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 functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company, except where amended by this Agreement.

3.02    The Company agrees to give a fourteen (14) calendar days notice before it intends to make any change in written Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed or modified change to the Union.

- 3.03 The Company agrees that the exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement
- 3.04 The Company agrees to be fair and reasonable in the administration and application of its Rights of Management and discipline.

**ARTICLE 4.0 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 All 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.
- 4.03 The Company agrees to deduct union dues from employees pay cheque.

The Company agrees to remit monthly to the Union (Local Lodge 1751), the dues that have been deducted by no later than the fifteenth (15<sup>th</sup>) day of the following month, indicating in alphabetical order, the name of the employees and their status (CSST, etc.). The monies so deducted are not the property of the Company and shall be deposited in a trust fund for the Union.

- 4.04 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such pay period. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 4.05 The Company agrees to provide the IAM&AW District Lodge 140, on a semi-annual basis, with the names and addresses of the employees in the bargaining unit. These shall be mailed, or faxed to the District 140 office.

**ARTICLE 5.0 STRIKES AND LOCK-OUTS**

- 5.01 Strikes: It is hereby agreed that the Union will prohibit strikes in any form, for any reason, during the term of the collective agreement hereof.

In addition, during the term of the Collective Agreement, there shall be no lock-outs by the Company.

**ARTICLE 6.0 NO DISCRIMINATION**

- 6.01 No employee shall be discriminated against by the Company.
- 6.02 Where the word "masculine" is used in this Collective Agreement, it also means "feminine".
- 6.03 The Company agrees to abide by the Canadian Human Rights Act in all matters of personal and sexual harassment

**ARTICLE 7.0 UNION REPRESENTATION AND SAFETY**

- 7.01 The Union shall submit the name of the Chief Steward and Union Representatives to the Company.
- 7.02 The parties agree to have a labour relation meeting once a month as needed and upon request during working hours. The General Chairperson of District 140 may be present at the meeting with the Company
- 7.03
  - a) The Union may designate Union Stewards for each work shift. The Company shall be kept informed of the name of each Union Steward and the shift for which he has responsibility.
  - b) The Company and Union agree to establish a Health and Safety Committee in conformity with Part II of the Canada Labour Code in all matters pertaining to health and safety.

The Company agrees to abide by the Canada Labour Code in all matters of safety.

- 7.04 The Company recognizes that the necessity for performance by a Steward of the functions described in Article 9 hereof for settlement of a complaint or grievance can commonly arise during his regularly scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters, the Steward shall obtain permission of the Regional Duty Manager or of the immediate superior, such permission will not to be unreasonably withheld. He shall report to the Regional Duty Manager or to his immediate superior when resuming his regular duties.
- 7.05 The members of the Union Negotiating Committee shall be granted time off with pay necessary to conduct direct negotiations with the Company for a new Collective Agreement. The Union Negotiating Committee will be made of two (2) members, including the Chief Steward.

- 7.06 The Union shall reimburse the Company for the amount paid to employees that had been granted Union time clearance, the amount being the employee's salary plus ten percent (10%) for related expenses. The Company agrees that when an employee's scheduled day off falls during a leave of absence requested by the Union, such employee will be entitled to take another day off in lieu after having reached an agreement with the Company. The Union will then reimburse the Company.

## **ARTICLE 8.0 COMPLAINTS, GRIEVANCES AND DISPUTES**

- 8.01 The parties hereto desire that every complaint shall be dealt with as it justly deserves, as quickly as possible, and that adjustment of every complaint shall be promptly made. An employee who has cause for complaint shall discuss it with his Regional Duty Manager (First Step of the grievance procedure hereunder) within fourteen (14) calendar days of becoming aware of the cause of complaint or the right to grieve shall be deemed waived. If during any step of the grievance procedure it is required by either party that Union Representatives attend as an aid in settling the grievance, they will be granted the authorization to attend.

### **8.02 Discipline and Dismissal**

Prior to any suspension or dismissal, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter. Within three (3) working days, the Chief Steward shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same. In all circumstances leading to a disciplinary action, such matter shall be dealt with within fourteen (14) calendar days of the incident.

- 8.03 Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Union Steward at a place designated by the Company.
- 8.04 Any employee who has been dismissed may present a written grievance within fourteen (14) calendar days after the aforesaid disciplinary action. This grievance shall be entered at the Second Step of the Grievance Procedure provided by Article 9.07 hereof.
- 8.05 The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions or negotiations about the grievance, either directly or indirectly, with the aggrieved employee if the employee does not agree to such discussions.

8.06 Grievance Procedure – Step 1

An employee who has cause for complaint shall first discuss it with his Regional Duty Manager in presence of his Union Steward in an effort to reach a quick resolution of the situation.

8.07 Grievance Procedure – Step 2

Should an employee not receive satisfaction from a discussion with his immediate *Regional Duty Manager* pursuant to Article 8.06 hereof, within fourteen (14) calendar days of the meeting at Step 1, he shall state his grievance in writing on the appropriate form. The Chief Steward or his designee shall present it to the General Manager or his designated representative. The grievance shall provide a statement of the alleged violation and indicate the settlement requested. Within seven (7) calendar days thereafter, the Chief Steward or his designee shall meet with the General Manager to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the General Manager, or his designee, shall deliver to the Union his answer in writing.

8.08 Grievance Procedure – Step 3

Should the employee consider that a just settlement has not been found, he may present the grievance to the President or his designee within fourteen (14) calendar days after the date of the decision rendered at Step 2. Within fourteen (14) calendar days, a meeting to discuss the grievance at Step 3 shall be arranged. Within fourteen (14) calendar days thereafter, the President shall present the Company's final decision in writing to the Union.

8.09 The Company or the Union may waive any step of this procedure or extend the time limits by written agreement. Should either party fail to meet the time limits set out in the Grievance Procedure, that party must concede the grievance.

8.10 Unsettled Grievance

Any dispute unsettled at Step 3 may be submitted to arbitration by either party provided that the request is made within thirty (30) calendar days after the Step 3 decision has been announced.

8.11 Any written discipline shall be withdrawn from the employee's record after one (1) year following receipt of such discipline and, the incident(s) shall not subsequently be used to his detriment.



**ARTICLE 9.0        ARBITRATION**

- 9.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as provided herein.
- 9.02 No matter shall be submitted to arbitration by the parties hereto unless and until they have attempted to arrive at a settlement by the means provided by Article 8 hereof.
- 9.03 Within ten (10) calendar days after notice of intent to arbitrate has been given, as provided in Article 8.10 hereof, the name of an Arbitrator shall be submitted by the party requesting arbitration.
- 9.04 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify, or amend any part of this Agreement.
- 9.05 In hearing disputes arising out of the imposition of any disciplinary measures, the Arbitrator, where he finds such measure to be improper, may modify such measure.
- 9.06 Fees and expenses of the Arbitrators shall be shared equally by the parties.
- 9.07 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by said decision.

**ARTICLE 10.0        PROBATION**

- 10.01 The first sixty (60) days worked shall be the probationary period during which the Company will assess whether a new employee is suitable to be retained. During such probationary period, the employee will be evaluated. It is understood that such new employee, who sees his employment terminated during the probationary period, is not entitled to the grievance procedure. As a condition of employment, a new hired employee shall obtain his Class «D» driving license within three (3) months or more upon agreement between the parties, and after having been delivered a pass (without escort).
- 10.02 An employee transferring from one classification to another will be required to serve a probation of thirty (30) days worked in his new position. This probation is to provide the Company time to evaluate the employee's suitability in the new classification. The employee may exercise his seniority in his previous classification if he chooses to return to it or should he fail to successfully complete his probation.

## **ARTICLE 11.0 SENIORITY**

### 11.01 Definition

Company seniority for all employees shall be the length of service with the Company and shall govern vacation entitlement.

11.02 The classification seniority of an employee will commence from the date of entry into the classification, excepted for employees that were already working on the Jazz contract before working at Gestion-Air. For those employees, the date of entry into the classification will depend on the seniority list established as of May 5, 2007. Classification seniority shall govern:

- a) Retention as a result of lay-off.
- b) Recall following lay-off.
- c) Displacement (Bumping) rights.
- d) Shifts and Schedule selection, full time /part time.
- e) Vacation selection, full time/part time.

### 11.03 Termination of seniority and employment

Employee employment and seniority shall both terminate when:

- a) An employee voluntarily terminates his employment.
- b) An employee is discharged for cause and not re-instated.
- c) An employee has been laid off for more than twenty-four (24) months.
- d) An employee fails to report for work after termination of leave of absence.
- e) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when circumstances beyond the employee's control make it impossible to give such notice..
- f) An employee fails to report to the Company and does not show up at work after being recalled from layoff within fourteen (14) calendar days of receipt of notice of recall.

- 11.04 The Company will post seniority lists at six (6) months intervals and will provide the Chief Steward with one (1) copy. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) calendar days from the first day of posting to notify the Company for the purpose of having the seniority list corrected after which time, failing correction of the list, the employee may file a grievance. Employees on vacation leave and those on Leave of Absence at the time of posting will have fourteen (14) calendar days from their return to work to seek corrections.
- 11.05 a) Should an employee, be transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer.
- b) Any employee performing temporary functions outside the scope of this Agreement shall be paid the salary of the function. The employee will see his seniority frozen after sixty (60) days worked at the new functions.
- 11.06 For the purpose of seniority, the Team Leader position or In-Charge is not part of a different classification. Also, for the purpose of everything to which seniority applies, an employee holding that position will continue to accumulate classification seniority in his classification.

11.07 Same Day Hiring

The seniority of new employees hired on the same day will be determined by a numbers draw in the presence of the Chief Steward. The employee with towing experience will receive seniority preference. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring. If the Chief Steward cannot be present, any steward can witness the draw. Union membership card will be given out as part of the hiring package so that the employee can fill it out.

**ARTICLE 12.0 LAY-OFF AND RECALL**

- 12.01 The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off according to Article 11.02.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights in each job classification if necessary.

Recalls from such lay-offs shall be according to Article 11.02.

In the event of major operational changes, the parties agree to meet and review the situation prior to any lay-off.

- 12.02 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.
- 12.03 Recall shall be by registered mail to the address last filed by the employee with the Company. The Union shall receive a copy of each lay off letter and shall be informed of each recall. An employee on the recall list must keep the Company informed of any change of address.
- 12.04 If within fourteen (14) calendar days after the date of receipt of notice of recall, an employee shall have failed to notify the Company that he intends to return to work or if within fourteen (14) calendar days of the same date, an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list and employment will then be considered terminated according to Article 11.03.

12.05 Displacement Rights

It is agreed that an employee who holds seniority in a classification other than the one from which he is being laid-off may exercise that seniority, if it is sufficient, to bump the most junior employee in this classification in accordance with Article 11.02.

- 12.06 Should positions in another classification be posted, the laid off employees will have priority.

**ARTICLE 13.0 LEAVE OF ABSENCE**

- 13.01 After one (1) year of service, a leave of absence without pay may be considered by the Company upon four (4) weeks written notice except in special circumstances for a maximum period of sixty (60) calendar days. Such leave, when granted, shall be without loss of accrued seniority. This leave will only be granted if the Company, in its sole discretion, agrees excepted for leave of absence requested for child care. The leave will not be granted if the employee's absence should affect the efficient operations of the Company.

Such leave will only be granted once every two (2) years.

The Company shall give its reply within ten (10) working days of receipt of a request and the later cannot be cancelled.

13.02 On written request of the Union of at least fourteen (14) days notice, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such leaves of absence shall not exceed an aggregate of thirty (30) days in any calendar year, excluding time needed for the negotiation of the collective agreement. In any event, such leave of absence shall be restricted to a maximum of two (2) employees. The Union shall reimburse the Company for this paid leave, i.e. the salary plus ten percent (10%) for related expenses, paid to such employees. The employee using a regular day off for union activities will be entitled to take another day off in lieu to be taken at a future date agreed upon with the Company. The Union shall reimburse the Company for such day in lieu.

13.03 Maternity leave /parental and child care responsibilities

a) Maternity leave

The employee who has completed six (6) consecutive months of continuous employment, and provides her employer with a certificate from a qualified medical practitioner certifying that she is pregnant, is entitled to and shall be granted a leave of absence from employment of up to seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual date of her confinement.

b) Parental leave

Subject to c) and d) below, the employee who has completed six (6) consecutive months of continuous employment is entitled to a leave of absence from employment of up to thirty-seven (37) weeks to care for his/her new born child or a child who is under his/her care for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

c) However, the leave of absence may only be taken during the fifty-two (52) week period beginning:

- i) in the case of a new-born child, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- ii) in the case of an adoption, on the day the child comes into the actual care of the employee.

d) Furthermore, the aggregate amount of leave that may be taken by two (2) employees under this section in respect of the same birth or adoption shall not exceed thirty-seven (37) weeks.

The aggregate amount of leave that may be taken by one (1) or two (2) employees under articles 13.03 a) and b) for the birth of a child shall not exceed fifty-two (52) weeks

- e) Every employee who intends to take one of these leaves of absence shall:
    - i) Give at least four (4) weeks notice in writing to the Company.
    - ii) Inform the Company in writing of the length of leave intended to be taken.
- 13.04
- a) Similarly, the employee shall give at least four (4) weeks notice in writing to the Company of any modification to the duration of the leave of absence, unless there is a valid reason why such notice cannot be given.
  - b) The Company shall not require an employee to take a leave of absence because she is pregnant.
  - c) However, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the leave. In such a case, the duration of leave will only be for the period during which the pregnant employee is unable to perform said function. The burden of providing the proof that the employee is unable to perform an essential function of her job rests with the Company.
  - d) Upon a written request by the employee, the Company must inform in writing, every employee who takes such a leave of her free will or not, of all the job opportunities, career progression and training that occur during her leave and for which the employee is qualified.
  - e) Every employee who takes leave under these clauses is entitled to be reinstated at the position that the employee occupied when the leave commenced. However, if, for a valid reason the Company cannot reinstate an employee in that position, the Company shall reinstate the employee in a similar position at the same location with not less than the same wages and benefits.
  - f) Should, during the leave, the salary and benefits of the employee's group are modified due to a restructuring, the employee, upon his return to work, will be entitled to the wages and benefits related to the job as if he had been there at the time of restructuring.
  - g) In the case specified above, the Company will advise, in writing, the employee on leave of the changes to the employee salary and benefits as soon as possible.
  - h) The time during which the employee is on leave is taken into account for calculation of pension, illness and disability benefits and, for establishing seniority.

- i) An employee who has the responsibility to pay contributions for these benefits must do so within a reasonable time except if, before taking the leave or within reasonable time, he advises the Company of his intention to cease contributions during the leave.

The employee must pay his contributions by post-dated cheques to the employer before his leave except if, before taking the leave or within reasonable time, he advises his employer of his intention to cease contributions and therefore the coverage during the leave.

- j) The Employer paying contributions in order for the employee to be entitled to benefits must, during the leave, continue making the contributions as if the employee was at work, except if the employee does not pay his contributions within reasonable time as per the paragraph above.
- k) For calculation of benefits, in the event the contributions are not paid as per i) above, employment is considered to be continuous. However, the period on leave is not taken into account.
- l) For calculation of other benefits of the employee on leave, the duration of employment is considered to be continuous. However, the period on leave is not taken into account.
- m) An employee is entitled to a paternity leave of not more than five (5) consecutive weeks, without pay, on the birth of his child. The paternity leave shall not begin before the week of the birth of the child and shall not end later than fifty-two (52) weeks after the week of the birth. At the request of the employee and if the employer agrees, a leave may be divided into two (2) periods. Quebec Parental Insurance Plan applies in conformity with the provisions of Quebec Parental Insurance Plan Regulation.

#### 13.05 Bereavement leave

In the event of a death in the employee's immediate family, an employee shall be entitled to a leave paid at his regular rate of pay for two (2) days. In the event an employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the remainder of that workday. The Employer may require a proof of death from the employee before any claim is made as per the provisions of this article. In the event the death in the immediate family is outside Canada, the employee shall be entitled to an additional unpaid leave to attend funeral.

Immediate family means: parents, legal guardian, spouse, common law spouse, child, brother and sister.

## **ARTICLE 14.0      JOB POSTINGS**

- 14.01 All bargaining unit vacancies for any positions, new or not, will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.
- 14.02 If two (2) or more suitable candidates apply for the vacancy, the Company will award the vacant position according to Article 11.01. If a job is posted and untrained applicants apply, the Company will provide reasonable training to the most senior applicant.
- 14.03 Employees, who are on sick leave (i.e. LTD, STD, CSST, etc.) maternity leave or vacation during the posting period, can leave a contact number. The Company will call the employee on the first (1<sup>st</sup>) day of the posting and the employee will then have until the closing date of the posting to apply.
- 14.04 The Company will transfer successful bidders to their new position within seven (7) calendar days of the award date, unless otherwise agreed between the Union and the Company.
- 14.05 The Employer can fill out a position without prejudice during the posting process due to operational requirements and no claims shall be made for that period.

## **ARTICLE 15.0      UNION BULLETIN BOARD**

- 15.01 At least one (1) lockable bulletin board shall be maintained for the posting of Union Notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive or libellous.

## **ARTICLE 16.0      HOURS OF WORK**

Unless otherwise specifically addressed, nothing in this article shall be construed as a guarantee of, or a limitation on, the amount of hours of work per day or per week.

- 16.01 a) The standard work week or cycle for full-time employees shall consist of thirty-six hours and twenty-five minutes (36:25) for employees on 5/2 and 3/3 schedules. These employees are entitled to one unpaid forty-five (45) minute meal break each day.

The standard work week or cycle for employees on a 3/2/2 schedule shall consist of thirty hours and thirty-seven minutes (30:37). Employees working a complete shift will be entitled to one unpaid forty-five (45) minute meal break each day.



- b) The Company shall advise the Chief Steward of its decision to alter existing full-time shifts in advance of their implementation. The Company will consider alternative shift schedules proposed by the Union.

It is understood and agreed upon that the parties will work together to try and make the schedules work to the benefit of both parties and to maximize full time positions while taking into consideration, as required, the need to have schedules for part-time employees that would have been agreed upon beforehand by the parties.

- c) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the fourth (4<sup>th</sup>) hour and to finish before the sixth (6<sup>th</sup>) hour of the shift. Employees who can't take their meal break as set out, shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for the forty-five (45) minutes duration of the meal break and are entitled to a forty-five (45) minute paid meal break outside of the specific time period.

Employees who agree to miss their meal break at the request of the Company as set out in Article 16.01 c) shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for forty-five (45) minutes

- d) Employees must have a minimum of eight (8) hours between each shift unless an agreement is reached beforehand. In such a situation, employees shall be paid at the rate of one and on half (1½) times their regular rate for the difference.

16.02 All shift schedules shall be posted on the Company bulletin board and the date and time of day of such posting noted on the schedule in writing. A copy of the schedule shall be supplied to the Chief Steward. It is agreed that the employees will bid their shift as per their availability and status (full-time or part-time) and to meet the operational requirements. The Company reserves the right to postpone the application of the new schedule.

16.03 Work Schedule:

The Company will arrange shift schedules of employees (usually 10 hour shifts) on a basis sufficient to meet its contractual commitments and those of its clients. The Company will provide the Union with the shift schedules and will conduct and administer the shift bids to which the Chief Steward will be allowed to cooperate. The Company will post the shift schedules five (5) calendar days prior to the effective date of the shift schedule. All employees will choose their schedule at least twice per year (winter/summer), on May 1<sup>st</sup> and November 1<sup>st</sup>.

16.04 Shift change/trade will be authorized by the Company if both employees are qualified and that no overtime is required due to that change/trade. However, the company may require overtime as needed.

## **ARTICLE 17.0 OVERTIME**

- 17.01 The Employer and the Union agree that normally, all overtime will be done on a voluntary basis; however, the company may require overtime depending on circumstances and the expertise the situation is calling for.
- 17.02 a) All employees shall be compensated for all overtime hours worked at the Company's request. They will be paid at one and one-half (1 ½) time their regular rate for the hours worked in excess of the regular ten (10) hours a day or forty (40) hours a week. Furthermore, if an employee is called in to work overtime on his normal day off or when this overtime is not immediately before or after his shift, he shall be paid at time and one-half his rate of pay for all hours worked. He shall be paid a minimum of four (4) hours.
- b) The overtime required shall be offered in order of seniority to those employees who have put their name on the list. Should all senior employees refuse the overtime; the junior employee having less hours will be required to work the overtime.
- 17.03 a) The Company will distribute voluntary overtime on a classification seniority basis and to those with less overtime hours worked on the overtime list and post a weekly summary of overtime hours worked on the bulletin board. The distribution of overtime will be on a rotational basis.
- b) Overtime will be recorded on a quarterly basis. The Company will post the overtime control sheet from the previous day, on a daily basis. Refusal to work overtime on call will be recorded as time worked for the number of hours worked by the other employee.
- c) If an employee is bypassed for overtime, this employee will have the priority at the next overtime opportunity.
- 17.04 An employee who has completed his regular shift, has clocked out, and is then recalled to work shall be paid at one and one-half (1 ½) time his regular hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement of a scheduled shift or following a scheduled shift.
- 17.05 An employee working more than four (4) hours overtime before the beginning or at the end of his regular scheduled shift will be allowed a thirty (30) minutes paid break.

## **ARTICLE 18.0 STATUTORY HOLIDAYS**

18.01 Full time employees will be paid ten (10) hours or according to the regular cycle schedule for the following Statutory Holidays:

New Year's Day	Good Friday
St-Jean-Baptist	Canada Day
Labour Day	Remembrance Day
Christmas Day	

18.02 In the event that a full-time employee day off falls during one of the above listed Statutory Holidays or his vacation, he shall be paid eight (8) hours at his regular rate of pay. Temporary of part-time employees will be governed by labour standards (Art. 200, 201).

18.03 An employee who works on a Statutory Holiday will be paid at one and one-half (1 ½) times his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday described at 18.01. Temporary of part-time employees will be governed by labour standards (Art. 200, 201).

18.04 Wages will be paid for a Statutory Holiday to an employee absent from work under the following circumstances provided satisfactory proof is shown:

- a) Illness
- b) Death in the immediate family

*Immediate family means:*

Parent, legal guardian, spouse, common-law spouse, child, brother, sister.

- c) Jury duty
- d) Prior written permission
- e) Subpoenaed witness

## **ARTICLE 19.0 JURY DUTY AND CROWN WITNESS**

19.01 Employees subpoenaed as Crown Witness or for jury duty shall be paid the difference between the normal daily wages and the amount they receive for such public duty.

19.02 Employees who must appear in court for reasons other than those mentioned in 19.01 shall be granted a leave of absence without pay provided they supply the proof or verification for such attendance.

## **ARTICLE 20.0 ANNUAL VACATION**

20.01 All employees shall receive vacations with pay in accordance with the following provision:

- a) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31<sup>st</sup>. The vacation entitlement shall be one (1) day per completed calendar month to a maximum of two (2) cycles.
- b) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have more than one (1) year but less than six (6) years of continuous service shall be entitled to three (3) cycles of work vacation starting at the beginning of the cycle.

Note:  $3/3 = 2$  cycles for a total of 15 days  
 $3/2/2 = 2$  cycles for a total of 14 calendar days including one working day at the end. However, the Company agrees, upon request from the employee, to grant him one unpaid day off at the end. Employees wishing to split their vacation will do it to the pro rata.

20.02 Vacation leave is taken in conjunction with regular days off.

- a) Vacations not taken shall not be paid except to an employee who quits, is dismissed or is laid off. Such an employee shall receive vacation credits at the time of his laid-off or the end of his employment.
- b) Employees going on annual vacation will receive their vacation pay on the next regular pay period.

20.03 a) Vacation bids will be done by seniority in the employees' classification and will take place between March 1<sup>st</sup> and March 31<sup>st</sup> for the current year (January 1<sup>st</sup> to December 31<sup>st</sup>). An employee may split his vacation in segments of one work cycle. It is understood that there is no embargo period. The number of employees authorized to take their annual vacation at the same time will be determined by the employer taking into account operational requirements.

- b) When all employees in the classification have indicated their vacation choice, employees who did not do so before the deadline can select their vacation from the remaining weeks available on a first-come, first-served basis. The Company will approve the list within fifteen (15) days of the deadline.

**ARTICLE 21.0      BENEFITS**

- 21.01 The Company shall inform its employees of the policy of its airlines clients on travel privileges (tickets).
- 21.02 After having completed the probation period stated at 10.01, a full-time employee shall be entitled to two (2) paid sick days per year as of January 1st of each year. Any sick day that has not been used shall be payable at the normal rate on the December 31st pay check of each year. It is understood that the Company may request a medical certificate as needed. Note: one (1) sick day only in 2009 following the ratification of the agreement. An occasional or part-time employee shall have worked 900 hours in the six (6) months prior to January 1st to be entitled to the two (2) sick days.

**ARTICLE 22.0      CLASSIFICATION OF EMPLOYEES**

- 22.01 Each employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The job classification in which employees shall be classified is as follows: aircraft towing.

**TEAM LEADER**

The Team-leader belongs to his basic classification. Employees trained and qualified to work as Team-leader will have the priority.

Normal Duties

A team leader is an employee required to perform the same work as any other employee in his basic classification, but in addition, he acts as a working leader to those assigned to his group. He shall assign work, give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized and discuss certain aspects of the operation with the customer.

Qualifications:

- a) Must have thorough understanding of the job requirements of his classification.
- b) Must be able to organize job functions within his classification and direct and supervise other employees performing such functions.

**ARTICLE 23.0 UNIFORMS**

23.01 The Company will provide, free of charge, to all the employees having completed their probation period, the following uniform items:

<u>Item</u>	<u>Quantity</u>	<u>Occurrence</u>
Gloves	as needed	as needed upon trade-off
Parka	one	every 3 years
Shirt or Polo	three	every year
Pants or Short	three	every year
Hearing Protector	one	as needed upon trade-off
Rain coat	one	to be confirmed
Reflective Vest	one	as needed upon trade-off

Any employee terminating of his own accord, within twelve (12) months, shall reimburse the pro-rated cost of the uniform. Such reimbursement shall be done either by cheque or by deduction from the employee's final pay cheque.

The following years, employees may renew uniform items for an amount not to exceed one hundred dollars (\$100). Any exceeding amount shall be paid by the employee.

23.02 Boot Allowance

The company will reimburse employees up to sixty dollars (\$60) every two (2) years for safety boots CSA approved upon presentation of a receipt. This benefit is available to all full time employees after probation. All employees are required to wear approved safety boots.

23.03 The Company agrees to provide all employees with lockers and a lunch room.

**ARTICLE 24.0 RENEWAL AND TERMINATION OF THE COLLECTIVE AGREEMENT**

24.01 Except as otherwise provided herein, this Collective Agreement shall be effective for two (2) years effective from May 1, 2009 until April 30, 2011 and shall continue until its renewal. Either party may give notice in writing of its intention to negotiate for the purpose of amending the Agreement. Such written notice shall be given within a period of not less than one hundred and twenty (120) days of the expiry date.

24.02 It is understood that the translation and printing cost of the Collective Agreement will be shared equally. It is understood that the official version of this collective agreement is the one in which it has been negotiated.

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009.

GESTION-AIR

INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS

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Daniel Lewis  
President

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Michel Pelot  
Regional Assistant Directing  
General Chairperson

---

Gilles Bélair  
General Manager

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Maher Belouahchia

## APPENDIX "A"

### WAGE SCALE AND PREMIUMS

#### Wage scale

Following hourly rates will apply depending on the hiring date of the employees.

#### **Full-Time Labourer**

<b>Effective date</b>	<b>Start</b>	<b>6 to 12 months</b>	<b>12 to 18 months</b>	And so on until the \$14.50 top salary scale.
May 1, 2009	\$11.00	\$11.25	\$11.50	

\* **"Red Circle"** - The employee having reached the top of the salary scale will receive a two hundred dollars (\$200) lump sum upon ratification of the Collective Agreement and a one hundred dollars (\$100) lump sum on May 1, 2010.

#### **Part-Time/Occasional Labourer**

<b>Effective date</b>	<b>Start</b>	<b>900 hours or 9 months</b>	A raise of \$0.25 an hour after each additional period of 900 hours or 9 months until the \$14.50 top salary scale has been reached.
May 1, 2009	\$11.00	\$11.25	

#### **Trainer**

Employee acting as Trainer will be paid a Trainer premium of \$1/h for a minimum of four (4) hours.

\* It is understood that the salary is deposited on the 15th and the 30th of each month directly into the bank account of the employee by electronic transfer.

#### **Parking**

The Employer will pay the parking fees.

#### **Retroactive benefits**

The payment of wages will be retroactive starting May 1, 2009.



## **APPENDIX “B”**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The parties will discuss the possibility of implementing a new Employee Assistance Program within six (6) months following the signature of the collective agreement.