

COLLECTIVE AGREEMENT

BETWEEN

SWISSPORT CANADA FUEL SERVICES INC.

(Hereinafter known as the “Company”)



AND

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

DISTRICT LODGE 140

(Hereinafter known as the “Union”)



YUL & YMX

AUGUST 9, 2016 TO AUGUST 8, 2019

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ARTICLE 1 PREAMBLE & PURPOSE

- 1.01** This agreement is made and entered into this 9TH day of August 2016, by and between Swissport Canada Fuel Services Inc., (hereinafter referred to as the “Company”), and International Association of Machinists and Aerospace Workers, District 140 on behalf of Local Lodge 2301 (hereinafter referred to as the “Union”).
- 1.02** The purpose of the Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.
- 1.03** The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 1.04** It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.
- 1.05** It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 26.
- 1.06** Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female employees.
- 1.07** The English and French versions of this document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated (English).

ARTICLE 3 UNION RECOGNITION

- 3.01** The Company recognizes the Union (District 140) as the sole and exclusive collective bargaining agent for all refuelling employees, dispatchers, refuelling maintenance employees and mechanics working for Swissport Canada Fuel Services Inc. at the Dorval-Trudeau and Mirabel airports, excluding supervisors and those above the rank of supervisor (Board File # 10922-U).
- 3.02** Under normal operating conditions, Supervisors will not perform work covered under this Agreement, except for training purposes, instruction or assisting employees. In emergency situations, Supervisors may perform work covered under this agreement only to the extent necessary to relieve the emergency situation. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the supervisor shall contact the Union Chief Steward, or in the event the Chief Steward is not available, a Shop Steward on shift, and give valid reasons why their assistance is required prior to performing any bargaining unit work
- 3.03** **Union Leave:**
- Subject to operational requirements, time off for Union business will be granted by the Company to employees at no cost to the Company. Where possible, the Union shall provide the Company with two (2) week's written notice advising the date and duration of such time off. The employee(s) shall be kept on the Company's payroll and the Union shall be billed at straight time for time off.
- 3.04** The Union Bargaining Committee shall be granted the time off work, with pay, to conduct the business of negotiations with the Company for a new Collective Agreement. The Bargaining Committee shall be comprised of two (2) Shop Stewards, plus the Chief Steward whose names are to be submitted to the Company in writing prior to the commencement of negotiations.
- 3.05** **a.** The Company will provide paid time-off, at straight time rates, for Union Chief Steward and/or his designate(s) to conduct Union business. The total paid time off will be up to ten (10) hours per week.
- Union members on paid leave of absence will be governed by the terms of Article 5.01 with regard to wage progression and the terms of Article 13 with regards to vacation pay. In addition all benefits shall continue and be paid for by the Company.
- b.** The Union shall notify the Company in writing of the names of its designated representatives and the Chief Steward, and of any changes in the personnel thereof.
- 3.06** **a.** The Company will grant a leave of absence without pay and benefits to an employee who is elected or appointed to a full time position with the IAMAW within one month after notice is given to the Company of such election or appointment. This notice must include the duration of the leave required. The duration of such leave shall be for the period the employee holds such office.
- b.** An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to

election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

3.07 Shop Committee:

- a. The Union shall name a Shop Committee consisting of four (4) stewards; ideally one (1) shall be from the Mirabel location, one (1) from the refuelling department, one (1) from the maintenance department and one (1) from the dispatch department.
- b. The Company and the Union Chief Steward or designate and one other Shop Committee representative shall meet when necessary or at least once each month during working hours to discuss matters pertaining to the interpretation, application or administration of this Agreement.
- c. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. In addition, the party requesting the meeting shall prepare an agenda of matters to be discussed. The Company will schedule a meeting no later than five (5) calendar days following notice of this request for a meeting.

3.08 Union Stewards:

- a. The Company recognizes that the necessity to perform the role of a Union Steward or Chief Steward in the settlement of a complaint or grievance can commonly arise during their regularly scheduled working hours and agrees that, within reason, he/she shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving their regular Company duties to attend to such matters he/she shall obtain permission of his/her immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his/her regular duties he/she shall report to the Supervisor.
- b. The Chief Steward shall work a shift that is mutually agreed to by the parties.

3.09 The Chief Steward and Union Representatives shall perform the functions herein provided in such manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.

3.10 Bulletin Boards

The Company will supply the Union with one (1) glass enclosed (with lock and one set of keys) bulletin board at each location for the posting of Union notices only. The use of the bulletin boards shall be restricted to the business affairs of the Union and are to bear the signature of designated employee representative or a member of the Executive of the Local, District or International Union.

The Union undertakes to monitor the nature of the notices posted to avoid any improper materials being posted. They shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union shall provide the Company with a copy of all notices being posted.

3.11 Union Office

The Company will supply the Union Chief Steward or his designate with adequate office space with a telephone, desk, chairs and lockable filing cabinet to allow union members to meet with Union representatives in privacy. The Chief Steward or his designate will ask for permission before using copier and/or fax to ensure that this privilege is not abused.

3.12 A designated representative of the IAMAW shall be permitted access to the Company' premises provided it does not interfere with the normal operations of the Company. The designated representative shall inform the Company of his/her presence or his/her principal representative.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

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

- a.** To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- b.** To hire new employees, retire, classify, direct, promote, demote, transfer, assign shifts and increase and decrease the work force from time to time.
- c.** Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
- d.** To make and alter from time to time reasonable rules and regulations to be observed by its employees that shall not be discriminating in nature. The Company agrees to give, when is possible, written notice forty-eight (48) hours before it intends to make any changes in Policies, Procedures, Practices and Regulations.

4.03 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company, with the exception of those abridged, delegated, granted or modified by this agreement.

4.04 Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.

4.05 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 5 EFFECTIVE RATES OF PAY & PREMIUMS

- 5.01** Employees shall be paid at the rate of pay to which they are entitled as prescribed in Schedule "A".
- 5.02** The Company may credit a new employee with a higher starting pay rate based on AVOP licensing requirements.
- 5.03** Progression within each classification shall be automatic within the terms of the respective wage scale.
- 5.04** Employees temporarily assigned to a higher classification for part of a shift shall receive the rate of pay for such classification for the duration of this assignment.
- 5.05** Employees shall be paid on a bi-weekly basis. The Company shall give the Union and its members reasonable advance notice of any change in its current pay date process.

ARTICLE 6 HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

- 6.01** Unless as otherwise provided for under this agreement;
 - a.** the standard hours of work of an employee shall not exceed eight hours in a day and forty hours in a week; and
 - b.** the Company shall not cause or permit an employee to work longer hours than eight hours in any day or forty hours in any week

6.02 Standard work week

- a.** The standard work week for full-time employees shall be between thirty (30) and forty (40) hours to be worked in a manner to best meet the Company's contractual commitments. A working day shall consist of eight (8) hours including a thirty (30) minute paid meal break each day.

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

- (i) Five (5) consecutive eight (8) hour days followed by two (2) days off;
- (ii) Four (4) consecutive ten (10) hour days followed by three (3) days off;
- (iii) Four (4) ten (10) hour days with rotating days off;
- b.** The Company agrees to consult with a Shift Schedule Committee comprised of at least (1) Union member and at least one (1) Company representative to discuss existing full-time shifts in advance of their implementation. It is understood and agreed that the parties will work together to try and make suitable schedule work to the benefit of both 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 third hour and to finish before the

end of the sixth hour of the shift. Employees' shifts longer than the standard eight (8) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 ½) his regular hourly rate for one half hour.

6.03 Shift Schedules

- A. The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Shift Schedule Committee shall revise the schedules and inform the Company of any shifts that don't comply with the provision of this collective agreement. Shift bids shall be conducted a minimum of twice per year and finalized prior to the vacation bidding process. The Committee will have seven (7) calendar days upon receipt of the schedule to return the completed shift bids, which shall be done on the basis of seniority, to the Company. The Company will post shift awards seven (7) calendar days prior to the schedules effective date.
- B. The Company will arrange part-time shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The part-time shift bid will be conducted and administered by the Company. Part-time employees shall bid their schedules on a monthly basis when possible. Five (5) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding.

The completed shift schedule will be posted five (5) calendar days prior to the schedules effective date.

- C. As a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, the Company will not be responsible for any shifts lost or additional days worked for purposes of calculating overtime.
- D. Full-time Relief positions will be bid by seniority and included in the initial shift bid. Once the initial shift bid is complete, relief lines will be bid monthly by seniority.

6.04 Change Schedules

The Company may alter the shift schedules with forty-eight (48) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given by the Employer then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

- 6.05**
 - a. Part-time employees shall be paid a minimum of four (4) hours for each shift worked.
 - b. Part-time employees can work up to ten (10) hours per day.
 - c. Part-time employees may be scheduled for a maximum of thirty (30) hours per week and shall work a minimum of one shift on weekends.

6.06 Shift Trades

Employees may arrange for another employee to work their shift, subject to the following conditions:

- a.** The employee covering the shift must be qualified and capable of performing the work.
- b.** Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the Company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.
- c.** The Company and Union recognize that an employee's entitlement to exchange shifts is not intended to allow the employee, for all intents and purposes, to trade his/her job away.

ARTICLE 7 OVERTIME, RECALL & TIME BANK

7.01 No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority could not be obtained and the duties were essential to continued operation and/or service to the customer.

7.02 Overtime shall be distributed among qualified employees to carry out the required work as practically as possible and in accordance with the following order.

Overtime shall be offered in accordance with the following provisions:

- a.** Overtime shall be offered by seniority to qualified employees on shift, who volunteer, if the overtime is following their work period;
- b.** Remaining overtime shall be offered to qualified employees who put their name on the volunteer's list for overtime.
- c.** If overtime become necessary due to sickness, lateness or employees who did not give notice and failed to report to work (no-shows), the Company after exhausting a) and b), can force by reverse seniority the qualified employees on shift to work overtime for a maximum of two (2) hours.

7.03 Overtime - An employee shall be compensated for overtime work as follows:

- a.** Employees shall be compensated for all authorized overtime hours worked at one and one-half times (1½ x) their regular hourly rate.

- b.
 - i. Any hours worked in excess of 8 hours in a day or in the case of any scheduled shift that is greater than 8 hours, anything in excess of their scheduled shift or:
 - ii. Any hours worked over 40 hours in a week.

Notwithstanding i) and ii), scheduled shifts and Shift Trades are paid at regular rate.

7.04 When an employee has accepted to work overtime on his day off, and the overtime is cancelled with a notice of less than eight (8) hours, the employee shall be compensated with four (4) hours paid at the applicable overtime rate.

7.05 Overtime Bypass - 4 hours overtime pay where an employee has been bypassed for overtime in conjunction with an "Overtime Sign-Up Book" to be signed by employees who wish to work.

7.06 The Company shall maintain and keep up-to-date records of all overtime hours worked. A copy of such records shall be supplied to the Local Chief Shop Steward by local management on a quarterly basis.

7.07 Time Bank

Employees shall have the ability to utilize a time bank for the purpose of recording time credits and their subsequent use.

7.08 The maximum hours in the time bank shall not exceed forty (40) hours at any given time.

7.09 Accrued time may be withdrawn from the time bank in the form of time off in accordance with the desires of the employee and consistent with the requirements of the Company. Employees may also receive payment from the time bank (minimum 10hrs). Payment withdrawals are only permitted twice per year. Such payment shall be made on the pay period following the request.

All banked hours shall be paid at the rate earned at the time the credit was earned regardless of any wage increases occurring in the interim period between the credits and withdrawing the hours.

Banked hours shall not be carried over from year to year. If an employee has not withdrawn any banked hours by December 31st of any year, the employees shall be paid out for any remaining hours at the next pay period.

In no circumstance will time bank hours withdrawn result in any payment of overtime.

7.10 Subject to operational requirements, employees may utilise time banked hours to request a full scheduled shift off, with a minimum of fourteen (14) calendar days notice. Where requests are made at the same time, seniority shall apply. No partial shifts will be granted.

ARTICLE 8 PROBATION

- 8.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of one hundred and fifty (150) calendar days of service, excluding any period of absence of seven (7) calendar days or more.
- 8.02** An employee shall be a probationary employee without seniority for the first one hundred and fifty (150) calendar days of employment by the Company provided that absence with or without leave shall not be included in the said one hundred and fifty (150) calendar days.
- 8.03** Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 11.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.
- 8.04** The Company has the right to terminate employees before the probationary period ends if they are found to be unsuitable for continued employment. The termination of a probationary employee shall not be subject to the arbitration procedure contained in Article 18.

ARTICLE 9 SENIORITY

- 9.01** Company Seniority means the total length of service with the Company. Company seniority shall be used for:
- a) Vacation entitlement and preference
 - b) Any other matter agreed to between the parties
- 9.02** Classification Seniority for both full and part time will commence from the most recent date the employee commenced work within the Classification. Classification Seniority shall be used for:
- a) Retention as a result of lay-off.
 - b) Recall following lay-off.
 - c) Displacement rights.
 - d) Filling of vacancies.
 - e) Rest days and shift selection.
 - f) Any other matter agreed between the parties.
- 9.03** The Company will post seniority lists at three (3) month intervals, on January 15th, April 15th, July 15th, and October 15th, and will provide the Union office and Chief Steward with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his/her seniority as listed is correct. Employees shall have thirty (30) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time; the list will not be changed. Employees on vacation, approved leave of absences, or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.
- 9.04** In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection. The employee(s) affected and the Chief Steward must be present at the time of selection.
- 9.05** Seniority and employment will be maintained and accumulated except as provided for in the following:
- a) Resigns or is terminated.
 - b) Laid off for a period of more than twelve (12) months.
 - c) After filling a position outside the bargaining unit for a period of more than one hundred and twenty (120) calendar days over a year. The Company will provide the Union Chief Steward with all such assignments on a quarterly basis. (April 1st, July 1st, October 1st & January 1st).
 - d) Fails to return from layoff under the recall provisions within ten (10) days from the receipt of the recall letter.
 - e) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

- f) Lost permanently or for a period of more of 12 months his/her Restricted Area Identity Card (RAIC) and/or Airside Vehicle Operating Permit (AVOP).

9.06 Should any employee be permanently transferred from one classification to another, their seniority shall continue to accrue in their old classification for a period of ninety (90) calendar days after which their seniority will continue to accrue in the old classification and shall begin to accrue in the new classification from the date of transfer.

ARTICLE 10 TRANSFERS & FILLING OF VACANCIES

10.01 When a vacancy is declared or a new position is created, a notice of vacancy or new position shall be posted indicating: function, qualification, status (full-time or part-time), location, and the start date of the position and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar day's duration and will be copied to the Union Chief Steward.

10.02 Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union Chief Steward.

10.03 In the event an employee expects to be absent during the period when a notice of vacancy will be posted he/she may file a letter of preference, copy to the Union Chief Steward, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 10.02.

10.04 All notices to an employee under this Article will be in writing, copied to the Union Chief Steward.

ARTICLE 11 LAY-OFF & RECALL

11.01 Notice of Layoff

In the event of a work force reduction, the Company shall advise the Union and the employees subject to the lay-off at least twenty one (21) days prior to the reductions. The notice will outline the reasons for the workforce reduction, the location and the number of employees affected.

11.02 In the event of a lay-off, the Company shall lay-off in reverse order of classification seniority provided the senior employees who remain possess sufficient ability to perform the work required.

11.03 The parties agree to meet within one (1) week after the notice of lay-off is issued to consider alternatives to a workforce reduction.

11.04 Voluntary Severance

Prior to implementing lay-offs, the Company will consider offering employees voluntary severance if:

- a) the employee waives the right to recall; and,
- b) the voluntary severance would avoid the lay-off of another employee

11.05 Employees subject to lay-off shall have the option of:

- a) accepting lay-off and retaining the right of recall for up to twelve (12) months
- b) accepting termination from the Company and waiving the right of recall by accepting severance pay
- c) displacing an employee with less seniority in any other classification formerly held by the employee subject to lay-off, providing such employee has the immediate ability to perform the job or may qualify within a training period not to exceed fourteen (14) days.

11.06 Employees who are displaced will become subject to the provisions of this Article.

11.07 Employees who are subject to lay-off shall be given preference for appointment to any vacant or newly created position within the period in clause 11.01 for which the employee is qualified to perform the work or could qualify within thirty (30) day training period. The staffing provisions of this agreement will not apply in these circumstances.

11.08 Recall

- a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of lay-off for a period of twelve (12) months from the date of lay-off. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled

- b) An employee who is laid-off shall have the right to recall for a period of twelve (12) months for any vacant or newly created bargaining unit position for which the employee is immediately qualified to perform or can be qualified within a fourteen (14) day period.

11.09 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 letter of recall. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

11.10 Within seven (7) calendar days after the date of receipt of notice of recall an employee failed to notify the Company that he/she intends to return to work or if within ten (10) calendar days of the same date an employee failed to return to work or to have satisfied the Company that he/she is unable to return because of accident or illness or other sufficient cause, he/she shall lose all seniority and his/her name shall be removed from the seniority list.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 The following Statutory Holidays shall be observed:

New Year's Day	Remembrance Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	St. Jean Baptiste

12.02 An employee who is scheduled to work a Statutory Holiday shall receive one and one half times (1 1/2x) his/her regular rate of pay for the actual hours worked in addition to the paid Statutory Holiday.

12.03 In the event that an employee's regular scheduled day off falls on one of the above listed Statutory Holidays, or he/she is on vacation, he/she may submit in writing their request to have an alternate day off at least 2 weeks in advance of such date being requested within thirty (30) days of the Statutory Holiday. Such approval shall be subject to operational requirements and will not be unreasonably withheld. The employee shall receive 1/20 of their gross wages of the preceding thirty (30) days on the requested day off.

12.04 Part-time employee's requirement to work ten (10) days in the previous thirty (30) days to qualify for Statutory Holiday.

12.05 Employees who are absent from work due to unpaid leave, suspension, layoff, sickness or accident shall not be paid for Statutory Holidays coinciding with their period of absence.

12.06 An employee who fails to report to work on a Statutory Holiday while that day was included in his/her work schedule shall not be paid. Unless the employee provided satisfactory proof is shown:

- a. Verified illness
- b. Bereavement leave
- c. Prior written permission

ARTICLE 13 ANNUAL VACATIONS

- 13.01** The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.
- 13.02** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one 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 31st. Holiday entitlement shall be one (1) day per completed calendar month up to ten (10) working days.
- 13.03** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one year or more continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of four percent (4%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 days) vacation.
- 13.04** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending on December 31st and shall be entitled to three (3) weeks (15 days) vacation.
- 13.05** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have twelve (12) years or more of continuous service (or whose seniority is equivalent to twelve (12) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (20 days) vacation.

13.06 Selection

The Company will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period for the upcoming year. Employees will be required to submit their choice of vacation period to the Company and the Union by November 30th. The Company will post an approval list of awards no later than December 15th.

Fueling agents in YUL	1 employee in 12 employees
Fueling agents in YMX	Minimum and Maximum of 1 at any time
Mechanic YUL and YMX	1 employee in 7 employees
Dispatchers	1 employee in 6 employees

- 13.07** During the Christmas and New Year period (December 16th through to and including January 15th). The vacation allocation will be:

Fueling agents in YUL	1 employee in 20 employees
Fueling agents in YMX	Minimum and Maximum of 1 at any time
Mechanic YUL and YMX	Minimum and Maximum of 1 at any time
Dispatchers	Minimum and Maximum of 1 at any time

- 13.08** An employee may split their vacation entitlement into blocks of not less than one (1) week. In such case, an employee's first preference will be in order of seniority; with the awarding of his/her subsequent preferences occurring only after all other employee's have made their selection. These subsequent preferences will be awarded in order of seniority.
- 13.09** Employees who fail to designate their choice of vacation dates prior to the time described in 13.06 will be awarded dates after all other employees have been assigned.
- 13.10** Vacation periods, which are not bid or become available subsequent to the process in Article 13.08, will be offered to employees according to the provisions of this Article.
- 13.11** Employees will receive vacation pay at the time of their scheduled vacation
- 13.12** An employee who is unable to commence his/her scheduled vacation period due to injury, illness including CSST or jury duty may reschedule his/her vacation to a later available period.
- 13.13** In the event that an employee leaves the employ of the Company before the employee takes his/her annual vacation, the employee shall be paid out his/her vacation pay at the applicable percentage rate for the year in which the employee ends his/her employment.

ARTICLE 14 LEAVE OF ABSENCE

14.01 Personal Leave of Absence

- a.** The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to six (6) months, without loss of seniority. Requests for Personal Leaves will be considered on a first come, first serve basis amongst those requesting a leave at time of granting. The Company shall provide the Union Chief Steward with a written notice confirming approval or disapproval of the leave of absence.
- b.** If an employee receives consent from the Company to leave the service for a period of up to six (6) months, he/she shall retain his/her position and accrue seniority for that period. Where it is beyond six months, in any given twelve (12) month period, it will be decided by mutual agreement between the Company and the Union. Employees must not exercise their seniority on vacancies while on such leave of absence.

14.02 Maternity

- a.** Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence up to eighteen (18) weeks which the leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than eighteen (18) weeks following the actual day of her confinement.
- b.** The employee must request the leave of absence in writing, not later than four (4) weeks prior to the leave, specifying the estimated date of birth of the child, the date she wishes to commence her leave and an anticipated date of return to work. An employee returning to work prior to the expiration of the leave of absence must notify the Company at least one (1) month prior to her new date of return.

14.03 Child Care Leave

- a.** Where an employee has or will have the actual care and custody of a new born child that employee is entitled to and shall be granted a leave of absence of up to thirty-seven (37) weeks commencing as the employee elects.
 - i.** In the case of a female employee:
 - on the expiration of any leave of absence taken by her under clause 14.02;
 - on the expiration of any paternity leave of absence taken by him;
 - on the date the child is born, or
 - on the day the child comes into her actual care and custody and
 - ii.** In the case of a male employee:
 - on the day the child is born, or
 - on the day the child comes into his actual care and custody.
- b.** The combined amount of leave of absence from employment that may be taken by two (2) employees of the Company under this clause shall not exceed thirty-seven (37) weeks.
- c.** In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.
- d.** In any event, the maximum length of paternity leave combined with child care leave shall not exceed thirty-seven (37) weeks.

14.04 Adoption Leave

- a.** Where an employee commences legal proceeding under the laws of the province to adopt a child or obtains an order under the laws of the province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- b.** The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

14.05 Parental Leave

An employee shall be paid his/her regular rate of pay for one (1) day due to the absence of an employee or spouse to the birth or adoption of a child.

- 14.06** The Company must inform, in writing, every employee who takes leave under Articles 14.02, 14.03 and 14.04, every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing.

14.07 Matrimony Leave

An employee will be granted two (2) working days, without pay: for the date in which marriage vows are to be exchanged and for either the day before or the day after said date, according to the wishes of the employee.

14.08 Continuation of Benefits

- a. The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, and 14.04.
- b. Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis.

14.09 Bereavement, Compassionate Leave

- a. In the event of a death in an employee's immediate family (employee's spouse; the employee's father and mother and the spouse or common-law partner of the father or mother; the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or whom the employee permanently resides), he/she would receive the next five (5) succeeding days off. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time at his/her normal rate of pay. In addition, if the employee is notified while at work of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of that workday. In the event of a death of an employee's spouse's grandparent, brothers and sisters of spouse, nephew, or niece, three (3) days bereavement leave with pay shall be granted; and one (1) day bereavement leave with pay shall be granted in the event of a death of an employee's aunt or uncle or godparents.

However, the employee may carry two (2) of his days to attend the cremation or burial if it takes place outside of this period as long the employee notifies the employer as soon as possible.

- b. In the unusual circumstance where the deceased is not a member of the family, yet deemed close to the employee or important to the employee, bereavement leave will be at the discretion of the Company.
- c. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section.
- d. In the event the death in the family is outside Canada or is a significant distance, employee may have an additional ten (10) days absence, without pay, to attend the funeral.
- e. For the purpose of this Agreement, spouse shall also mean common law partner and same sex partner.

14.10 Jury Duty

- a. Employees subpoenaed for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- b. Employees who must appear in court for reasons other than those mentioned in 14.10(a) shall be granted leave of absence without pay provided they supply proof of verification for such attendance.

14.11 Sick Leave

Sick days will be allowed as follows:

	After twelve (12) months of service	After twenty-four (24) months of service
Full-time employees	20 hours per year	40 hours per year
Part-time employees	10 hours per year	20 hours per year

For the purposes of a sick call, a day is a day, based on the number of hours scheduled on that day, excluding shift trade hours. When sick days are used they will be paid at fifty percent (50%).

Unused sick days by December 31 of each year, will be paid out at one hundred percent (100%).

ARTICLE 15 HEALTH & SAFETY

15.01 Preamble

- a.** The Union, the Company and its employees shall promote good work practices consistent with health and safety, in accordance with the laws and regulations in force.
- b.** The Company and the Union agree to establish a Joint Health and Safety Committee.
- c.** While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating all practices necessary to protect the safety and health of all employees; in particular, the handling of jet fuel, and other related liquids and/or additives, as well as ensuring the integrity of all equipment.
- d.** Supervisors must be especially vigilant regarding unsafe fuelling procedures and working conditions and are required to act upon any report by an employee of an unsafe procedure or condition.
- e.** The primary role of the Safety Committee is to monitor the overall environment to ensure that top priority is given to safe procedures and conditions and to the recurrent training that makes them possible.
- f.** Management and Union Safety Committee members share a responsibility to maintain a high degree of employee awareness of the need to minimize risk to the travelling public, air crew, and airlines during fuelling operations and to be familiar with all applicable regulations covering this activity.
- g.** This Committee requires structure, clear statements of purpose & duties, and standard procedures for conducting Committee business. It is the purpose of this Committee to make the company, the union & its membership, and most importantly the Joint Health and Safety Committee members aware of and to ensure their understanding of the roles, functions and responsibilities of the Committee and its members.

15.02 Statement of Committee's Purpose:

- a.** To meet regularly and to take periodic tours of the various areas of the Company, in order to check on possible health hazards.
- b.** To take corrective action(s) in an effort to resolve unsafe situations in the workplace and not to place blame.
- c.** The Committee will meet to investigate any lost time accident with a view to implementing new procedures or safe guards to prevent accidents of the same nature.
- d.** To create and maintain active interest amongst all who have access to the workplace in health and safety and to reduce accidents, injuries and illness through a process of education & training.
- e.** To closely monitor and take effective action on the principle accident, injury or illness causing conditions in the workplace.

- f. To identify hazards and aid in formulating policy and work procedures which address these hazards.
- g. To stimulate an awareness of health and safety issues with a cooperative attitude from the employer & the employees.
- h. To be a source of information to all who have access to the workplace.
- i. The Committee shall deal with any or all matters at a Committee level by way of consensus.

15.03 Composition of the Committee:

- a. The Committee shall ideally consist of 4 members, two (2) employees appointed from the Union and two (2) representatives from management. At least one alternate member shall be selected from the Union in the event that one of the regular members is absent or unavailable.
- b. The Committee shall have two Co-Chairs, one to be selected by the Union Committee members and the other from management. The Union shall elect their members in accordance with the applicable local lodge bylaws. The Company shall designate two (2) Committee members from management personnel to serve on this Committee.

15.04 Terms of Office:

The terms of office for both of the Co-Chairs and other Joint Committee members shall be for a two (2) year period.

15.05 Selection and Responsibilities of Committee Co-Chairs:

The Union shall select a Co-Chairperson from amongst the newly elected Committee members at the first Committee meeting in January of every odd year. The Company shall designate a Co-Chairperson at the same meeting of the above-mentioned year.

- a. The Co-Chairpersons shall take turns or alternate in the chairing of meetings.
- b. The Co-Chairpersons shall sign all approved Committee minutes, provide management with a copy of the minutes, and ensure that such minutes are posted in the designated health and safety display boards.
- c. It shall be the Co-Chairpersons' responsibility that is chairing the Committee meeting to collect and ensure that the appropriate reports (CSST, accident, injury, past recommendations, etc.) are available for review at the Committee meetings.
- d. The Co-Chairpersons shall be responsible for presenting the Committee approved recommendations to the General Manager or his designate and for the tracking of such Managers' responses to those recommendations.
- e. To collect and prepare agenda items that may need to be added to the normal agenda
- f. Ensure that the meetings maintain a resemblance of order.
- g. In all cases hours shall be paid at regular rate and need pre-authorized by the Company.

- 15.06** An accurate record of all Committee proceedings and activities shall be kept on file and maintained by the Joint Committee Co-Chairs.
- 15.07** The Committee shall meet at least nine (9) times per calendar year or more often as it deems necessary. The Union and the Company have a mutual responsibility to schedule meetings.
- 15.08** Special meetings of the Committee may be called at the request of either co-chairperson, with the approval of the Committee Coordinator.
- 15.09**
- a. The quorum for a Committee meeting shall consist of the majority of the members of the Committee, of which at least half are representatives of the employees and at least one (1) is a representative of the employer.
 - b. It is important that Committee meetings not be cancelled or delayed because some of the members cannot attend. Therefore it is imperative that any Committee members who knowingly will not be able to attend the next Committee meeting make it known to the Committee Chairperson(s) so the alternate can be invited to attend and/or allow the Chairperson(s) ample time to reschedule the meeting if necessary.

15.10 Unsafe Conditions in the Workplace Requiring Immediate Action:

An employee who observes an unsafe condition, procedure or act that he cannot personally correct shall notify his/her Supervisor and/or refer it to his Steward who will advise the Supervisor. Where the employee or Steward is not satisfied that the Supervisor has, in a reasonable period of time, effectively dealt with the situation, the matter shall be referred to the Health and Safety Committee.

- 15.11** An employee will not be disciplined for refusal to use any equipment found by the health and safety committee to be unsafe, nor shall be subject to any discipline, of any kind, as a result of reporting a safety hazard or injury.

- 15.12** The Company agrees to maintain adequate sanitary, safety and health conditions throughout its buildings and will provide protective clothing where required.

15.13 Hijacking and Bomb Scares:

No employee shall be required to work on a hijacked plane or a bomb threatened plane. All employees concerned shall be evacuated from any other area where other persons are evacuated.

15.14 Implementation of New Machines, Tools or Equipment:

The Joint Health and Safety Committee shall inspect all new machines, tools or equipment prior to their implementation.

ARTICLE 16 DISCIPLINE & DISCHARGE

- 16.01** No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if he/she so desires, he/she may have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of three (3) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after his/her regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.
- 16.02** Any post probationary employee who has been disciplined or discharge may file a grievance in accordance with Article 17 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. By mutual consent between the Company and the Union, any grievance concerning the discharge of an employee may commence at Step 2 or Step 3 of the grievance procedure.
- 16.03** Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.
- 16.04** The Company shall not refer to any disciplinary correspondence from an employees personnel file after twelve (12) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- 16.05** The Company shall provide the Chief Steward with a copy of any letter of discipline given to an employee.
- 16.06** The Company's own interest lies in ensuring fair treatment of all employees and in making certain disciplinary actions that are prompt, uniform, and impartial. The major purpose of disciplinary action is to correct problems, prevent recurrences, and prepare employees for future satisfactory service.

With respect to most disciplinary problems, the Company shall apply progressive discipline in an effort to correct the actions of its employees. The Company expects that a first offence may call for a verbal warning (informal or formal); a written may follow as a next offence; another offence may lead to a suspension; and, still another offence may then lead to termination of employment.

Depending on the severity of the problem, the number of past occurrences and business needs, there may be circumstances when one or more steps are bypassed and termination is immediate.

While it is impossible to list every type of behaviour that may be deemed a serious offence, some may result in immediate suspension or termination of employment.

ARTICLE 17 GRIEVANCE PROCEDURE

17.01 The parties agree that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made.

Step 1

An employee who has cause for complaint shall discuss it with his/her immediate supervisor within ten (10) calendar days of the cause of the complaint or reasonable awareness thereof or the right to grieve shall be deemed waived. An extension to this time limit may be granted and shall not be unreasonably withheld.

17.02 Step 2

- a.** Should the matter not be resolved through discussion, the Union may submit a written grievance to the General Manager or designate within ten (10) calendar days.
- b.** The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested.
- c.** A hearing shall be held within seven (7) calendar days of receipt by the Company of the written grievance.
- d.** Within seven (7) calendar days following this hearing, the General Manager or designate shall render his/her decision in writing to all parties concerned.

17.03 Step 3

- a.** Should the decision made at Step 2 be unsatisfactory the Union may appeal to Human Resources within ten (10) calendar days.
- b.** A hearing shall be held within seven (7) calendar days of receipt by the Company of the written grievance. The General Chairperson of District 140 may be present at this hearing.
- c.** Within seven (7) calendar days following this hearing, the Labour Relations Department shall render their decision in writing to all parties concerned.

17.04 The Union may initiate a general or policy grievance in writing on any difference concerning the interpretation, or alleged violation of this Agreement within fifteen (15) calendar days following the date on which the Union first had knowledge of the event.

17.05 The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be inclusive of Saturdays, Sundays, and General Holidays.

17.06 At any hearing held throughout these grievance procedures, the grievor shall have the right to be represented by a duly accredited representative of the Union.

17.07 Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 18.

- 17.08** An employee must be advised of any written report on his personal file and shall have a right to reply to such written report. Such reply shall become a part of the employee's personal file so long as such written report remains in the file. Employees shall have the right to see their personal file upon request. Upon his request, he may also obtain a copy of his personal file or part of it.

ARTICLE 18 ARBITRATION

- 18.01** All grievances that have not been settled through the grievance procedure may be submitted to an arbitrator jointly chosen by both parties. The party requesting arbitration shall notify the other party in writing within thirty (30) calendar days following the Company's decision and propose at least one arbitrator.
- 18.02** The parties shall, stipulate the matter to be arbitrated to the arbitrator.
- 18.03** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 18.04** The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.05** At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.
- 18.06** The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.
- 18.07** Multiple Hearings: The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

ARTICLE 19 DEDUCTION OF DUES

- 19.01** Subject to the provisions of the Canada Labour Code, it is agreed that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.
- 19.02**
- a.** Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or re-instatement fees uniformly required of all other such applicants by the Union local. Membership shall not be denied for reasons of race, age, national origin, color or religion.
 - b.** New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent

to the Secretary-Treasurer of the Local Lodge forthwith.

- c.** At the earliest opportunity, and in accordance with operational requirements and shift availability, the employee's immediate supervisor shall introduce the new employee to his/her Chief Steward or designee. The meeting shall not exceed forty-five 45 minutes in length sometime during the training period for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees responsibilities and obligations to the Company and the Union. The Chief Steward or designee will provide him/her with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.

- 19.03** The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The deduction of Union dues shall commence from the first day of employment, beginning with the first pay, and each pay thereafter, from all Union employees.
- 19.04** The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to the District Lodge of the Union by the twentieth (20th) day of the month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.
- 19.05** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month.
- 19.06** Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 19.07** Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.
- 19.08** The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;

 - a.** All monthly dues for members to be submitted in alphabetical order by name with hire date, classification, hourly rate, dues deducted and employment status;
 - b.** The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.
- 19.09** The Company will show the amount of the dues deducted on T-4 and Relevé 1 slips issued to employees.
- 19.10** When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names and wage rates.

19.11 The Union shall indemnify and save harmless the Company, its agents and/or employees acting on behalf of the Company from any and all claims, demands, actions, or causes of action, arising out of or in any way connected with the collection of such dues and initiation fees for Union members only.

ARTICLE 20 UNIFORM

20.01 The Company will provide employees with the following uniforms:

Dispatchers, Fuelers & Mechanics - Option A

	Full-Time employees	Part-Time Employees
Shirts	4	3
Pants	4	3
Shorts	2	1
Winter / Thermal Coveralls	1 every two (2) years	1 every two (2) years
3-in 1 jacket	1 every two (2) years	1 every two (2) years
Rain Suit	1 every two (2) years	1 every two (2) years
Summer gloves	4	4
Winter gloves	4	4
Safety eyewear	1	1
Safety vest	1	1
Regular ear protectors	1	1

Fuelers & Mechanic - Option B

	Full-Time employees	Part-Time Employees
Shirts	4	3
Coveralls (fuelers)	4	3
Coveralls (mechanic)	7	7
Winter / Thermal Coveralls	1 every two (2) years	1 every two (2) years
3-in 1 jacket	1 every two (2) years	1 every two (2) years
Rain Suit	1 every two (2) years	1 every two (2) years
Summer gloves	4	4
Winter gloves	4	4
Safety eyewear	1	1
Safety vest	1	1
Regular ear protectors	1	1

- a. Damaged clothing and PPE will be replaced as soon as possible without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.
- b. Items that are lost and cannot be exchanged will be paid in full by the employee.
- c. Employees must wear the full uniform and is responsible to keep clean and in good condition.
- d. The Company shall provide the cleaning of uniform selected at no cost to the employee
- e. Any employee who fails to return his uniform at the end of his employment shall reimburse the residual value of the missing items.
 - o Less than 150 calendar days after issue – 100% of the cost
 - o More than 150 calendar days but less than twelve months issue – fifty percent of the cost
 - o More than twelve months – no deduction.

Employees will authorize deductions from payroll for this purpose.

- 20.02** Effective on January 1, 2017 - After one (1) year of service, upon presentation of a receipt and a proof of purchase, an annual amount of one hundred and thirty dollars (\$130.00) or two hundred & sixty (\$260.00) every two (2) years shall be remitted to the employee for purchasing security shoes.
- 20.03** The Company will set aside a few parkas as spares. Such loaned parka must be returned at the start of the employee's next shift or within twenty-four (24) hours whichever is sooner.

ARTICLE 21 NO DISCRIMINATION & HARASSMENT

21.01 No Discrimination

The Company and the Union, or any of the Officers or Agents acting on their behalf, shall not discriminate in any manner against any employee with respect to terms or conditions of employment on the ground of his/her race; colour; creed or religious persuasion; national origin; age; sex; sexual orientation; marital or parental status; membership in and/or activities on behalf of the Union, political party, organizations and associations.

21.02 Harassment

Every employee has the right to work in an environment free of harassment. This right includes the responsibility to eliminate harassment in our workplace, either as a participant or as an observer.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of the prohibited grounds of:

- Race, nationality or ethnic origin, colour
- Religion
- Age
- Sex and / or sexual orientation
- Marital status and / or family status
- Citing a conviction of an offence for which a pardon has been granted
- Disability

All employees and management are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment includes, but is not limited to, the following examples:

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.

- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- Bullying by use of force, threat or coercion to abuse, intimidate or aggressively dominate others.

Obligation of employees

Employees are obligated to bring any complaint of harassment first to the harasser if possible, failing resolution then to the Company or the Union as soon as possible. If the Company or Union are not made aware of any issues of harassment, they may be unable to address such issues.

What is not harassment

Properly discharged supervisory responsibilities including work allocation, disciplinary action, follow-up on work absences or the requirement of job performance standards or conduct that does not interfere with a climate of understanding and respect for the dignity and worth of all employees are not considered harassment. Neither is this policy meant to inhibit free speech or interfere with the normal social relations that are a part of life in a working environment.

Filing a complaint

If an employee believes that he/she has been harassed on the basis of any of the ground stated above, that employee should:

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible;
- Lodge a complaint as described on the Company harassment policy by approaching the Company directly or with the assistance of the Union. If desired by the employee, a grievance may be initiated pursuant to the provisions of Article 17. Complaints and/or grievances involving harassment will be handled with all possible confidentiality.

Investigation

The investigation process will be conducted according to the harassment policy of the Company.

When a unionized employee is involved in the investigation, he/she may request to have one (1) Union representative as a witness.

No reprisal or recrimination will be made by the Company or any employee against an employee because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

ARTICLE 22 BENEFITS

22.01 Benefit and Insurance Plan

- a. The Company will implement a group insurance benefit plan in accordance with Schedule "B". This benefit plan will be subject to all applicable terms and provisions set out in the contract of insurance.
- b. After completion of twelve (12) months of service, employees must be actively working for at least thirty (30) hours per week to be eligible for benefits. Required minimum hours will be calculated on an annual basis.
- c. All employees who are currently insured at the date of ratification will continue to be eligible to participate in this benefit plan.
- d. Termination of coverage - Benefit coverage will cease on the effective day of employment termination

22.02 RRSP Contribution

After the completion of twelve (12) months of service, the Company shall offer to all employees the opportunity to participate in a Retirement Savings Program. Participation in said program is voluntary.

Permanent employees can invest, by payroll deduction, in the Retirement Savings Program as outlined by the Company.

The Company shall make the required contributions to each R.R.S.P. account within 15 days following the end of each calendar month.

For each dollar invested by the employee, the Company will deposit a dollar into the employee's account to a maximum of two (2%) of the base salary.

ARTICLE 23 TRAVEL

23.01 Employees who must travel outside the airport where they work at the request of the Company shall receive the following indemnities and allowances: fifty cents (\$0.50) per kilometre for the use of their vehicle.

Unless the meal is provided, the Company will pay fifty (50.00) dollar per diem before traveling on Company business. Where accommodation or transportation is required the Company will be responsible for the arrangements and costs.

ARTICLE 24 RAIC / AVOP

24.01 All employees must hold a valid driver's license issued in the province of Quebec and must obtain an Airside Vehicle Operations Permit, where required by the Company and/or Airport Authority.

24.02 An employee whose position requires that he holds a driver's licence and/or an airside vehicle operator's permit (AVOP) and who loses same pursuant to an order issued by a court and/or airport authorities shall immediately notify the Company thereof, in which case the Company shall attempt to accommodate the employee or suspend the employee for a maximum period of twelve (12) months, without accumulation of seniority. After twelve (12) months, the employee's employment may be terminated.

The above maximum period of twelve (12) months may be extended by consent of the Company where the employee demonstrates that he carried out all the steps necessary for his driver's licence to be reinstated and that he is waiting for the permit to be reissued.

The employee has the obligation of maintaining a valid driver's licence at all times during his employment with the Company. He is responsible to notify the Company of any change pertaining to the status of his driver's licence as soon as such change occurs, in which case he may face a disciplinary measure up to dismissal.

ARTICLE 25 GENERAL

25.01 Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the headquarters level.

25.02 New Job

When a new job within the scope of the Union certificate is created, the Company may assign an employee to such job for a period not exceeding thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate of pay. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The arbitrator will have the authority to set the new wage rate and classification and award redress.

25.03 One copy of this collective agreement (either English or French) will be furnished to each employee within sixty (60) days of ratification of this Agreement. The Company and the Union shall agree to the size and method of producing the Agreement, and the cost of printing will be paid for by the Company.

25.04 Parking Fees

The Company agrees to supply parking spaces for all employees working at Montreal-Trudeau and/or Mirabel Airports.

The Company shall pay one hundred (100%) of the cost of parking for employees that work only for the Company at Pierre-Elliot Trudeau Airport or Mirabel Airport. If an employee works for two or multiple companies at Pierre-Elliot Trudeau Airport and/or Mirabel Airport, the Company will not cover the cost of parking, unless the employee can provide substantial proof that the other company does not pay for parking.

25.05 Allowances for tools

Upon presentation of a receipt and a proof of purchase mechanics will receive a tool allowance of \$500 per calendar year.

25.06 If the Company makes a mistake of seventy-five dollars (\$75.00) or more in the calculation of a pay at the detriment of an employee, it agrees to correct such mistake within three (3) business days following receipt of a written notice thereof by the pay department. Any other mistake shall be corrected on the following pay of the employee.

25.07 Overpayments that the Company discovers can be recovered by payroll deduction to a maximum of one hundred and fifty dollars (\$150.00 dollars) "net" per month for a Full Time employee, and seventy five dollars (\$75.00 dollars) "net" per month for a Part Time employee. Any remaining balances can be collected in full on final pay cheque.

ARTICLE 26 DURATION & RENEWAL

26.01 This agreement shall be effective from the 9th day of August 2016 up to and including the 8th day of August 2019. Either party shall be entitled to give notice in writing to the other party as provided in the *Canada Labour Code*, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 120 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 20 days of the notice or within such further period as the parties mutually agree upon.

26.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 8th day of August 2019 for any stated period acceptable to the parties and in accordance with the *Canada Labour Code*.

Dated this 9 day of August , 2016 in the City of Dorval .

FOR THE UNION

FOR THE COMPANY

Michael Corrado
General Chairperson, IAMAW

Philippe Lévesque-Groleau
National Director, Labour Relations

George Kuehnl
General Chairperson, IAMAW

Tucker Cornwell
Vice President, Business Development

Gerald Desgroseilliers

Donald Dupuis
General Manager, YUL

Christian Gibert

Remo DiTomaso
General Manager, YVR

Diogo Medeiros

Laura Fowler
Senior Financial Analyst

Roger Lamoureux
Operation Manager

Carline Theobrun
Labour Relations Advisor

SCHEDULE "A"- SALARY AND CLASSIFICATION

FUELERS		
Start	D/A and Red Pass Level 1	Level 2
\$ 12.50	\$ 13.00	\$ 13.45
Level 3	Level 4	Level 5
\$ 13.90	\$ 14.35	\$ 14.80
Level 6	Level 7	Level 8
\$ 15.25	\$ 15.70	\$ 16.15
Level 9	Level 10	Level 11
\$ 16.60	\$ 17.05	\$ 17.50

A) Employees will progress from one level to another on their anniversary of service

DISPATCHERS		
Level 1	Level 2	Level 3
\$ 18.00	\$ 18.36	\$ 18.73

A) Employees will progress from one level to another on their anniversary of service.

MECHANICS			
Level 1	Level 2	Level 3	Level 4
\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00
Level 5	Level 6	Level 7	Level 8
\$ 25.00	\$ 26.00	\$ 27.00	\$ 28.00

A) Employees will progress from one level to another on their anniversary of service.

PREMIUMS	
Lead (fuelers)	\$ 2.00 per hour
Training	\$ 2.00 per hour
Mirabel fuelers	\$ 3.00 per hour

SCHEDULE "B" - BENEFITS

Eligibility Period	12 months
Minimum hours of work/week	30 Hours per Week
Cost Share	Life, AD&D, Dependant life - 100% Employer STD - 75% Employer/25% Employee LTD - 100% Employee Health & Dental - 75% Employer/25% Employee
Life	
Benefit Schedule	\$40,000 Flat Amount
Terminates at Age	Age 70 or Retirement
AD&D	
Benefit Schedule	\$40,000 Flat Amount
Terminates at Age	Age 70 or Retirement
Optional Life Benefits	100% Employee Paid
Life	Units of \$10,000 to Maximum of \$750,000
Spousal Life	Units of \$10,000 to Maximum of \$750,000
Each Child	Units of \$5,000 to maximum of \$10,000
Optional AD&D	100% Employee Paid
Employee	Units of \$10,000 to Maximum of \$800,000
Spouse	Units of \$10,000 to Maximum of \$300,000
Children	Units of \$5,000 to a Maximum of \$50,000
Dependent Life	
Spouse	\$4,000
Child	\$2,000
Short Term Disability	
Benefit Schedule	66 2/3% of Weekly Income
- Accident	1st Day or Consult Doctor
- Hospitalization	1st Day or Consult Doctor
- Illness	7 Working Days
Benefit Period	26 Weeks
Tax Status	Taxable
Terminates at Age	Age 70 or Retirement
Long Term Disability	100% Employee Paid

Benefit Schedule	60% of first \$2,083 of basic monthly earnings, plus 45% of balance
Maximum	\$15,000
Non-Evidence Maximum	\$10,000
Elimination Period	26 Weeks
Tax Status	Non-Taxable
Terminates at Age	Age 65 or Retirement
Health Care	
Maximum	Unlimited
Deductible	None
Coinsurance	80%
Convalescent Hospital	semi-private to max of 180 days
Private Duty Nursing	\$25,000 per 3 years (100% co-insurance)
Accidental Dental	Included
Hearing Aids	\$500 per 5 years
In Province Hospital Benefit	semi-private
Drugs - Plan Details	
Pay Direct Drug Card (Yes/No)	Yes
Deductible/Dispensing Fee	\$3.00 for each prescription
Coinsurance	80% of first \$2,500 of eligible expenses, 100% thereafter (Enhanced Mandatory Generic)
Fertility Drugs	None
Smoking Cessation Drugs	None
Erectile Dysfunctional Drugs	None
Paramedical Practitioners	80% Co-Insurance
- Acupuncturist	\$1,000 per year combined
- Audiologist	
- Chiropodist	
- Chiropractor	
- Homeopath	
- Massage Therapist	
- Naturopath	
- Occupational Therapist	
- Osteopath	
- Physiotherapist	
- Podiatrist	
- Psychologist	

- Social Worker	
- Speech Therapist	
- Dietician	
Orthotic Devices	\$300 per benefit year
Orthopedic Shoes	1 pair per person per benefit year
Vision Care	\$300 per person per 24 months combined
Eye Examinations	
Survivor Benefit	12 Months
Terminates at Age	Age 70 or Retirement
Out-of-Province/Country	
Coinsurance	100%
Emergency Maximum	\$1,000,000
Referral Maximum	80% to max of \$50,000 per person
Number of Days Limited	90 Days
Dental Care	
Deductible	\$25 Single/\$50 Family
Coinsurance	80%
- Basic Services	
- Units of Scale/Year	10 units per year
- Major Restorative	
- Dentures	50%
- Crowns	50%
- Bridges	50%
- Orthodontics	
- Age (Adult/Child)	None
Maximum	
- Basic preventative & Basic restorative	\$1,000 per benefit year combined
- Major Restorative	
- Orthodontics	None
Fee Guide	Current
Recall Examinations	9 Months
Survivor Benefit	12 Months
Terminates at Age	Age 70 or Retirement

It is understood that the insurance carriers booklet determines eligibility, and adjudication standards.

SCHEDULE "C"- INTEGRATION OF EMPLOYEES AT DATE OF RATIFICATION

In Accordance with Schedule A, employees hired prior the date of ratification of this agreement will be paid as follows:

A. Integration of fuelers employees at date of ratification

- 1) On September 9, 2016, YUL fuelers hired after July 1st, 2015 and with less than 8 months of service shall be slotted at Level 2 and progress through the scale on September 8, 2017 and September 7, 2018.
- 2) On September 9, 2016, YUL fuelers hired after July 1st, 2015 and with more than 8 months of service shall be slotted at Level 3 and progress through the scale on September 8, 2017 and September 7, 2018.
- 3) On September 9, 2016, YUL fuelers hired on or before July 1st, 2015 shall be slotted at Level 4 and progress through the scale on September 8, 2017 and September 7, 2018.
- 4) On September 9, 2016, YUL fuelers with previous experience hired after July 1st, 2015 shall be slotted at Level 8 and progress through the scale on September 8, 2017 and September 7, 2018.
- 5) On September 9, 2016, YUL fuelers with previous experience hired on or before July 1st, 2015 shall be slotted at Level 11 and will receive on September 9, 2016 (and on September 8, 2017 and September 7, 2018) a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).
- 6) On September 9, 2016, YMX fuelers shall be slotted at Level 11 and will receive on September 9, 2016 (and on September 8, 2017 and September 7, 2018) a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

B. Integration of dispatchers employees at date of ratification

- 1) On September 9, 2016, dispatchers hired on or after July 1st, 2015 shall be slotted at Level 1 and progress through the scale on September 8, 2017 and September 7, 2018.
- 2) On September 9, 2016, dispatchers with previous experience hired on or after July 1st, 2015 shall be slotted at Level 3 and will receive on September 9, 2016 (and on September 8, 2017 and September 7, 2018) a lump sum payment equivalent of 2% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

C. Integration of mechanics employees at date of ratification

- 1) On September 9, 2016, all mechanics without licenced will be integrated at the nearest superior rate and will continue to progress on this salary scale on September 8, 2017 and September 7, 2018.
- 2) On September 9, 2016, all mechanics licenced shall be slotted at Level 6 and progress through the scale on September 8, 2017 and September 7, 2018.