

COLLECTIVE AGREEMENT

between

ENVOY AIR
(The "Company")



and

**INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS**



**MONTREAL (YUL) INTERNATIONAL AIRPORT
DISTRICT LODGE 140, LOCAL LODGE 2309
(The "Union")**

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TABLE OF CONTENTS

ARTICLE 1	PURPOSE	2
ARTICLE 2	RECOGNITION.....	2
ARTICLE 3	RIGHTS OF MANAGEMENT	2
ARTICLE 4	UNION DUES AND UNION MEMBERSHIP	3
ARTICLE 5	STRIKES AND LOCKOUTS.....	4
ARTICLE 6	NO DISCRIMINATION.....	4
ARTICLE 7	SPECIFIC PERFORMANCE.....	4
ARTICLE 8	UNION REPRESENTATION AND SAFETY	5
ARTICLE 9	COMPLAINTS, GRIEVANCES AND DISPUTES	6
ARTICLE 10	ARBITRATION.....	8
ARTICLE 11	PROBATION.....	9
ARTICLE 12	SENIORITY	10
ARTICLE 13	LAYOFF AND RECALL	11
ARTICLE 14	LEAVE OF ABSENCE	12
ARTICLE 15	PAY CHEQUE.....	15
ARTICLE 16	POSTING OF NOTICES	15
ARTICLE 17	HOURS OF WORK AND SHIFT ARRANGEMENTS.....	16
ARTICLE 18	OVERTIME	18
ARTICLE 19	STATUTORY HOLIDAYS.....	19
ARTICLE 20	JURY DUTY AND CROWN WITNESS.....	20
ARTICLE 21	ANNUAL VACATION.....	20
ARTICLE 22	BENEFITS AND INSURANCE PLANS	22
ARTICLE 23	CLASSIFICATION OF EMPLOYEES	23
ARTICLE 24	PROTECTION OF EMPLOYEES' UNIFORM.....	23
ARTICLE 25	BULLYING AND HARASSMENT	23
ARTICLE 26	RENEWAL, AMENDMENT AND TERMINATION	24
SCHEDULE A	WAGE SCALE AND PREMIUMS.....	25
SCHEDULE B	SICK DAYS / PERSONAL DAYS	26
LOU #1	RETURN TO WORK PROGRAM	27
LOU #2	HEALTH AND SAFETY	28

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, to secure the efficient operation of the Company's business without interference or disruption of work, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 - RECOGNITION

- 2.1 The Company recognizes the Union as the sole and exclusive Collective Bargaining Agent for ramp agents employed by Envoy Air at Dorval-Trudeau Airport, Montreal , excluding GSE mechanic, office staff, Supervisors and those above the rank of Supervisor in accordance with the Certification (11515-U) issued by the Canada Industrial Relations Board.
- 2.2 Employees not covered by this Agreement will not perform work normally performed by Members of the Bargaining Unit, except:
- (a) For situations requiring immediate attention. In such situations, the Company will make every reasonable effort to first use Bargaining Unit Members.

If any bargaining work is performed by a person outside of the bargaining unit, Management will notify the General Chairperson via email or phone the day of the incident.

ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.1 The Union acknowledges that it is the exclusive function of the Company:
- (a) To maintain order, discipline and efficiency, and to establish and enforce reasonable Company rules.
- (b) To hire new employees, classify, direct, promote, demote, transfer.
- (c) To dismiss, suspend and discharge non- probationary employees for just cause.
- (d) To generally manage the enterprise in which the Company is engaged and, without restricting the generality of the foregoing, 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.

- (e) To operate and manage its business in all respects in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice seven (7) calendar days before it intends to make any changes to the Canadian policies which it has previously furnished the Union and to give a copy of the proposed changes to the Union.

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

- 3.2 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

ARTICLE 4 - UNION DUES & UNION MEMBERSHIP

- 4.1 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.
- 4.2 Membership in the Union shall be available to any employee eligible under the Constitution of the Union. Membership shall not be denied on the basis of any prohibited ground under applicable human rights legislation.
- 4.3 New employees shall become Members of the Union on the date they commenced employment and shall maintain Membership as a continuing condition of employment.
- 4.4 The Company agrees that all employees covered by this Agreement shall have bi weekly dues deducted from their wages as a condition of employment.

The Company agrees to remit at least monthly a report (Check Off) on a monthly basis to the Union the dues amount that are deducted in accordance with its regular payroll practices.

- 4.5 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union official to whom the money so deducted shall be sent. The company shall provide to the Union on a monthly basis a cheque or electronic fund transfer in the amount of the union dues deducted per employee, along with a report (check off) on an Excel format, indicating the following: The employee name, employee birthdate, employee number, classification and the dues deducted on the employee behalf.

- 4.6 The Company agrees to provide the IAMAW District Lodge 140, on a quarterly basis with the names, addresses and phone numbers of the employees in the Bargaining Unit. These shall be emailed to the Union office in Montreal, Quebec.

ARTICLE 5 - STRIKES AND LOCK-OUTS

- 5.01 Strikes - It is hereby agreed that it is the intention of parties hereto to prohibit strikes in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes.

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

ARTICLE 6 - NO DISCRIMINATION

- 6.1 The Union and its officials and Members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.2 No employee shall be discriminated against by the Company nor suffer any loss of employment because of Membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.3 Where the word "he" is used in this Collective Agreement, it also means "she" or "they" as the case may be.
- 6.4 The Company and Union agree to abide by the Canada Labour Code and the Canadian Human Rights Act in all matters of discrimination and harassment.

ARTICLE 7 - SPECIFIC PERFORMANCE

- 7.01 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further breach.

ARTICLE 8 - UNION REPRESENTATION & SAFETY

- 8.1 The Union will provide the Company a list, on a yearly basis, of the names of all Shop Stewards. In the event that a Shop Steward is required and there are no scheduled Shop Stewards on shift, the Company will contact a Shop Steward and if available he will attend and will be paid according to Article 18. If no Shop Steward is available, then the Company will contact the General Chairperson and arrangements will be made for Union representative to attend.
- 8.2 Where there is a disagreement as to the interpretation, application, or administration of this Agreement, it shall be discussed by the Company and the Negotiations Committee who shall meet during working hours on a timely basis as required.
- 8.3
- a) The Union may designate and the Company shall recognize Shop Stewards. The Company shall be kept informed of the names of the Shop Stewards.
 - b) The Company and Union agree to establish a Health and Safety Committee consisting of a minimum of one (1) unionized Member, one (1) non-unionized member, and one (1) Management member.
 - c) The Safety Committee shall be released to attend meetings on shift and be paid three (3) hour call out to attend meeting when off shift.

The Company and the Union agree to abide by the Canada Labour Code in all matters of safety.

- 8.4 The Company recognizes that the necessity for performance by a Shop Steward of the functions provided by Article 9 hereof for settlement of a complaint or grievance, can commonly arise during his regular 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 he shall obtain permission of his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties, he shall report to his immediate supervisor.
- 8.5 The Shop Stewards shall perform the functions herein provided in such manner as to promote good order and the efficient performance of the work.
- 8.6 The Union Negotiating Committee shall be granted the time off work with pay necessary to draft proposals and conduct the business of negotiating with the Company for a new Collective Agreement.

The Negotiating Committee shall consist of two (2) members whose names are to be submitted to the Company in writing.

- 8.7 The District Chairperson or his/her designate will be allocated one (1) hour of time during the quarterly new hire orientation of new employees in order to familiarize the employees with the Union and the Collective Agreement.

Note: District Chairperson will be notified of all new hires in order to get initial enrollment card completed during training, if unavailable Company will have card signed.

- 8.8 The parties agree to have quarterly labour relations meetings on Company time, if necessary. The necessity for such meetings shall be identified by either party by submitting an agenda of matters to be discussed. The General Chairperson may be present at the meeting with the Company.

ARTICLE 9 - COMPLAINTS, GRIEVANCES AND DISPUTES

- 9.1 An employee will be entitled to have a Shop Steward present when being presented with any discipline that will be noted in his/her file or in any meeting that could lead to disciplinary action. If no Shop Steward is available, then the Company will contact the General Chairperson and arrangements will be made for a Union representative to attend.

- 9.2 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and justly settle any complaints and disagreements concerning the employees, the Union and the Company, without, so far as is possible, resorting to arbitration. The parties further agree that the settlement of any grievance shall be deemed not to conflict with the provisions of the Agreement.

- 9.3 It is the mutual desire of the parties that complaints of employees shall be dealt with as quickly as possible, out of the view of the public eye. Furthermore, it is agreed that an employee has no grievance until he/she has first given the Manager the opportunity to deal informally with his/her complaint. The employee will be provided time during his/her regularly scheduled hours to meet with his/her Shop Steward and with the Manager to discuss the complaint, without wage loss.

- 9.4 Should any difference arise between the Company and any of the employees as to the interpretation, application, administration or alleged violation of the provisions of the Agreement that cannot be satisfactorily dealt with pursuant to Article 9.02, an earnest effort shall be made to settle such difference in the following manner:

- 9.5 Discipline and Dismissal

The employee and the Shop Steward will be advised in advance as to the nature of the matter giving rise to the meeting.

The Company may hold an employee out of service pending investigation, or send an employee home if that employee's presence creates a hazard to himself or other employees. Employees will be paid for all time held out of service due to the above. This does not apply to Company issued disciplinary suspensions.

Discipline Notice will normally be issued to the employee within ten (10) working days from the date of the incident or discovery of the misconduct. However, should the Company require additional time to investigate a matter leading to a Discipline Notice; it shall notify the Union of such requirement. In such case, a Discipline Notice shall be issued within thirty (30) days of the date of the incident or discovery of the misconduct or such longer time as is mutually agreed upon by the Company and Union. The Union and employee shall be given a copy of the Discipline Notice.

All forms of discipline from an employee's file will be issued and removed in accordance with the Company's Canadian Progressive Disciplinary Policy or Canadian Culpable Attendance Policy, as applicable.

- 9.6 Except in the case of violence, unsafe behaviour or harassment, if the discipline includes a suspension without pay, or a loss of premiums will not be served until all Steps of the grievance procedure, including arbitration, if applicable, have been exhausted.
- 9.7 An employee who feels that he has been unjustly disciplined or dismissed may present a grievance and the same shall be entered at the Second Step of the grievance procedure provided by Article 9.10 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.
- 9.8 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 with respect to the grievance, either directly or indirectly with the aggrieved employee without consent of the Union Representative.

9.9 First Step

An employee who has a complaint shall discuss it with his Supervisor and with his Shop Steward (or his designate) present with a view to prompt and fair resolution.

9.10 Second Step

Should an employee not receive satisfaction from his Supervisor in regard to a complaint made pursuant to Article 9.07 hereof, within seven (7) calendar days, he may state his grievance in writing on the appropriate form and the Shop Steward or his designee shall present it to the General Manager or his designated representative. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested. Within seven (7) calendar days thereafter, or within such longer period as may be agreed, the Shop Steward or

his designate shall meet with the General Manager or his designate to attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the General Manager, or his designate, shall deliver to the Union and Employee his answer in writing.

9.11 Third Step

Should the Union consider that a just settlement has not been found, it may present the grievance to the Vice President, Customer Service or his designate (the International Manager, People Services) within seven (7) calendar days after the date of the decision rendered in the Second Step. Within ten (10) calendar days a meeting to discuss the grievance at Third Step shall be arranged between the Vice President, Customer Service or his designate and the Union Business Representative, or his designate. Within seven (7) calendar days thereafter, Vice President, Customer Service or his designate shall present the Company's final decision in writing to the Union and Employee.

9.12 The parties may waive any Step in this procedure and/or extend the time limits by written agreement which will not be unreasonably withheld by either party. The extension must be for a fixed time. Should either party exceed the time limits set out in this Article or fail to request an extension of the time limits in writing, within the time limits, the party exceeding the time limits must concede the grievance.

9.13 Unsettled Disputes

Any matter discussed by the Company and the Union pursuant to Article 8.02 hereof which is not adjusted to the satisfaction of both parties and any dispute over the settlement of a grievance at the Third -Step, may be - submitted to arbitration by either party provided that it shall be deemed to be settled or abandoned if, within twenty-one (21) calendar days after a final decision has been announced, neither party have given Written Notice of intent to submit the matter to arbitration.

ARTICLE 10 - ARBITRATION

10.1 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as herein provided.

10.2 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 8.02 and Article 9 hereof.

10.3 In advance of submitting a matter to arbitration, the Parties may mutually agree to refer the matter to mediation (FMCS), in an effort to settle the matter or narrow the issues in dispute.

- 10.3 Within seven (7) calendar days after Notice of Intent to arbitrate has been given, as provided in Article 10.1 hereof, the Company and the Union shall attempt to mutually name an Arbitrator. No person shall be named as an Arbitrator who has participated in an attempt to settle the grievance or dispute.
- 10.4 If the parties fail to reach a agreement on an arbitrator within seven (7) calendar days or within such longer period as they may mutually agree upon, the Federal Minister of Labour shall appoint an arbitrator (through the FMCS program).
- 10.5 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.
- 10.6 In hearing disputes arising out of the discipline or dismissal of an employee, the Arbitrator, uphold, modify, or rescind the penalty.
- 10.7 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties. It is understood and agreed that in the event mutual agreement is not obtained then the single format will apply.
- 10.8 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than twenty (20) working days after receipt of the award.
- 10.9 The parties hereto will jointly share the fee and expense of the Arbitrator.

ARTICLE 11 - PROBATION

- 11.1 The first one hundred and eighty (180) calendar days of employment shall be a probationary period during which the Company will assess whether an employee is suitable to be retained and, in the event that an employee may fail probation, the Company will discuss with the Shop Steward. When probation has been completed, seniority will be counted from the initial date of hire.

The Company shall have the right to dismiss a probationary employee for cause, at the Company's sole discretion, at any time during the probationary period. The Company's exercise of its' discretion to discharge a probationary employee for cause shall not be subject to any grievance or arbitration, unless the discretion has been exercised in bad faith, arbitrarily or contrary to the *Canadian Human Rights Act*.

Note: Absences in excess of seven (7) calendar days will not apply to probationary time.

- 11.2 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 13.00

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.

- 11.3 It is a condition to passing probation that the employee obtain his Airside Vehicle Operator Permit ("AVOP") prior to the end of the probationary period.
- 11.4 During the probationary period, the employee will apply for and make every attempt to obtain his Restricted Area Identification Card ("RAIC"). In any event, it is a condition of employment that the employee obtain his RAIC within twelve (12) months of his start date.

ARTICLE 12 - SENIORITY

12.1 Definition

Seniority for all employees shall be the length of service with the Company and shall govern:

- (a) Vacation entitlement and preference.
- (b) Retention as a result of lay-off.
- (c) Recall following lay-off.
- (d) Displacement rights.
- (e) Filling of vacancies.
- (f) Rest days and shift arrangements
- (g) Any other matter agreed to between the parties.

12.2 Use of Seniority

Seniority shall be used to determine the relative rights of employees within a classification as expressly set forth in this Agreement.

12.3 Termination of Seniority

Employee status and seniority shall both terminate when:

- (a) An employee voluntarily terminates his employment.
- (b) An employee is discharged.
- (c) An employee has been on lay-off according to Article 13.02.
- (d) An employee fails to report for work after a recall as per Article 13.05.
- (e) An employee fails to report for work at termination of Leave of Absence.
- (f) An employee retires.
- (g) An employee is absent for three (3) consecutive scheduled working days without notice to the Company of such absence and without providing satisfactory reason to the Company.
- (h) An employee has not received clearance for a full RAIC within twelve (12) months of date of hire.

- 12.4 The Company will post seniority lists at six (6) month intervals and will provide the Union with a copy. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) 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 or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections. Furthermore, the Company will, prior to posting, verify the seniority list with the Union.
- 12.5 Any employee performing a temporary function that is outside the scope of this Agreement must not exceed one hundred and twenty (120) days in a twelve (12) month period. Employees will continue to accrue seniority and salary progression during this period. Should the employee exceed one hundred and twenty (120) days, he will forfeit all seniority. The calculation starts the first day of his acting assignment.

12.6 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by the last three numbers of the employees' Social Insurance Number. The lowest number will be the most senior, etc. This draw will be done on the date of hire with all involved employees present. The General Chairperson or his designate will conduct the draw during the union orientation period outlined in Article 8.07 and provide the results immediately to the Company.

ARTICLE 13 - LAY-OFF AND RECALL

- 13.1 Should cause such as a fire, flood, explosion, Act of God, or any unforeseeable work stoppage by employees of an airline serviced by the Company, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid-off according to seniority with twenty-four (24) hours notice from the commencement of the work stoppage providing that seniority shall apply during such lay-off. In the event of a partial resumption of operations, the employees affected shall be recalled by seniority.
- 13.2 (a) 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 in reverse order of classification seniority.

The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights.

Recalls from such lay-offs shall be in order of classification seniority.

An employee who has been laid off shall be listed according to seniority after the date of lay-off and remain on the seniority list for recall for a maximum of thirty six (36) months. If not recalled to work during that time, his name shall be removed from the seniority list.

- (b) It is agreed that should a staff reduction become necessary, the Company and the Union will discuss mitigation programs in order to try and mitigate the reduction.
- 13.3 The Company shall notify the Union as soon as possible prior to any lay-off. All employees shall receive at least fourteen (14) days notice of any lay-off, except in the case of lay-off as defined in 13.01.
- 13.4 Employees, when laid off, must file their personal email address and telephone number with Human Resources and must advise Human Resources in writing of any subsequent change. Recall shall be by email, to the address last filed by the employee with the Company and phone call. The Union shall receive a copy of each Letter of Recall.
- 13.5 Employees will be given seven (7) days to respond to a recall request. If no response is received, the Company will make a second phone call, and will allow the employee twenty-four (24) hours to respond to the second recall request.
- 13.6 An employee who fails to respond to a recall request as required in Article 13.5, or who declines recall, shall lose all seniority and his name shall be removed from the seniority list and employment will then be considered terminated. If an employee fails 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 too shall lose all seniority and his name shall be removed from the seniority list and employment will then be considered terminated.
- 13.7 Employees laid off will be provided with their entitlements under the Canada Labour Code, if any.

ARTICLE 14 - LEAVE OF ABSENCE

14.1 Personal Leave

Leave of Absence without pay may be considered by the Company upon two (2) weeks written notice except in special circumstances, for a period not less than one (1) day and not exceeding ninety (90) calendar days. This Leave will only be granted if the Company, in its sole discretion, agrees. When a Personal Leave not

exceeding ninety (90) days is granted, the employee will retain and continue to accrue seniority during such leave. The Leave will not be granted if the employee's absence will reduce the efficient operations of the Company. Leave of Absences will not be granted for employees to work for another employer.

Leave will be granted on a first come basis but will not precede vacation bids. The Company shall give its reply within ten (10) working days of receipt of a request.

Note: Leaves that are a result of Article 13 will be based on seniority.

- 14.2 Personal Leave of Absence without pay in excess of ninety (90) calendar days may be granted only where there is written authorization from the General Manager. If a Personal Leave in excess of ninety (90) days is granted, the employee will retain but not accrue seniority for such part of the leave exceeding ninety (90) days.
- 14.3 On written request of the Union, 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 for any such employee, except that Leave of Absence not exceeding one (1) week at any one time shall be granted such officials or delegates for the purpose of attending trade Union conferences and training courses. In any event, such Leaves of Absence shall be restricted at any one time to a maximum of one (1) employee.
- 14.4 An employee on any Leave of Absence will not engage in other employment unless there is written authorization from the General Manager.
- 14.5 Maternity Leave, Parental Leave, and Maternity- related Reassignment and Leave

Maternity and Parental Leave (maternity, parental and adoption) shall be granted in accordance with the provisions of the *Canada Labour Code* to any employee with seniority in accordance with the provisions of the *Canada Labour Code*.

Following any maternity and/or parental leave, the employee will be reinstated to the position held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a comparable position.

No employment decisions, whether pertaining to training, promotion, discipline, suspension or dismissal, may take into account an employee's pregnancy or intention to take a Pregnancy and/ or Parental Leave.

The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or training because the employee has applied for Leave under these clauses.

Every employee who intends to take a Leave of Absence under these clauses shall:

- I. Give at least four (4) week's notice in writing to the Company unless there is a valid reason why such notice cannot be given.
- II. Inform the Company in writing of the length of Leave intended to be taken.

Note: Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the Leave of Absence, provided the employee gives four (4) weeks notice of any change of the length or leave intended to be taken (an return date).

14.6 Benefit Continuation while on Maternity and Parental leaves

- (a) The Health and Disability Benefits, and seniority of any employee who takes, or is required to take, a Maternity or Parental Leave from employment under this Article shall accumulate during the entire period of the Leave.
- (b) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in the above paragraph, the employee is responsible for and must pay on a monthly basis.
- (c) For the purposes of calculating the Health and Disability Benefit of an employee, the monetary contribution required by paragraph (b) above, employment on the employee's return to work shall be deemed to be continuous with employment before the employee's leave.
- (d) For the purposes of calculating benefits of an employee who takes or is required to take a Maternity and Parental Leave under this Article, other than benefits referred to in (c) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.

14.7 General

- (a) In the case of a female employee applying for Maternity of Parental Leave under this Clause, she shall provide the Company with a medical certificate stating the expected confinement date.
- (b) The Company shall not require an employee to take a Leave of Absence because the employee is pregnant, 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 but the burden of providing this rests with the Company. The Company will comply with its obligations under the Maternity-related Reassignment and Leave provisions of the *Canada Labour Code*.
- (c) If an employee is unable to work because of a pregnancy related illness she shall be allowed to use her Sick Leave under this Agreement.

14.8 Additional Statutory Leaves under the *Canada Labour Code*

The following additional statutory leaves are available to employees in accordance with the *Canada Labour Code*:

- (a) Compassionate Care Leave
- (b) Leave Related to Critical Illness
- (c) Leave Related to Death or Disappearance
- (d) Personal Leave
- (e) Leave for Victims of Family Violence
- (f) Leave for Traditional Aboriginal Practices
- (g) Bereavement Leave

ARTICLE 15 - PAY CHEQUE

- 15.1 Employees will be paid via Direct Deposit.
- 15.2 Underpayments in a pay cheque due to a Company error which is in excess of two hundred and fifty dollars (\$250.00) "gross", will be reimbursed within seven (7) business days of the Company becoming aware of the underpayment.
- 15.3 The Company will provide, on each employee's pay cheque, the RRSP contributions that have been submitted on their behalf for the pay period.
- 15.4 Overpayments that the Company discovers within one (1) year may be recovered in accordance with the Company's regular practices.

ARTICLE 16 - POSTING OF NOTICES

- 16.1 The Company will provide one (1) bulletin board that 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, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.
- 16.2 The Company will provide the Union with an advance copy of any posting, other than those of routine nature.

ARTICLE 17 - HOURS OF WORK AND SHIFT ARRANGEMENTS

17.1 It is recognized the Company may operate a continuous operation (24 hours a day, 7 days a week, 365 days a year). As such; the Company needs to schedule employees to meet those demands. The pay period is Monday 00:00 to Sunday 23:59.

- (a) The standard work week for full-time employees shall be forty (40) paid hours per week with two (2) consecutive rest days. The standard working day for full-time employees will be eight and one half (8 1/2) hours including one-half (1/2) hour unpaid meal break. The Company reserves the right to introduce modified work schedules with the agreement of the Union.
- (b) Part-time employees shall be scheduled for varied hours depending on the needs of the operation, but no less than twenty (20) hours and no more than thirty-seven and one-half (37 ½) hours in a work week, and a minimum of four consecutive (4) hours to a maximum of eight consecutive (8) hours inclusive of one-half (½) -hour unpaid meal period. Part time shifts will have two (2) consecutive days off per week.

17.2 Meal Breaks

- (a) All employees will receive a thirty (30) minute unpaid meal break during every period of five (5) consecutive hours.
- (b) Meal periods will be scheduled as close to the middle of the shift as possible.

17.3 Scheduling of Work

- (a) It is understood that the Company will arrange staffing requirements to meet their contractual commitments and to cater to fluctuation and changes to airline schedules. It is further understood that Management and the Union will form a Joint Shift Committee to design and implement schedules that work to the benefit of both parties. The final decision and implementation of any schedules remains that of the Company if an agreement cannot be reached within the Joint Shift Committee.
- (b) The shift bid process will take place a minimum of two (2) times per year and a maximum of eight (8) times per year.
- (c) The Joint Shift Committee will post the final shift bid for a minimum of seven (7) calendar days.
- (d) Shifts will be bid in order of seniority date. Shift schedules will indicate work function (ramp, cleaners/wheelchair pushers).

- (e) Active Employees will have the opportunity to bid by paper, phone, or in person, with the understanding that the Company is moving toward implementing an electronic scheduling system.
 - (f) An active employee who fails to bid will be assigned an available work schedule within his classification after completion of the bid. An active employee who bids late, but while the bid process is ongoing; will be permitted to bid on remaining lines at the time he bids.
 - (g) Once the work schedule bidding process has completed, the bid awards will be posted (in paper or electronic form) at least seven (7) calendar days prior to effective start date of the new work schedule bid.
- 17.4 Employees that were inactive at the time of the bid and return to work prior to a new bid will mirror a line that their seniority would have allowed them to bid at the time of the bid.
- 17.5 The line of an active employee who bids and then becomes inactive, in which the anticipated absence is to be sixty (60) calendar days or more, will be posted immediately. This will be a one-time posting and there will be no domino effect. Further, upon the return to work of an employee holding a bid line, article 17.04 will apply.
- 17.6 Employees who have quit or have been terminated shall have their shift posted immediately for bid. This will be a one-time posting and there will be no domino effect.
- 17.7 The Company will transfer successful bidders as referenced in articles 17.4 and 17.5 to their new position within seven (7) calendar days of the award date, unless otherwise agreed between the Union and the Company.
- 17.8 The Company may cancel employees scheduled work day due to flight cancellation with a minimum of seven (7) days' notice provided to the employee.
- 17.9 In the event that a change to the shift schedule is required, the affected employee(s) shall be provided with at least seven (7) calendar days written notice before such change is implemented. The Company will make every reasonable effort to avoid adjusting employee's bid shift start and/ or stop time, however, if start and/or stop time changes are unavoidable, an employee's bid schedule may be modified up to a maximum of one (1) hour, one (1) time per shift bid, on a temporary or permanent basis, or as otherwise agreed with the Union. Modifications shall not result in a change of rest days or a reduction in hours.

ARTICLE 18 - OVERTIME

- 18.1 (a) Full-time and part-time employees will be eligible for overtime pay at the rate of one and one half (1.5) times for time worked at the Company's request in excess of eight (8) hours in a day or forty (40) hours in a week.
- (b) All overtime must be approved by the General Manager or designate prior to the overtime being worked.
- 18.2 (a) The Company will distribute voluntary overtime on a seniority basis.
- (b) The Company will post the overtime control sheet in a overtime binder located in the administrative office. The overtime control sheet shall state and contain the following:
1. Name of employee
 2. Regular shift schedule and hours
 3. Overtime shift schedule and hours
 4. Time called
 5. Employee acceptance, or refusal or no answer or if message left
 6. Supervisors authorization
- (c) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing the overtime control sheet, as appropriate, in the daily overtime book in the Administrative office.
1. Sign up book (senior person(s)).
 2. Overtime less than four (4) hours goes to senior person(s) on shift employee in sign up book.
 3. Four (4) consecutive hours and, or longer go to senior person(s) in sign up book.
 4. On shift (not in the sign up book).
- 18.3 Additional Hours
- (a) Unplanned
- In the event of unanticipated circumstances including off scheduled operations or staffing shortages, the following shall apply:
- The Company shall canvass employees who are qualified and on shift in order of seniority on a voluntary basis.
- (b) Planned
- The Company may offer additional hours to cover operational requirements:

- (i) Additional hours will be posted by the Company at least five (5) days in advance, if possible. Employees who wish to work the additional hours will sign up by the deadline.
- (ii) Additional hours will be offered by seniority to qualified employees who have signed up by the deadline.

Should the Company exhaust the additional hours list and overtime list and there is no volunteers then Management can perform the necessary work, however they must notify the General Chairperson either by phone, or email.

- 18.4 (a) If an employee is called into work, the employee shall be paid a minimum of four (4) hours at the applicable rate.
 - (b) An employee who has completed his/her regular shift and has swiped out, and is then recalled to work extra time, shall receive a minimum of four (4) hours pay at the applicable rate.
- 18.5 Employees acting in Management on a temporary basis are ineligible to work overtime until they return to the Bargaining Unit position. The exception to the rule is if the overtime list has been exhausted.

ARTICLE 19 - STATUTORY HOLIDAYS

19.1 The following Statutory Holidays shall be observed:

New Year's Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
St-Jean Baptist	Christmas Day
Canada Day	Boxing Day
Labour Day	

19.2 Employees who are required to work on a Statutory Holiday shall be paid, in addition to their regular wages for the day, one and one-half times their regular rate of pay for hours worked on the holiday. Alternatively, at the employee's option, the employee may be granted a day off with pay as the holiday at a later date convenient to both the employee and the Company, provided it is taken within 90 days of the date of the holiday.

- 19.3 If a Statutory Holiday falls on an employee's regularly scheduled day off, the employee's next scheduled work day becomes the holiday and the employee will be paid in accordance with Article 19.02.
- 19.4 Full-time and part-time employees scheduled to work on the Statutory Holiday and who have had their request granted to have the day off will be paid straight time for their scheduled hours.
- 19.5 Should a Statutory Holiday fall within an employee's vacation, such vacation period may be extended by one (1) working day for each such Statutory Holiday, if operations permit. If operations do not permit, the employee's next scheduled workday becomes the holiday and is paid as described above.

ARTICLE 20 - JURY DUTY AND CROWN WITNESS

- 20.1 Employees who are required to act as a witness or a juror in a proceeding, or to participate in jury selection shall be granted a leave of absence and paid the difference between the normal daily wages and the amount they receive for such a public duty.
- 20.2 Employees who must appear in court for reasons of other than those mentioned in Article 20.01 shall be granted local leaves of absence for one (1) day without pay provided they supply the proof or verification for such attendance.

ARTICLE 21 - ANNUAL VACATION

- 21.1 (a) Vacation time accrues for full months of active service in a calendar year and is credited as of December 31st of that year for use in the following calendar year.
- (b) Employees must be employed for one (1) year with at least six (6) months of full time equivalent service to be eligible to take vacation time.
- (c) Employees shall accrue vacation time in accordance with the *Canada Labour Code* as follows:
- (i) Employees with one (1) year (as defined in part (b) above), but less than five (5) consecutive years of service shall receive two weeks of vacation in each calendar year;
 - (ii) Employees with five (5) consecutive years of service but less than ten (10) consecutive years of service shall receive three (3) weeks of vacation in each calendar year; and

(iii) Employees with ten (10) or more years of service shall receive four (4) weeks of vacation in each calendar year.

21.2 Employees shall receive vacation pay calculated as follows;

- (a) Employees with less than five (5) consecutive years of service shall receive four per cent (4%) of their earnings with the Company in each calendar year;
- (b) Employees with five (5) years of service to up to ten (10) years of service shall receive six per cent (6%) of their earnings with the Company in each calendar year; and
- (c) Employees with ten (10) years of service or more shall receive eight per cent (8%) of their earnings with the Company in each calendar year.

21.3 Effective January 1, 2023, vacation pay will accrue each pay period, and will be reflected on the employee's pay statement.

21.4 Vacation will be taken in no less than one week increments and will be scheduled Monday to Sunday.

21.5 (a) Vacation pay will be paid out for vacations not taken, in the first quarter of the following calendar year. An employee who quits, is dismissed, or is laid off will be paid out for any accrued unused vacation pay at the time of the employee's employment terminates or the employee is laid off.

(b) Employees will receive their vacation pay cheque on the pay period corresponding with their vacation.

21.6 (a) The Company agrees to post the approved vacation schedule in each calendar year. Vacation shall be selected and taken in accordance with the following ratio:

1 in 15 employees (minimum 1 employee off at a time).

(b) Vacation bids will be bid by seniority and will be completed by December 8th for the following year. However, should an employee wish to divide up his vacation entitlement into a minimum of one (1) week increments, a rotation through the seniority list will apply. That is, the most senior employees will have first choice of the first "division" of his vacation; then the next most senior will have choice of his first "division"; and so on through the seniority list. There is no limit on how many divisions an employee may next take (i.e., up to the number of days that he is entitled). Agents are restricted to bidding a maximum of two (2) weeks vacation each from mid-June to Labour Day and two (2) weeks from mid-December to the first week of January.

- (c) Once this rotation has been achieved one time, the bids start again at the top of the seniority list. The most senior employee with vacation entitlement remaining then chooses the second "division" of his vacation; the next most senior chooses his second "division" and so on again through the seniority list.
- (d) This rotation will continue in the above fashion until each employee in turn has bid for all his vacation entitlement.
- (e) When all employees have indicated by bid their vacation choice, employees who fail to bid by the deadline will have their vacation assigned by the Company. The Company will approve the list within fifteen (15) working days.

21.7 The vacation bidding will be conducted jointly by the Company and the Union. Employees will have the opportunity to bid by phone, e-mail, paper and or in person. The Company and Union acknowledge that during the term of this Agreement the vacation bidding system will be automated and once automated employees will only be permitted to bid their vacation electronically.

21.8 The Company shall update the vacation calendar monthly.

ARTICLE 22 - BENEFITS AND INSURANCE PLANS

22.1 The Company agrees to provide the various benefit and insurance plans including Life, Accidental Death and Dismemberment, Dependant Life, Vision Care, Long Term Disability, Extended Health Care, Prescription Drugs and Dental. Employees are eligible for group benefits after three (3) months of service. To maintain eligibility, an employee must work an average of twenty (20) hours per week in the previous calendar quarter. The Company further agrees to provide a summary of benefit and insurance plans to employees.

Note: If the minimum threshold to maintain eligibility for group benefits increases, the parties will adjust the minimum number of hours for part-time employees as set out in Article 17.01

22.2 Group RRSP

The Company provides an RRSP deduction plan for employees. There is no employer match.

ARTICLE 23 – CLASSIFICATION OF EMPLOYEES

23.1 There shall be one job classification for the Ramp and Lead Agent positions.

Job descriptions are available on the employee portal, my.envoyair.com

ARTICLE 24 – PROTECTION OF EMPLOYEES' UNIFORM

24.1 All employees are required to wear a Company issued uniform and personal protective equipment (PPE) at all times while performing the duties within their classification.

Company will reimburse employees up to XXX (\$XXX) per year for approved CSA safety footwear upon presentation of receipt. Employees have the ability to carry over allotment into the following calendar year to a maximum total of XXXX (\$XXX) dollars.

The Company will provide the following uniforms to employees:

- 5 shirts and 5 pants/shorts per year, for full- time employees plus a replacement if work wear-and-tear warrants it.
- 3 shirts and 3 pants/ shorts per year, for part- time employees plus a replacement if work wear-and-tear warrants it.

PLUS:

- 1 - jacket (Parka) every 2 years
- 1 - rain gear every two (2) years
- 1 - set ear protectors, as needed, if turned in
- 1 - pair winter gloves per year
- 1 - hat per year

The Company agrees to provide all Bargaining Unit Members with lockers.

ARTICLE 25 – BULLYING & HARASSMENT

25.1 The Company is committed to providing a workplace that is free from bullying and harassment. Every employee has the right to work in an environment free of bullying and harassment, and employees have a responsibility to prevent, report and address bullying and harassment in our workplace.

- 25.2 Harassment includes any form of comment or conduct that a person knew or ought reasonably to have known is unwelcome and that impairs an employee's working ability or creates an intimidating, hostile, or offensive work environment.
- 25.3 Harassment does not include the proper discharge of supervisory responsibilities including the delegation of work assignments or the imposition of discipline.
- 25.4 The Company prohibits harassment based on any prohibited ground of discrimination including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered.
- 25.5 An employee who is subjected to bullying and harassment may address the issue with his Supervisor or file a written complaint with the General Manager or his designate. Harassment complaints may also be reported to the Ethics Point Hotline of the International Manager, People Services.
- 25.6 Harassment complaints will be investigated and addressed in accordance with the Company's applicable policies, including its Guiding Principles, A Culture of Respect, and Workplace Violence Prevention-Canada policy.

ARTICLE 26 – RENEWAL, AMENDMENT AND TERMINATION

- 26.01 Except as otherwise provided herein, this Agreement shall be effective from the date of signing March 3, 2022 for a term of one (1) year, until March 2, 2023 and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.
- 26.01 If notice of intention to amend is given either party in writing pursuant to the provisions of the preceding Clause, negotiations shall commence not later than thirty (30) days after the date of such written notice.

SCHEDULE "A"
WAGE SCALES AND PREMIUMS

<u>Company Service Date</u>	<u>Date: 03-MAR-2022</u> <u>to 02-MAR-2023</u>
Start	\$18.75
12 Months / 1 Year	\$19.10
24 Months / 2 Years	\$19.45
36 Months / 3 Years	\$19.80
48 Months / 4 Years	\$20.15
60 Months / 5 Years	\$20.50
72 Months / 6 Years	\$20.85
84 Months / 7 Years	\$21.20
96 Months / 8 Years	\$21.55
108 Months / 9 Years	\$22.30
120 Months / 10 Years +	\$23.00

- A. Employee scheduled advancement from one rate of pay to the next higher rate, will progress through the wage grid by seniority and will occur upon completion of the period described in the wage scale.
- B. Crew Chief / Lead Hand premium of \$2.00 per hour (shall be added to all hours worked per shift within 24hrs).
- C. Each Tow Crew member (Tow Driver and Brake Rider) shall be paid a premium of \$10.00 each for every tow performed.

SCHEDULE "B"

SICK DAYS / PERSONAL DAYS

The purpose of sick days is to allow employees a paid day off when required due to illness.

1. All eligible employees are entitled to six (6) paid sick days per year, after completion of probation.
2. Sick days shall be calculated on an annual basis (January 1st to December 31st).
3. Such sick leave shall be calculated at the applicable base rate of pay.
4. Unused sick days cannot be cashed out, but may be carried over to the following year and banked. Once an employee reaches 480 hours (for full-time employees) and 240 hours (for part-time employees) of banked sick time, such time may be converted to one week of paid vacation.
5. While it is not the policy of the Company to require a medical confirmation of illness the Company reserves the right to require such medical confirmation whenever circumstances indicate abuse of sick leave or excessive absenteeism.
6. Should the Federal Government legislate any changes to the *Canada Labour Code* during the term of this Agreement respecting sick days, said changes shall be observed.

Personal days shall be observed in accordance with the *Canada Labour Code*.

LETTER OF UNDERSTANDING NO. 1

RETURN TO WORK PROGRAM

The Company and Union agree to a Return to Work Program for employees covered by this Agreement, as set out in the Company's Return to Work Policy, which is available on the Employee Portal. The Program is intended to assist employees who are absent due to accident or illness to return to productive work by allowing them to work modified hours and/or duties, which, in some cases, may require the employee to work less than the standard working week and/or standard working day. The Company and the Union agree that workplace accommodations may require the cooperation of all three parties in order to be successful. They further agree that the Company, the Union and the employee have an obligation to facilitate the accommodation process.

Employees who identify themselves as candidates for this Program must inform both the Company and Union, locally that they wish to return to work on modified duties.

Before returning an employee to work, the Employee must have a company approved Return to Work Package ("RTW Package") completed by a qualified medical physician. The Company will reimburse a reasonable cost of the applicable medical forms in the RTW Package to be completed. To be reimbursed, the Employee must submit the original receipt(s) to the Company. Only completed company approved forms will be reimbursed.

Upon receiving a request for Return to Work on modified duties, the Company will schedule a tri-party meeting with the Shop Steward or his designate and the employee. The Company will examine whether it can or cannot accommodate the request up to the point of undue hardship. The Company may ask the employee for more medical clarification and/or request the employee to see the Company doctor for medical assessment.

The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected. The Company will provide the Union with such information related to restrictions/modified duties no later than the tri-party meeting and a copy of any Return to Work plan prior to it being approved and implemented.

The employee has the responsibility to schedule all activities, such as medical appointments, physiotherapy, etc., outside of the return to work schedule.

LETTER OF UNDERSTANDING NO. 2

HEALTH AND SAFETY

1. The Company and the Union realize the benefits to be derived from adherence to the appropriate Federal Canadian Occupational Health and Safety Regulations, policies, practices and procedures, all of which promote and maintain a safe and healthy workplace.

All employees will participate in a Health and Safety Orientation Program and on the job instruction, as appropriate. Employees will receive instruction on the Company's Emergency Evacuation Plan, safety management systems, WHMIS, and Safe Lifting Practices. The Company will allow time, on the job, to complete the Health and Safety Orientation Program. New Hire employees will complete this training during new hire orientation.

2. The Company will make reasonable provisions for the safety and health of its employees during the hours they are actively at work.
3. The Union will co-operate to promote the adherence to the appropriate Federal Regulation, policies, practices and procedures.
4. A Health and Safety Committee(s) shall be established in accordance with the Canada Labour Code Part II and the Canadian Occupational Health & Safety Regulations, policies, practices and procedures including:
 - a. Membership chosen by and representing the workers (including union and non union employees) and the Company, in no case shall the Company's representatives outnumber those of the workers; and,
 - b. A Chairperson and Secretary elected from and by the Members of the Committee.
5. The workplace Health and Safety Committee(s) will:
 - a. Consider and expeditiously dispose of Health and Safety complaints;
 - b. Participate in the implementation and monitoring of programs to prevent workplace hazards;
 - c. Participate in all of the inquiries, investigations, studies, and inspections pertaining to employee health and safety;
 - d. Participate in the implementation and monitoring of a program for the provision of personal protective equipment, clothing, devices, or materials;

- e. Ensure that adequate records are kept on work accidents, injuries and health hazards;
- f. Cooperate with Health and Safety Officers;
- g. Participate in the implementation of changes that may affect occupational health and safety including work processes and procedures;
- h. Assist the Company in investigating and assessing the exposure of employees to hazardous substances;
- i. Inspect, each month, all or part of the workplace, so that every part of the workplace is inspected at least once per year; and,
- j. Participate in the development of Health and Safety policies and programs.

6. Reporting of Unsafe Conditions

- a. Employees shall immediately report to their Manager, any equipment or conditions, which the employee has reasonable cause to believe, are unsafe. The Management shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition. Any employee, at work, has the right to refuse dangerous work if they have reasonable cause to believe that:
 - i. The use or operation of a machine or thing presents a danger to themselves or a co- worker; or,
 - ii. A condition exists at work that presents a danger to them.
- b. In order for an employee to refuse dangerous work without risking their job or wages, the employee must follow the proper procedure as outlined in the Canada Labour Code Part II R.S., 1985, c.L-2.

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

SIGNED THIS 31ST DAY OF MARCH 2022.

ENVOY AIR INC.

IAMAW, DISTRICT 140, LL2309

Jamie Hulme
Program Manager, HR Field Services

Peter Tsoukalas
General Chairperson DL140

Norman Dufresne
General Manager, YUL

Maggie Rudder
Union Representative LL2309