

COLLECTIVE AGREEMENT

between

SERVISAIR

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
DISTRICT 140 (LOCAL LODGE 2309)**

March 1st, 2008 – April 30, 2010

**For Hourly Rated Employees
Mirabel and Dorval International Airports**



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ARTICLE 1 PURPOSE

- 1.01** a) The purpose of this Collective Agreement is to establish the salaries, hours of work and other working conditions of employees covered by this Agreement, and to establish the procedure for final settlement without stoppage of work on application of either party, of differences concerning the interpretation or violation of any of the provisions of this Agreement.
- b) The masculine gender shall include both sexes, unless the contrary intention is evident by the context.

ARTICLE 2 RECOGNITION

- 2.01** The Company **recognizes the Union as the sole bargaining agent** for "all employees of **Servisair** Inc. excluding Administrative Staff, Supervisors and General Manager."
- 2.02** The Company hereby guarantees performance of its obligations under this Agreement. The International Association of Machinists and Aerospace Workers also guarantees the performance of its obligations under this Agreement.
- 2.03** Employees who are excluded from the bargaining unit covered by this Collective Agreement shall not perform the regular work of bargaining unit employees, except in the case of emergencies and instructional purposes and in order to maintain and update their knowledge to keep their licence. The foregoing will not affect the number of regular scheduled bargaining unit employees.

ARTICLE 3 NON-DISCRIMINATION

- 3.01** The Company agrees that there will be no intimidation, interference, discrimination, restraint or coercion exercised by the Company or any of its representatives on the Union or any of its members for any reason.

- 3.02** The Company further agrees that during the term of the Agreement, it shall restrain its staff and officers from the use of propaganda of a nature that attacks the character or reputation of the Union, its officers or members.
- 3.03** The Union agrees that there will be no intimidation, interference, discrimination, restraint or coercion exercised by the Union or any of its officers and representatives against the Company or any of its officers, supervisory personnel or employees, for any reason.
- 3.04** The Union further agrees that during the term of the Agreement, it shall restrain its members and officers from the use of propaganda of a nature that attacks the character and reputation of the Company, its officers or supervisory personnel.
- 3.05** Employees are entitled to work in an environment free of discrimination and harassment. Harassment is prohibited under the Canadian Human Rights Act and sexual harassment is prohibited under the Canada Labour Code. Discrimination and harassment deprive employees of dignity and respect, and are detrimental to a healthy work environment.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01** The Union recognises that the Company has the exclusive right to operate its establishment, machinery and equipment and to conduct its enterprise as it sees fit, subject only to the restrictions imposed by law or by the terms of the present Agreement; the Company preserving all rights and privileges not expressly abandoned or restricted by the present Agreement. At all time, the Company will exercise its rights in a just and reasonable manner.

4.02 Without restricting the generality of the foregoing, the Company has the right to establish, amend and abrogate rules and regulations governing the employees, in as much as they are not incompatible with the provisions of the present Agreement **and shall advise the Union of any change.**

4.03 a) The Company agrees that the above management rights shall be exercised according to the provisions of the present Agreement unless otherwise specifically provided for, the whole subject to the right of any employee concerned to file a grievance in the manner provided for in the present Agreement.

b) The Union recognises the right of the Company to discipline employees but such disciplinary action will be given in a just, reasonable and progressive manner as applicable.

4.04 In the event that the Company creates a new job classification not provided for in Appendix "D" of the present Agreement, as a result of its having acquired work or business of a different nature, the Company shall prepare a job description for the said new classification and shall determine the wage rates to be paid for work performed in the new classification.

The wage rates established by the Company for such new job classification shall be based on the relationship which such new classification bears to the existing wage rates and job descriptions set out in Appendix "C" and "D" of the present Collective Agreement.

In the event that the Union is in disagreement with the wage rates established for the said new job classification, it may refer the matter to the grievance and arbitration procedure in the manner and within the delays provided for in Articles 6 and 7 of the present Collective Agreement, as of the time the Union is advised in writing of the job description and wage rates established by the Company. The Company shall give seven (7) days notice in writing to the Union prior to implementation of the wage rates determined by the Company for the new classification and shall remain in effect until such time as an arbitration decision altering said rates is rendered, if such is the case.

- 4.05** In the event that the Company should decide to subcontract any portion of the work covered by this Collective Agreement, prior to proceeding, the Union will be involved in discussions to protect the interests of the employees covered by this Collective Agreement.

ARTICLE 5 UNION SECURITY

- 5.01** It shall be a condition of employment that all employees of the Company covered by this Agreement shall be subject to all terms and conditions as contained herein as negotiated between the Company and the Union and such employees recognize the Union as their sole bargaining agent.
- 5.02** Membership in the Union shall be available to any employee eligible under the Constitution of the Union on payment of the initiation or reinstatement dues uniformly required of all other such applicants by the Union. Membership shall not be denied for reasons of race, national origin, colour or religion.
- 5.03** All new employees shall become members of the Union within thirty (30) days of the date they commence employment and shall maintain such membership.

- 5.04** The Company agrees to deduct Union dues from the pay of each employee covered by this Agreement on the form provided by the Union for that purpose, such Union dues shall be deducted equally on the employees' pay cheques, each pay period, and the Company agrees to remit monthly to the Union the total amount of such deductions by the fifteenth (15th) day of each month following the month in which the dues were so deducted. The Company shall remit the amount of dues so deducted from wages accompanied by a statement of deductions **in alphabetical order comprising the status of each employee (CSST, sick leave, etc.)**, from individuals, to the Secretary-Treasurer of District 140 of the International Association of Machinists and Aerospace Workers. Cheques shall be made to the order of the International Association of Machinists and Aerospace Workers, District 140. The union dues are not the property of the Company.
- 5.05** If the wages of an employee payable on the payroll for any pay period are insufficient to permit the deduction of the full amount of dues, no such deductions shall be made from the wages of such employee by the Company for such a period. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from subsequent wages the dues not deducted in an earlier pay period.
- 5.06** Payroll deductions now or hereafter required by Law, by the present Agreement, or deductions of monies due or owing to the Company by the employee, shall have priority over deduction of Union dues where the wages payable are insufficient to permit the deduction of Union dues.
- 5.07** The Company shall, upon request in writing, grant leave of absence without pay to Union delegates not to exceed three (3) in numbers. Such leave of absence for the transaction of Union business shall not exceed an aggregate of sixty (60) working days per annum.

5.08 The Negotiation Committee will be made of five (5) members (one for each of these classifications: Station Attendant, Grooming, Customer Service and Maintenance), paid by the Company, including the **Chief Steward** who will automatically be on such Committee. The Union will pay for the **Chief Steward**.

5.09 The Chief Steward shall have in his/her schedule, a twenty (20) hour time period per week, paid by the Company, for the purpose of Union business/management. Such extra hours shall not affect the number of hours of other employees. The schedule shall be agreed upon by the Chief Steward and the General Manager. Within the existing leasehold, the Company agrees to provide space for an office and phone line for the Chief Steward. The Company reserves the right to bill the Union for any long distance charges incurred.

ARTICLE 6 DISCIPLINE AND GRIEVANCE PROCEDURE

6.01 a) An incident is a situation that can give rise to disciplinary action and, by extension, a grievance from the employee.

b) After discussion with an employee regarding lateness or attendance, the employee will sign a document regarding these discussions to indicate he has been advised, such document will not represent a confession of guilt from the employee and is still subject to 6.01 a). The Company will notify the Union within five (5) working days, in writing of any non-lost time discipline or any discipline as specified in 6.02 a) herein. Such notification shall be by a copy of the warning or discipline.

- 6.02** a) Any employee who has been suspended, dismissed or acted in a way that would lead to discipline, will be given an opportunity to have a private interview with the Steward of his/her choice, provided this does not unreasonably delay the process, at a location designated by the Company and the Union.
- b) Prior to any suspension or discharge, except in the case of physical violence, immediate safety hazard or theft, the Company agrees to meet with the Union and discuss the matter.
- c) The Company agrees to conduct any meeting as specified in 6.02 b), within ten (10) working days immediately following the day the incident became known. The Company and the Union will mutually agree upon the date and time.
- 6.03** a) Prior to submitting a grievance, an employee and/or his Steward may bring up any question for discussion to his immediate Supervisor. The Supervisor shall render his decision within three (3) working days.
- b) **STEP ONE** – If the matter is not resolved to the employee’s satisfaction, it will be submitted in writing, on the appropriate form, and presented as a grievance to the Supervisor by the Steward. The Supervisor will render his decision in writing within three (3) working days.
- 6.04** a) **STEP TWO** - Should the decision given in Step One not satisfy the Union, they shall have the right to submit, in writing to the **Department** Manager, the grievance to Step Two of the grievance procedure, within (10) days following the meeting as specified in 6.03 a) herein.
- b) The **Department** Manager will respond to the grievance, in writing, within ten (10) working days following the receipt of the grievance at Step Two.

- 6.05** a) STEP THREE - Should the Union remain unsatisfied after the decision rendered by the **Department Manager** in Step Two herein, they may appeal to the **General Manager**, in writing, within ten (10) days following receipt of said decision.
- b) **The General Manager/Regional Human Resources Director** will respond, in writing, within ten (10) working days following receipt of the grievance.
- 6.06** The Company and the Union emphasize the desirability of settling grievances promptly.
- 6.07** The time limits provided for in the present grievance procedure may only be extended by mutual agreement in writing between the Company and the Union.
- 6.08** Notwithstanding the provisions of clauses 6.02 and 6.03, in the case of the termination of employment of an employee during his probationary period, it is understood that the Company shall have no obligation whatsoever to establish just and sufficient cause for such termination.
- 6.09** All letters of agreement are subject to the total grievance procedure as defined in Article 6.
- 6.10** A grievance is a disagreement respecting the interpretation or application of the present Collective Agreement including disciplinary actions, collective grievances and dismissals.

- 6.11** The Company recognises that the necessity for performance by a Shop Steward or Shop Chairman of the functions provided by Article 6 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 from his immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his regular duties, he shall report to the Supervisor.
- 6.12** For the purpose of Article 6 of the present Collective Agreement, the expression "working days" does not include Saturdays, Sundays, nor statutory holidays provided for in Article 15.01.

ARTICLE 7 ARBITRATION

- 7.01** Any matter or questions arising from the interpretation, application of alleged violation of the present Agreement, and including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties, provided that the matter has been discussed between the Company and the Union.
- 7.02** Should a grievance not be resolved at Step Three of the Grievance Procedure, as specified in Article 6 herein, either party may give written notice of intent to arbitrate to the other party provided such notice is received within fifteen (15) days of the Step Three decision.

7.03 Once such notice of intention to proceed to arbitration has been given, the Company and the Union will endeavour to agree on the choice of an arbitrator. If the parties are unable to agree on the choice of an arbitrator, the grieving party shall, within fifteen (15) working days of the expiration of the delay provided for in Article 7.02, request the Minister of Labour to appoint an arbitrator in accordance with the provisions of the Canada Labour Code.

7.04 The arbitrator shall not make any decision inconsistent with the provisions of the present Agreement nor shall he alter, modify, add to, subtract or amend any part of this Agreement.

In cases of discharge or discipline of employees having acquired seniority rights, where the arbitrator determines that such an employee has been discharged or disciplined for cause and that the present Agreement or the Company rules and regulations do not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator may uphold the Company's decision, or substitute for the discharge or discipline such other penalty that seems just and reasonable in the circumstances.

7.05 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employees concerned or affected by said decision.

7.06 The expenses and fees of the arbitrator shall be borne equally by the Company and the Union.

7.07 It shall be the responsibility of the grieving party to ensure that the grievance is processed to arbitration within the time limits herein provided. Failure to do so will entail that the grievance will not be arbitrable.

The time limits provided for in the present arbitration procedure may only be extended by mutual agreement in writing between the Company and the Union.

7.08 For the purpose of Article 7 of the present Collective Agreement, the expression "working days" does not include Saturdays, Sundays, nor statutory holidays provided for in Article 15.01 of the Agreement.

7.09 All letters of agreement are subject to the total arbitration procedures as defined in Article 7.

ARTICLE 8 STRIKES AND LOCKOUTS

8.01 During the term of the present Agreement, the Union agrees and undertakes that there shall be no strike of any form whatsoever, for any reason whatsoever, nor any total or partial stoppage or slow-down of work by the employees of the Company and members of the Union, nor any form of picketing whatsoever directed against the Company. Therefore, the Union undertakes and warrants that, during the term of the present Agreement, no officer or representative of the Union shall authorize, encourage instigate, promote, condone or otherwise assist in any kind of strike, boycott, slow-down or picketing; similarly, the Union undertakes that no employee covered by the Agreement shall, during its terms, encourage or engage in any strike, boycott, slow-down, picketing or other intentional interruption or curtailment of work against the Company.

8.02 In the event of a supposed violation of Article 8.01 by an employee, said employee **may** be subject to disciplinary action the Company might deem necessary. In such an event, the employee concerned may avail himself of the grievance procedure, except that the arbitrator's jurisdiction shall be limited exclusively to determining whether or not the employee did, in fact, violate the provisions of Article 8.01.

In the event the arbitrator determines that the employee did, in fact, violate the provisions of Article 8.01, the arbitrator shall maintain whatever disciplinary sanction was imposed. Where the arbitrator determines that the employee did not, in fact, violate the provisions of Article 8.01, he shall annul whatever disciplinary sanction was imposed, and order reinstatement, if need be, with full compensation for any lost wages and benefits as a result of the disciplinary action imposed.

8.03 During the term of the present Agreement, the Company agrees, undertakes and warrants that it shall not lockout in any way whatsoever, for any reason whatsoever, the employees covered hereby or seek in any manner to frustrate the basic purpose of this Agreement.

8.04 The Company agrees that no employee covered under the Collective Agreement will be obliged to perform work for a customer whose employees are on a legal strike and such work is normally carried out by the striking employees. However, in the event a customer of the striking airline gives the Company a signed contractual commitment, the employees will undertake the work involved as for a normal customer.

ARTICLE 9 HOURS OF WORK

The Company shall have the opportunity to have the ability to schedule a limited number of varying shifts per day that would equal forty (40) hours per week with a minimum of seven (7) hours per day to a maximum of twelve (12) hours per day (including 10 or 11.5 hours per day). Part time employees covering full time vacation relief shall be scheduled the equivalent shift hours of this full time employee. NOTE: In CSA, the replacement must have the appropriate qualifications.

9.01 Nothing in this article shall be construed as a guarantee of, or a limitation on, the hours of work per day or per week.

9.02 The Company must authorize shift/trades changes between qualified employees. Such authorization shall not be unreasonably withheld.

a) The full-time workweek can be made up of the following rotations:

- 1) Five (5) consecutive **seven (7) or** eight (8) hour days followed by two (2) days off.
- 2) Four (4) consecutive **nine (9) or** ten (10) hour days followed by three (3) days off.
- 3) Six (6) consecutive eight and a half (8 ½) hour days followed by three (3) days off.
- 4) Four (4) consecutive eleven and a half (11 ½) hour days followed by four (4) days off.
- 5) **Three (3) consecutive twelve (12) hour days followed by four (4) days off.**

A 25% ratio per classification. However, this ratio can be raised in certain situations as long as there is mutual agreement between the Union, the Company and the employees.

Or any other shift rotation mutually agreed under a Letter of Agreement between the Union Negotiating Committee and the Company.

The full-time complement in each classification will solely be determined by airline schedules.

Each of the above shifts will include one half-hour paid meal period. For shifts in excess of nine (9) hours, an employee shall be entitled to an additional fifteen (15) minutes paid break.

Any employee may voluntary drop himself to a part time vacancy on two (2) weeks written notice and shall be excluded from reapplying to full time until there is a vacancy.

An employee of sixty (60) years and over shall have the option to reduce his/her work week schedule to a minimum of thirty (30) hours if requested with two (2) weeks written notice and such employee will keep full time benefit coverage. This change can only be done one time.

- b) While the Company agrees to make reasonable efforts to schedule meal breaks as close as possible to normal periods, i.e. between the second and a half (2 ½) and the fifth and a half (5 ½) hours after the commencement of the shift, the Union recognizes that this may not be possible on occasion either due to workload or other operational circumstances. While it is understood that an employee may not, unless duly authorized by the Company, abandon his work to take a meal break, the Company agrees that in the event a full time employee cannot take his meal period between the second and a half (2 ½) and the fifth and a half (5 ½) hours after the commencement of his shift, such employee shall be paid at the rate of one and a half (1 ½) times his regular hourly rate of pay for a period of one half (½) hour in addition to his scheduled shift. NOTE: It is not the intention that this practice of paying for no meal break becomes the norm.
- c) A part-time employee, who works six (6) consecutive hours, is entitled to a one half-hour paid meal period, to be taken at a time authorized by the Company. A part-time employee, who works six and a half (6.5) consecutive hours or more, will receive a lunch break as per Article 9.02 b).
- d) Where full-time shifts provide for non-consecutive days off or mixed 5-2, 4-3 rotations, such shifts shall be made by mutual agreement between the Company and the employee.

9.03 Part-time employees shall be scheduled to work not less than four (4) hours per shift **with a minimum of sixteen (16) hours per week.** To assist part-time employees in obtaining additional hours, “split shifts” may be worked in Mirabel and Dorval. For Dorval only, split shifts may be broken into a three (3) and five (5) hour duration or three and a half (3.5) and four and a half (4.5). **Employees not receiving such minimum shall have the option to be laid off if the Company knows that the layoff will be more than eight (8) weeks. The Company shall schedule an eight (8) hour shift, when there is sixty (60) minutes or less between split shifts.**

a) When an employee is scheduled to work at both Mirabel and Dorval on the same shift, he will be paid a travel allowance of \$30.00.

9.04 a) The Company will post shift schedules to meet its contractual commitments and airline schedules. Employees may bid on schedules subject to qualifications, contractual commitments and seniority.

A) Shift schedules will be published in not less than one (1) week cycles. The Company will meet with the scheduling committee at the commencement of the weekly process to produce the schedule no later than Thursday 1700hrs; as well they can decide to create crew schedules when possible. The Union Scheduling Committee will conduct the shift bid and return the completed shift bid by the following Thursday 1200hrs proceeding the Sunday start day. Subject to the requirements in 9.04 a), the Scheduling Committee ensures that the schedules are reviewed and fairly represent the needs of the employees and Company. NOTE: The bidding process does not create openings and should not be confused with a Job Posting.

- B) The Company reserves the right to add or cancel shifts with forty-eight (48) hours notice for a change in airline or flight schedule or in non recurring emergency situations only (such as ad hoc flight addition, accident or natural disaster), which includes adding a shift to a part time employee who may have been on scheduled days off, or change start and/or finishing times, part of which must be within the original shift and in accordance with Article 9.04 c), with twenty-four (24) hours notice. Failure to notify the employee either verbally or by written notice attached to his time card will result in the employee either being paid overtime for the additional shift or regular time for a cancelled shift.
- C) A minimum of fifty percent (50%) of part-time employees in each classification shall be scheduled to at least two (2) consecutive days off per week.

Shift changes will be a privilege managed by the Company.

- D) Due to the product specific nature of the Customer Service area, anyone bidding into an area will be locked into that area for a period of not less than one (1) year **from the date the first employee leaves this complement.** Employees may come out of their locked in area for promotional reasons and 15% of the complement may opt out each year in order of seniority by given **forty-five (45)** days written notice.
- b) The Company undertakes that regular shifts schedules drafted for full-time employees shall not provide a full-time employee with less than ten (10) hours time between the finish of one regular shift and the commencement of the next regular shift, unless mutually agreed to in writing between the Union and the Company.

- c) Part-time employees are entitled to ten (10) hours of rest after completion of their last scheduled shift having begun during one calendar day (i.e., ten (10) hours of rest from the regularly scheduled finish time of their last scheduled shift having begun during the period between 0:01 a.m. hour and 11:59 p.m. hour on a given calendar day).

Overtime pay at the rate of one and one half (1 ½) times the employee's regular hourly rate of pay shall apply for all hours worked by an employee during the rest period he is entitled to under the preceding paragraphs **if mutually agreed between the Company and the employee.**

It is understood that there shall be no pyramiding or duplication of overtime pay resulting from the present clause (i.e. hours worked which qualify for payment of overtime under any other clause of the present Agreement).

- d) **All** employees in the **Lead Hand** pool will have priority for the Lead Hand premium **as per Appendix D**, provided they are qualified.
- e) Each member of the Union Scheduling Committee will be elected for a duration of **twelve (12)** months. The Committee shall consist of two (2) employees from the Ramp, two (2) from Customer Service and two (2) from Grooming. Each member of the Committee will be paid an additional two (2) hours per week regardless of time spent on scheduling matters. Up to four (4) hrs/week as authorized by the Company.

f) Should the hours of part-time employees make it possible to create permanent full-time positions, due to the airline schedules change or additional flights, these positions shall be posted. The full-time requirement should not be less than seven (7) hours per shift and thirty-five (35) hours per week. Disputes between the Scheduling Committee and Company Planners should be brought to the General Manager for immediate resolve. Full-time positions will not be created to cover vacations, training, short-term injury or sickness of less than three months, instead temporary full-time positions will be created and will not be subject to recall and such positions are not subject to Article 13.03 c). Part-time employees covering full-time vacation relief will be scheduled to forty (40) hours per week.

9.05 a) For the purpose of calculating pay for employees who arrive late for work, said employees will lose pay in accordance with the following table:

1 to 15 minutes - 15 minutes deduction
16 to 30 minutes - 30 minutes deduction
and so on...

Strictly for the purpose of calculation of pay:

Five (5) minutes grace per week will be allowed without deduction of pay. These five (5) minutes can be on a one-time basis; i.e. late five (5) minutes on one occasion or five (5) times one (1) minute or any other combination totalling five (5) minutes during the week.

This allowance will not be credited towards a reduction when the lateness is greater than five (5) minutes.

- b) An employee shall be clocked in, dressed in his **full** uniform, and be ready to commence work at the start of his shift. **All employees who are walking through the airport must be in full uniform at all times or wear personal clothing.**
- c) Failure to punch the time card will result in an automatic deduction of a minimum of fifteen (15) minutes for each occurrence if the punctuality of the employee cannot be substantiated by the person in charge.
- d) Any employee reporting late for work will commence work immediately regardless of the deduction penalty being applied.

ARTICLE 10 OVERTIME

- 10.01** The Company has the need to provide overtime work and employees will be expected to perform such work on a voluntary basis, i.e. low part-time overtime on shift **first**, low full-time overtime on shift **second**. If no volunteers are found, employees will be assigned in the following manner.
- 10.02** **In the case** when employees are required to work after their normal shift, **through mandatory overtime** it shall not exceed two (2) hours. A replacement employee would only be required for additional hours in excess of two (2) hours. Should no replacement be found and the employee is required to work in excess of two (2) hours, he shall be paid for not less than four (4) hours at time and one half. These **mandatory** hours shall be assigned to junior qualified employees prior to senior employees.
- 10.03** Due to unforeseen circumstances, employees will be assigned to work overtime in the following manner - reverse order of seniority for employees "off shift" followed by "days off".
- 10.04** a) The minimum "call-in" not in conjunction with a scheduled shift shall be four (4) hours paid at time and one half (1 ½).

b) When grooming is the sole requirement for overtime, groomers will have priority.

10.05 An employee will not be deemed to be bypassed under the following conditions:

- i) He/she refuses the overtime, while being canvassed in the usual manner.**
- ii) He/she has not phoned or has not supplied the Company with his/her telephone number.**
- iii) The Company or the employee has the opportunity to correct the error or omission prior to its occurrence.**
- iv) A legitimate clerical error i.e. mistake in the seniority list.**

10.06 a) All overtime hours worked will be compensated at time and one half (1 ½) the base hourly rate for full-time employees.

b) Part-time employees will be paid at their regular hourly rate for all additional hours worked up to eight (8) hours in one day and/or forty (40) hours in one week after which time they will be compensated at time and one half (1 ½) for all hours worked. The exception would be for a part-time employee replacing a full-time employee in accordance with Article 9.02 a).

10.07 For the purposes of this article, "regular hourly rate" shall mean an employee's base hourly rate excluding any other additional compensation to which he might be entitled.

10.08 It is understood that there will be no pyramiding or duplication of premiums or overtime pay.

10.09 No employee will be allowed to work in excess of sixteen (16) hours in any twenty-four (24) hour period, excluding Customer Service for overnight hotel type work, with the onus being on the employee to advise the duty supervisor who will be accountable with the employee to action when he is getting close to this safety maximum.

10.10 Time Bank

a) Employees shall have the option to participate in Time Bank. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions. Employees who elect to participate or not shall be bound by that decision for a period of six (6) months. The decision will be made prior to January 1 and July 1 of each year.

b) Credits in the Time Bank will be subject to the following provision:

The total hours in the Time Bank cannot exceed eighty (80) hours. **If in the first six (6) months an employee has liquidated or used the time of his/her eighty (80) hours, then in the second six (6) months, Time Bank can be refilled with an additional eighty (80) hours. If not liquidated by December 31st, then shall be paid out by December 31st.**

c) Any employee opting in to the Time Bank must have their overtime credits at the maximum eighty (80) hours after which they will then be paid overtime pursuant to Article 9 herein.

d) For credit purposes, all overtime hours shall be converted to straight time hours based on the regular overtime payments for overtime worked in Article 9 herein, e.g., four (4) hours of overtime = six (6) straight time hours.

- e) 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 earning the credit and liquidating the hours.
- f) Banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31st of any year, said employees shall be paid for any remaining hours at the next closest pay period.

If an employee has not liquidated his/her time bank during the first half of the year (January to June), he/she may opt to be paid for his/her banked hours. This request is to be submitted in writing prior to June 1st of each year. If no request has been submitted, these accumulated hours will be carried over to the second half of the year never exceeding the eighty (80) hours maximum.

- g) Time Bank hours cannot be used to supersede annual vacations or Statutory Holiday entitlement of other employees.
- h) Subject to operational requirements, employees may liquidate Time Bank hours on a minimum of four (4) or eight (8) hours basis, with a minimum ten (10) calendar days notice and a maximum of thirty (30) calendar days on a first come first served basis. Where requirements are made at the same time, seniority shall apply. No partial shifts will be granted.
- i) A maximum of one (1) in forty (40) employees may be on Time Bank in any one day.
- j) Time Banks will be used prior to Leave of Absence.

ARTICLE 11 ACCIDENT PREVENTION AND SAFETY

- 11.01** The Company will supply all its employees with a copy of its Rules and Regulations, and employees and the Union shall comply with the rules, regulations and practices set forth herein. The Company will give an adequate training to each new employee without experience or in respect with Appendix D “Lead Hand Duties” before he assumes his normal duties.
- 11.02** The Company agrees that when an employee becomes sick or is injured while at work and that such sickness or injury necessitates that he be sent to a hospital or a doctor, this shall be done promptly.
- 11.03** An employee suffering any injury while at work shall report it immediately to his Supervisor and complete the necessary injury report form as required and as capable, then, if necessary, visit the Company doctor. In the event that the injury is such as to prevent the employee from reaching medical assistance unaided, the Company will provide transportation to and from the hospital (to home and/or work as appropriate).
- 11.04** An employee who suffers an accident while at work and who is thereby unable to resume his work for the remainder of that day, shall be entitled to be paid at his applicable rate for the balance of his shift of that day.
- 11.05** An employee who has been off work due to an accident covered by C.S.S.T. shall be permitted to return to work when certified fit by his/her attending doctor.
- 11.06** The Company reserves the right to insist that employees have a current medical vaccination certificate at the Company’s expense as required.

- 11.07** The Company recognizes that employees are expected to work in extreme weather conditions (both hot and cold) and agrees to make reasonable efforts to mitigate the excessive exposure of the employees to such extreme conditions.
- 11.08** The Company recognizes the value of regular hearing testing and will examine opportunities to arrange hearing testing for employees on an ongoing basis not more often than yearly. To be paid by the Company.
- 11.09** Employees on light duty shall, wherever possible, have the right to keep the equivalent of their regular schedule i.e. same shift and days off.

ARTICLE 12 SENIORITY

- 12.01** The first eighty (80) days worked on regular duties by an employee shall be a probationary period during which the Company will assess whether a new employee is suitable to be retained and, if so, where in the Company's operations he may best be employed. Where in the opinion of the Company a probationary employee is determined as not suitable, such determination shall not constitute a difference between the parties for the purposes of arbitration.
- a) The initial classroom training shall be paid at the appropriate start rate, upon the successful completion of the probationary period.
 - b) On the date of completion of his/her probationary employment, an employee's seniority shall begin the first day worked (including training) in any classification covered by this agreement and thereafter shall accrue as provided herein.

c) In cases where two (2) or more employees have the same seniority date, the sequence of seniority will be determined in the following manner:

i) Social insurance number, using the last three digits reversed, the lower number being the senior.

12.02 Seniority means the employee's continuous service for the Company within the bargaining unit, measured from the last date of hire. Thus, any person rehired by the Company after having severed his employment with the Company or having lost seniority rights pursuant to the present article shall be considered a probationary employee subject to Article 12.01.

12.03 Seniority rights previously acquired shall cease to exist and employment shall terminate in the following cases:

- a) When an employee voluntarily leaves his employment;
- b) When an employee is discharged for cause;
- c) When an employee retires;
- d) When an employee is not recalled from lay-off;
- e) When an employee, recalled to work by notice sent by double registered mail to his last known address with the Company, fails or neglects within five (5) working days of receipt of said notice of recall, to advise the Operations Manager or his designee that he will report for work on the date indicated in the notice of recall, as the case may be;
- f) When an employee is absent from work for three (3) consecutive scheduled working days without advising the Operations Manager or his designee;

- g) Any employee, excluding Customer Service, who has his provincial driver's licence revoked through a court of law shall immediately notify the Company of such loss, whereby the employee will be suspended from employment until such time as his driver's licence is returned. Any employee suspended for more than thirteen (13) months shall lose daily seniority for the remainder of his suspension and whose employment will cease if the suspension reaches thirty-six (36) months. Any employee whose driver's licence is revoked due to an indictable offence more than once during a five (5) year period shall cease to be employed by the Company.
- h) When an employee reaches the age of sixty-five (65).
- i) **An employee who does not call nor show up prior to the beginning of his shift three (3) times in a twelve (12) months period.**

Process: Notifications letter with copies to the Union shall be issued each time there is deemed to be a "no call, no show". At this time, it is the employee's responsibility to advise the Company within forty-eight (48) hours, of any mitigating circumstances. Then, the Company shall consider removing the "no call, no show" from the record.

The Company may require that an employee absent, due to illness or accident, be submitted to a medical examination by a doctor chosen by the Company at the Company's expense.

- 12.04** Seniority within the job classification will apply only when airline requirements, qualifications and contractual commitments have been met for shift and vacation selection. The President, Shop Chairperson, Secretary-Treasurer and Recording Secretary designated by the Union will be given top seniority rights within their job classification, for so long as they remain in office, for layoff purposes only, so long as they possess the qualifications to perform the remaining work.
- 12.05** The Company and the Union agree that any employee who transfers from one classification to another shall continue to accrue seniority. For a period of three (3) months, the employee will not be able to apply his seniority in the new classification. After such period of time, his seniority shall apply and be equal to his total continuous service with the Company measured from the last date of hire in the bargaining unit.
- 12.06** Any vacancy or temporary vacancy for a position within the bargaining unit shall be posted for a period of five (5) working days; an employee wishing to apply for such a vacant position will be required to demonstrate that he possesses the qualifications and abilities required for such job and/or classification. All applications must be in writing. Priority will be given to members of the bargaining unit.

ARTICLE 13 LAYOFF AND RECALL

- 13.01** In the event of lay-off, affected employees will be notified in writing at least fourteen (14) days prior to the actual date of lay-off.
- 13.02** Any employee with one (1) continuous year of service or more who is laid off will have recall rights up to thirty-six (36) months. All other employees who have completed their probationary period will have recall rights up to twelve (12) months.

13.03 Layoff will be in reverse order of seniority and recall will be in order of seniority unless otherwise specified herein.

- a) Recall in Customer Service will be by seniority except when the Company retains a contract or contracts where there is a requirement for specific language qualifications. In each case, the Company will have the right to retain at least two (2) employees per each airline who are language qualified. French and English are exempt. The Company will provide proof of requirement.
- b) Layoff and recall in the Ramp, Grooming and Maintenance Departments will be dependent on job classification seniority.
- c) All lay-offs will be made in reverse order of seniority, except where the Company needs to reduce the number of employees from its full-time workforce. Such reduction shall be done by reverse order of seniority between full-time employees.
- d) Part time Equipment Mechanics and Cargo Agents Classification must be laid off prior to full-time employees in those classifications.
- e) A laid-off full-time Ramp, Grooming or Customer Service employee will have the following options:
 - i) Take the layoff and retain full-time recall rights as detailed in Article 13.02. Should the full-time employee wish to return as a part-time employee, he must notify the Company in writing fourteen (14) days in advance or
 - ii) Bump a junior part-time employee within the job classification.

f) It is understood that in the use of seniority, the employee retained must possess the qualifications for the work required. Any exceptions will be discussed with the Union to find a mutually reasonable solution before a layoff notice is issued.

13.04 Full-time employees must exercise the option specified in Article 13.03 c) herein within seven (7) days of notification of layoff, in writing. Failure to exercise the option within the specified timeframe will result in the layoff being imposed.

13.05 Optional clause for employees at Dorval and Mirabel International Airports.

Full-time employees being transferred to part-time status in either airport may bump full-time employees with less seniority in the opposite airport. The bumping rights must be exercised not more than seven (7) days after the transfer.

Part-time employees in either airport shall have the right to refuse a promotion to full-time status in the opposite airport for the purpose of remaining at their current location, and such employees will continue to accrue Company seniority.

The Company and the Union agree that in the event of a major reduction of employees at either airport or total stoppage at either airport, an amalgamated seniority procedure will be in effect.

13.06 A full-time employee who has his/her hours reduced to part-time as per 13.03 e) for a period not exceeding three (3) months, will retain his/her full-time benefit coverage. Thereafter, the coverage will be reduced to part-time coverage pursuant to Appendix "A" herein.

ARTICLE 14 ANNUAL VACATION

- 14.01** All employees shall receive vacation with pay in accordance with the following provisions, including statutory holidays.
- 14.02** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of continuous service with the Company, 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 a maximum of ten (10) days.
- 14.03** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have completed one (1) year or more of continuous service with the Company, shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months preceding December 31st, and shall be entitled to two (2) weeks vacation.
- 14.04** 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 with the Company, shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months preceding December 31st and shall be entitled to three (3) weeks vacation.
- 14.05** Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have ten (10) years or more of continuous service with the Company, shall receive vacation pay calculated at the rate of eight per cent (8%) of their earnings with the Company during the twelve (12) months preceding December 31st and shall be entitled to four (4) weeks vacation.

- 14.06** The Company shall pay vacation pay to which an employee has become entitled on the pay date immediately preceding the beginning of the vacation or on the regular pay period of the Company upon employee's request.
- 14.07** When a Statutory Holiday occurs during an employee's vacation period, the vacation may be extended by one (1) day for such Holiday and the Company shall pay to the employee the wages to which he is entitled for such Statutory Holiday.
- 14.08** Full-time vacation bids shall be made during the month of March, closing on the 31st of March. All employees who fail to bid by the deadline will have their vacation assigned by the Company in conjunction with vacant slots. If there are vacant slots available, an employee may request the slot in writing a minimum of forty-five (45) days prior, on a first come, first served basis. The Company will notify the employee within seven days. Part-time employees will bid in the same manner; however, vacations will not be assigned. Employees who wish to take vacation during January, February or March should bid in December. During a transfer the employee keeps his choice.
- 14.09** The Company shall approve vacation schedules in the following manner:
- i) Ramp F/T one (1) employee in seven (7) or major portion thereof
 - ii) Ramp P/T one (1) employee in ten (10) or major portion thereof
 - iii) Groomers F/T one (1) employee in seven (7) or major portion thereof
 - iv) Groomers P/T one (1) employee in ten (10) or major portion thereof
 - v) Equipment Mechanics one (1) employee in seven (7) or major portion thereof

- vi) Customer Service full-time one (1) employee in seven (7) during the periods of June 24 to September 1 and December 15 to January 15 or the closest weekend to each date. All other times one (1) employee in five (5), or major portion thereof. If the Customer Service full-time complement is more than fifteen (15) employees, the ratio will be one (1) employee in seven (7) at all times or major portion thereof
- vii) Customer Service P/T one (1) employee in ten (10) or major portion thereof

NOTE: Due to airline requirements and contractual commitments, the Company reserves the right to restrict vacation bids in Customer Service as required.

ARTICLE 15 STATUTORY HOLIDAYS

15.01 The following statutory holidays shall be observed:

New Year's Day
Good Friday
Victoria Day
St. Jean Baptist Day
Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Birthday or Floating Day (30 days notice)

15.02 Statutory holidays will be observed and paid by the Company on the actual day upon which they occur. Any shift that starts during a statutory holiday will be paid for all hours during that shift. Any shift that starts the day before a statutory holiday and finishes within the holiday will not be paid as a statutory holiday.

- 15.03** The compensation for all hours worked on each statutory holiday listed in Article 15.01 herein will be at time and one half (1 ½ times) the employee's base rate of pay.
- 15.04** Full-time employees will be paid eight (8) hours at the base rate for each statutory holiday listed in Article 15.01 herein.
- 15.05** Part-time employees will be paid at one twentieth (1/20) of their base hourly earnings for the thirty (30) days preceding the statutory holiday.
- 15.06** Employees who are on an unpaid leave of absence, on suspension or on lay-off, or who are absent on account of illness or accident when a statutory holiday occurs shall not be entitled to be paid for such statutory holiday.

However, an employee is entitled to be paid for a statutory holiday, which falls during the first week of his absence due to non-occupational illness, or accident, which subsequently qualifies the employee to receive weekly indemnity benefits.

An employee is not entitled to be paid for a statutory holiday on which he did not report for work after having been scheduled to work on that day.

- 15.07** Wages will be paid for a statutory holiday to an employee absent from work under the following circumstances provided satisfactory proof is shown.
- a) Jury duty
 - b) Subpoenaed witness
 - c) Prior authorized permission

ARTICLE 16 BEREAVEMENT LEAVE

16.01 An employee shall be granted, in the event of the death of his legal spouse (including common-law spouse), his children, his father, his mother, his brother or sister, his grandparents, bereavement leave for a period not exceeding his three (3) regular working days falling within the five (5) day period immediately following the day of the death. Additional time off, not exceeding thirty (30) days, may be granted, without pay, subject to Article 16.06 herein.

16.02 An employee who is entitled to bereavement leave under Article 16.01 herein is entitled to such leave with pay at his regular rate of wages for his regularly scheduled hours of work.

16.03 An employee shall be granted, in the event of the death of any member of his immediate family, bereavement leave on any of his regularly scheduled working days that occur during the three (3) days immediately following the day of the death.

The expression "immediate family" means, mother-in-law, father-in-law, brothers-in-law, sisters-in-law of the employee, and includes any relative permanently residing in the employee's household or with whom the employee resides.

16.04 If an employee is called for a death in his immediate family during his regularly scheduled shift / or shift change, he will be granted permission to leave the Company premises immediately and shall be paid for the remainder of his regularly scheduled shift.

16.05 In the event the death of a member of the employee's family occurs, such employee may obtain a leave of absence without pay **within the scope of the agreement.**

16.06 Should an employee be requested by the Company to provide satisfactory proof of death, he shall be obliged to do so in order to establish proper qualification for payment as provided for in Article 16.02 herein.

ARTICLE 17 LEAVE OF ABSENCE

17.01 Leave of absence without pay may be granted by the Company upon thirty (30) days written notice, for a period not exceeding thirty (30) calendar days. Such leave, when granted, shall be with accrual of seniority.

17.02 Leave of absence without pay shall be granted to employees with a minimum of two (2) years continuous service, by the Company upon thirty (30) days written notice, for a period up to one (1) year, for educational purposes with an official document. Only one full-time and one part-time employee from each classification can be on leave at one time and will continue to accrue seniority.

17.03 Maternity and paternity leaves will be in accordance with the Canada Labour Code.

17.04 One day leave with pay will be granted to the spouse for the birth or adoption of a child. Up to two (2) consecutive days with pay may be granted under special circumstances.

ARTICLE 18 GENERAL PROVISIONS

18.01 The Company will provide the employees with suitable lunchroom and locker room facilities, as well as tool storage for the millwrights.

18.02 The Company shall furnish suitable notice boards for the exclusive use of the Union.

- 18.03** No employee shall be paid on termination of employment until he returns to the Company any Company-owned tools, equipment, or property, which he may have received. He shall also have to return his security identification. Probationary employees will be required to return Company clothing, which they may have received free of charge.
- 18.04** The Company agrees to arrange provision of parking for employees at no cost.
- 18.05** Employees on temporary lay-off (less than three (3) months) shall maintain their progression in the wage scale and shall continue with the group insurance plan provided they maintain their portion of the payments.
- 18.06** Employees subpoenaed as witnesses or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- 18.07** Employees who must appear in court for reasons other than those mentioned in Article 18.07 shall be granted a one (1) day leave of absence without pay provided they supply the proof or verification of such attendance.
- 18.08** The Company and the Union agree consistent two-way communication is beneficial for all parties and both commit to support regular communication. In-charges, Chargehands, Leadhands and Supervisory/Management will hold meetings to update and/or review procedures in the reading log book. Such meetings will be held at least **once a month**.

18.09 The Company and the employee will share equally the cost of the insurance plan. All employees who are away from work for LOA's, CSST, Parental/Maternity, sick, educational, etc. are responsible to present the Company post-dated cheques or cheques for the entire amount of their portion of the Group Benefit coverage. Failure to do this may jeopardize or may terminate ongoing coverage. In the event that an employee owes premium arrears upon their return to work, the amount owing must be reimbursed to the Company through bi-weekly payroll deduction at two (2) times the premium rate.

If the employee's benefits were terminated during their absence, they may be subject to the three (3) months waiting period when reinstating the membership into the Company's Group Plan.

ARTICLE 19 DURATION OF AGREEMENT

19.01 This Agreement shall be effective as of **March 1, 2008** and shall continue in full force and effect until **April 30, 2010** and, thereafter, shall continue in full force from year to year unless either party gives notice in writing of its intention to terminate the Agreement or to enter into negotiations for the purpose of amending the Agreement within a period of one hundred and eighty (180) days prior to its date of termination.

ARTICLE 20 INTERPRETATION

20.01 It is agreed that **English** shall constitute the official **language** of this Collective Agreement.

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

SIGNED THIS _____ DAY OF _____ 2009.

SERVISAIR

INTERNATIONAL
ASSOCIATION OF
MACHINISTS AND
AEROSPACE WORKERS

APPENDIX A

GROUP INSURANCE

The group insurance program will be as follows:

- (a) Life Insurance - \$50,000.00
- (b) Accidental Death and Dismemberment - \$50,000.00
- (c) A disability plan which provides for weekly indemnity based on seventy-five percent (75%) of weekly salary (40 times the hourly rate) from the first day of accident and fifth day of illness, equal to the maximum sickness benefit under the Unemployment Insurance Act.
- (d) Prescription drugs with a fifty-cent (50¢) deductible.
- (e) Dependents' Life Insurance for spouse and children at least fifteen (15) days of age (\$5,000 and \$3,000 each respectively).

New employees shall become eligible for the above on the first day of the month following completion of their probation period (three (3) months). Part-time employees shall become eligible for all of the above except for weekly indemnity on the first day of the month following completion of their probation period.

- (f) Dental Plan: preventative services, fillings, extractions (100%)
Crowns, Bridges, Dentures (80%), Orthodontics (50%)

Dental services will be based on the previous year's Dental Scale.

New employees shall become eligible for the dental plan after one (1) year of service and they shall become eligible to the optical coverage, the first month following completion of employee probation period.

(g) Optical coverage

Single:	\$200.00 every 2 years (for purchase of eyeglasses or lens)
Family:	\$200.00 every 2 years for adults (for purchase of eyeglasses or lens)
	\$200.00 every year for dependants under 18 years of age

The Company and the employee will share equally the cost of the insurance plan.

Group insurance coverage will terminate on the earliest of:

- (a) The date your termination of employment occurs;
- (b) The end of the period for which premium is paid for your insurance;
- (c) The date the group policy is no longer in force;
- (d) The date you retire, or attain age 65, if earlier.

APPENDIX B

PENSION PLAN

Company contribution.

All employees with two (2) years of service or more.

The Company will match employee contributions up to a maximum of sixty-five dollars (\$65.00) per month (commencing the month after ratification). The Company contribution will increase to seventy-five dollars (\$75.00) per month on January 1, 2007, and to eighty dollars (\$80.00) per month on January 1, 2008.

Pension contributions are voluntary and can only be adjusted twice per year, January 1 and July 1 of each year. Withdrawals can be made on monies contributed by the employee in excess of the monthly maximum per year by written request on January 1 and July 1. Such withdrawals do not include the Company contribution and the employee contribution up to and including the maximum allotted per month. The only exception to receiving the monies from the plan is resignation or termination from the Company.

Employees shall have the option to contribute to either Sun Life or the Solidarity Fund (QFL).

APPENDIX C

WAGE RATES

Job Classifications:

Aircraft Service Agent (Ramp)
Aircraft Cabin Groomer
Passenger Service Agent (PAX)
Equipment Mechanic
Equipment Helper

Aircraft Service Agent (RAMP); PAX; Aircraft Cabin Groomer - Full Time

1. **March 1, 2008 to April 30, 2009 status quo. Progression through the scale except for those at the top.**

Effective	Current
Start	\$10.69
12 months	\$12.07
24 months	\$12.77
36 months	\$13.47
48 months	\$14.16
60 months	\$14.84
72 months	\$15.55
84 months	\$16.25

1. a) May 1, 2009 to April 30, 2010 – wage freeze for all full-time employees with no anniversary progression.

Effective	May 1, 2009 to April 30, 2010 Freeze
Start	\$10.69
12 months	\$12.07
24 months	\$12.77
36 months	\$13.47
48 months	\$14.16
60 months	\$14.84
72 months	\$15.55
84 months	\$16.25

Aircraft Service Agent (RAMP); PAX; Aircraft Cabin Groomer - Part Time

2. March 1, 2008 to April 30, 2009 status quo. With progression through the scale except for those at the top.

Effective	Current
Start	\$9.80
12 months	\$10.42
24 months	\$11.28
36 months	\$11.91
48 months	\$12.55
60 months	\$13.19
Over 72 months	\$13.83

2. a) May 1, 2009 to April 30, 2010 – wage freeze for all part-time employees with no anniversary progression.

Effective	May 1, 2009 to April 30, 2010 Freeze
Start	\$9.80
12 months	\$10.42
24 months	\$11.28
36 months	\$11.91
48 months	\$12.55
60 months	\$13.19
Over 72 months	\$13.83

3. March 1, 2008 to April 28, 2009 status quo. Progression through the scale except for those at the top.

Job Description	Start	1 year	2 years	3 years	Current
Equipment Mechanic	\$18.99	\$20.49	\$21.99	\$23.49	\$25.04
Full-time/Part-time Equipment Helper	\$10.65	\$11.13	\$12.59	\$14.94	\$16.25

3. a) May 1, 2009 to April 30, 2010 – wage freeze for all mechanics/helper with no anniversary progressions.

LUMP SUM PAYMENTS

- **All those employees (PAX, Ramp, Cabin Groomers, Mechanics/Helpers) who held full-time status and are at the top of the wage scales as of April 30, 2009 shall receive a lump sum payment of 3% based on their rate times 2080 hours payable in the pay cycle on or after April 30, 2010.**

- **All those employees (PAX, Ramp, Cabin Groomers, Mechanics/Helpers) who held part-time status and are at the top of the part-time wage scale as of April 30, 2009 shall receive a lump sum payment of 3% based on their rate times all regular hours worked from May 1, 2009 to April 30, 2010 payable in the pay cycle on or after April 30, 2010.**

If a new employee has the skill and experience required for a particular position, the Company reserves the right to assign his start rate to a maximum of the twenty-four (24) month rate from the scale of the respective job description.

It is understood that for all Ex-Servisair/TransEscale employees, wage scale will only apply to the date that they entered in the bargaining unit of GlobeGround as per the CIRB decision dated February 28, 2005.

Notes:

- 1) Charge Hand premium: \$3.25 per hour effective October 1, 2005
- 2) Weight and Balance* premium: \$2.50 per hour effective October 1, 2005
- 3) C.S.A Lead Hand premium: \$1.75 per hour effective October 1, 2005
- 4) Lead Hand Ramp premium: \$2.00 per hour effective October 1, 2005
- 5) Lead Hand Ramp premium: \$2.50 with “D” license effective October 1, 2005
- 6) OPS centre* (OC) premium: \$2.00 per hour effective October 1, 2005
- 7) SAL premium: \$3.00 per hour only if Lead Hand with a “D” license effective October 1, 2005 – No pyramiding. \$2.00 per hour without a “D” license.
- 8) Charge Hand – Equipment Mechanic premium (from the top rate): \$3.50 per hour effective October 1, 2005
- 9) All new Lead Hands must have D/A in order to receive the \$2.00/hr premium

10) Ticketing* premium of \$1.50 per hour only when performing the ticketing function as trained by the airlines effective October 1, 2005

* Lock-in language applies to those premiums as per Article 9.04a D)

“D” license not required for Tow purpose \$5.00 per Tow

“D” license required for Tow purpose \$10.00 per Tow

The Company will make reasonable efforts to ensure that all employees who wish to tow get equal opportunities.

All employees shall receive two paid days of eight (8) hours per year for perfect attendance.

APPENDIX D

JOB DESCRIPTIONS

Charge Hand

Normal Duties

A Charge Hand has the same specific duties and responsibilities as defined under the Lead Hand duties. In addition, he will have the responsibility of directing the work of one or more Lead Hands and those employees assigned to him. He will perform supervisory functions except direct discipline. **Must carry and operate a radio as required.**

Qualifications

- a) Priority will be given to Lead Hands who apply for this position.
- b) Must have thorough understanding of the job requirement of his occupational group.
- c) Must be able to organise job functions within his occupational group and direct other employees on performance of these functions.
- d) Must have the necessary qualifications related to his occupational group.
- e) Assists the supervisor with daily planning.

Lead Hand

Normal Duties

A Lead Hand is an employee required to direct, assist and perform the same work as any other employee in his basic classification that may be assigned to him. The Lead Hand shall assign work including rotating job assignments, give directions of proper use of equipment, work procedures and safety practices, ensure that assigned personnel as well as equipment are properly utilized, instruct employees on the job and discuss aspects of the operation with the customer. Complete incident reports. **Must carry and operate a radio as required.**

A Lead Hand, while instructing employees, will not have the responsibility of handling a flight.

Qualifications

- a) Must have a thorough understanding of the job requirements of his occupational group.
- b) Must be able to organise job functions within his occupational group and direct other employees on performance of these functions.
- c) Must have the necessary qualifications related to his occupational group.
- d) Must be of good character, neat in appearance and safety minded.
- e) Acceptable attendance record.
- f) All new Lead Hands in Aircraft Cleaner must have their DA license.
- g) Candidates for new Ramp Lead Hands with a “D” license will be automatically forwarded into the selection process.

Twice a year in April and October, the Company will accept applications from those who are interested in being in the “pool”. All candidates must successfully complete the selections process as per the Company requirements.

In addition to the current qualifications, all new Lead Hands, Lead Hand pool and Charge Hands will be required to successfully complete the new selection process.

1. Behavioural interview (leadership, safety, job knowledge)
2. Safety Awareness Assessment (test)
3. Job Specific Knowledge (test)
4. Review of attendance record

The Company will develop, maintain and amend such tests as required. The passing grade is 85%. The Union shall select a representative to add input to the process. Anyone successfully passing the above testing will be placed in the Lead Hand pool and will become eligible for assignment for the next twelve (12) months.

Any Lead Hand or Charge Hand who decides to demote themselves shall be bound by their decision for a minimum of twelve (12) months, and such decisions shall be made in writing with two (2) weeks notice. They will not be eligible for the pool nor will they be eligible to post back into this function for twelve (12) months and thereafter are only eligible when a new vacancy of more than three (3) months becomes available. Such restrictions will not be applied if a senior employee elects not to bid due to a reduction in the number of lead hand positions. Employees who successfully apply for a promotional or part-time to full-time opportunities will not be penalized.

When a Lead Hand or Charge Hand bid on their respective schedule, such employees shall receive at all time such premium except for shift change between employees who are not performing Lead Hand or Charge Hand duties.

Cargo Agent

Normal Duties

1. Provide service to customers in a polite, courteous and efficient manner.
2. Determine rates and routing for cargo.
3. Prepare, type, compile, file and clear through the proper agencies all documentation required and related to cargo.
4. Physical processing of all import and export cargo.
5. Any other duties stipulated by contracted customers.
6. Any other duties related to the job classification.

Minimum Qualifications

- a) Previous experience in airline cargo an asset.
- b) Must be able and capable to deal with public and airlines personnel in a polite and efficient manner.
- c) Must possess a valid driver's licence.
- d) Must display an acceptable driving ability.
- e) Must be in good health.
- f) Must be proficient in the language choices of our customers.
- g) Must be of good character and neat in appearance.

Equipment Mechanic

Normal Duties

1. Clean, repair, maintain, modify and overhaul equipment under the jurisdiction of the Company.

2. Clean, repair, maintain, modify and overhaul customer or client's equipment.
3. Repair and paint minor body damage.
4. Write reports on defective equipment.
5. Any other duties related to the job classification.

Minimum Qualifications

- a) Must be in good health.
- b) A minimum of three (3) years experience as an automotive service mechanic.
- c) Must be of good character, neat and safety minded.
- d) Must possess a valid equipment mechanics card.
- e) Must possess a valid driver's licence.
- f) Must be able to discuss equipment problems with customers in a polite and efficient manner.

Aircraft Serviceman

Normal Duties

1. Cleaning of aircraft exteriors and interiors or customer equipment, including furnishings and other operational cleaning.
2. Loading and unloading baggage, cargo, mail, comat, whether palletized or bulk loaded and conveyance of same to designated areas.
3. Service water and toilet systems of all aircraft.
4. Operate safely and efficiently equipment and vehicles including loading bridges owned by the Company or its contracted customers.

5. After training, operate, position, remove, connect and disconnect ground power and air start units.
6. After training, operate head set on aircraft.
7. After training, perform functions of aircraft marshaller.
8. Perform glycol recovery.
9. After training, must be able to follow customer procedures (i.e. baggage, equipment, etc.)
10. After training (written or visual courses), must pass customer tests or exams.
11. Must be able to converse with customer representatives in a polite and efficient manner.
12. Must be able to write out incident and accident reports (English or French).
13. Any other duties related to the job classification.
- 14. Must carry and operate a radio as required.**
- 15. Transport employees and/or customers**

Minimum Qualifications

- a) Must possess a valid driver's licence.
- b) Must possess good driving abilities and show an acceptable standard of equipment handling.
- c) Must have good character and good general appearance and be safety minded.
- d) Must be in good health.
- e) Must have acceptable hearing.

Aircraft Cleaner

Normal Duties

1. Aircraft cabin cleaning.
2. Making-up of cabin kits.
3. Setting-up of linen kits.
4. Restocking of cleaning supplies.
5. Any other duties related to the job classification.
- 6. Transport employees and/or customers.**

Minimum Qualifications

- a) Must have a good personality and be well mannered at all times.
- b) Must be neat and tidy.
- c) Must be quick and efficient in the performance of their duties.
- d) Must be safety minded.
- e) Must be in good health.
- f) Must possess a valid driver's licence.

Customer Service Agent

Normal Duties

1. Provide information to the public and answer telephones in the manner laid down by the airline and/or Company.
2. Check in embarking passengers and perform all related duties.
3. Attend to gate and perform the related duties as required, including operation of loading bridges and aircraft doors.

4. Monitor disembarking passengers from aircraft through port facilities and perform all associated duties.
5. Attend to transit and interline passengers.
6. Attend to wheelchair and other special needs passengers.
7. Operate Company and customer airline computer systems as required.
8. Perform all ancillary duties including teletype.
9. Perform baggage tracing and functions related thereto, in the manner laid down by the airline and/or Company.
10. Perform major load control in the manner laid down by the airline and/or Company.
11. Perform weight and balance and all related duties in the manner laid down by the airline and/or Company.
12. Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
13. Perform the function of reservations agent and the duties related thereto in the manner laid down by the airline and/or Company.
14. Carry and operate a radio as required.
15. Any other duties related to the job classification.

APPENDIX E

CLOTHING

CLASSIFICATION AND ITEM	QTY	EMPLOYEE COST	CLEANING CHARGE	REPLACE- MENT
Ramp				
Coverall or Insulated coverall	2	Nil	Employee	2 years
Shirt	5	Nil	Employee	2 years
Pants	5	Nil	Employee	2 years
Rain wear	1	Nil	Employee	3 years
3 in 1 jacket	1	50%	Employee	2 years
Groomers				
Shirt	5	Nil	Employee	2 years
Pants	5	Nil	Employee	2 years
Rain wear	1	Nil	Employee	3 years
3 in 1 jacket	1	50%	Employee	2 years
Equipment Maintenance				
Coverall	5	Nil	Nil	N/A
Shirt	2 (opt)	Nil	Employee	2 years
Pants	2 (opt)	Nil	Employee	2 years
Rain wear	1	Nil	Employee	3 years
3 in 1 jacket	1	50%	Employee	2 years
Customer Service Agents				
Jacket	2	Nil	Employee	2 years
Pants - male	4	Nil	Employee	2 years
Skirt - female	4	Nil	Employee	2 years
Shirt/Blouse	5	Nil	Employee	2 years
Tie/Bow tie	2	Nil	Employee	2 years
3 in 1 jacket	1	50%	Employee	2 years

T-Shirts jointly designed and agreed by and bearing the logos of the Union and the Company at 100% employee cost.

Female customer service agents may mix skirts and pants.

In all cases, employees shall be responsible for the upkeep and orderly appearance (i.e. cleaning, pressing, mending, etc.) of all clothing issued by the Company.

The Company agrees that rain wear, which has been torn during regular working conditions, will be replaced upon presentation of such articles, regardless of the time period.

The Company requires that all employees wear the Company uniform at all time while on shift. Between October 1st and April 30th of each year, coveralls may be worn by ramp employees.

LETTER OF AGREEMENT NO. 1

OUT-OF-TOWN ASSIGNMENT

- Travelling Time: A minimum of four (4) hours pay each way.
- Hours of Work: An employee shall continue his regular schedule of day of work.
- Per Diem: Canada: \$50.00 per day
USA: \$50.00 US per day
Europe: \$50.00 Euros per day
- Hotel Room: Paid by the Company.
- Laundry Allowance: Should an employee be away more than seven (7) days, the Company will pay the cleaning cost.
- Transportation: All transportation costs incurred by the employee in respect to the out-of-town assignment. The employee will utilize the most economical means of transportation i.e. airport bus to town.
- Telephone Calls: Employee will be issued with a \$50.00 calling card per week and unused portion to be returned to the Company.
- Travel Insurance: Company will pay for individual travel insurance.

Receipts will be required for all expenses except per diem.

LETTER OF AGREEMENT NO. 2

SAFETY SHOES

The Company agrees to contribute seventy-five dollars (\$75.00) towards the purchase of C.S.A. approved safety footwear or boots for the following employees: Aircraft Servicemen, Cargo Agents, Equipment Mechanics, and fifty-five dollars (\$55.00) for Aircraft Cleaners.

To be eligible to receive payment, the employee shall produce a receipt confirming the purchase of C.S.A. approved safety footwear or boots. The amount shall be paid once (1) per year during the month of May, upon presentation of a receipt by the employee to the Operation Manager or General Manager.

The wearing of such safety footwear or boots by Aircraft Servicemen, Cargo Agents and Equipment Mechanics is mandatory.

The Company agrees to pay Equipment Mechanics a tool allowance in the amount of two hundred dollars (\$200.00) per year, subject to an approval procedure (to be established).

LETTER OF AGREEMENT NO. 3

TEMPORARY SUPERVISORS

It is agreed that, should the Company have temporary openings for Supervisors, such vacancies may be filled by personnel from the bargaining unit. Vacancies will be posted for bids and the successful candidates will be assigned to normal supervisory duties as required, in the respective departments.

Temporary Supervisors appointed from within the bargaining unit shall remain in the said bargaining unit, and duties shall be subject to the terms of this Collective Agreement, except as outlined below. Remuneration for temporary Supervisors shall be their respective department Charge-Hand/Agent hourly pay rate, with overtime as applicable and, additionally, a responsibility pay of twenty-five dollars (\$25.00) per calendar week.

In each case, when the Company requires a temporary Supervisor(s), the specific job requirements, duration of requirement, etc., shall be discussed with the Union executive prior to requesting bids.

A specific appointment within this letter of agreement may be revoked by either party, by advance notice, in writing, of seven (7) days. However, the reasons for such action shall be fully discussed by both parties; it is thus understood that any such revocation will not be grievable in any manner.

The maximum total accumulated period of time during which a bargaining unit employee may continue to accrue seniority for the purposes of the Collective Agreement while working in a temporary Supervisor's position, shall be of six (6) months, whether continuous or not, and whether under one or more distinct appointments to a temporary Supervisor's position.

For the purpose of tracking temporary Supervisor's position, the accumulated period will not include periods when a Supervisor is off due to short-term sickness or a personal reason. However, such replacement days shall not exceed twenty-five (25) days per employee per calendar year.

A bargaining unit employee appointed under this Letter of Agreement to a temporary Supervisor's position, and who wishes to demote himself to his former position, must notify the Company and the Union at least seven (7) days in advance.

LETTER OF AGREEMENT NO. 5

EMPLOYMENT EQUITY

Employment Equity or diversity means respect for the uniqueness of each individual who works for **the Company**. That uniqueness may be characterized by many facets, some of which include: race, colour, religion, ethnicity, gender, disability, sexual orientation, marital status, education and experience. **The Company** expects all employees to embrace the value diversity by treating each other with respect and dignity, thereby maintaining an inclusive environment that ensures merit and fairness are the hallmarks of all decision making.

The Company is and has always been committed to maintaining an environment that values the diversity of its workforce. This commitment is the basis for attainment of our overall staffing objectives: to attract and retain the most talented employees and to enable each employee to contribute to their full potential.

The Employment Equity Act provides for the identification and elimination of barriers, and implementation of programs to ensure proportional representation of groups designated as traditionally under-utilized in the Canadian work force, namely: women, Aboriginals, visible minorities and people with disabilities.

The Company will provide accommodation to make a job or work site appropriately suited to the health, culture or family related needs of individuals. Accommodation is determined by factors including, but not restricted to: cost, risks to health and safety, and negative impacts on the rights of other employees.

No individual will be awarded or denied employment or advancement for reasons unrelated to their ability to do the job.

Data provided by the employee with respect to status in a designated group is sensitive and private. Access to this information is restricted to those responsible for preparing government reports and/or diversity-related plans in keeping with government requirements.

All such identification data will be kept in a secured file, separate from personnel files, to ensure confidentiality.

LETTER OF AGREEMENT NO. 6

SPLIT SHIFTS

Due to fluctuations in the business, the parties agree that in order to maintain as many full-time positions as possible and ensure the customer's service expectations are met, the Company may initiate the utilization of "split shifts" where it is not possible to create full-time shifts in accordance with Article 9.04 f) for aircraft services.

The following criteria will be followed:

- The first 40 slots on the full-time bid sheet will not be affected.
- Any affected FT employees *below 40* who will be affected with split shifts shall have the option to take lay-off before the implementation of said schedule in accordance with 13.03 d).
- Keep the forty (40) hour per week but scheduled as "split" shifts for the week or a number of days therein, until such time the schedule makes it possible to create consecutive seven (7) hours or more or in line with Article 9.04 f).
- All employees who work "split shifts" will receive an extra one hour pay at regular rate i.e. an eight (8) hour split shift worked will receive nine (9) hours pay at regular rate.
- Split shift opportunities shall be added to the normal regular full time bid process and are open to all full-time employees by seniority.
- In addition, such employee will be used to cover vacation relief schedule.

LETTER OF AGREEMENT NO. 7

PART-TIME WITH RESTRICTIONS (PTR) - TRIAL

Objective:

The parties agree that staying efficient and cost effective is important to the viability of the business. At the same time, the parties wish to find a way to help protect the consistency of bids for full time and regular part-time employees so that they will know in advance what their schedules are and can plan their lives accordingly while ensuring maximum flexibility to meet the stringent service levels required by the customers. Another advantage to implementing this program would be that it may afford greater opportunities for the regular full-time and part-time employees to get the shifts that they want and possibly result in more week-end time off.

The addition of this group cannot be used to negatively impact full-time or regular part-time employee's opportunities for advancement, overtime or bid schedules.

Definition:

These employees who are students or employees who have "restricted" time availability will declare to the Company their availability. They are to be hired only as entry level positions and cannot work in "qualified" positions that require a premium and can be scheduled to a maximum of sixteen (16) hours per week.

Seniority:

Fifty percent (50%) of time spent as a part-time with restrictions will be recognized if this employee is the successful applicant for a job posting into a regular part-time/full-time position (excluding peaks) and then the seniority shall accrue as usual. The calculation for fifty percent (50%) seniority shall be four (4) divided by the number of hours worked and rounded up if required to make a complete day.

Inclusions:

- **Probation is per Article 12.01 and 12.02**
- **Full training**
- **Post the separate departmental schedule of hours to be worked by this group**
- **Allowed to shift trade paid at regular rate**
- **Eligible to work “extra” hours**
- **Article 10.01 (Mandatory Overtime) and 10.05 b) must work eight (8) hours or forty (40) hours to qualify for overtime**
- **Wage according to PT scale**
- **Only eligible for optional life (\$5,000) and AD&D (\$10,000) to pay fifty percent (50%) of premium**
- **For the purpose of uniform and safety shoes costs as provided for under Appendix E and LOA #2 respectively, this group will remain liable for fifty percent (50%) of the cost of his/her uniform/shoes until the completion of one continuous year of service or two hundred and sixty (260) hours worked. After which, the Company shall provide the replacements per Appendix E and LOA #2.**

(PTR) exclusions:

The terms of the Collective Agreement will apply unless modified herein.

Part-time employees with restrictions will not be eligible for any of the benefits provided under Appendix A Group Insurance of the Collective Agreement other than noted above.

The provisions of Articles 9, 10, 12, 13, 14, 16, 17, 18.05, 18.06, 18.08, Appendix C notes 1-10 shall not apply.

Letters of Agreement #1 and #3.

This group shall not bid on overtime.

***The incumbent employees who work with hour restrictions shall be grandfathered with their current exceptions.**

The Company reserves the right to determine the number of PTR positions that will be employed in any given area but will not exceed twenty-five percent (25%) of the part-time and full-time workforce.

The Committee will review and communicate to the Union and the employees when this trial will start and finish and keep them apprised of the progress.

If this trial is shown to be successful and provides some consistency for more full-time and part-time employees while maintaining efficiencies and flexibility when required for the Company, the Parties agree that above note group will be added to Article 9 – Hours of work as a new 9.06 for the duration of this Collective Agreement.

However, should the trial not be successful then appropriate communication will be forthcoming. And this group will not become part of the Collective Agreement.