

COLLECTIVE AGREEMENT

BETWEEN

SWISSPORT CANADA INC.

(Hereinafter known as the “Company”)



AND

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

DISTRICT LODGE 140

(Hereinafter known as the “Union”)



YUL & YMX

AUGUST 9, 2019 TO FEBRUARY 2, 2023

15015 (02)

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ARTICLE 1 PREAMBLE & PURPOSE

- 1.01 This agreement is made and entered into this 9th day of August 2019, by and between Swissport Canada Inc., (hereinafter referred to as the “Company”), and International Association of Machinists and Aerospace Workers, District 140 on behalf of Local Lodge 2301 (hereinafter referred to as the “Union”).
- 1.02 The purpose of the Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.
- 1.03 The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 1.04 It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.
- 1.05 It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 27.
- 1.06 Unless otherwise expressly stipulated, the provisions of this agreement apply equally to male and female and all gender employees.
- 1.07 The English and French versions of this document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated (English).

ARTICLE 2 DEFINITIONS

- 2.01 **Agreement** - means the collective agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 2.02 **Company** - Swissport Canada Inc. as represented through Officers and Management at various levels or their delegated representatives.
- 2.03 **Employee** - means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.
- 2.04 **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel its employees to agree to terms or conditions of employment.
- 2.05 **Strike** - means a cessation of work or a refusal to work or to continue to work by employees, in combination, in concert or in accordance with a common understanding, and a slowdown of work or other concerted activity on the part of employees in relation to their work that is designed to restrict or limit output.
- 2.06 **Union** – means International Association of Machinists and Aerospace Workers (IAMAW)
- 2.07 **Location** – Tank Farm Dorval, Airport (YUL)

Mirabel Airport (YMX)

- 2.08 **Shift** - means a period of time within a day as described in the shift schedule for which an employee is required to work.
- 2.09 **Shift Schedule** - means a projection of all employees' shifts with regards to days worked and days off including shift starting and terminating times over a specific period of time.
- 2.10 **Qualified** – means a person who, because of his knowledge, training and experience is capable to perform that duty safety and properly.
- 2.11 **Overtime** – is all time worked in excess of the employees' scheduled shift and all time worked on a general holiday pursuant to article 12.
- 2.12 **Status** – means Full Time employees and Part Time employees.
- 2.13 **Classification Seniority** – means the length of service in the classification, calculated from the date the employee enters the classification.
- 2.14 **Company Seniority** – means the date marking the beginning of continuous employment with the Company.
- 2.15 **Workday** – A workday will be a twenty-four (24) hour period. All time worked, including overtime and recall will be considered as work performed on the workday on which the shift or recall began.

ARTICLE 3 UNION RECOGNITION

- 3.01 The Company recognizes the Union (District 140) as the sole and exclusive collective bargaining agent for all refuelling employees, dispatchers, refuelling maintenance employees, mechanics, Tank Farm Operators and Quality Control Agents working for Swissport Canada Inc. at the Dorval-Trudeau and Mirabel airports, excluding supervisors and those above the rank of supervisor (Board File # 10922-U).
- 3.02 Under normal operating conditions, Supervisors will not perform work covered under this Agreement, except for training purposes, instruction or assisting employees. In emergency situations, Supervisors may perform work covered under this agreement only to the extent necessary to relieve the emergency situation. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the supervisor shall contact the Union Chief Steward, or in the event the Chief Steward is not available, a Shop Steward on shift, and give valid reasons why their assistance is required prior to performing any bargaining unit work
- 3.03 **Union Leave:**

Subject to operational requirements, time off for Union business will be granted by the Company to employees at no cost to the Company. Where possible, the Union shall provide the Company with two (2) week's written notice advising the date and duration of such time off. The employee(s) shall be kept on the Company's payroll and the Union shall be billed at straight time for time off.
- 3.04 The Union Bargaining Committee shall be granted the time off work, with pay, to conduct the business of negotiations with the Company for a new Collective Agreement. The Bargaining Committee shall be comprised of two (2) Shop Stewards, plus the Chief Steward whose names are to be submitted to the Company in writing prior to the commencement of negotiations.
- 3.05 a. The Company will provide paid time-off, at straight time rates, for Union Chief Steward and/or his designate(s) to conduct Union business. The total paid time off will be up to ten (10) hours per week.

Union members on paid leave of absence will be governed by the terms of Article 5.01 with regard to wage progression and the terms of Article 13 with regards to vacation pay. In addition, all benefits shall continue and be paid for by the Company.

- b. The Union shall notify the Company in writing of the names of its designated representatives and the Chief Steward, and of any changes in the personnel thereof.

3.06 a. The Company will grant a leave of absence without pay and benefits to an employee who is elected or appointed to a full-time position with the IAMAW within one month after notice is given to the Company of such election or appointment. This notice must include the duration of the leave required. The duration of such leave shall be for the period the employee holds such office.

- b. An employee who returns to the bargaining unit after a period of leave without pay granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to work in his or her classification and level, and the position where he or she was assigned prior to election or appointment, if practicable, and to the appropriate salary level in effect upon his or her return.

3.07 Shop Committee:

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

3.08 Union Stewards:

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

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

3.10 Bulletin Boards

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

employee representative or a member of the Executive of the Local, District or International Union.

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

3.11 Union Office

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

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

ARTICLE 4 MANAGEMENT RIGHTS

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

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

- a. To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
- b. To hire new employees, retire, classify, direct, promote, demote, transfer, assign shifts and increase and decrease the work force from time to time.
- c. Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
- d. To make and alter from time to time reasonable rules and regulations to be observed by its employees that shall not be discriminating in nature. The Company agrees to give, when is possible, written notice seven (7) calendar days before it intends to make any changes in Policies, Procedures, Practices and Regulations.

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

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

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

ARTICLE 5 EFFECTIVE RATES OF PAY & PREMIUMS

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

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

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

6.02 Standard work week

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

Employees are expected to be ready for work at the start of their shift and at their work station.

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

- (i) Five (5) consecutive eight (8) hour days followed by two (2) days off;
 - (ii) Four (4) consecutive ten (10) hour days followed by three (3) days off;
 - (iii) Four (4) ten (10) hour days with rotating days off;
 - (iv) Or any other mutually agreeable schedule;
- b. The Company agrees to consult with a Shift Schedule Committee comprised of at least (1) Union member and at least one (1) Company representative to discuss existing full-time shifts in advance of their implementation. It is understood and agreed that the parties will work together to try and make suitable schedule work to the benefit of both parties.
 - c. An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third hour and to finish before the end of the sixth hour of the shift. Employees' shifts longer than the standard eight (8) hour shift will have their meal break assigned to commence between the fourth and seventh hour of their shift. Employees who do not receive their meal break during these times shall be paid at the rate of one and one-half (1 ½) his regular hourly rate for one half hour.

6.03 Shift Schedules

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

The completed shift schedule will be posted five (5) calendar days prior to the schedules effective date.
- c. As a result of a shift bid, if a full-time employee's new schedule conflicts with his previous schedule, providing it is within the maximum allowance of the CLC (e.g. if an employee works in excess of six (6) consecutive days, he shall be entitled to one (1) day off), the Company will not be responsible for any shifts lost or additional days worked for purposes of calculating overtime.
- d. Full-time Relief positions will be bid by seniority and included in the initial shift bid. Once the initial shift bid is complete, relief lines will be bid monthly by seniority.

6.04 Change Schedules

The Company may alter the shift schedules with seventy-two (72) hours notice to the Union and the employees involved to accommodate minor airline schedule changes and to cover employees out of the workplace for any reason. If forty-eight (48) hours notice is not given by the Employer then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

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

6.06 Shift Trades

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

- a. The employee covering the shift must be qualified and capable of performing the work.
- b. Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialed by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the Company approves the change, the employee(s) who agree(s) to work the shift assumes full

responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.

- c. The Company and Union recognize that an employee's entitlement to exchange shifts is not intended to allow the employee, for all intents and purposes, to trade his/her job away.

ARTICLE 7 OVERTIME, RECALL & TIME BANK

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

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

Overtime shall be offered in accordance with the following provisions:

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

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

- a. Employees shall be compensated for all authorized overtime hours worked at one and one-half times (1½ x) their regular hourly rate.
- b. i. Any hours worked in excess of 8 hours in a day or in the case of any scheduled shift that is greater than 8 hours, anything in excess of their scheduled shift or:
 - ii. Any hours worked over 40 hours in a week.

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

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

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

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

7.07 Time Bank

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

- 7.08** The maximum hours in the time bank shall not exceed forty (40) hours at any given time.
- 7.09** Accrued time may be withdrawn from the time bank in the form of time off in accordance with the desires of the employee and consistent with the requirements of the Company. Employees may also receive payment from the time bank (minimum 10hrs). Payment withdrawals are only permitted twice per year. Such payment shall be made on the pay period following the request.

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

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

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

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

ARTICLE 8 PROBATION

- 8.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of six (6) calendar months of service, excluding any period of absence of seven (7) calendar days or more.
- 8.02** An employee shall be a probationary employee without seniority for the first six (6) calendar months of employment by the Company provided that absence with or without leave shall not be included in the said six (6) calendar months.
- 8.03** Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid-off employee who retains seniority as provided by Article 11.00 hereof or an employee on leave of absence, as provided by Article 14.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he return to work.
- 8.04** The Company has the right to terminate employees before the probationary period ends if they are found to be unsuitable for continued employment. The termination of a probationary employee shall not be subject to the arbitration procedure contained in Article 18.

ARTICLE 9 SENIORITY

- 9.01** Company Seniority means the total length of service with the Company. Company seniority shall be used for:
- a) Vacation entitlement and preference
 - b) Any other matter agreed to between the parties
- 9.02** Classification Seniority for both full and part time will commence from the most recent date the employee commenced work within the Classification. Classification Seniority shall be used for:

- a) Retention as a result of lay-off.
 - b) Recall following lay-off.
 - c) Displacement rights.
 - d) Filling of vacancies.
 - e) Rest days and shift selection.
 - f) Any other matter agreed between the parties.
- 9.03** The Company will post seniority lists at three (3) month intervals, on January 15th, April 15th, July 15th, and October 15th, and will provide the Union office and Chief Steward with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his/her seniority as listed is correct. Employees shall have thirty (30) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time; the list will not be changed. Employees on vacation, approved leave of absences, or medical leave (in accordance with the Canada Labour Code) at the time of posting will have fourteen (14) days from their return to work to seek corrections.
- 9.04** In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection. The employee(s) affected and the Chief Steward must be present at the time of selection.
- 9.05** Seniority and employment will be maintained and accumulated except as provided for in the following:
- a) Resigns or is terminated.
 - b) Laid off for a period of more than twelve (12) months.
 - c) After filling a position outside the bargaining unit for a period of more than one hundred and twenty (120) calendar days over a year. The Company will provide the Union Chief Steward with all such assignments on a quarterly basis. (April 1st, July 1st, October 1st & January 1st).
 - d) Fails to return from layoff under the recall provisions within ten (10) days from the receipt of the recall letter.
 - e) An employee is absent for three (3) inclusive consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.
 - f) Lost permanently or for a period of more of 12 months his/her Restricted Area Identity Card (RAIC) and/or Airside Vehicle Operating Permit (AVOP).
- 9.06** Should any employee be permanently transferred from one classification to another, their seniority shall continue to accrue in their old classification for a period of ninety (90) calendar days after which their seniority will continue to accrue in the old classification and shall begin to accrue in the new classification from the date of transfer.

ARTICLE 10 TRANSFERS & FILLING OF VACANCIES

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

- 10.02** Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union Chief Steward.
- 10.03** In the event an employee expects to be absent during the period when a notice of vacancy will be posted he/she may email the company or file a letter of preference, copy to the Union Chief Steward, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 10.02.
- 10.04** All notices to an employee under this Article will be in writing, copied to the Union Chief Steward.
- 10.05** Positions will be awarded based on qualifications, experience and seniority. Where qualifications and experience are relatively equal, seniority shall be the determining factor.

ARTICLE 11 LAY-OFF & RECALL

11.01 Notice of Layoff

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

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

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

11.04 Voluntary Severance

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

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

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

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

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

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

11.08 Recall

- a) Employees who have been laid-off and have not accepted severance pay shall be entitled to recall in inverse order of lay-off for a period of twelve (12) months from the date of lay-off. Upon expiry of the recall period, an employee shall receive severance pay if he or she has not been recalled
- b) An employee who is laid-off shall have the right to recall for a period of twelve (12) months for any vacant or newly created bargaining unit position for which the employee is immediately qualified to perform or can be qualified within a fourteen (14) day period.

11.09 Recall shall be by registered mail to the address last filed by the employee with the Company. The Union shall receive a copy of each letter of recall. A previous employee with seniority must keep the Company informed of any change of address by registered mail.

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

ARTICLE 12 STATUTORY HOLIDAYS

12.01 The following Statutory Holidays shall be observed:

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

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

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

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

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

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

ARTICLE 13 ANNUAL VACATIONS

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

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

Fueling agents in YUL	1 employee in 12 employees
Fueling agents in YMX	Minimum and Maximum of 1 at any time
Mechanic YUL and YMX	1 employee in 7 employees
Dispatchers	1 employee in 6 employees
Tank farm operators	1 employee in 10 employees
QC operator	Max of 1 at any time

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

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

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

ARTICLE 14 LEAVE OF ABSENCE

14.01 Personal Leave of Absence

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

14.02 Maternity Leave, Child Care Leave, Adoption Leave, Parental Leave, Bereavement Leave, Medical Leave and Compassionate Leave will be granted in accordance with the Canada Labor Code.

14.03 Matrimony Leave

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

14.04 Leave of Absence for Union Business

- a. On written request of the Union with a fourteen (14) calendar days notice, the Company shall not unreasonably deny a Leave of Absence without pay to officials of the Union or their delegates for such transaction of Union business provided that such Leaves of Absence shall not exceed an aggregate of sixty (60) days in any calendar year for any such employee, except

that Leave of Absence not exceeding two (2) weeks 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 three (3) employees.

The employee will have the opportunity to keep his benefit coverage conditional to him paying the Company in advance the full premium amount.

- b. On written request from the Union, the Company shall grant Leave of Absence without pay to an employee for a period not exceeding four (4) years for full-time employment by the International Association of Machinists and Aerospace Workers, provided that the number of employees who at any time, shall be granted such Leave shall be mutually agreed upon. Seniority shall continue to accrue during such Leave of Absence.

14.05 Contribution of Benefits

- a. The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, 14.04.(a) and. 14.06.
- b. Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis.
- c. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section.
- d. In the event the death in the family is outside Canada or is a significant distance, employee may have an additional ten (10) days absence, without pay, to attend the funeral.

14.06 a. Jury Duty and Court leave will be granted in accordance with the Canada Labor Code.

- b. Employees who must appear in court for reasons other than those mentioned in 14.05 (a) shall be granted leave of absence without pay provided they supply proof of verification for such attendance

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

ARTICLE 15 HEALTH & SAFETY

15.01 Preamble

- a. The Union, the Company and its employees shall promote good work practices consistent with health and safety, in accordance with the laws and regulations in force.
- b. The Company and the Union agree to establish a Joint Health and Safety Committee.
- c. While the question of safety is of paramount importance to all personnel, Supervisors are specifically charged with the duty of initiating all practices necessary to protect the safety and health of all employees; in particular, the handling of jet fuel, and other related liquids and/or additives, as well as ensuring the integrity of all equipment.

- d. All employees and management must be especially vigilant regarding unsafe fuelling procedures and working conditions and are required to act upon any report by an employee of an unsafe procedure or condition.
- e. The primary role of the Safety Committee is to monitor the overall environment to ensure that top priority is given to safe procedures and conditions and to the recurrent training that makes them possible.
- f. Management and Union Safety Committee members share a responsibility to maintain a high degree of employee awareness of the need to minimize risk to the travelling public, air crew, and airlines during fuelling operations and to be familiar with all applicable regulations covering this activity.
- g. This Committee requires structure, clear statements of purpose & duties, and standard procedures for conducting Committee business. It is the purpose of this Committee to make the company, the union & its membership, and most importantly the Joint Health and Safety Committee members aware of and to ensure their understanding of the roles, functions and responsibilities of the Committee and its members.

15.02 Statement of Committee's Purpose:

- a. To meet regularly and to take periodic tours of the various areas of the Company, in order to check on possible health hazards.
- b. To take corrective action(s) in an effort to resolve unsafe situations in the workplace and not to place blame.
- c. The Committee will meet to investigate any lost time accident with a view to implementing new procedures or safe guards to prevent accidents of the same nature.
- d. To create and maintain active interest amongst all who have access to the workplace in health and safety and to reduce accidents, injuries and illness through a process of education & training.
- e. To closely monitor and take effective action on the principle accident, injury or illness causing conditions in the workplace.
- f. To identify hazards and aid in formulating policy and work procedures which address these hazards.
- g. To stimulate an awareness of health and safety issues with a cooperative attitude from the employer & the employees.
- h. To be a source of information to all who have access to the workplace.
- i. The Committee shall deal with any or all matters at a Committee level by way of consensus.

15.03 Composition of the Committee:

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

15.04 Terms of Office:

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

15.05 Selection and Responsibilities of Committee Co-Chairs:

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

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

15.06 An accurate record of all Committee proceedings and activities shall be kept on file and maintained by the Joint Committee Co-Chairs.

15.07 The Committee shall meet at least nine (9) times per calendar year or more often as it deems necessary. The Union and the Company have a mutual responsibility to schedule meetings.

15.08 Special meetings of the Committee may be called at the request of either co-chairperson, with the approval of the Committee Coordinator.

15.09 a. The quorum for a Committee meeting shall consist of the majority of the members of the Committee, of which at least half are representatives of the employees and at least one (1) is a representative of the employer.

- b. It is important that Committee meetings not be cancelled or delayed because some of the members cannot attend. Therefore, it is imperative that any Committee members who knowingly will not be able to attend the next Committee meeting make it known to the Committee Chairperson(s) so the alternate can be invited to attend and/or allow the Chairperson(s) ample time to reschedule the meeting if necessary.

15.10 Unsafe Conditions in the Workplace Requiring Immediate Action:

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

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

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

15.13 Hijacking and Bomb Scares:

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

15.14 Implementation of New Machines, Tools or Equipment:

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

ARTICLE 16 DISCIPLINE & DISCHARGE

16.01 No employee shall be disciplined or discharged without just cause. An investigatory meeting between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if he/she so desires, he/she may have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of three (3) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after his/her regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.

16.02 Any post probationary employee who has been disciplined or discharge may file a grievance in accordance with Article 17 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. By mutual consent between the Company and the Union, any grievance concerning the discharge of an employee may commence at Step 2 or Step 3 of the grievance procedure.

16.03 Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.

16.04 The Company shall not refer to any disciplinary correspondence from an employee's personnel file after twelve (12) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.

16.05 The Company shall provide the Chief Steward with a copy of any letter of discipline given to an employee.

16.06 The Company's own interest lies in ensuring fair treatment of all employees and in making certain disciplinary actions that are prompt, uniform, and impartial. The major purpose of disciplinary action is to correct problems, prevent recurrences, and prepare employees for future satisfactory service.

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

may lead to a suspension; and, still another offence may then lead to termination of employment.

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

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

ARTICLE 17 GRIEVANCE PROCEDURE

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

Step 1

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

17.02 Step 2

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

17.03 Step 3

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

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

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

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

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

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

ARTICLE 18 ARBITRATION

18.01 All grievances that have not been settled through the grievance procedure may be submitted to arbitration. 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. The arbitrator will be named from one of the shortlisted arbitrators that have been chosen by both parties. The party requesting arbitration shall notify the other party in writing within thirty (30) calendar days following the Company's.

18.02 The parties shall, stipulate the matter to be arbitrated to the arbitrator.

18.03 The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.

18.04 The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

18.05 At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.

18.06 The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.

18.07 Multiple Hearings: The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

ARTICLE 19 DEDUCTION OF DUES

19.01 All employees covered by this Agreement shall become members of the Union after initial employment, and maintain membership in good standing.

19.02 The Company agrees to deduct union dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to Transportation District Lodge 140 of the Union by the twentieth (20th) day of each month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.

19.03 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.

19.04 Payroll deductions required by law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for medical and group Insurance shall take

precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union dues.

19.05 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made.

- a. All monthly dues for members to be submitted in alphabetical order by name with hire date, classification, hourly rate, dues deducted and employment status.
- b. The Company further agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union.

19.06 The District Chairperson or his/her designate will be allocated forty-five (45) minutes of time during the initial training of new employees in order to familiarize the employees with the Union and the Collective Agreement.

19.07 The Company will show the amount of the dues deducted on T-4 slips issued to employees.

19.08 When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names and wage rates.

ARTICLE 20 UNIFORM

20.01 The Company will provide employees with the following uniforms:

Fuelers and Dispatchers:

	Full-Time employees	Part-Time Employees
Shirts	4	3
Pants	4	3
Shorts	2	1
Winter / Thermal Coveralls	1 every two (2) years	1 every two (2) years
Winter jacket	1 every two (2) years	1 every two (2) years
Rain Suit	1	1
Sweatshirt	2	2
Spring Jacket	1	1
Summer gloves	4	4
Winter gloves	4	4
Safety eyewear	1	1

Safety vest	1	1
Regular ear protectors	1	1

Dispatchers only

	Full-Time employees
Shirts	2
Trousers	2

Mechanics, Tank Farm Operators / VISTA and QC operators:

	Full-Time employees	Part-Time Employees
T-Shirts	5	Rental
Long sleeve	6	Rental
Rain gear	1	2 years
Winter jacket	1	2 years
Winter coverall	1	2 years
Pants	11	Rental
Summer coverall	Split between	
Vest	2	2 years
Winter gloves	4	2 years
Safety glasses	1	2 years
Ear gear	1	2 year

Tank Farm Operators will also receive the following uniform in addition to previously stipulated uniform.

	Full-Time employees	Part-Time Employees
Static-free coveralls	5	3

- a. Damaged clothing and PPE will be replaced as soon as possible without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.
 - b. Items that are lost and cannot be exchanged will be paid in full by the employee.
 - c. Employees must wear the full uniform and is responsible to keep clean and in good condition.
 - d. The Company shall provide the cleaning of uniform selected at no cost to the employee.
 - e. Any employee who fails to return his uniform at the end of his employment shall reimburse the residual value of the missing items.
 - o Less than 150 calendar days after issue – 100% of the cost
 - o More than 150 calendar days but less than twelve months issue – fifty percent of the cost
 - o More than twelve months – no deduction.
 - o Employees will authorize deductions from payroll for this purpose.
- 20.02** Effective on January 1, 2017 - After one (1) year of service, upon presentation of a receipt and a proof of purchase, an annual amount of one hundred and thirty dollars (\$130.00) or two hundred & sixty (\$260.00) every two (2) years shall be remitted to the employee for purchasing CSA approved shoes.
- 20.03** The Company will set aside a few parkas as spares. Such loaned parka must be returned at the start of the employee's next shift or within twenty-four (24) hours whichever is sooner.

ARTICLE 21 NO DISCRIMINATION & HARASSMENT

21.01 No Discrimination

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

21.02 Harassment

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

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

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

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

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

- Unwelcome remarks, jokes, innuendoes or taunting about another's body, attire, gender, disability, racial or ethnic background, sexual orientation, etc., which cause awkwardness or embarrassment.
- Displaying visuals of a sexual, racial or otherwise offensive nature such as pornographic pictures, posters, cartoons, graffiti or simulation of body parts.
- Leering (suggestive staring) or other gestures.
- Unnecessary physical contact such as touching, patting or pinching.
- Unwanted sexual solicitation, physical contact or advances, particularly made with implied reprisals, if rejected.
- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.

- Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- Bullying by use of force, threat or coercion to abuse, intimidate or aggressively dominate others.

Obligation of employees

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

What is not harassment

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

Filing a complaint

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

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

Investigation

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

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

No reprisal or recrimination will be made by the Company or any employee against an employee

because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

ARTICLE 22 BENEFITS

22.01 Benefit and Insurance Plan

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

22.02 RRSP Contribution

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

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

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

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

ARTICLE 23 TRAVEL

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

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

ARTICLE 24 RAIC / AVOP

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

Authority.

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

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

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

ARTICLE 25 GENERAL

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

25.02 New Job

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

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

25.04 Parking Fees

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

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

25.05 Allowances for tools

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

25.06 If the Company makes a mistake of seventy-five dollars (\$75.00) or more in the calculation of a pay at the detriment of an employee, it agrees to correct such mistake within three (3) business days following receipt of a written notice from the employee to the pay department by means of e-transfer, direct deposit or cheque.

Any other mistake shall be corrected on the following pay of the employee.

25.07 Overpayments that the Company discovers can be recovered by payroll deduction to a maximum of two hundred and fifty dollars (\$250.00 dollars) per month for a Full-Time employee, and one hundred and fifty dollars (\$150.00 dollars) per month for a Part-Time employee. Any remaining balances can be collected in full on final pay cheque.

25.08 RAIC & Parking Decal

Failure to return upon termination of employment, total cost of RAIC and parking decal shall be deducted from the final cheque

ARTICLE 26 PERSONAL DAYS

Personal days (in accordance with the provisions of the Canada Labour Code)

Personal days will be allowed as follows:

After three (3) months of continuous employment	After twenty-four (24) months of service at Dec 31 of the previous year	After forty-eight (48) months of service at Dec 31 of the previous year
3 days paid at 100% + 2 unpaid (total 5)	5 days paid at 100%	6 days paid at 100%

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

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

The applicable pay for Personal Days will be the employee's base rate of pay only (no premium) in effect at the time the personal day is taken.

ARTICLE 27 DURATION & RENEWAL

27.01 This agreement shall be effective from the 9th day of August 2019 up to and including the February 2, 2023. Either party shall be entitled to give notice in writing to the other party as provided in the *Canada Labour Code*, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 120 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 20 days of the notice or within such further period as the parties mutually agree upon.

27.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of February 2, 2023 for any stated period acceptable to the parties and in accordance with the *Canada Labour Code*.

Dated this _____ day of _____, 2020 in the City of _____ Montreal _____.

FOR THE UNION

FOR THE COMPANY

Peter Tsoukalas
General Chairperson, IAMAW

Louis-Philippe Charland
Vice-President, HR

Tony Di Genova

Najiba Amiri
Fueling Manager, YUL & YMX

Jonathan Genette

Beata Belfer
HR Manager, YUL

Alex Brejac

Remo Di Tomaso
Director Fuel

Diogo Medeiros
Operations Duty Manager

David Demole
Tank Farm Operation Manager

SCHEDULE “A”- SALARY AND CLASSIFICATION

- ✓ All wages below are effective on the first day of return to work.
- ✓ All employees to be slotted in to the rates below based on their Company Seniority, if lower, they will be slotted to the closest higher rate.
- ✓ Employees will progress from one level to another on their anniversary of service.
- ✓ All employees who reach the end rate in their classification will be considered “red circled” and receive a wage increase of 2.00% above his salary at the employee’s anniversary of service (no more than one increase a year).
- ✓ During the life of the agreement, the start rate may increase in consideration of the prevailing CPI.
- ✓ Following article 1.01 the retro will be on wages and premiums only

*Fuelers		
	Aug 9, 2019	Dec 21, 2019
Start	\$16.00	\$17.00
12 months	\$17.00	\$17.50
24 months	\$18.00	\$18.50
36 months	\$19.00	\$19.50
48 months	\$20.00	\$20.75
60 months	\$21.00	\$21.75
72 months		\$22.75
84 months		\$23.75

*Dispatcher’s premium \$2.00 (when dispatching only)

Mechanics (certified)		
	Aug 9, 2019	Dec 21, 2019
Start	\$31.00	\$31.25
12 months	\$32.00	\$32.25
24 months	\$33.00	\$33.25
36 months	\$34.00	\$34.25
48 months	\$35.00	\$35.25

Mechanics (non-certified)	
	Aug 9, 2019
Start	\$22.00
12 months	\$23.00
24 months	\$24.00
36 months	\$25.00
48 months	\$26.00
60 months	\$27.00
72 months	\$28.00
84 months	\$29.00

**Tank Farm		
	Aug 9, 2019	Dec 21, 2019
Start	\$18.00	\$19.00
12 months	\$20.50	\$21.50
24 months	\$21.50	\$22.50
36 months	\$22.25	\$23.00
48 months	\$23.00	\$24.00

**all employees at TF to be slotted in according to classification seniority
 1 employee at \$22.43 will be slotted at \$22.50 starting August 9, 2019

Quality Control		
	Aug 9, 2019	Dec 21, 2019
Start	\$16.00	\$17.00
12 months	\$17.00	\$17.50
24 months	\$18.00	\$18.50
36 months	\$19.00	\$19.50
48 months	\$20.00	\$20.75
60 months	\$21.00	\$21.75
72 months		\$22.75
84 months		\$23.75

Premiums	
Permanent Lead (fuelers)	\$ 2.00 per hour – built in
Temporary Lead (fuelers)	\$ 2.00 per hour – not built in
Training	\$ 2.00 per hour – not built in
Permanent Mirabel fuelers	\$ 3.00 per hour – built in
Temporary Mirabel fuelers	\$ 3.00 per hour – not built in
Permanent Vista	\$ 2.00 per hour– built in
Temporary Vista	\$ 2.00 per hour– not built in
Permanent Dispatcher	\$ 2.00 per hour – built in
Temporary Dispatcher	\$ 2.00 per hour – not built in

all premiums that are not built in are for hours worked only and are not subject to OT rate

SCHEDULE "B"- BENEFITS

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

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

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

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

LOU 1 - Expedited arbitration

The company and the union agree that the following types of individual grievances will be heard in an expedite format:

- Oral/written warnings;
 - Suspension and terminations for time and attendance only;
 - Rate of pay or pay discrepancies;
 - Overtime bypass;
 - Vacation and statutory holidays;
 - Scheduling (hours of work);
 - Any other types of grievances, where both parties agree.
1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every one hundred and eighty (180) days, occurring not less than two (2) times per calendar year. The parties can mutually agree to add more dates if needed.
 2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) weeks' notice of cancellation will be provided to the arbitrator and the date(s) will be re-scheduled.
 3. The expedited arbitrators shall consist of the following:
 - Rene Beaupre
 - Alain Corriveau
 4. The arbitrators will remain in place for the life of this agreement unless mutually agreed to by the parties.
 5. Legal counsel could assist and/or represent either party.
 6. The parties shall equally share the fees and expenses of the arbitrator. All costs and allowances payable to witnesses shall be paid by the party calling such witnesses.
 7. Prior to rendering a decision, the arbitrator may at any time during the proceeding, assist the parties in mediating a resolution to the grievance.
 8. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under article 9, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.
 9. Grievances shall be heard on a "first in, first out" basis, unless otherwise agreed.
 10. For every grievance on the agenda, the parties shall prepare a small brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.
 11. Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date. Notwithstanding the foregoing, the receiving party will have the option to proceed as scheduled if they so desire or defer the matter to the next hearing date. The party failing to exchange the brief within seven (7) day's hearing will have no further rights to adjourn or defer the matter. Receiving party here refers to the party who receives the brief late (i.e., after the deadline which is 7 days prior to the scheduled hearing date).
 12. The parties will use all means possible to keep proceedings simple. As such, the parties can use legal authorities if needed to support arguments.

13. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request to any one grievance unless otherwise agreed.
14. A written decision shall be issued to the parties within thirty (30) calendar days of the hearing.
15. Decisions rendered by the arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing. Decisions will be final and binding and not subject to appeal.
16. In the event of a conflict between any provision of this agreement and the collective agreement, this agreement shall prevail with respect to the subject matter of the conflict.