

COLLECTIVE AGREEMENT

BETWEEN

SERVISAIR INC.

(hereinafter referred to as the “Company” or the “Employer”)

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA
(CAW-CANADA)**

(hereinafter referred to as the “Union”)

2012-2015

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	PURPOSE	1
ARTICLE 2	DEFINITIONS	1
ARTICLE 3	RECOGNITION AND APPLICATION	2
ARTICLE 4	JOB SECURITY	2
ARTICLE 5	MANAGEMENT RIGHTS	3
ARTICLE 6	NON-DISCRIMINATION	4
ARTICLE 7	UNION ACTIVITIES	5
ARTICLE 8	UNION SECURITY	8
ARTICLE 9	STRIKE AND LOCK-OUT	9
ARTICLE 10	GRIEVANCE PROCEDURE	9
ARTICLE 11	SENIORITY	12
ARTICLE 12	WORKFORCE REDUCTION	15
ARTICLE 13	RECALL	16
ARTICLE 14	VACANCIES	16
ARTICLE 15	DISCIPLINE	17
ARTICLE 16	HEALTH AND SAFETY	18
ARTICLE 17	SALARY RATES AND CLASSIFICATIONS	22
ARTICLE 18	HOURS OF WORK	23

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 19	OVERTIME	24
ARTICLE 20	STATUTORY HOLIDAYS	26
ARTICLE 21	ALLOWANCES AND PREMIUMS	27
ARTICLE 22	PAID VACATION	27
ARTICLE 23	SPECIAL LEAVE	29
ARTICLE 24	MATERNITY/PATERNITY/PARENTAL LEAVE	31
ARTICLE 25	SOCIAL SECURITY	32
ARTICLE 26	UNIFORMS	33
ARTICLE 27	MISCELLANEOUS	33
ARTICLE 28	DURATION AND RENEWAL	34
APPENDIX A	SALARY RATES AND CLASSIFICATIONS	36
APPENDIX B	JOB DESCRIPTIONS	37
APPENDIX C	EARLY RETIREMENT	41
APPENDIX D	OCCUPATIONAL TRAINING	42
APPENDIX E	GROUP INSURANCE	43
APPENDIX F	WORK BY EMPLOYEES IN THE CABIN GROOMING DEPARTMENT	45
LETTER OF UNDERSTANDING #1	SKILLS DEVELOPMENT IN THE PASSENGER SERVICE DEPARTMENT	46

NB: In cases of a dispute between the English and French wording of the Agreement. It is agreed that the language in which the Article or Articles were negotiated will be the official version.

Article 1 - Purpose

- 1.01 The purpose of this Agreement is to promote harmonious relations between the Employer and its employees represented by the Union, to establish and maintain wages and conditions of work and employment that are fair and equitable for all and to provide a mechanism for the prompt and fair settlement of any grievances that may arise between the parties hereto.

Article 2 - Definitions

- 2.01 The word “employee” as used in this Agreement means each worker covered by the bargaining certificate issued on August 10, 2011 by the Canada Industrial Relations Board in accordance with the Canada Labour Code, for the following bargaining unit:
- “all employees of Servisair Inc., with the exception of office personnel, ramp supervisors, the station manager and those normally excluded by the Canada Labour Code (Part 1 – Industrial Relations), working for Servisair Inc. at the Jean-Lesage International Airport in Quebec City.”*
- 2.02 The word “Employer” as used in this Agreement means Servisair Inc., in its capacity of employer of the employees covered by the Union’s bargaining certificate for the establishment mentioned in Article 2.01.
- 2.03 The word “Union” as used in this Agreement means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada), located at 5,000 des Gradins Boulevard, Suite 110, Quebec City, Quebec, G2J 1N3.
- 2.04 The words “Shop Committee member” and/or “union steward” as used in this Agreement mean an employee elected from among the employees working for the Employer’s company or appointed by the Union. An employee serving on a committee provided for in the collective agreement, whether elected or appointed by the Union, is recognized, for this purpose, as a union steward.
- 2.05 The word “general seniority” as used in this Agreement means the length of service of an employee with Servisair Inc. in a position covered by the bargaining certificate.
- 2.06 The word “spouse” as used in this Agreement corresponds to the definition given in Quebec’s *Act Respecting Labour Standards*.
- 2.07 The word “layoff” as used in this Agreement means a temporary loss of employment for reasons related to internal organization or the economic situation.
- 2.08 The word “bumping” (displacement) refers to the assignment of an employee to another position or occupation against his will for reasons related to internal organization or the economic situation.

2.09 The word “training” as used in this Agreement means the teaching and practical instruction aimed at allowing employees to learn the processes and techniques commonly used by the Employer in a given position or occupation, with a view to meeting the normal requirements of the occupation.

2.10 Normal requirements of the job

The expression “normal requirements of the job” as used in this Agreement refers to the requirements that must be satisfied by an employee in order to hold an position, and that are relevant or related to the functions or duties to be performed (ex., academic training or pertinent experience, skills and aptitudes).

2.11 The word “position” as used in this Agreement means all the tasks and functions to be performed by an employee in any of the occupations listed in Appendix “A”.

2.13 The word “day” as used in this Agreement means a calendar day.

Article 3 - Recognition and Application

3.01 This Agreement applies to all employees, within the meaning of the Canada Labour Code, covered by the bargaining unit defined in Article 2.01.

3.02 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for and on behalf of all employees covered by the bargaining unit stipulated in Article 2.01, in all matters concerning conditions of work and employment, including, but not limited to, compensation, salary rates, working hours, vacation, pension plan, etc.

3.03 The use of the masculine gender in this Agreement includes the feminine and vice versa, as required by the context.

Article 4 - Job Security

4.01 No person excluded from the bargaining unit and no manager of the Company shall perform work normally carried out by the employees covered by the bargaining unit.

4.02 If the Employer decides to contract out work normally performed by the bargaining unit’s employees, it must notify the Union in advance. The parties shall meet to discuss this contracting out and its impact on the job security of all members of the bargaining unit. The aim of these discussions shall be to protect the interests of the members covered by this Collective Agreement. In the event that said contracting out results in layoffs, the parties agree that the affected workers shall have access, according to their choice, to an indemnity equal to that provided for by the Canada Labour Code.

4.03 a) The term “technological change” as used in this Agreement shall mean the introduction of new equipment or any change in the Company’s operating practices whose implementation causes a layoff or the foreseeable displacement of employees

or that affects the working conditions or job security of a significant number of employees.

- b) Before introducing a technological change, the Employer shall notify the Union one-hundred and twenty (120) days in advance. More specifically, the Employer shall inform the Union of the project it is undertaking by providing the following details:
 - a) The nature of the technological change;
 - b) The planned implementation schedule;
 - c) The identification of the occupation or department affected by the technological change as well as the foreseeable effects on the work organization, including the anticipated number of employees potentially affected and the known or presumed impacts or repercussions on employees;
 - d) The main technical characteristics of the new equipment, devices or management information system or planned modifications, where available;
 - e) Any other pertinent information relating to this change.
- c) The parties shall agree on an orderly manner of communicating the information to employees.

4.04 In the event of a technological change, a reasonable training period shall be granted in order to allow the employee affected by the change to meet the normal requirements of the tasks to be performed. This training period shall take into account the changes introduced and the specific capabilities of each employee.

The cost of the employee's training shall be borne by the Employer. Training shall take place during working hours and the employee shall remain in the Employer's service with no reduction of his basic hourly rate during his training period.

4.06 The Employer shall not hire any new employees for new positions created following a technological change without first giving an opportunity to the employees affected by this change to avail themselves of the training period provided for in Article 4.04.

4.07 Following a technological change, any newly created position that modifies or replaces a position that is already a part of the bargaining unit shall be included in the bargaining unit.

Article 5 - Management Rights

5.01 The Union recognizes the Employer's right to exercise its management, administrative and hiring duties, to maintain order and to impose discipline for good and sufficient cause, in a manner that is compatible with the provisions of this Collective Agreement.

5.02 The Employer agrees to exercise its management rights in a manner that is compatible with the Collective Agreement, failing which the employee or the Union may submit a grievance.

- 5.03 a) The Union recognizes the Employer's right to adopt, modify or revoke any reasonable rules to be followed by employees, provided that such rules are not incompatible with the provisions of this Collective Agreement or with any applicable laws, charters or other legislation.
- b) The employees and the Union must be informed in writing of said rules and the Union may at any time contest the reasonableness of a given rule, where it is used to discipline an employee.
- c) In the event that the Employer adopts new rules, it must provide for an adjustment period before said new rules come into effect. In addition, one (1) month following the signing of the Collective Agreement, an up-to-date copy of the rules that employees are required to follow shall be provided to employees.
- 5.04 Any new rules issued during the lifetime of this Collective Agreement must, to the extent possible, be presented in writing to the Union seven (7) days before their implementation.
- 5.05 Any time an employee signs a document related to a Company rule or policy, they are only doing so to acknowledge receipt and to attest that they have read the document and received a copy of it.

Article 6 - Non-Discrimination

- 6.01 a) Neither the Employer nor the Union shall engage in any intimidation, threat, coercion or discrimination against an employee because of his membership in the Union, his function as a steward, officer or member of a Union committee, his participation in Union activities or his involvement in a grievance.
- b) Neither the Employer nor the Union shall engage in any discrimination, within the meaning of the Canadian Charter of Rights and Freedoms, because of race, colour, sex, pregnancy, sexual orientation, marital status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.
- 6.02 a) The Employer and the Union recognize that they have a joint responsibility not to tolerate discrimination for any of the reasons provided for in Article 6.01, nor any psychological harassment, including sexual harassment.
- b) Psychological harassment is defined as any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity or psychological or physical integrity and that result in a harmful work environment for the employee. A single serious incidence of such behaviour may constitute psychological harassment if it has the same consequences and if it produces a lasting harmful effect on the employee. Psychological harassment includes sexual harassment.

Every possible effort shall be made to handle complaints or grievances arising from psychological harassment confidentially.

Article 7 - Union Activities

7.01 The Employer recognizes that the Shop Committee is mandated to act on behalf of employees to deal with any matters pertaining to this Collective Agreement, its application and its interpretation, including negotiations for the renewal this Collective Agreement.

7.02 a) The Shop Committee shall be composed of three (3) members elected by the employees, including a president and two vice-presidents. Each vice-president shall be assigned to a specific sector defined by the Union and shall serve for their full term in office, but this shall not in any way limit their role with respect to the other sectors. The three (3) members of the Shop Committee shall be granted leave without loss of pay during working hours to participate in bargaining sessions as well as conciliation and arbitration (including grievance arbitration) sessions.

b) The president of the Shop Committee shall be granted leave of ten (10) hours per week without loss of pay. This leave may be divided and the Employer must be notified at least fourteen (14) days in advance of the schedule of leave. In the event that the president is absent, this leave shall be transferable to other members of the Shop Committee.

The vice-presidents shall be granted leave, without loss of pay, to attend meetings with the Company for purposes related to the application of the Collective Agreement.

Once a month, the Shop Committee members shall be granted simultaneous leave of three (3) hours without loss of pay, to take part in a labour-management meeting on labour relations.

c) Where immediate action is warranted, Shop Committee members and stewards shall be authorized, one person at a time, and after obtaining permission from their immediate supervisor, who may not refuse without good reason, to leave their work without loss of pay for the time reasonably necessary to fulfill their obligations (investigation, writing, submission and discussion of a grievance) under this Agreement. The Shop Committee members and stewards granted such leave shall notify their immediate supervisor of where they are going and who they will be meeting with. Before returning to work, they shall report to their immediate supervisor.

d) The Employer recognizes the Union's right to elect two (2) stewards (one for the "Station Attendant and Cabin Grooming Attendant" group, and the other for the "Operations Agent and Customer Service and Operations Agent" group) to handle any problem relating to the Collective Agreement that arises during their work shift, in addition to the members of the Shop Committee. Under no circumstances shall a steward act as a substitute for a Shop Committee member.

e) The Employer shall meet with the Shop Committee members and/or the stewards by appointment during working hours, without loss of pay.

- f) In the six (6) months preceding the expiration of the Collective Agreement, the Employer shall grant leave without pay of five (5) days to each Shop Committee member in order to prepare for the renewal of the Collective Agreement.

7.03 The CAW's national representatives and the president of Local 2002 (or his representative) shall have the right to participate in all meetings involving the Shop Committee, after providing reasonable notice to the Employer. The Employer may also be accompanied by external advisers.

7.04 a) The Employer shall make available to the Union two (2) bulletin boards, one in the Ramp Department and one in the Passenger Service Department, for the exclusive use of the Union to post notices or memos related to union activities.

b) The Employer shall provide the Union with a work space equipped with a desk, a filing cabinet, a telephone, a computer connected to Internet (at the expense of the Employer) and a printer.

7.05 a) The Employer shall grant leave without pay for a maximum of one-hundred and twenty (120) days per year to all employees for external union activities, subject to advance notice of fourteen (14) days to the Employer. This period can be reduced upon agreement between the parties. The Employer can refuse to grant a leave without pay if the volume of activity in the department is too high and if the difficulty of replacing the employee makes it impossible to grant leave.

In the case of union training, the Union shall make every attempt to notify the Employer of the leave required as far in advance as possible.

b) The Company shall grant leave without pay to any employees belonging to one of the following groups:

- An employee who is a member of the Executive of Local 2002;
- An employee acting as election chairperson and a member of the Local's Election Committee;
- An employee serving as a CAW trainer;
- An employee holding a temporary position with the Fonds de solidarité de la FTQ (QFL Solidarity Fund).

The parties agree that this leave will be taken from the bank of one hundred and twenty (120) days provided for in Article 7.05 a). The advance notice required for the leave shall be identical to that stipulated in Article 7.05 a).

7.06 In the case of an employee on leave without pay for union activities as per Article 7.05 a) and b) (excluding national representatives), where he would otherwise have been at work, the Employer shall continue to pay him his regular salary as well as any premiums and other benefits to which he would have been entitled had he been at work, while making all the necessary deductions.

However, at the end of each month, the Local Union shall reimburse the Employer for the total amount of any payments thus made during the period in question, including employee benefits, as well as any premiums for the group insurance policy in force.

The Shop Committee shall be informed in writing of any change in the rate charged for the administration of this clause in order to allow discussion of it.

Employees shall continue to accumulate seniority during such leave.

7.07 At the written request of the Union, submitted at least two (2) months in advance, the Employer shall grant an indefinite period of leave without pay to an employee who is called upon to devote all his time to union business. The employee shall continue to accumulate seniority during such leave. Upon his return, he shall be reinstated in his position or in any other position to which his seniority entitles him. Such leave may only be granted to one employee at a time.

7.08 **Paid Education Leave (PEL)**

The Employer agrees to make a lump-sum payment of \$2,000 in each year of the Collective Agreement, with the aim of granting bargaining unit members chosen by the Union paid development leave to take courses aimed at upgrading their skills in all aspects of trade union functions. These payments shall be made by the Employer on an annual basis, starting on the date of signing of the Collective Agreement, and, thereafter, on June 1st of each year, into a trust fund set up by the CAW National Union. Cheques shall be forwarded to the "CAW Leadership Training Fund" at the following address: CAW-Canada, 205 Placer Court, Toronto, ON, M2H 3H9.

It is further agreed that the chosen candidates shall be granted leave without pay for twenty (20) days of courses, in addition to travel time where applicable. Said leave shall be spread over a period of twelve (12) months starting on the first day of leave. Employees shall continue to accumulate seniority and other advantages while on leave.

7.09 The Company shall endeavour to grant the requests of employees selected by the Union to participate in the CAW's Family Education Program. These employees must use their vacation credits provided for in Article 22.03 to participate. Leave granted under this article shall not be taken into account in the vacation ratio provided for in Article 22.06, but the number of employees who can participate shall not exceed one (1) employee per department, or more subject to the agreement of the Employer.

7.10 **Social Justice Fund (SJF)**

The Employer agrees to contribute to the CAW's Social Justice Fund (SJF) by means of a payment of five hundred (500) dollars for each respective year of the Collective Agreement. These payments shall be made on an annual basis, starting on the date of signing of the Collective Agreement and on June 1st of each year thereafter.

This amount shall be paid on a monthly basis into the CAW's Social Justice Fund (SJF), a registered charity established by the CAW National Union. The Employer shall forward the payment to the following address:

CAW Social Justice Fund
205 Placer Court
Toronto, Ontario
M2H 3H9

7.11 **Union Orientation Clause**

Within the first ten (10) days of the hiring of a new employee, a Shop Committee member shall meet with this new employee for as long as is necessary, but up to a maximum of two (2) hours, without loss of pay, for the purpose of providing him with information on the Union. The Employer shall notify the Union in writing when a new employee is hired and shall indicate the position held.

Article 8 - Union Security

8.01 All employees shall become members of the Union and shall maintain their membership for the duration of this Collective Agreement.

8.02 Newly hired employees shall be governed by this Collective Agreement and shall pay union dues as soon as they start work. They shall also become members of the Union and maintain their membership for the duration of this Collective Agreement, as a condition of employment. Employees excluded from the bargaining unit who are transferred into it shall become subject to this article within a period of one (1) month following their transfer into the bargaining unit.

8.03 During the term of this Agreement, the Employer shall deduct from the pay of each employee an amount equal to the portion of the monthly dues payable under the Constitution of the Union. In addition, in the case of new employees, the Employer shall deduct a lump-sum amount representing the initiation fee from the first pay cheque following the end of the probationary period. These deductions shall be remitted by the Employer to the financial secretary of Local 2002 by cheque no later than the tenth (10th) day of the month following the month in which such deductions were made.

For all weeks in which the employee does not receive a pay cheque within a given month, the effect of which is to prevent the deduction of the weekly portion of the monthly dues payable, the Employer shall make such deductions in a single payment from the first pay cheque following the employee's return to work.

In addition, in the event that the employee leaves the bargaining unit and/or the Employer, the latter shall deduct from the employee's last pay cheque or vacation pay an amount equal to the total union dues owing. The Employer shall notify the Union of the departure of any employee in the bargaining unit as promptly as possible.

The Employer shall simultaneously provide the Union with two (2) lists (one to the financial secretary of Local 2002 and the other to the president of the Servisair Inc. unit) containing the names of the employees from whom it deducts dues.

8.04 In addition, the Employer shall indicate the current and total amount of deductions for union dues on each pay stub for each employee and shall indicate the total amount of union dues deducted in the tax year on the employees' T-4 and Relevé 1 forms or any other equivalent form.

The Union shall provide the Employer written notice of the amounts of the union dues and initiation fees prescribed by the Constitution of the Union. Any changes to these amounts shall take effect within thirty (30) days following the reception by the Employer of said notice.

Article 9 - Strike and Lock-out

9.01 During the term of this agreement, there shall be no strike, slowdown, or total or partial stoppage of work by employees, and there shall be no lock-out by the Employer.

9.02 The provisions of Article 9.01 shall not be construed as limiting or restricting the rights of the parties under the applicable provisions of the *Canada Labour Code*.

9.03 The Company agrees that no employee covered by this Agreement shall be required to perform work for a client whose employees are engaged in a legal strike, where that work is normally performed by the striking employees. It is further agreed that no employee shall be disciplined as a result of the constraints imposed by a picket line. However, in the event that a customer of the airline on strike gives the company a signed contractual commitment, the employees shall be required to perform the work in question as if it were for a regular customer.

Article 10 - Grievance Procedure

10.01 The term "grievance" as used in this Agreement means any dispute regarding the interpretation or application of the Collective Agreement, including any disciplinary action or loss of employment, including an administrative dismissal.

10.02 Grievances shall be submitted and discussed as promptly as possible during working hours.

10.03 a) First step:

In the event of a dispute concerning the application of this Agreement, the employee concerned shall discuss the situation with his immediate supervisor as soon as possible during working hours, with a view to resolving the dispute. During this meeting, the employee shall be accompanied by a steward or a Shop Committee member.

b) Second step:

Failing an agreement, the steward or the Shop Committee member shall submit a written grievance to the Employer's representative within twenty-one (21) days of the event giving rise to the grievance or knowledge therefore.

The Employer's representative shall render a decision in writing within fourteen (14) days of submission of the grievance.

10.04 Third step:

If the Employer's representative fails to reach a decision within the timeframe specified in Article 10.03 b), or if his decision is found to be unsatisfactory, the Union may refer the grievance to arbitration by informing the Employer in writing, within twenty-one (21) days of the Employer's decision or of expiry of the timeframe for reaching a decision.

10.05 A grievance contesting disciplinary action or a grievance involving several employees may be submitted directly at the second step within twenty-one (21) days of the imposition of the disciplinary action or of the incident that gave rise to the group grievance.

10.06 No grievance shall be rejected by reason of a defect in form, technical error or procedural irregularity.

The timeframes provided for in this article are binding, and failure to comply with them shall invalidate the grievance, unless the parties agree in writing to extend these timeframes.

10.07 Arbitration

Within twenty-one (21) days of the notice of the intent to arbitrate provided for in Article 10.04, the parties shall agree of the choice of an arbitrator. Failing an agreement, either of the parties may request that the Minister of Labour appoint an arbitrator.

10.08 All arbitration hearings shall be held at a location determined by the arbitrator.

10.09 The arbitrator shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change the Agreement in any manner.

10.10 The parties agree that failure to refer a grievance to the next step or to submit a grievance in a specific case shall not constitute a precedent with regard to any future repeat of the incident that gave rise to or that could have given rise to a grievance, except as otherwise indicated in a written settlement reached between the parties.

10.11 The Employer shall not attempt to settle a grievance without the presence of a Shop Committee member.

10.12 In cases of disciplinary action and administrative dismissal, the burden of proof shall rest with the Employer.

- 10.13 The arbitration award shall be final and binding on the parties and employees concerned. It shall become effective on the date stipulated by the arbitrator; if no date is given, the parties shall ask the arbitrator to specify one.
- 10.14 Where the incident giving rise to the grievance resulted in a loss of income and/or other benefits, the arbitrator has the power to order that such loss be reimbursed or restored, in whole or in part, in addition to interest at the legal rate. In disciplinary matters, the arbitrator has the power to confirm, modify or annul the Employer's decision and, where applicable, to substitute a decision he deems just and reasonable in light of the circumstances of the case.
- 10.15 Any agreement related to the settlement of a grievance shall be made in writing and signed by the parties.
- 10.16 Employees who are called to appear as witnesses by the Employer shall incur no loss of pay. Employees who are called to appear as witnesses by the Union shall be paid by the Union.
- 10.17 The fees and expenses of the arbitrator shall be shared equally by the parties hereto.
- 10.18 At the request of the Union, the Employer shall forward all documents concerning the grievance in its possession.
- 10.19 **Expedited arbitration**
- a) Any grievance may be referred to the following procedure, provided that the parties agree in writing to do so. In this case, the grievance shall be subject to the procedure provided for in this article.
 - b) The expedited arbitration procedure is an informal and expeditious mechanism designed to facilitate a more rapid settlement of grievances related to the application of the Collective Agreement.
 - c) A list of eight (8) arbitrators suitable to act in this procedure shall be determined by the parties each time the Collective Agreement is renewed. Their selection and assignment to cases shall be done on a rotating basis upon the referral of a grievance to arbitration. This selection shall be made on the basis of the criterion that the arbitrators must be capable of hearing the dispute within six (6) months of its referral to arbitration.
 - d) Grievances shall be referred to arbitration in the same manner and within the same timeframes as stipulated in the procedure in Article 10.04.
 - e) For the purposes of the hearing, the parties shall not be represented by their attorney. Only one person representing the Employer and one CAW national representative shall be able to act in this capacity.
 - f) The arbitrator shall proceed with all dispatch with the inquiry into the grievance and in accordance with such procedure and mode of proof as he deems appropriate. The hearing shall not last more than one day. If either party anticipates that more than one day will be required for the hearing, the corresponding number of days shall be

reserved when appointing the arbitrator, failing which, if the time limit is exceeded, the parties will only be able to make their submissions in writing. The parties shall be restricted to one right of reply each, where applicable. The reply process must be completed within forty-five (45) days of the end of the hearing.

- g) Preliminary objections shall be ruled upon immediately or taken under advisement, provided that this does not affect the hearing on the merits of the grievance. The arbitrator shall dispose of any objections in the same decision as that on the merits of the grievance, unless they can be dealt with immediately.
- h) The parties may be accompanied by witnesses or expert witnesses whose names shall be announced in advance to the other party.
- i) To this end, the parties shall meet at least one month prior to the arbitration hearing to exchange copies of all documents, reports, video proof, photographs, etc. they intend to use during the arbitration, including precedents and authorities. At this point, the parties shall attempt to reach a final resolution of the grievance in question.
- j) During this meeting, the parties shall establish and attempt to agree on the facts of each grievance and shall submit these facts to the arbitrator in their statements.
- k) If, for any reason, the parties have not held the meeting provided for in paragraphs i) and j) two (2) weeks prior to the hearing, either party shall inform the arbitrator that a pre-hearing conference must be held before the start of the grievance hearing.
- l) This pre-hearing conference shall be held as soon as possible before the hearing and shall have the same objectives as the meeting provided for in paragraph i). However, as a consequence of the use of the pre-hearing conference, the parties must immediately submit the evidence, arguments and authorities relevant to their case. In this way, the arbitrator must be able to identify the matters in dispute and determine the positions of the parties.
- m) Following this exercise, the arbitrator shall draft a written summary of the conference, specifying the matter in dispute, the legal questions raised, the admissions of facts, preliminary objections, the parties' arguments and a summary of the authorities submitted. The hearing shall thus be limited to hearing the witnesses and clarifying or replying to arguments.
- n) The arbitrator shall give the reasons for his decision within thirty (30) days following the hearing.

Article 11 - Seniority

- 11.01 a) For the purposes of this Agreement and except as otherwise provided herein, the term "seniority" shall have the meaning given in Article 2.05 of this Agreement.
- b) (i) Two (2) times each year, the Employer shall forward the Union a list (paper version and electronic Excel file or equivalent) of all employees covered by the bargaining certificate. This list shall include the following information:
- name
 - address and postal code
 - general seniority date
 - occupation
 - department
 - telephone number
- (ii) This list, with the address, postal code and telephone number deleted, shall be posted on the workplace bulletin board. Any concerned employee, a steward or the Union may ask for a correction to be made to the list.
- 11.02 Newly hired employees shall begin to accrue seniority after a probationary period of eighty (80) full or partial days worked. Once acquired, the employee's seniority shall be calculated starting from the date of hire. Probationary employees do not have the right to grieve a dismissal.
- 11.03 In the case of new employees having acquired their seniority on the same hiring date, a draw shall be held by the Employer in the presence of a Shop Committee member and the members concerned in order to determine their seniority ranking.
- 11.04 An employee who is laid off shall continue to accumulate seniority for the period during which his name appears on the recall list.

11.05 Transfer to a management position

- a) An employee who takes up a permanent management position outside the bargaining unit continues to accumulate seniority for a period of eighty (80) days worked, after which he loses it. During this period, the employee continues to pay union dues.

During the period mentioned above, the employee can be returned to his former classification by the Employer or choose to return to it himself. The employee must give two (2) weeks' notice before he can return to his position in the bargaining unit. Where applicable, he shall return to the occupation and the position he held prior to his transfer. However, if, during the transfer period, personnel changes are made in his occupation pursuant to the application of the seniority provisions in this Agreement, the employee shall be considered to have been displaced, unless there is an employee with less seniority in his occupation at the time of his return from the transfer. Employees can transfer to a management position only once (1) during the term of this Agreement.

- b) In the event that the Employer requires a temporary replacement for a manager due to sickness or maternity or paternity leave, the temporary position outside the bargaining unit may be offered to an employee in the unit and the replacement shall last as long as is required by the absence. Upon the manager's return, the employee shall return to his position in the bargaining unit. However, if, during the transfer period, personnel changes are made in his occupation pursuant to the application of the seniority provisions in this Agreement, the employee shall be considered to have been displaced, unless there is an employee with less seniority in his occupation at the time of his return from the transfer. The employee shall continue to pay his union dues during the replacement. The employee must give two weeks' notice before he can return to his position in the bargaining unit.
- c) Notwithstanding the provisions of this article, for a fixed period of six (6) months per year (January to December), the Employer can offer a temporary position outside of the bargaining unit on account of an increase in volume related to specific contracts. During this period, the employee concerned shall be transferred to a manager position but shall continue to accrue seniority. At the end of the temporary assignment, the employee shall return to his position in the bargaining unit. However, if, during the transfer period, personnel changes are made in his occupation following the application of the seniority provisions in this Agreement, the employee shall be considered to have been displaced, unless there is an employee with less seniority in his occupation at the time of his return from the transfer. The employee shall continue to pay his union dues during the replacement.

- 11.06 Except as otherwise indicated in this Agreement, an employee who has acquired seniority rights shall continue to accumulate seniority during leave under the Collective Agreement, during leave due to an occupational illness, accident or injury, or during a disciplinary suspension.

However, if, during the period of leave, personnel changes are made in his occupation pursuant to the application of the seniority provisions in this Agreement,

the employee shall be considered to have been displaced, unless there is an employee with less seniority in his occupation at the time of his return to work.

11.07 An employee shall lose all seniority and his employment shall be terminated for any of the following reasons:

- a) If he quits his job at Servisair Inc.;
- b) If he is dismissed for just cause, provided that he is not reinstated under the grievance procedure;
- c) If, while he is laid off, he refuses or fails, without a valid reason, to report to work within five (5) days of receipt of a recall notice sent to him by certified or registered mail or by courier to his last known address. An employee may refuse a recall if the duration of the recall is less than fourteen (14) days;
- d) If he is laid off for a period of twelve (12) consecutive months if he has less than twelve (12) months of seniority, or for a period of twenty-four (24) consecutive months if he has twelve (12) months of seniority or more;
- e) If he is absent from work for three (3) days or more (scheduled days) without permission or without a valid reason, the proof of which lies on him;
- f) If he retires;
- g) If an employee in the Ramp Department has his driver's license suspended, he shall be laid off under the terms of this Collective Agreement and shall accumulate seniority until his license is restored. At that time, he shall be reinstated in his position. Before laying off the employee or during the period in which he is laid off, the Employer shall do everything possible to accommodate the employee in tasks in the Ramp Department that do not require a driver's license (baggage, de-icing, etc.). If the employee's driver's license is suspended for more than 13 months, the employee shall lose his seniority rights at the time of the suspension.

Article 12 - Workforce Reduction

12.01 a) Where layoffs are necessary in an occupation, the Employer shall lay off employees on probation first.

Thereafter, the employees in the occupation concerned shall be laid off in reverse order of seniority. An employee who cannot displace an employee with less general seniority in his occupation may displace an employee with less seniority in another occupation in his department provided that he meets the normal requirements of the job. In all cases of displacement, the employee shall be entitled to a familiarization period to get used to his new position and to demonstrate his ability to meet the normal requirements of the tasks related to the position. The familiarization period shall be a minimum of five (5) working days.

- b) However, if the layoff is related to the cessation of an activity, the discontinuation of a service or the elimination of a position on a permanent basis in a department, the employees affected by this elimination or the resulting displacements may assert their general seniority to displace employees in another department, but only if there is a possibility of a loss of employment. It is agreed that employees must have at least seven (7) years of seniority in order to avail themselves of this article.
 - c) Before being laid off, any employee who has completed three (3) months of continuous service shall receive a notice of at least fourteen (14) days or, failing that, he shall be paid his regular salary for a period equal to the required notice period, or the remainder of the required notice period if the notice given was insufficient. The Employer shall provide the Union with a list of employees who have been laid off and shall update this list every two (2) weeks, as necessary.
- 12.02 The Employer undertakes to comply with the provisions of the Canada Labour Code dealing with group terminations. To this end, for the purposes of this Agreement, the closing of a department shall be considered a group termination. In this case, all provisions of the Labour Code shall apply, with the exception of the notice of sixteen (16) weeks that must be given to employees as soon as the decision is known, without constraint, excluding the notices provided for in Article 12.01.
- 12.03 An employee who displaces (bumps) another employee in an occupation with a lower wage rate shall receive the wage rate of his new occupation following his displacement.
- 12.04 For the purposes of this article, Shop Committee members shall be entitled to preferential seniority over other employees and their name shall be placed at the top of the seniority list in the event of a layoff.

Shop Committee members can use their preferential seniority to displace another employee in accordance with Article 12.01.

Article 13 – Recall

- 13.01 The name of a laid-off employee shall be registered and maintained on the recall list for a period equal to that provided for in Article 11.07 d).
- Upon his return to work, an employee who was absent due to leave under the Collective Agreement or due to an occupational illness, accident or injury shall be granted the same privileges granted to all other employees with regard to the layoff described in this article.
- 13.02 During a recall, employees shall be recalled to work in order of seniority by department provided they meet the normal requirements of the job for which a recall is necessary. In all cases of recall, the employee shall be entitled to a familiarization period to get used to his new position and to demonstrate his ability to meet the normal requirements of the tasks related to the position. The familiarization period shall be a minimum of five (5) working days.

- 13.03 A laid-off employee whose name is on the recall list and who is unable to return to work at the time of the recall due to illness or an accident shall have his name placed on the leave of absence list. The absence must be justified by the presentation of a written medical certificate.

Article 14 - Vacancies

- 14.01 For the purposes of this Agreement, a “vacancy” shall refer to a position permanently vacated by its incumbent or to a newly created position. Before applying the provisions of this article, the Employer shall first apply the provisions of Article 13.
- 14.02 a) Any available vacancy that the Employer wishes to fill shall be posted for a period of seven (7) days by the Employer when the position becomes vacant. During the posting period, employees interested in the position must submit an application in writing using the form provided for this purpose.
- b) Employees who are absent from work due to a leave of absence, vacation or an occupational illness, accident or injury shall receive a copy of the posting at their last known address. These employees shall have seven (7) days from the date of express delivery of the posting in which to submit their written application to the Employer.
- 14.03 a) Among the candidates for the position, the Employer shall give priority to the employee with the most general seniority who meets the normal requirements of the job. The employee thus selected shall be entitled to a training and trial period of thirty (30) working days.
- b) During the training and trial period, an employee can request to be returned to his former position. He can also be returned to his former position at the request of the Employer. In this case, the employee shall not incur any loss of benefits or privileges.
- c) In the event that the candidate selected to fill the vacancy does not complete his training or trial period, a new candidate shall be selected from among the employees who applied for said vacancy provided that they meet the normal requirements of the job. If no candidate meets these criteria, the Employer may create a new posting.
- d) If the candidate selected pursuant to the provisions of paragraph a) of this article comes from another department, he shall continue to accumulate seniority. However, he cannot assert his seniority in his new occupation during the first three (3) months. At the end of the three-month period, his total accumulated general seniority shall be restored and he can once again assert his seniority. During this three-month period, the employee can request to be returned to his former position. He can also be returned to his former position at the request of the Employer. In this case, the employee shall not incur any loss of benefits or privileges.
- e) For vacancies in the position of Customer Service and Operations Agent, the parties agree that knowledge of the carrier’s system is considered a normal requirement of the job.

14.04 Before hiring a new employee, the Employer shall consider employees from the other departments in accordance with the job posting procedure provided for in this article.

Article 15 - Discipline

15.01 a) The disciplinary action that can be taken by the Employer for just cause ranges from a verbal or written reprimand to suspension or dismissal. In imposing disciplinary action, the Employer shall take into account factors including, without being limited to, the seriousness of the alleged misconduct, its frequency and the employee's previous record, in such a way that the penalty imposed is proportionate to the offense, taking into account all the circumstances of the case. The principle of progressive discipline shall also be observed before imposing more severe action.

b) The employee, alone or accompanied by a Shop Committee member or a steward, shall have access on request to his disciplinary record and/or employee record during working hours, without loss of pay. If the employee has been refused access to the Employer's premises for disciplinary reasons, he may authorize in writing a Shop Committee member or a steward to consult his disciplinary and/or employee record on his behalf.

15.02 a) No disciplinary action may be recorded or used against an employee at any time unless said employee and the Union are notified accordingly in writing within fourteen (14) days of the date on which the Employer became aware of the incident or event giving rise to the disciplinary action. The Employer's investigation shall be included in the fourteen (14) days. In cases where a suspension is imposed, the period of suspension shall commence within five (5) days following the issuing of the disciplinary action and shall be served consecutively.

b) In the event of a suspension or dismissal, the employee concerned shall be given the opportunity, before leaving the workplace, to immediately discuss the matter with a member of the Shop Committee.

An employee who signs a letter of resignation shall be accompanied by the president or a member of the Shop Committee acting as a witness to said signing. If the employee sends his letter of resignation by mail, a copy shall be forwarded to the Union on the same day it is received.

15.03 If the Employer decides to meet with an employee to impose disciplinary action or as part of an investigation that could give rise to disciplinary action, the employee shall be accompanied by a Shop Committee member or a steward.

This meeting shall be held during working hours, without loss of pay.

15.04 Any disciplinary action of which the employee and/or the Union were not informed in writing cannot be presented as evidence in arbitration.

15.05 Any disciplinary action taken against an employee shall be cancelled and expunged from his record and may not be invoked against him after a period of twelve (12) months, provided that the employee does not commit a similar offense during this period.

- 15.06 a) Double jeopardy shall be avoided when imposing disciplinary action.
- b) No employees shall be demoted for disciplinary reasons during the term of this Collective Agreement.
- 15.07 Any disciplinary notice against which an employee has won his case through negotiation, arbitration or otherwise shall be deemed to have been expunged from his record and shall be replaced by the measure substituted for it, where applicable.
- 15.08 An employee who signs a document relating to disciplinary action does so to acknowledge receipt and to attest that he has read the document and received a copy of it.

Article 16 - Health and Safety

- 16.01 The Employer recognizes its obligation to provide employees with a safe, hygienic and clean work environment and shall take all necessary steps to safeguard the health and safety and physical integrity of employees during working hours, in accordance with the Canada Labour Code and the applicable legislation. In addition, the Employer agrees to make every effort to achieve high standards of workplace safety. The Union, for its part, shall contribute to the promotion of good health and safety practices among employees.

The parties agree to work jointly toward the achievement of these objectives.

Moreover, the Company and the Union jointly undertake to provide basic health and safety training totalling four (4) hours to all newly hired employees. This training shall be paid at the applicable salary rate and shall take place within the first week of hiring.

- 16.02 a) The Employer and the Union agree to maintain a Health and Safety Committee composed of two (2) members of management and three (3) employees who are members of the bargaining unit. Two members of the committee shall be appointed as co-chairs, one to represent the employees and one to represent the Employer.
- b) The functions of the Health and Safety Committee shall be as provided for in the Canada Labour Code, including, without being limited to:
- 1) Prepare, review and participate in inspection reports and ensure that corrective actions are taken where necessary;
 - 2) Receive complaints from employees as well as their suggestions for solutions to the problems raised;
 - 3) Participate in internal accident investigations and the writing of accident and/or incident reports. Members of the committee who did not participate in an investigation shall receive a copy of these investigation reports;
 - 4) Participate in the development of health and safety orientations and programs.

- c) The Health and Safety Committee shall record the minutes of the proceedings of meetings of the joint committee, which shall be adopted each time the committee meets. These minutes shall be circulated to each member of the joint committee, with a copy to the chair of the Shop Committee, within ten (10) days of the meeting.
- d) The Committee shall normally meet once a month, except during the summer months and the holiday season. The Employer shall grant the Union's representatives on the Health and Safety Committee a reasonable period of time in which to prepare for the Health and Safety Committee meeting.
- e) The Union's representatives on the Health and Safety Committee, after obtaining the authorization of their immediate supervisor, which authorization shall not be unreasonably withheld, may leave their work for a reasonable period, without loss of pay, to attend meetings with the Employer's representatives or to carry out their duties under the Collective Agreement or the Canada Labour Code.

In the event that a member of the Health and Safety Committee is called upon to identify a situation that represents a potential source of danger or a hazard to employees, the member shall be granted time off from his regular duties as promptly as possible after notifying his immediate supervisor. He shall then inform him of where he is going and who he will be meeting with. He must report to his immediate supervisor before returning to his workstation.

16.03 The Employer shall provide the Union's representative(s) on the Health and Safety Committee with any material they need to perform their duties.

16.04 Right of refusal

- a) An employee has the right to refuse to perform particular work if he has reasonable grounds to believe that the performance of that work would expose him to danger to his health, safety or physical well-being, or would expose another person to a similar danger.

The terms and conditions for the application of this right shall be as set out in the applicable provisions of the Canada Labour Code.

In such circumstances, the employee shall immediately notify his immediate supervisor, the Employer or the Employer's representative.

- b) Where several employees refuse to perform particular work by reason of the same danger, their cases may be examined jointly and may be the subject of a decision concerning them jointly.

Where the exercise of the right of refusal results in other employees being deprived of work, these other employees shall be deemed to be at work for the duration of the work stoppage.

The Employer may, however, assign these employees to other duties that they are reasonably capable of performing or require that they remain available at the workplace during the whole period thus remunerated.

16.05 Work clothing

Personal protective equipment shall be provided and renewed free of charge (employees must return worn PPE or have a valid reason for not returning it) to all employees whose job requires it, as determined by the Health and Safety Committee or in accordance with the applicable laws and regulations.

If the employee is required to work off-site on an occasional basis, clean clothes shall be made available to him, which shall be kept on the Company's premises outside of working hours.

The Employer shall refund the cost of safety boots or shoes for employees whose job requires them up to a maximum of \$100 upon presentation of a receipt. These boots or shoes shall meet the CSA Class 2 standard. Said safety boots and shoes shall be replaced as needed.

16.06 The Employer shall adequately inform employees of the risks to which they are exposed on the job and shall provide training in accordance with the relevant laws and regulations. To this end, the Employer shall pay the Union's representatives on the Health and Safety Committee for training necessary to their role on the committee.

16.07 Industrial accidents and occupational diseases

- a) An employee who sustains an employment injury shall not be subject to any loss of salary on the day on which the accident occurred. If he is sent home, to the hospital or to a medical clinic, the Company shall pay the cost of return transportation. The same conditions shall apply in the event of a recurrence, relapse or aggravation. If the employee is incapable of making the trip alone, he shall be accompanied by a first-aid attendant or a member of the Health and Safety Committee and the Employer shall pay the cost of return transportation.
- b) Where an employee who has sustained an industrial accident or occupational disease is required, after his return to work, to return to the physician of his choice, the hospital or the CSST office for an examination or treatment, the cost of transportation shall be paid by the Company and the employee shall not incur any loss of salary. If the employee uses his own vehicle, the Company shall pay the difference for excess kilometrage between the rate in effect and that refunded by the CSST.

In the event of a contestation by the Company through an administrative review (AR) or the Commission des lésions professionnelles (CLP), the affected employee who is summoned to appear shall not incur any loss of salary. In the event of the replacement of the AR or the CLP by a new body, this paragraph shall apply to the latter.

- c) Upon his return to work following an employment injury, the employee shall return to the position held at the time he sustained his injury, with all the benefits and privileges to which he would have been entitled had he not sustained his injury, except where changes have been made in accordance with Article 12, as a result of

which the employee no longer has the seniority necessary to remain in his occupation.

- d) Where an employee who has sustained an industrial accident or occupational disease is required to meet with a representative of the Company in relation to his accident or occupational disease, he shall be accompanied by the health and safety representative or, in his absence, by a member of the Shop Committee.
 - e) All medical files of all employees shall be treated confidentially.
- 16.08 The CAW national health and safety coordinator for Local 2002 shall have access to all work areas on the company's premises as well as to all employees covered by this Agreement. However, he shall notify the Employer in writing of the date, time and reason for his visit.
- 16.09 The Company shall take all necessary steps to facilitate the employee's return to work following a medical leave covered by disability insurance or any other government body with the aim of accommodating the employee, provided that the attending physician confirms in writing the employee's date of return to work and his permanent functional limitations. These steps shall be carried out in the presence of the Union and shall include an analysis of the duties based on the employee's functional limitations, an evaluation of the possibility of modifying the workstation, adapting the tasks or transferring the employee to another occupation.
- The parties may, upon written agreement, waive the provisions of this Agreement and establish special working conditions in such cases.
- 16.10 In all cases of thunderstorm warnings where there is the threat of lightning, employees cannot work on the ramp until the warning has been cancelled.

Article 17 - Salary Rates and Classifications

- 17.01 All classifications and salary rates are set forth in Appendix "A" hereto, which forms an integral part of this Agreement.
- 17.02 Each employee shall be paid at the salary rate provided for in Appendix "A" in accordance with his seniority. Salary adjustments shall be made on each of the employee's anniversary dates.
- 17.03 a) Salaries shall be paid once every two (2) weeks by direct bank deposit, on the Thursday following the period worked, to all employees covered by this Collective Agreement.
- Errors of \$50.00 or more on the employee's pay shall be rectified within 48 hours of the employee's request for a correction.
- b) With each pay, the Employer shall remit to employees a separate detailed statement containing the following information:
- 1) employee's first and last name

- 2) the number of hours paid at the regular rate
- 3) the number of overtime hours paid
- 4) the employee's hourly rate
- 5) the amount of the gross salary
- 6) the nature and amount of the deductions made
- 7) the amount of net salary
- 8) bonuses or premiums
- 9) the number of overtime hours banked
- 10) Solidarity Fund
- 11) group insurance deductions (taxable benefits)
- 12) the number of days of paid personal leave accumulated

17.04 If, during the term of this Agreement, a new occupation is established or an existing classification is changed, the Employer shall forward a copy of the job description as well as the normal requirements of the job to the Union. At the request of the Union, negotiations shall be held to determine whether the occupation should be included in the bargaining unit. If the answer is yes, the parties shall reach an agreement on the job descriptions and the normal requirements of the job with a view to integrating the job description in Appendix "B" of this Agreement. The parties shall also establish a rate of pay for this occupation.

Failing an agreement on the salary rate and/or the job description, the matter may be referred to an arbitrator by means of the grievance procedure provided for in Article 10.

The salary established or decided by the arbitrator shall be paid retroactively to the date on which the occupation was established or modified, unless the arbitrator fixes a later date.

Appendix "A" shall be automatically modified to include the occupation and the corresponding rate of pay. The same applies with regard to Appendix "B" and the job description.

The salary rate established by the Employer or agreed to by the parties or determined by the arbitrator shall take into account the pay scale provided for in the Collective Agreement.

17.05 The provisions of Article 14 of the Agreement, "Vacancies," shall apply to new occupations established by the Employer.

17.06 a) Where an employee is asked by the Employer to perform work in an occupation with a higher rate of pay, he shall be paid at the rate of that classification.

b) Where an employee is asked by the Employer to perform work in an occupation with a lower rate of pay, he shall be paid at the rate of his regular classification.

Article 18 - Hours of Work

- 18.01 The Company recognizes that it will prioritize and maximize the use of full-time personnel for its regular operations. Part-time employees shall be used to meet the Company's operational needs.
- 18.02 a) The normal work week for a full-time employee shall be a minimum of thirty-five (35) hours and a maximum of forty (40) hours per week scheduled from Sunday to Saturday. Each employee shall be entitled to a paid meal period of at least thirty (30) minutes, to be taken approximately halfway through the work shift. The parties agree that split shifts shall be used as a last resort in the case of full-time employees.
- b) Shifts for full-time employees shall be based on days of 8 hours (5 days of work), 9 hours or 10 hours (4 days of work).
- c) The regular work week for part-time employees shall be a maximum of thirty-five (35) hours. Part-time employees are required to work shifts of a minimum of three (3) consecutive hours per day. The shifts of part-time employees shall be determined based on their seniority.
- d) In the case of part-time employees in the Passenger Service Department, the Employer shall give priority to the five-(5)-day work week. However, if the Employer is obliged to schedule a six-(6)-day work week, it shall automatically schedule a four-(4)-day week. This ratio shall be respected each time a six-(6)-day work week is scheduled.
- 18.03 When preparing the schedule, the Employer shall make every effort to ensure that all employees are entitled to two (2) full and consecutive days off per week. These days shall be determined by seniority during the establishment of the schedule.
- 18.04 Employees are entitled to one (1) paid rest period of fifteen (15) minutes for each regular day of work.
- 18.05 There shall be a rest period of at least eight (8) hours between the end of the last shift and the beginning of a new shift for all employees. This provision shall not apply in the case of a split shift on the same day.
- 18.06 The parties agree to set up a Shift Scheduling Committee composed of two (2) employee representatives appointed by the Union and two (2) representatives of the Employer. The mandate of this committee shall be to determine how to best schedule employees' shifts while taking into account the provisions of this Collective Agreement.

The employees selected to participate in this committee shall be given time off without loss of pay to carry out their duties, for a maximum of four (4) hours per week.

- 18.07 Schedule planning shall begin at least two (2) weeks prior to the implementation of the schedule. The schedule shall be valid for a period of two weeks unless there are changes in airline schedules. The Company shall meet with the Shift Scheduling Committee at the beginning of the bi-weekly process to validate the shifts scheduled. Following this meeting, the selection process shall commence with the posting of the schedule and the selection of employees. The committee shall submit the finalized schedule no later than 12 pm on the Thursday prior to the implementation of the schedule.
- 18.08 It is agreed that the mandate of the committee shall include ensuring that the schedule does not contain more than one split shift per employee per day and that full-time and continuous shifts are maximized. The committee can also make recommendations on the number of full-time and part-time schedules available.
- 18.09 Work schedules cannot be changed without the consent of the Union members of the Shift Scheduling Committee and the Employer's representatives. If employees exchange their shifts on an occasional basis, they must obtain permission from the Employer to ensure that the qualifications are maintained. If these changes are on a recurring basis, employees must notify the Shift Scheduling Committee and the Employer of the schedules.

Article 19 - Overtime

- 19.01 Any hours worked in excess of eight (8) hours per day or in excess of the scheduled shifts provided for in Article 18.02 b) or in excess of forty (40) hours per week or during a statutory holiday shall be considered overtime and shall be paid at one and one-half times the employee's regular hourly rate.
- 19.02 If an employee works overtime in a level higher than his own level, his regular rate of pay shall be increased to the higher level for the purposes of computing overtime.
- 19.03 An employee who works overtime shall be entitled to a paid rest period of at least fifteen (15) minutes if he is scheduled to work more than two (2) hours of overtime. This rest period must be taken within the two hours of overtime. In the event that the 15-minute rest period cannot be taken during the overtime, the 15 minutes shall be paid in addition to the overtime.
- 19.04 An employee who is recalled to work after leaving the Company's premises shall be paid at the overtime rate, but such compensation shall not be less than three (3) hours of pay at time and one-half.
- 19.05 Where unscheduled overtime is required, the Employer shall offer it on a voluntary basis in order of seniority among the employees present in the workplace who are capable of performing the work in question. If the number of volunteers is insufficient to meet the requirements, the Employer shall require the employees with the least seniority to work these hours. In this case, the employees shall not be required to work more than two (2) hours. If the overtime exceeds two (2) hours, the Employer shall find a replacement (on a voluntary basis). If no replacement is available, the employee required to work beyond the maximum of two (2) hours shall receive minimal compensation equal to four (4) hours paid at the rate of time and one-half

provided that the employee is working overtime in accordance with Article 19.01. If the employee is not working overtime in accordance with Article 19.01, the time worked beyond the two (2) hours shall be paid at time and one-half. It is understood that, to qualify for the conditions that apply after the period of two (2) hours referred to in this article, the employee must work at least thirty (30) minutes in excess of this period.

If the overtime is planned, the Employer can offer the work in order of seniority to the employees who are capable of performing the work in question, regardless of whether they are present in the workplace.

19.06 Overtime bank

- a) All employees shall have the option of accumulating their overtime in a time bank, up to a maximum of eighty (80) hours. Employees must notify the Employer of their choice by filling out the form "Banked Time." This form shall be filled out twice a year, once for the period of January 1 to June 30, and once for the period of July 1 to December 31. At the end of each period, any unused banked time shall be paid out to employees on the pay following the end of the accumulation period.
- b) Banked time shall be computed in the following manner:
 - For each hour of overtime accumulated, the employee shall be credited 1.5 hours in his bank.
- c) Employees can use their banked time for two (2) purposes:
 1. To obtain time off within their regular schedule. In this case, the employee must notify the Employer fourteen (14) days in advance or less, if the Employer agrees;
 2. To compensate for an insufficient number of hours of work within a given week, bringing their remuneration to a maximum of 40 hours. In this case, the employee must submit his request before the deadline for the submission of timesheets.
 3. Under no circumstances shall banked time be used to gain priority over other employees in matters of vacation or holidays.
- d) Employees shall be paid for all hours in their overtime buffer at the rate in effect at the time the hours are banked, regardless of whether there was a subsequent change in the rate.
- e) Banked time may not be carried forward from one accumulation period to another, but must be cashed out at the end of each accumulation period.

Article 20 - Statutory Holidays

- 20.01 a) January 1st;
Easter Monday;

Patriots' Day;
Quebec National Holiday;
Canada Day;
Labour Day;
Thanksgiving;
Remembrance Day;
December 25;
December 26.

- b) If a statutory holiday falls during an employee's vacation period or leave of absence, the employee must postpone the holiday to immediately after the period of leave.
 - c) If a statutory holiday falls on a day on which the employee is not scheduled to work, he shall be entitled to eight (8) hours pay at his regular hourly rate for this statutory holiday in addition to payment for the hours worked during that week.
 - d) If an employee is scheduled to work on a statutory holiday, in addition to compensation for his hours worked as provided for in Article 19.01, he shall be entitled to an additional eight (8) hours pay at his regular hourly rate by way of compensatory leave.
- 20.02 a) Statutory holiday pay for part-time employees shall be based on the number of hours obtained by dividing the total hours worked during the thirty (30) days preceding the date of the holiday by the number of days worked for each of the statutory holidays provided for in Article 20.01, subject to Quebec's National Holiday Act.
- b) All employees having more than 30 days of continuous service shall be eligible for the indemnity for statutory holidays provided for in these articles. An employee who does not have 30 days of continuous service is not entitled to the indemnity for statutory holidays, but if the employee is required to work on a statutory holiday, he shall be entitled to the payment provided for under Article 19.01 for the hours worked.

If an employee is laid off in the seven (7) days preceding a statutory holiday or recalled to work within the seven (7) days following a statutory holiday, he shall not lose his right to the advantages conferred by this article. In this case, he shall be entitled only to the indemnity for the statutory holiday.

Article 21 - Allowances and Premiums

- 21.01 A premium of \$0.35 per hour shall be paid to employees who work between 4:00 p.m. and 3:59 a.m.
- 21.02 Overtime hours worked on another shift shall be eligible for a change in the premium for the purposes of the application of Article 21.01.
- 21.03 The use of a personal vehicle for business travel is subject to the prior approval of the Company. In this case, the employee shall be entitled to a kilometre allowance based on the travel allowance rate established by Revenue Canada each year.

- 21.04 Where an employee is required to work outside of the establishment in the course of his duties and at the request of the Company, he shall be paid in accordance with this Collective Agreement, with the exception of meal and rest periods. For the purposes of this article, all hours that exceed the employee's travel time from his home to his normal place of work up to his arrival at the hotel, if applicable, or at the required location of the work if an overnight stay is not required, shall be paid at the applicable rate.
- 21.05 Where an employee is required to work outside of the establishment in the course of his duties and at the request of the Company, he shall be reimbursed by the Company for all reasonable expenses (travel, accommodation, parking) upon presentation of receipts.
- 21.06 In the case of outside travel, the employee shall receive a per diem of sixty dollars (\$60) (in a currency adjusted based on the destination) to cover meal expenses.

Article 22 - Paid Vacation

- 22.01 The reference period for the calculation of vacation pay is from January 1st of the previous year to December 31st of the previous year.
- 22.02 Where an absence due to an occupational illness, accident or injury has the effect of reducing the amount of annual vacation to which the employee would have normally been entitled had he been at work, the employee shall be entitled to the higher of the following two calculations:
 - 1. Total gross annual wages multiplied by the applicable percentage based on the number of years of service and provided for in the Collective Agreement;
 - 2. Total gross annual wages divided by the number of weeks worked during the reference year.
- 22.03 All employees who, at the end of the reference period, have less than one (1) year of uninterrupted service shall be entitled to one (1) day of vacation for every month of service, up to a maximum of ten (10) days of vacation, and vacation pay calculated at the rate of 4% of their salary. Employees having more than one (1) year of service shall have the following vacation entitlement:

1 year to 5 years	10 days	4% of earnings
6 years to 9 years	15 days	6% of earnings
10 years and over	20 days	8% of earnings
- 22.04 At the request of the employee, the weeks of vacation provided for in Article 22.03 can be divided into days. In this case, the amount of vacation pay payable shall be equal to the fraction of the percentage corresponding to one day of vacation (ex.: for an employee with 5 years of seniority, one day corresponds to 0.4%).

- 22.05 All employees who take full weeks of vacation shall be paid in accordance with the applicable percentage indicated in Article 22.03 based on their total gross earnings, including vacation pay received in the previous reference year.
- 22.06 Vacation choices must be made no later than April 1st of each year. The Employer shall post a vacation schedule at the beginning of January, on which employees shall select their desired weeks or days of vacation. Vacation choices shall be granted in order of general seniority in each department. Final confirmation of vacation periods shall be given by the Employer no later than April 15th of each year.
- It is understood that no more than 10% of full-time employees and no more than 10% of part-time employees within the same department can take their vacation at the same time. This ratio may be exceeded if the Employer consents, taking into account operational requirements.
- 22.07 An employee who has not submitted his choice of vacation by the prescribed deadlines may not assert his seniority for the purpose of displacing a vacation period chosen by another employee.
- 22.08 Vacation pay shall be paid in accordance with the normal payroll sequence provided for in Article 17.03.
- 22.09 In the event that an employee permanently leaves the service of the Company, he shall be entitled to compensation for any unused vacation days accrued up to the date of his departure in accordance with the provisions of this article.
- 22.10 An employee who is absent due to an occupational illness, accident or injury may choose his vacation period in accordance with his general seniority, provided that he has a medical certificate foreseeing his return to work prior to the period thus chosen and that he provides a copy of the medical certificate to the Employer upon submitting his vacation choice.
- 22.11 If an employee is on sick leave during his scheduled vacation period, he must, upon agreement with the Employer, postpone his annual vacation to a later date. An employee who has more than two (2) weeks of annual vacation may, in the case of illness, choose to have the additional weeks of vacation cashed out. If the employee becomes fit for work more than twelve (12) months after the end of the reference period, his vacation shall be cashed out, not postponed.

Article 23 - Special Leave

- 23.01 Bereavement leave
- a) Employees shall be entitled to three (3) days of leave with pay in the event of the death of a member of their immediate family. These days of leave must be taken within seven (7) days of the date of death. Employees must submit a certificate to qualify for this leave.

For the purposes of this article, "immediate family" shall include the employee's spouse or common-law spouse, father, mother (and their spouses), children or those

of his spouse or common-law spouse, grandchildren, brothers, sisters, grandparents, the father and mother of the employee's spouse or common-law spouse, and their spouse or common-law spouse, mother-in-law, father-in-law, brother-in-law or sister-in-law, and shall include any family member who resides with the employee or with whom the employee resides.

Upon request and in special circumstances, the employee may move one (1) or more of these days of leave to a date agreed upon with the Employer in the event that the funeral is not held during the period mentioned above or is held outside the province or country.

In the event of the death of the employee's spouse or common-law spouse, parents or children, the employee shall be entitled to two additional days of bereavement leave without pay.

23.02 Paid personal leave

- a) All employees who have completed their probationary period shall be entitled to four (4) non-cumulative days of "paid personal leave" for each year of the Collective Agreement.
- b) All employees shall be entitled to one (1) day of paid personal leave in each quarter provided that they have no incidents of lateness during that quarter.
- c) If an employee does not use all his paid personal leave days, the Employer shall pay out the unused personal leave days at the employee's regular hourly rate within twenty-one (21) days following June 1st of each year.
- b) The paid personal leave provided for under Article 23.02 a) can be used by employees for the following purposes:
 - i) In case of illness or an accident, provided that the employee notifies the Employer as promptly as possible that he is sick and unable to report to work;
 - ii) For personal reasons, provided that the employee submits a written request to his immediate supervisor at least five (5) days in advance;
 - iii) In any other circumstances subject to agreement between the Employer and the employee.

Paid personal leave shall be granted in order of seniority.

23.03 Birth or adoption

An employee is entitled to one (1) day of leave with pay on the occasion of the birth of his child or the adoption of a child.

The employee shall notify the Employer as promptly as possible.

- 23.04 An employee who is summoned to report for jury duty or subpoenaed as a witness in a court of justice in a case in which he is not a party, shall be paid by the Employer for each full or partial day spent in these duties if the employee would have otherwise

been scheduled to work for the Employer and does not work. The employee shall receive an amount equal to the difference between his regular earnings and the daily jury duty pay paid by the court (with the exception of travel allowances as reimbursement for his expenses).

23.05 In the event of federal, provincial or municipal elections, the Employer agrees to grant employees the time off necessary to exercise their right to vote in accordance with the requirements established by the applicable federal, provincial or municipal legislation, as the case may be.

23.06 The Employer may grant leave without pay for personal reasons to any employee who has acquired seniority rights and who submits a request to this effect. The request must be forwarded to the Employer in writing, with a copy to the Union, at least one (1) month before the commencement of such leave; this period may be reduced with the Company's consent or if circumstances prevent the employee from giving notice within this timeframe. It is understood that this leave shall not be granted for the purpose of testing a job with a new employer.

Where such leave is granted, it shall be for a minimum period of one (1) week and a maximum period of six (6) months. In the case of an unpaid leave for studies, the duration of the leave may be extended subject to agreement between the parties.

An employee on an unpaid leave of absence may return to work before the expiration of his leave provided that there is work available in his occupation and that the Union is notified immediately. The employee shall continue to accumulate seniority and to qualify for the Company's employee benefits during the period of unpaid leave.

Article 24 - Maternity/Paternity/Parental Leave

24.01 A pregnant employee who has completed six (6) months of continuous employment with the Company shall be entitled to maternity leave without pay up to a maximum of seventeen (17) weeks, which leave may begin not earlier than eleven (11) weeks prior to the estimated due date and end not later than seventeen (17) weeks following the actual date of birth. The employee must provide the Employer with a medical certificate certifying that she is pregnant.

24.02 An employee who has completed six (6) months of continuous employment with the Company shall be entitled to parental leave upon the birth or adoption of a child. The maximum duration of parental leave shall be thirty-seven (37) weeks and the leave must be taken starting on the day of the birth or adoption of the child (the day on which the child comes into the actual care of the employee).

24.03 Employees wishing to avail themselves of any of the leave provided for above shall notify the Employer at least four (4) weeks prior to the anticipated leave date and shall specify the expected duration of the leave. Following such notice, the employee may modify the duration of the leave by notifying the Employer in writing at least four (4) weeks in advance.

24.04 An employee may take time off from work without pay for a medical examination related to her pregnancy or for an examination related to her pregnancy conducted by a midwife.

The employee shall notify her Employer of when she will be absent as soon as possible.

24.05 At the end of the maternity, paternity or parental leave, the Employer must reintegrate the employee in her regular position with the same benefits, including the salary to which she would have been entitled had she remained at work.

If the employee's position no longer exists upon her return to work, the Employer shall grant the employee all the same rights and privileges to which she would have been entitled at the time of the elimination of the position had she been at work.

24.06 Where the Employer makes layoffs that would have included the employee had she remained at work, the latter shall retain the same rights as the employees actually laid off, notably with regard to the return to work.

Article 25 - Social Security

25.01 Group insurance

The Employer agrees to maintain the identical group insurance benefits for the duration of this Agreement unless the parties decide by mutual agreement to make changes thereto. A summary of benefits is found in Appendix "E" of this Agreement.

25.02 The Employer shall be the master policyholder and signatory of the insurance policy. However, the Employer agrees to provide the Union, at its request, with a copy of the following:

- The group insurance policy;
- Data on the use of the plan over the past year and/or previous years (premiums/benefits paid);
- Profile of claims paid by type of insurable medical and hospital coverage and dental care coverage;
- A record of rates for the previous three (3) years;
- A copy of the analysis of claims and of the specifications, where applicable.

25.03 The Employer shall pay fifty percent (50%) of the monthly group insurance premium for all employees eligible for coverage under the group insurance plan. However, employees (those hired prior to April 1st, 2011) whose employer paid 100% of the premium on the date of signing of this Agreement shall retain this vested right. On the other hand, in the event of any future improvements to the group insurance plan, the Employer's contribution shall be pay fifty percent (50%).

25.04 Full-time employees shall be eligible for group insurance without restriction. Part-time employees who work an average of less than thirty (30) hours per week are not eligible for the group insurance plan. For calculation purposes, the average is established on June 1st of each year by taking into account the average number of

hours worked over the 12 months preceding this date. All hours of vacation, illness or accident leave or other leaves provided for in the Collective Agreement shall be recognized as hours worked when calculating the average. For reference purposes, the number of hours worked by the employee having the seniority ranking just below the employee shall be used to establish the number of hours. If the employee does not maintain his average, he shall lose the right to group insurance coverage for the following year. In the case of a newly hired employee, the first calculation shall be made at the end of his probationary period and the second calculation shall be made on the June 1st following this first calculation.

25.05 Upon their enrolment in the group insurance plan, the Employer shall provide each employee with a booklet describing the benefits offered under the plan. In addition, ten (10) copies of this booklet shall be remitted to the Union. Employees shall be informed of any amendments to the plan.

25.06 Pension plan

The Employer agrees to establish payroll deductions for employees wishing to make voluntary contributions to the Fonds de Solidarité (Solidarity Fund).

Article 26 - Uniforms

26.01 The Employer shall provide all employees who have completed their probationary period with the following uniform items and shall replace them free of charge as required:

- Customer Service Agent
 - 5 shirts
 - 4 pants and/or skirts
 - 2 jackets
 - 2 scarves or ties
- Cabin Grooming Attendant
 - 3 shirts
 - 3 pants
- Station Attendant
 - 5 shirts
 - 5 long or short pants
 - 1 three-in-one coat (with 50% of the cost paid by the employee)
 - 1 raincoat

All new employees shall receive one complete uniform upon hiring.

Article 27 - Miscellaneous

- 27.01 The Employer shall provide one copy of this Agreement (pocket size) to each employee and to each newly hired employee. Twenty-five (25) copies of the Agreement shall be remitted to the Union following the signing of this Collective Agreement. These copies shall be distributed in pocket-sized booklet form.
- 27.02 Any correspondence or documents sent to the Union by virtue of this Agreement shall be forwarded to the president of the Shop Committee, with a copy sent to the following address:
- National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW-Canada)
5000 des Gradins Boulevard, Suite 110
Quebec City (Qc) G2J IN3
- This address may be changed by the Union upon simple written notice.
- 27.03 Any correspondence or document given pursuant to this Agreement shall be deemed to have been given and received on the business day following that on which they are deposited in the mail.
- 27.04 The Company and the Union may use a fax machine or email for their written correspondence. The parties acknowledge the legality of documents exchanged by these means.
- 27.05 Each employee shall be responsible for providing the Employer's Human Resources Department with his contact information, including his address, telephone number and family situation for income tax purposes, and for keeping such information up to date.
- 27.06 No special agreement between the Employer and an employee regarding working conditions provided for in the Collective Agreement shall be valid unless approved in writing by the Union.
- 27.07 Legislation superseding the Agreement
- It is recognized that any and all articles of the Collective Agreement that are in contravention of any provincial or federal law shall automatically become null and void, without affecting the validity of the other articles. Moreover, if any such law confers a superior right or benefit to that contemplated by an article of the Collective Agreement, the latter shall be automatically amended mutatis mutandis.
- 27.08 All forms, registers and reports used in the application of this Collective Agreement shall be subject to the agreement of both parties.
- 27.09 The Company shall provide its employees with all the equipment deemed necessary to carry out their work.
- 27.10 The Company shall provide all employees returning to work following sick leave, unpaid leave or leave for union business pursuant to this Collective Agreement with any formal training necessary to carry out the duties of their position that they may have missed during their leave.

27.11 All appendices and letters of understanding included in the Collective Agreement form an integral part thereof and are subject to the grievance procedure in the event of disagreement.

Article 28 – Duration and Renewal

28.01 This Agreement shall enter into force on June 3rd, 2012 and shall terminate on May 31st, 2015.

28.02 In the four (4) months preceding the expiry date of this Agreement, either party may inform the other party in writing of its intention to terminate or amend it or to negotiate a new collective agreement.

28.03 Where notice is given pursuant to Article 28.02, the two (2) parties shall meet, to the extent possible, within twenty (20) days following the notice or within a timeframe agreed upon by the parties in order to commence collective bargaining.

28.04 Where notice is given pursuant to Article 28.02, this Agreement shall be considered an interim agreement from its expiry date up to the date on which the right to strike or lock-out is acquired. If the parties do not assert their right to strike or lock-out upon acquiring this right or subsequently, this Agreement shall serve as an interim agreement until such time as a new collective agreement is signed.

THE PARTIES SIGNED, in Quebec City on this ___th day of June 2012.

SERVISAIR INC.

**THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF
CANADA (CAW-CANADA)**

Amélie Crouzat, HR Director, Canada

Martin Lambert, CAW National Representative

Lia Tapezzieri, General Manager

Jean-Philippe Durand, Shop Committee President

Abdelkrim Bendahou, Station Manager

APPENDIX "A"

SALARY RATES AND CLASSIFICATIONS

Department	Occupation
<i>Passenger Service</i>	Customer Service Agent
	Operations Agent
	Customer Service and Operations Agent
<i>Ramp</i>	Station Attendant
	Station Lead
<i>Cabin Grooming</i>	Cabin Grooming Attendant
	Department Head

Pay progression for full-time and part-time employees shall be on the basis of continuous service as follows. The rate change shall be applied on each anniversary date:

Length of service	Hourly rate
Hiring	\$10.75
After 6 months	\$11.25
After 12 months	\$11.75
After 24 months	\$12.50
After 36 months	\$13.45
After 48 months	\$14.35
After 60 months	\$15.30

Employees who are off the salary scale due to the fact that their salary is higher than the rate provided for in this appendix shall receive a lump-sum payment equal to 2.5% of their hourly rate for each regular hour of work, including training time, vacation and statutory holidays. This lump-sum payment shall be paid at the same time as the employees' regular pay on their anniversary date. Employees who have reached the highest level in the salary scale shall be entitled, after a period of twelve (12) months at this level since their anniversary date, to the same lump-sum payment as off-scale employees. Only active employees shall receive this lump-sum payment. Non-active employees shall receive it upon their return to work.

Employees holding the following positions shall be entitled to a premium for each hour worked in their function:

Occupation	Premium
Operations Agent	\$1.00/hour
Customer Service and Operations Agent	\$1.50/hour
Station Lead	\$1.50/hour

APPENDIX “B”

JOB DESCRIPTIONS

Customer Service Agent

1. Provide information to the public and answer telephones in accordance with the policies established by the airline and/or the Company.
2. Check in passengers for boarding and perform all related duties.
3. Perform boarding gate duties, as required, including operation of passenger boarding bridges and aircraft doors.
4. Oversee the disembarkation of passengers from the aircraft through the airport facilities and services, and perform all related tasks.
5. Use the computer systems and fax machines of the Company and those of its clients.
6. Track lost baggage and perform related tasks in accordance with the procedure established by the Company or the client.
7. Perform certain weight and balance tasks in accordance with the procedure established by the Company or the client.
8. Perform cashier and ticketing tasks in accordance with the procedure established by the Company or the client.
9. Perform the duties of a reservation agent and related tasks, in accordance with the procedure established by the Company or the client.
10. Report all incidents to the Customer Service and Operations Agent or the Passenger Service Department Head.
11. Complete the incident or accident report where required.
12. Process in-transit and connecting passengers.
13. Attend to passengers with reduced mobility or special needs.
14. Carry and operate a radio as required.
15. Responsible for taking and keeping up to date on web-based training.

Customer Service and Operations Agent

1. Perform all the duties of a Customer Service Agent in addition to the following tasks:
2. Ensure communications with the airlines.
3. Take an inventory of the supplies provided by the airline.
4. Prepare reports on ticket sales.
5. Order supplies as necessary.
6. Issue memos on airline policies in collaboration with the Passenger Service Department Head.
7. Prepare cash deposits.

8. Plan flight schedules and forward the information to the persons responsible for program development.
9. Report any incident related to the processing of passengers.
10. Ensure that incident and accident reports are completed as required.
11. Responsible for taking and keeping up to date on web-based training.
12. Report all incidents to the Customer Service Supervisor and/or the Operations Agent.
13. In the event of any delay, coordinate with the Operations Agent.

Operations Agent

1. Convey and respond to the public's needs by operating the Employer's telephone system.
2. Forward calls to the appropriate persons.
3. Monitor flights, check information, manage and forward all messages concerning scheduled traffic and any irregularities to the appropriate persons.
4. Communicate with the crews (via VHF) in order to respond to their needs.
5. Perform monthly flight management on the bulletin boards and in the Ground Handling System (GHS).
6. Implement invoicing in the GHS.
7. Manage service requests via email or telephone and verify the feasibility of said requests with supervisors.
8. Send various reports to the appropriate companies.
9. Perform certain weight and balance tasks in accordance with the procedure established by the Company or the client.
10. Manage all communication with third parties and forward the information to the appropriate departments or airport authorities.
11. Responsible for taking and keeping up to date on web-based training.
12. Print flight plans and verify GENDECs.
13. Coordinate with the Customer Service and Operations Agent and the Ramp Supervisor in the event of any delays, analyze the cause and make recommendations.

Station Lead

1. Perform all duties of his occupation, in addition to the following tasks:
2. Assign the work to be performed by the employee group within the same occupation and provide them with the instructions necessary to perform said work.
3. Ensure that the necessary tasks are performed within the timeframe prescribed by the different clients.
4. Responsible for handling the flights assigned to him.
5. Ensure that incident and accident reports are completed as required.

6. Responsible for determining the appropriate work procedure based on client requirements and in accordance with Servisair procedures.
7. Requisition the necessary tools, material, equipment and services.
8. Coordinate, inspect and log the work performed by his group.
9. Complete the documents necessary for the work of his group.
10. Use various communication tools in order to carry out these tasks.
11. Report any irregularities or malfunctions to the supervisor on duty.
12. Responsible for taking and keeping up to date on web-based training.

Station Attendant

1. Clean aircraft interiors or customer equipment related to operations as required.
2. In winter, perform operations such as de-icing.
3. Load and unload baggage, cargo and mail and deliver it to the designated destinations.
4. Service water and lavatory systems of all aircraft.
5. Operate equipment and vehicles, including loading bridges owned by the Company or its contracted customers.
6. Operate, position, remove, connect and disconnect ground power and air start units and heating systems.
7. Perform aircraft towing manoeuvres.
8. Operate the aircraft ground communication system.
9. Perform the functions of aircraft marshaller.
10. Follow customer procedures related to baggage and equipment.
11. Transport employees and customers as required.
12. Perform filling operations on glycol trucks.
13. Perform fuelling operations on equipment.
14. Complete incident and accident reports as required.
15. Carry and operate a radio as required.
16. Comply with the instructions of the Station Lead.
17. Responsible for taking and keeping up to date on web-based training.

Cabin Grooming Attendant

1. Perform cabin cleaning in accordance with the established contracts.
2. Carry out aircraft checks in accordance with requirements.
3. Sign the check sheet and coordinate with the leads for the installation of seals, whether the aircraft is towed or not.
4. Prepare cabin service kits.

5. Prepare linen kits.
6. Restock cleaning products.
7. Perform all other duties related to the job classification.
8. Performs aircraft "checks" in accordance with the procedures established by the applicable legislation.
9. Arrange magazines as required.

For all the occupations listed above, employees must perform their duties in accordance with the established procedures.

The duties mentioned in the above job descriptions are required but not exhaustive.

Employees may be called upon to perform any other duty related to their occupation.

APPENDIX “C”

EARLY RETIREMENT

The Employer and the Union agree to establish an early retirement program harmonized with the Régie des rentes du Québec (RRQ) (Quebec Pension Plan) in accordance with the following terms and conditions:

1. Early retirement is available to employees aged 60 years and over.
2. To avail themselves of this program, employees must submit a written request to the Employer. Following the employee's request, the early retirement shall commence on a date agreed to by the employee and the Employer, but this date shall be no later than two (2) months after the employee's request.
3. The employee's work week shall be reduced by one (1) or two (2) day(s) per week.
4. If more than one employee within the same department takes early retirement, the choice of days off shall be made in order of seniority; once this choice has been made, it cannot be revoked unless an agreement is reached between the parties.
5. The day(s) off to which the employee is entitled under the early retirement program shall not affect the number of employees entitled to vacation.
6. Statutory holidays and leaves of absence shall be paid based on a percentage corresponding to the number of days worked per week. Statutory holidays and days of leave cannot be carried forward and shall be payable even where they coincide with the employee's day off as provided for under this program.
7. The Employer shall maintain its contribution to the group insurance plan.
8. Overtime worked by an employee on phased retirement shall be paid in accordance with the provisions of the Collective Agreement.
9. An employee on phased retirement cannot be considered for overtime when he is on a day off by virtue of this program.
10. For the purposes of the annual vacation of employees who avail themselves of the present program, one week of vacation shall correspond to five (5) working days.

APPENDIX "D"

OCCUPATIONAL TRAINING

In keeping with their understanding of the concept of quality of customer service and operational efficiency, the Company and the Union recognize that employees are the most important resource in achieving its objectives and continuously improving the efficiency of its operations.

Accordingly, the parties recognize the need for employees to improve their knowledge and skills through training and acknowledge its importance for their personal fulfillment, their job security and the competitive position of the Company.

Now therefore, the parties have agreed as follows:

- 1) Training shall be provided to employees during working hours without loss of pay for the employee. In all cases of training, the Collective Agreement shall apply, along with all related benefits.

If the parties agree that a course or a portion of a course needs to be taken outside of working hours, the employees concerned shall be paid for these hours spent in training. Subject to agreement between the Union and the Employer, the parties are also free to depart from the schedules provided for in the Collective Agreement in order to allow for the provision of training.

- 2) Trainers:

It is agreed between the parties that the Company needs internal trainers in order to ensure the maintenance and development of knowledge and skills within its workforce. The Company's lead trainers shall be excluded from the bargaining unit. There shall be a maximum of one (1) lead trainer per department.

However, the parties agree that the lead trainers can be provided with substitute trainers who shall be appointed in each department and who shall remain members of the bargaining unit. The substitute trainers shall be appointed by the Employer taking into account training needs. Their function is to assist the lead trainers.

Substitute trainers may be required to change their work schedule in order to meet training needs. In this case, the Collective Agreement shall apply during transfers.

The substitute trainer shall be given leave from his normal obligations for the duration of the training.

For each hour spent in the provision of training, the employee who has been appointed as a substitute trainer shall receive a premium of one dollar (\$1) per hour, which is also payable in overtime, over and above any other premium to which the employee may be entitled under this Collective Agreement.

- 3) Employees wishing to upgrade their skills on their own time may submit a written request for financial assistance to the Company. If the request is accepted, the cost of training shall be reimbursed in accordance with the Company policy.

APPENDIX "E"

GROUP INSURANCE

All employees shall, upon request, receive a copy of the booklet "Summary of Insurance Policy No. 54321 and 23221." This booklet forms an integral part of this Agreement.

The following is a summary of the changes to benefits:

Eligibility

Employees must have completed their probationary period. Full-time employees are eligible for group insurance without restriction. However, part-time employees must maintain an average of thirty (30) hours a week over the previous twelve (12) months to be eligible for the group insurance plan.

Life and AD&D insurance

- Based on the annual salary rounded up to the next \$1,000
 - \$5,000 for the spouse
 - \$2,500 for the children

Short-term disability plan

- Benefits equal to 66.67% of weekly salary
- Maximum of \$1,000
- Duration: 17 weeks
- Waiting period:
 - ⇒ Accident = 0 days
 - ⇒ Illness = 7 days
 - ⇒ Hospitalization (including day surgery) = 0 days

Long-term disability plan

- Benefits equal to 66.67% of weekly salary
- Waiting period of 17 weeks

Hospital and medical insurance

- Deductible of fifty (50) cents per prescription
- Deductible of twenty-five (25) dollars for individual coverage and fifty (50) dollars for family coverage for other medical services and materials. The annual maximum increases to \$500 for all paramedical services.
- 80% reimbursement of the normal cost of prescription drugs based on the current prescription drug fee schedule.
- Direct payment card for prescription drugs
- \$200 for vision care (glasses, contact lenses, etc.) for a period of 24 months

Dental insurance

- 80% reimbursement of the normal cost of dental care as established by the current fee schedule, up to a maximum of \$1,500 per year.

The Employer and the Union agree to conduct an evaluation of the tax implications of the insurance policy in order to determine a more advantageous fiscal scenario for the parties. This evaluation will be conducted in the year following the signing of the Agreement.

APPENDIX "F"

WORK PERFORMED BY EMPLOYEES IN THE CABIN GROOMING DEPARTMENT

The parties agree to establish specific working conditions for employees in the Cabin Grooming Department.

Accordingly, it is agreed that the starting salary of employees in this department shall be \$10.15 per hour.

This salary rate shall be increased by 2.5% for each year of the Collective Agreement, starting in the second and third year of the Agreement.

Employees who perform the duties of "Department Head" shall be paid a salary rate of \$3.00 per hour more than the basic rate of employees in this occupation. This salary rate shall be increased by 2.5% for each year of the Collective Agreement, starting in the second and third year of the Agreement.

LETTER OF UNDERSTANDING #1

Between: **SERVISAIR INC.**
100 Alexis Nihon, Suite 400
St-Laurent, Quebec
H4M 2N9

Hereinafter referred to as “the Company,” “Management” or “the Employer”

AND: **THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

Hereinafter referred to as “the Union”

SUBJECT: Skills development in the Passenger Service Department

Further to discussions held during the negotiation of the collective agreement, the parties agreed that developing the skills of employees in the Passenger Service Department is an important challenge for ensuring the job security of the employees in this department.

In order to meet this challenge while ensuring better respect for seniority in the awarding of positions of Customer Service and Operations Agent and in the preparation of work schedules, it is agreed that the Employer will favour seniority when awarding training opportunities offered by the airlines served by the Employer.

Accordingly, employees with no training on airlines at the time of signing of the Collective Agreement will be granted priority for any basic training offered by the airlines.

Whenever offers of training become available, the Employer shall post them on the bulletin board and the interested employees shall apply in writing. Seniority shall be the only criterion considered when selecting employees to receive the training.

In the event that an employee refuses such training, he cannot subsequently claim any of the advantages or privileges that such training would have entitled him to. He may, however, apply for any future training opportunities that arise.

The parties recognize that the objective of this letter is to improve, by the time this Collective Agreement expires, the versatility of Customer Service and Operations Agents over several airlines, thereby ensuring better respect for seniority.

This letter forms an integral part of the Collective Agreement and any dispute related to its application may be referred to the grievance procedure.