COLLECTIVE AGREEMENT
No. 9

Between

Servisair Inc.
Passenger Service Agents
Vancouver

(hereinafter referred to as the "Company")

and

UNIFOR
and its Local 2002

(hereinafter referred to as the "Union")

2014-2017

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ARTICLE 1 - PREAMBLE & PURPOSE

1.01

This Agreement is made and entered into by and between Servisair Inc., hereinafter referred to as the "Company" and Unifor, Local 2002, hereinafter referred to as the "Union".

1.02

The purpose of the Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

1.03

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

1.04

It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

1.05

It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 23.

1.06

Prior to any change(s) in Company Rules and Regulations, Policy, plans or benefits being made which may adversely affect employees covered by the terms of this Collective Agreement, the Company will consult with the Union. Should benefit premiums be predicted to increase, the Company agrees to notify the Union and to meet in order to review alternatives.

ARTICLE 2 - DEFINITIONS

2.01

Agreement - means the Collective Agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.

2.02

Company - means Servisair Inc. as represented through Officers and Management at various levels or their delegated representatives.

2.03

Employee - means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.

2.04

Lock-out - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another Employer to compel its employees to agree to terms or conditions of employment.

2.05

Strike - means 1) a cessation of work, or 2) a refusal to work, or 3) a refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production or services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another Employer to agree to terms or conditions of employment of their employees, and "to strike" has a similar meaning.

2.06

Union - means Unifor and its Local 2002.

ARTICLE 3 - UNION RECOGNITION

3.01

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Servisair Inc..classified as all passenger service agents employed by Servisair Inc., at the Vancouver International Airport, Richmond, British Columbia, excluding office staff, managers, supervisors and those above the rank of supervisors

3.02

The Company will not schedule non bargaining unit employees to perform the duties of any employee covered by this Agreement except due to unforeseen operational requirements or where a situation requires immediate action which could not be planned for nor reasonably predicted.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

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

(a) To maintain order, discipline and efficiency, and

(b) To hire, classify, direct, transfer, promote, demote, lay off or dismiss employees for just cause.

(c) To operate and manage its business in all respects in accordance with its obligations, the whole in accordance with, and not incompatible with any of the provisions of this Agreement. The Company agrees to give written notice five (5) days before it intends to make any change in Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union.

(d) The foregoing Statement of Rights of Management and of Company functions are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, powers and authority the Company had when there was no Agreement are retained by the Company.

4.02

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

ARTICLE 5 - MINIMUM RATES OF PAY AND PREMIUMS

5.01

A) The following rates will be applicable to all employees as of the date of ratification:

Length of Service	$
Start	$10.50
6 months	$10.87
12 months	$11.28
18 months	$11.70
24 months	$12.89
3 years	$13.63
4 years	$14.37
5 years	$15.38
6 years	$16.29

5.02

The following premiums shall be paid:

(a) Leads $1.25 per hour.

(b) Operations Agent $2.00 per hour.

(c) Temporary Instructors $1.00 per hour.

(d) Baggage Agents $2.00 per hour.

(e) Flight Coordinators $2.25 per hour

(f) Scheduling Coordinator (s) Premium for two (2) Coordinators: $2.25 per hour.

(g) Ticketing $2.00

5.03 Shift Premium:

The Company will pay a shift premium of forty-five cents (0.45) per hour for shifts commencing on or after 2200 hours up to and including 0400 hours.

ARTICLE 6 - BENEFITS

6.01

The Company shall provide the basic coverage under the British Columbia Medical Plan.

6.02

The Group Insurance Programme shall be as follows:

(a) Life Insurance:

Full-time $50,000.00
Part-time $25,000.00

(b) Accidental Death & Dismemberment:

Full-time $50,000.00
Part-time $25,000.00

(c) A disability plan which provides for weekly indemnity based on seventy-five percent (75%) from the first day of accident and fourth day of illness, for a maximum of fifty-two (52) weeks.

(d) Prescription drug coverage, employees and family: 100%.

(e) Semi-private room coverage in the event of hospitalization.

(f) Dental Plan

Type A & B:	(100%) basic coverage for extractions, fillings, x-rays and preventative coverage.
Type C:	80% coverage - yearly maximum $1,500.
Type D:	50% coverage - children under 19 yrs - lifetime maximum of $2000.

(g) Dependant's Life Insurance for spouse and for children at least fourteen (14) days of age ($1,000.00 and $500.00 each respectively).

(h) Vision Care - coverage for corrective lenses to a maximum of $300.00 in a twenty-four (24) month period, for employee and family members.

6.03

(a) Full-time employees shall become eligible for this benefit, at no cost unless otherwise noted, on the first day of the month following completion of the probation period. Dental Plans Types C & D will be on a 50/50 cost share basis.

(b) Part-time employees shall be eligible for all the above mentioned coverage, with the sole exception of 6.02 (c) on completion of twelve (12) months service with the Company based on a cost sharing of fifty percent (50%) paid by the employee.

On the completion of twenty-four (24) months service the Company will provide single coverage under the BC Medical Plan and a 50/50 cost sharing for the difference between single and couple or family coverage.

On the completion of sixty (60) months service the cost sharing on the services in 6.02, with the exception of 6.02 (c), will be seventy-five percent (75%) of the individual coverage paid by the Employer to a maximum of seventy dollars ($70.00) per month and twenty-five percent (25%) paid by the employee, with the employee continuing to pay fifty percent (50%) of the difference between individual and family coverage.

(c) Any part-time employee may elect to opt out of the above coverage and if so elects will only be covered for B.C. Medical, Life and AD&D on the same 50/50 cost sharing.

(d) Eligible part-time employees who work (40) hrs per week for four (4) consecutive weeks in a calendar month will qualify to have full-time benefits as described in 6.02 and 6.03 (a) for the following month. Scheduled hours include bid hours, assigned hours, additional hours, overtime and shift trades of equal hours or shift trades which do not place the employee below the 40 hour threshold.

6.04

Group Insurance will terminate on the last day of employment.

6.05

All employees must maintain their group insurance premium payments to current status while absent from the work place for any reason. Failure to pay premiums on time will result in the termination of benefits.

6.06 Dental Plan Fee Schedule

The Company will provide coverage on the current year's Dental Association Fee Schedule.

6.07 Sick Leave

The Company agrees to pay sick leave as follows:

(a) All employees with seniority in excess of one (1) year shall be eligible for five (5) days sick leave per year paid at seventy-five percent (75%) of the day's wages. The applicable sick pay for part-time employees will be seventy-five percent (75%) of the hours the employee would have worked on the day(s) taken as sick days. These sick days will be per calendar year.

For the purposes of payout only, full-time employees will be credited at eight (8) hours per day and part-time workers will be credited at four (4) hours per day.

(b) Unused sick leave credit may be accumulated and carried over to the following year to a maximum of ten (10) days or at the employee's option be paid out at seventy-five percent (75%) at the end of each calendar year.

(c) Employees will be permitted to use their sick days as family responsibility days to care for an immediate family member, i.e. spouse, child, parent and parent-in-law.

6.08 Pensions/RRSP

(a) After two (2) years of service the Company will match employee contributions up to thirty-five dollars ($35.00) per month. The RRSP Plan will be set up through Sun Life.

(b) On December 31 of each year, employees will have the ability to transfer money from their hourly overtime bank into their RRSP as an extra voluntary contribution. Such transfers shall be made pursuant with the requirements of the applicable pension plan and the Income Tax Act.

ARTICLE 7 - HOURS OF WORK

7.01

Unless otherwise specifically addressed, and subject to the Canada Labour Code, nothing in this Article shall be construed as a guarantee of or a limitation on, the hours of work per day or per week.

7.02

The Company agrees to staff its operations with full-time employees whenever a reasonable degree of employee utilization can be achieved. It is recognized, however, that the use of part-time employees may be desirable due to the varying work loads.

In order to create and/or maintain full-time jobs in the Customer Service Classification, the parties agree that the shifts may be created with an extended meal break. This break will be unpaid and no longer than ninety (90) minutes in duration. Shifts with extended meal breaks may only be created by mutual agreement between the Company and Union.

7.03 Full-time Employees

(a) The standard work week for full-time employees shall consist of forty (40) hours to be worked in a manner to best meet the Company contractual commitments. A standard work day shall consist of eight and one half (8½) hours including a thirty (30) minute unpaid meal break each day and may include split shifts. The work day may be increased to nine (9) hours inclusive of a one (1) hour meal break at the discretion of the Company as required to meets its operational requirement.

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

(i) five (5) consecutive 8½ or 9 hour days followed by two (2) days off consecutive where possible

(ii) four (4) consecutive 10½ or 11 hour days followed by three (3) days off of which two (2) must be consecutive

(iii) four (4) consecutive 12 or 12½ hour days followed by four (4) consecutive days off

(iv) six (6) consecutive 8½ or 9 hour days followed by three (3) consecutive days off

(v) 4/3 and 3/4 rotating shift

(vi) four (4) consecutive days followed by two (2) days off

Shifts will only be introduced where there is sufficient employee interest and the shift meets the Company's requirements.

(b) When split shifts are resorted to, the work day cannot exceed twelve (12) hours and will have only one (1) break between shifts.

(c) An employee who is scheduled to work a standard full-time working day shall be scheduled to take a meal break starting from the end of the third (3rd) hour and before the end of the sixth (6th) hour of the shift. Employee shifts longer than the standard working day will have their meal break assigned to commence between the fourth (4th) and seventh (7th) hour of their shift. Meal periods will be free of all duties. Should an employee be unable to take their meal break during these times they shall be paid at the rate of one and one half (1½ x) their regular hourly rate for the meal period.

Should any employee in Operations be required by the Company to remain in radio contact with his/her office during his/her meal break, he/she will be paid at straight time rates for his/her scheduled meal break.

7.04 Part-time Employees

(a) Part-time employees shall be paid a minimum of four (4) hours for each shift worked.

(b) Subject to operational requirements part-time shift schedules will be built to provide twenty (20) hours per week on a regular basis. This shall not be construed as a guarantee of hours of work per day or per week.

(c) Where possible days off for part-time employees will be consecutive.

7.05 Rest Breaks

(a) At the discretion of the Company employees scheduled to work four (4) hours may receive an unscheduled rest break.

(b) Employees who work more than four (4) hours in a day will be entitled to an unscheduled fifteen (15) minute paid rest break as follows:

5 hours - 8 hours = 1 break
Shifts in excess 8 hours = 2 breaks

7.06 Shift Schedules

(a) The Company, in conjunction with a Shift Scheduling Committee appointed by the Union, will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline schedules. The seniority of employees will be considered when scheduling hours of work.

(b) All work schedules will contain a period of not less than ten (10) consecutive hours off duty between the last shift worked that day and the commencement of the next day's shift.

(c) There will be two (2) types of shift schedules:

(i) Full-time employees who bid in accordance with 7.07(a)

(ii) Part-time employees who bid monthly in accordance with 7.07(b)

7.07 Shift Development & Bidding

Employees will bid their shift schedule according to seniority, status and qualifications. If an employee's new schedule conflicts with his/her previous schedule, due to a shift bid, the Company may alter the shift or utilize relief provided it does not reduce the hours of the originally scheduled employee. If the Company is unable to resolve the conflict the affected employee will receive minimum rest as outlined in Article 7.11. Employees who are required to work seven (7) consecutive days will receive overtime rates for their seventh day of work. Employees will not be denied the right to bid for any airline pool unless there is a bona fide reason.

(a) Fixed Shifts

(i) Twice each year, at least fourteen (14) days prior to the airline schedule change, the Company and Union Shift Committee will meet to discuss the manpower for the next six (6) months.

(ii) Shift schedules will indicate the start and stop times and days on/off.

(iii) Shifts will be finalized seven (7) days prior to implementation.

(iv) Shifts may be subject to rebid, in accordance with the above, to address operational requirements that result in permanent changes to the schedule.

(b) Preferential Bid System

The Company and the Union agree to two (2) trials of two (2) or three (3) months each.

Upon completion of the second trial, the Company and the Union will set a date for a vote within 30 days. The result of this vote will determine if shift schedules will be developed for one (1) to three (3) month periods, or on a monthly basis (the “Bid Periods”).

The Company and Union Shift Committee will meet to discuss the manpower and will have input into the shift requirements.

The Company and the Union will work together during the bidding process.

When the schedule has been assigned, in the event of flight schedule cancellation or alternate, the following will be the process:

The employee will be paid his/her regular rate of pay for the hours taken off if the hours cannot be replaced within thirty (30) days. The employer shall ensure that when replacing the hours, they will be given no less than four (4) hour blocks, and will respect the regulations set in Articles 7.09 and 7.12 as well as not incurring overtime (i.e. the employee will not be required to work in excess of eight (8) hours a day or forty (40) hours per week).

The purpose of the preferential bid is to allow employees to select their shifts and to maximize the number of hours they work while providing a minimum threshold.

The Union and Company agree to a preferential bidding system so that each employee is awarded their choice of shifts, days off or other duties specified by the Company in accordance with their seniority and qualifications as detailed in these scheduling rules.

Employees will be required to be trained on a minimum of one (1) scheduled carrier and Servisair DCS.

To be considered qualified to work in an airline pool employees must be trained and work a minimum of four (4) shifts a month to remain current.

(i) Work available for a preferential bid will consist of, but not limited to, annual vacation, extended vacation, banked time, training requirements, leave of absence and available shifts.

(ii) Duties and work schedules bid by seniority preference will be available to employees for bidding purposes at least fifteen (15) days prior to the first day of each month.

(iii) Employees will complete the bidding process nine (9) days prior to the first day of each month.

(iv) Work schedules will be posted no later than five (5) days prior to the first day of each month.

(v) All days in a Bid Period that are scheduled days off (i.e. vacation, overtime bank, training, leave of absence) will be placed on the employee's schedule prior to bidding any work. Such days are not available for any assignment by that employee.

(vi) Employees shall select shifts for which they are qualified up to twelve (12) hours per day and forty (40) hours per week. Employees must bid a minimum of sixteen (16) hours per week. See note *

*with the exception of those employees who choose to alter their minimum hours as per LOU 8.

(vii) No part-time employee shall schedule themselves more than five (5) days per week. The work week will be defined as Sunday to Saturday (to meet pay periods).

(viii) A shift will be a minimum of four (4) hours.

(ix) Shift schedules must contain at least ten (10) hours off duty between the last shift worked that day and the commencement of the next day's shift.

(x) Employees may bid a maximum of two (2) shifts per day. If split shifts are worked, there must be a minimum of one half (½) hour between shifts. This only applies when an employee is working for two (2) different carriers in the same day.

(xi) At the end of the bidding process work assignments not selected shall be assigned in reverse order of seniority to qualified, eligible employees in accordance with all scheduling rules. When assigning shifts, employees will be given two (2) consecutive days off and a minimum of sixteen (16) hours per week.

(xii) Ad hoc work which becomes available after the shift schedule has been posted will be filled in accordance with Article 7.10.

7.08 Full-time Relief – Operations and Baggage

(a) Subject to operational requirements, the Company shall provide full-time relief agent(s) for Operations and Baggage. Where full-time relief agents are not required the shifts will be bid in accordance with 7.07(b)

(b) These full-time relief agents will work in the designated area and shall cover vacation, overtime bank, voluntary leave of absence, WCB, Weekly Indemnity, maternity/child care leave, adoption leave, parental leave, union leave, modified return to work, jury duty and training in addition to operational coverage as required.

(c) Relief shifts will be created after all agents have bid the fixed shift schedule.

(d) Relief shifts will be posted and bid twenty-four (24) hours after the monthly shift bid has been completed. Relief may bid by memo or phone.

(e) Relief employees will be given forty-eight (48) hours notice prior to the start of the new schedule.

(f) With the exception of shift changeover, relief schedules will be posted and bid by seniority preference at least fifteen (15) days prior to the first day of each month.

(g) Employees will complete the bidding process within twenty-four (24) hours. Relief employees may bid by memo or phone.

(h) Work schedules will be posted at least seven (7) days prior to the first day of each month.

7.09 Schedule Changes

(a) Airline Schedule Changes:

(i) The Company may alter the schedule to accommodate minor airline schedule changes and changes in customer requirements. Where there is seven (7) days advance notice, additional shifts will be posted in accordance with 7.10. The twenty-four (24) hours notice applies to assignment of these shifts.

(ii) The Company must provide twenty-four (24) hours notice of the change.

(iii) If twenty-four (24) hours notice is not given by the Company then the rescheduled employee shall receive one and one half times (1

½ x) their regular rate of pay for any additional hours and for any shift which is changed from their regular schedule. An employee shall be paid his/her regular rate of pay for any shifts, inclusive of any previously awarded overtime, that are cancelled in the absence of twenty-four (24) hours notice.

(b) Training:

(i) The Company may alter the schedule to accommodate training which is requested by the Customer and cannot be delayed until the next schedule. These hours will be posted in accordance with 7.10.

(ii) The Company must provide seven (7) days notice of the change.

(c) Other Changes (eg. WCB, Vacation, LTD):

Any other changes must be made prior to the implementation of the original monthly schedule or offered as additional hours in accordance with Article 7.10.

7.10 Additional Hours

(a) The Company may offer additional hours to cover any operational requirement which was not known at the time that the schedule was bid with the sole exception of Article 7.08(b).

(i) No employee shall be compelled to work extra shifts he/she is not able to work due to other commitments, i.e. school or another job etc.

(ii) Additional hours will be posted on Company bulletin boards. Employees who wish to work the additional hours will sign up by the closing date.

(iii) Additional hours will be offered in seniority order to qualified employees who have signed up to work and will not incur overtime.

(iv) If these shifts still cannot be filled the Company can assign in reverse order of seniority to employees who are qualified and not scheduled to work those hours.

(v) An employee assigned to work additional hours with less than 48 hours notice shall be paid at a rate of 1 ½ X for those additional hours.

(b) The Company agrees to backfill shifts which are vacant due to an employee filling a vacancy in accordance with Article 11.01. These vacancies will be filled in the following manner:

(i) By utilizing relief where available.

(ii) Where relief is not available the shift will be posted for additional hours and awarded first to employees who have not worked in excess of forty (40) hours in the week before being awarded as overtime hours.

(iii) No employee will be drafted to work these additional hours.

7.11 Minimum Rest

If an employee is unable to receive the minimum rest period as outlined in 7.06 (b) due to a draft situation, the employee may choose:

(a) To report for their next shift as scheduled and receive overtime for the hours of insufficient rest, or

(b) Report for duty (minimum 1 hour) after they have received their minimum rest and not be paid for the hours not worked. The provisions of Article 7.04 (a) shall not apply.

(c) If the Company cannot meet its contractual requirements as a result of employees exercising their right under (b) above, the Company may draft those employees in reverse order of seniority. As soon as a qualified replacement is found, those employees will be released from duty, without loss of pay for the remainder of their scheduled shift.

7.12 Temporary Reduction in Hours

Notwithstanding 7.04(b) it is not the Company's intent to have part-time employees scheduled with limited or no hours for an extended period of time. When it is expected that a part-time employee's hours will fall below an average of sixteen (16) hours per week for a period of three (3) weeks or more, the General Manager, and the Union at Headquarters level, or their designates, will meet to find alternatives. Where no alternative can be found, employees will have the ability to take temporary lay off. The provision of Article 12 will apply when the lay off exceeds thirty (30) calendar days unless otherwise mutually agreed between the parties.

Cancelled Flights:

After the monthly schedule has been posted and if due to the cancellation of a flight(s) a part-time employee's hours falls below 20 hours the Company and

District Chairperson will work together to redistribute the remaining hours to equalize the hours of work for the employees in that dedicated group.

Seasonal Changes:

(a) In recognition of seasonal flying, the Company and District Chairperson will solicit volunteers from dedicated airline to take time off.

(b) Where due to seasonal changes to the schedule the Company cannot schedule part-time employees for twenty (20) hours the Company and Union will meet to discuss the impact on the schedule.

(c) The Company will do all possible to maximize the remaining hours, including:

(i) first offer training into available airlines pools.

(ii) granting overtime bank.

(iii) leaves within the dedicated area.

(iv) where there is an increase in flying in the other charter carrier, offering shifts in seniority order to those working in the affected carrier. If refused, junior employees will be forced to move, subject to the Company's contractual commitments.

7.13 Dedicated Positions

(a) Subject to the provision of Article 11.01 Customer Service Agents who bid into these areas will be frozen from bidding to another dedicated area for one (1) year unless agreed to by the Company. Employees who are drafted into a position will not be frozen.

(b) Bids will be awarded based on seniority and availability of training. The Company agrees to schedule training within ninety (90) days of such notice.

(c) A maximum of 25% of the dedicated work force will be allowed to bid out in any one (1) year period.

(d) The Company agrees to train sufficient staff to provide adequate coverage to meet its contractual commitments.

7.14 All time debits for lateness or Time Bank in excess of five (5) minutes will be deducted to the actual minute.

Note: There will be no deduction for less than six (6) minutes.

7.15 Shift Trades

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

(a) The employee covering the shift must be qualified and capable of performing the work;

(b) All requests and cancellations will be provided to management in writing, twelve (12) hours in advance. Where an employee's shift is changed in accordance with Article 7.10 (a) (iv) the notice will be twelve (12) hours.

(c) Shift trades will be signed by the employees involved.

(d) A maximum of three (3) employees will be involved in one (1) shift exchange.

(e) Once their request has been approved by the Company the employee(s) involved shall assume full responsibility for the shift for which they have agreed to work.

(f) Where a shift trade is affected by a schedule change, the rescheduled shift will remain the responsibility of the employee who agreed to work the original shift.

(g) Shift exchanges cannot result in an employee working in excess of fifty-two (52) hours per week.

(h) Partial shift exchanges will be permitted provided that no shift is split into more than two (2) parts, that is, no more than two (2) employees may cover a single shift. There will be no restrictions as to how the shift is split, but will be up to the employee to decide how many hours they will be trading.

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

ARTICLE 8 - OVERTIME

8.01

Employees shall be compensated for all authorized overtime hours worked at one and one half times (1 ½ x) their regular hourly rate for hours worked in excess of their scheduled shift on the day of operation and for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Authorized time worked shall mean work requested and properly authorized by the Company and shall not mean shift trades, which results in additional hours, as outlined in Article 7.15. Overtime in excess of eight (8) hours per day or forty (40) hours per week shall not apply to shift rotations scheduled in excess of eight (8) hours per day or forty (40) hours per week, including occasions when part-time employees are temporarily filling full-time shifts.

8.02

An employee who has completed his/her regular shift and has clocked out, and is then recalled to work extra time, shall receive a minimum of four (4) hours paid at the appropriate overtime rate.

8.03

(a) An overtime requirement of less than four (4) hours will be offered in conjunction with a regularly scheduled shift to qualified employees, in seniority order, who have indicated an interest in working overtime by signing on the daily overtime sheet posted in the supervisor's office.

(b) An overtime requirement of four (4) hours or more will be offered to qualified employees, in seniority order, either to the employee(s) on a rest day or employees scheduled to work that day who have indicated an interest in working overtime by signing the daily overtime sheet posted in the supervisor’s office.

(c) Where there are insufficient volunteers the Company will draft the junior qualified employee(s) on shift with a scheduled finish time in conjunction with the overtime requirement. It is understood that “on shift junior qualified” will refer to all qualified employees not only those originally assigned to the delayed flight. Prior to drafting the Company must exhaust the volunteer list in (a) and/or (b).

(d) Overtime requirements previously awarded and no longer required due to changed operation requirements may be cancelled in accordance with Article 7.09 (a) (iii). Overtime cancellations will be done in reverse order of seniority.

8.04 An employee working overtime prior to or following his/her regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that the employee will not work more than five and one half (5 ½) hours at one stretch. There shall be a minimum of three and one half (3 ½) hours between meal breaks.

8.05 Overtime Bank

(a) Prior to January 1st of each year employees will have the option to participate in the time bank. Employees who so elect will be bound by that decision to January 1st the following year. Those who do not elect to participate shall be paid overtime in accordance with the laid down provisions.

(b) Credits in the time bank cannot exceed one hundred and twenty (120) hours as designated by the employee. After one hundred and twenty (120) hours all overtime pursuant to this Article will be paid out for the balance of the calendar year. Employees who have less than forty (40) hours in their time bank at the end of the year will have the option of carrying these hours over to the next year up to a maximum of forty (40) hours.

(c) For credit purposes, all overtime hours shall be converted to straight time hours.

(d) All banked hours shall be paid at the rate earned at the time of credit, regardless of any wage increases.

(e) With the exception of 8.05(b), banked hours shall not be carried over from year to year. If an employee has not liquidated any banked hours by December 31st of any year the employee shall be paid for any remaining hours at the next closest pay.

(f) Time bank credits cannot be used to supersede annual vacation or Statutory Holiday entitlements of other employees.

(g) Subject to operational requirements employees may utilize time bank hours for one (1) scheduled shift or less. Employees will be granted time off on a first come first serve basis. The Company will establish a signed up book which and will be maintained in a secure and accessible area for all members.

(h) Employees may utilize overtime bank credits in accordance with 7.12 (c). With thirty (30) days written notice an employee may receive a payout of overtime bank credits. Once this payout is received the employee is considered out of the option for the balance of the year.

ARTICLE 9 - PROBATION

9.01

The first one hundred and twenty (120) calendar days shall be a probationary period during which time the Company may assess whether an employee is suitable to be retained. The probationary period will exclude any period of absence, regardless of the reason for the absence (for example, one day of absence will result in a one day extension).

9.02

Any person re-employed by the Company after having separated from its employment shall, when re-employed, again be a probationary employee as herein provided. A laid off employee who retains seniority as provided by Article 10 hereof or an employee on leave of absence, as provided by Article 15 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he/she return to work.

ARTICLE 10 - SENIORITY

10.01

Company Seniority means the length of service with the Company and shall commence from the most recent date of hire to the Company.

10.02

Classification Seniority for both full and part-time will commence from the most recent date the employee commenced work in one of the following classifications:

(i) Customer Service Agent
(ii) Baggage Agent
(iii) Operations Agent

Employees who move from one classification to another will take all their seniority with them.

10.03

The Company will post seniority lists at six (6) month intervals on the first of January and July and will provide the Union office and Union Representative with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his/her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected after which time the list will not be changed. Employees on vacation or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.

10.04

In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection.

10.05

Seniority will be maintained and accumulated except where an employee fills a position outside the scope of this Agreement for more than 180 days in any calendar year (January 1 to December 31). Seniority will be lost and employment will terminate where:

(a) An employee resigns or is terminated for cause;

(b) An employee is laid off for a period of more than twenty-four (24) months;

(c) An employee fails to return from layoff under the recall provisions;

(d) An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice; or

(e) An employee retires.

ARTICLE 11 - FILLING OF VACANCIES

11.01

Vacancies will be filled in order of classification seniority, first within the classification, then to employees outside the classification. Where contractual requirements prohibit such movement the employee will be awarded the position and moved as soon as training can be provided. In no case will an employee be held longer than four (4) months unless mutually agreed between the employee, Company and Union. When movement is from part-time to full-time the employee will be placed on the benefit plan immediately.

11.02

Vacancies for Lead Agents will be filled based on qualifications, skill and ability, where these are relatively equal the employee with the most classification seniority will be awarded the position.

11.03

It is recognized that where a contract carrier requires specific languages the employee must possess the required language to apply. Language requirements must be based on bona fide language needs. Where possible, no language requirement for a carrier will exceed 80% of a language not including English

Vacancies for Operations and Baggage will be filled first by qualified employees. For the purpose of this Article, qualified will mean an employee who has worked in the function in the last twelve (12) months. Where no qualified employees bid for the position it will be filled in accordance with Article 11.02.

Subject to the provisions of Article 11.01 Customer Service Agents who bid into Operations will be frozen from bidding to another area for two (2) years unless agreed to by the Company. Customer Service Agents who bid into Baggage will be frozen from bidding to another area for one (1) year unless agreed to by the Company. Employees who are drafted into a position will not be frozen.

11.04

All bargaining unit vacancies will be posted for a period of seven (7) calendar days on Company bulletin boards giving details of the job and the rate of pay. Employees desiring such positions shall then apply, in writing, before the expiration of the posting.

11.05

Should the Company obtain new contract work the positions will be posted for fourteen (14) calendar days. The notice will give details of the hours and shift expected to be worked. Employees desiring such jobs shall apply, in writing, before the expiration of the postings. Vacancies will be filled in accordance with 11.01, 11.02 and 11.03.

11.06 Temporary Vacancies

Temporary vacancies which result from one (1) of the following:

(i) Maternity, Parental, or Child Care Leave;

(ii) Absence on Weekly Indemnity or LTD;

(iii) Absence on Workers Compensation;

(iv) Temporary positions outside the scope.

11.07

When the Company requires the position to be covered the job will be posted in accordance with 11.04 and will be awarded in accordance with 11.01 and 11.02.

11.08

An employee who accepts a temporary assignment under this Article shall not establish recall rights to that location by serving in such temporary assignment. At the end of the temporary assignment the employee shall return to his/her previous position.

11.09 Trial Period

When an employee moves to a position they will be required to serve a one hundred and twenty (120) calendar day trial period. If during this time the employee is unable to perform the duties he/she may return to their former position. Long term absence will not count towards the trial period. An employee will be allowed to leave the position by mutual agreement between the Company and the Union.

ARTICLE 12 - LAYOFF AND RECALL

12.01 Layoff

(a) Employees shall be laid off in reverse order of classification seniority.

(b) If layoffs described in A) puts at risk the contractual obligations of the company with one or more carriers, the Company and the Union will meet to find a solution and minimize the impact and honor the contractual obligations with limited layoff impact.

12.02

An employee affected by a staff reduction which is of a seasonal nature (3 months or less) may accept layoff or may use their seniority to bid to a vacancy in accordance with Article 11.

12.03

An employee affected by a permanent staff reduction (example – loss of contract) may accept layoff or may either:

(a) use their classification seniority to bid to a vacancy in accordance with Article 11;

(b) use their classification seniority to displace the most junior employee.

12.04

The Company shall notify the Union as soon as possible prior to any layoff. All employees shall receive at least fourteen (14) days notice of any layoff, except in the case of layoff as defined in 12.05.

12.05

Should cause such as fire, flood, explosion, or Act of God, or circumstances beyond the control of the Company make it necessary to reduce the working force, the employees affected thereby shall be laid off in reverse order of seniority with twenty-four (24) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled in seniority order.

12.06

An employee who has been laid off shall be subject to recall for a maximum of twenty-four (24) months. If the employee has not returned to work within that time period, his or her employment with the Company shall be deemed to have been terminated.

12.07 Recall

Recall shall occur in the following order:

Full-time Vacancy - offer the position to the most senior full-time employee from that classification who is currently laid off.

Part-time Vacancy - offer the position to the most senior part-time employee from that classification who is currently laid off.

12.08

Notice of recall shall be mailed via registered mail to the address last filed by the employee with the Company, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal contact. A previous employee with seniority must keep the Company informed of any change of address via registered mail.

12.09

If within three (3) working days after the date of receipt of notice of recall an employee has failed to notify the Company that he/she intends to return to work or if within ten (10) work days of the same date an employee has failed to return to work or advised the Company that they are unable to return to work due to accident, illness or other sufficient cause, they shall lose all seniority and their name shall be removed from the seniority list.

12.10

If an employee on layoff does not return to work prior to the expiration of their recall rights they will receive severance in accordance with the Canada Labour Code.

ARTICLE 13 - STATUTORY HOLIDAYS

13.01

The following Statutory Holidays shall be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
August Civic Holiday	Boxing Day

13.02

Part-time employees are required to work ten (10) days in the previous thirty (30) days to qualify for a statutory holiday.

13.03

An employee who is scheduled to work a Statutory Holiday shall receive:

(a) Full-time Employee: one and one half times (1½ x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday (8 hours).

(b) Part-time Employee: one and one half times (1½ x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday (1/20 of gross wages in the preceding 30 days).

(c) At the employee's option this overtime may be placed in his/her overtime bank.

13.04

In the event that an employee's regularly scheduled day off falls on one of the above listed Statutory Holidays or he/she is on vacation, he/she shall receive:

(a) Full-time Employee: eight (8) hours pay at his/her regular rate.

(b) Part-time Employee: 1/20 of their gross wages in the preceding thirty (30) days.

13.05

Fixed Schedules:

(a) Employees who are scheduled to work will work their scheduled shift.

(b) Forty-five (45) days prior to the Statutory Holiday employees who wish the statutory holiday off will advise the Company in writing. Based on operational requirements requests for time off will be considered in seniority order. The Company will advise the approved request two (2) weeks prior to the statutory holiday.

Monthly Schedules:

Employees who bid to work will work their scheduled shift.

(a) Forty-five (45) days prior to the statutory holiday employees who wish the statutory holiday off will advise the Company in writing.

(b) If, after the shift has been bid, due to operational requirements the Company requires less manpower on a statutory holiday requests for time off will be actioned in seniority order.

ARTICLE 14 - ANNUAL VACATIONS

14.01

The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.

14.02

Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31st. Holiday entitlement one (1) day per completed calendar month up to ten (10) days.

14.03

Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one (1) year or more of continuous service (or whose seniority is equivalent to one (1) year or more) shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.

14.04

Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to three (3) weeks (15 working days) vacation.

14.05

Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (20 working days) vacation.

14.06 Selection

The Company will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period for the upcoming year. Employees will be required to submit their choice of vacation period to the Company by December 1st. The Company will post an approved list of awards not later than December 15th. Once vacation has been awarded it cannot be changed by the Company.

14.07

The Company agrees to allow a minimum of one (1) in seven (7) employees within a dedicated area to take vacation between the months of October through April and one (1) in ten (10) employees during the months of May through September. Employees will bid by seniority on a separate schedule within their dedicated work area. For employees that work within more than one area, they will bid vacation within the area where they are scheduled to work most hours. When an employee moves from one (1) area to another they will take their vacation with them.

14.08

An employee may split their vacation entitlement into blocks of not less than one (1) week. In such case, an employee's first preference will be in order of classification seniority, with the awarding of his/her subsequent preferences occurring only after all other employees have made their selection. These subsequent preferences will be awarded in order of classification seniority.

14.09

Vacation for employees not working regularly scheduled shifts will be based on 5 days on, 2 days off. Vacation leave may, at the employee's option, be taken in conjunction with regular days off.

14.10

Employees who fail to designate their choice of vacation dates prior to the time described in 14.08 will be awarded dates after all other employees have been assigned.

14.11

Vacation periods which are not bid or become available subsequent to the process in Article 14.07 will be posted. Employees will be allowed to change their vacation bid with seven (7) weeks written notice. Request for changes will be actioned on a seniority basis.

14.12 Vacation Pay

Employees will receive vacation pay at the time of their scheduled vacation.

14.13

An employee who is unable to commence his/her scheduled vacation period due to injury or illness, including Workers' Compensation or jury duty, may reschedule his/her vacation to a later available period. That employee must advise the Company in writing of his/her revised vacation period selection within seven (7) days of his/her return to work.

14.14

In the event that an employee leaves the employ of the Company before the employee takes his/her annual vacation, the employee shall be paid out his/her vacation pay at the applicable percentage rate for the year in which the employee ends his/her employment.

14.15 Extended Vacation

(a) Employees will have the ability to take one (1) or a maximum of two (2) weeks extended vacation each year by utilizing the appropriate number of hours from their overtime bank for this purpose. For this purpose, a week shall mean forty (40) hours in the case of a full-time employee or sixteen (16) hours in the case of part-time employee.

(b) Employees taking extended vacation must notify the Company of their election no later than 45 days prior to the date the extended vacation is to be taken.

(c) Once the required number of hours have been accumulated, extended vacation will be awarded on a first come first served basis in accordance with 14.07 and 14.08.

(d) Employees will have the option of carrying banked hours over to the next year up to a maximum of forty (40) hours. The employee shall be paid for any remaining hours over forty (40) hours at the next closest pay. Those employees who do not elect to carry over hours will be paid for all banked hours as of December 31st of any year at the next closest pay.

ARTICLE 15 - LEAVE OF ABSENCE

15.01 Union Leave

Subject to operational requirements, time off for Union business will be granted by the Company to an employee at no cost to the Company. Where possible, the Union shall provide the Company with at least one (1) week's written notice advising the date and duration of such time off. The employee shall be kept on the Company's payroll and the Union shall reimburse the Company for time off at straight time rates unless authorized by the Union at Headquarters level, Local 2002.

15.02

The Union Bargaining Committee shall be granted the time off work, without pay, necessary to draft proposals and conduct the business of negotiations with the Company for a new Collective Agreement. The Company will pay the lost time for up to three (3) members of the Bargaining Committee for direct negotiations with the Company.

15.03

The Company will provide twenty-four (24) hours per week paid time off for the District Chairperson. Hours of work will be set by mutual agreement. In addition, the District Chairperson will be scheduled to work sixteen (16) hours per week in their dedicated area.

15.04

The Company will make every effort to provide an office for the Unifor District Chairperson if facilities become available. The Company will provide a phone and will maintain the monthly telephone maintenance costs.

15.05 Voluntary

The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to thirty (30) days. Requests will be accepted up to a maximum of forty-five (45) days in advance. In the event that more than one (1) request is received at the same time, the request will be awarded in order of seniority.

15.06 Maternity

(a) Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.

(b) The employee must request the Leave of Absence in writing, not later than four (4) weeks prior to the Leave, specifying the estimated date of the birth of the child, the date she wishes to commence her leave and an anticipated date of return to work. Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the leave of absence.

15.07 Child Care Leave

(a) Where an employee has or will have the actual care and custody of a new born child that employee is entitled to and shall be granted a leave of absence of up to thirty-seven (37) weeks commencing as the employee elects:

(i) In the case of a female employee:

- on the expiration of any leave of absence taken by her under clause 15.06;
- on the date the child is born; or
- on the day the child comes into her actual care and custody; and

(ii) In the case of a male employee:

- on the day the child is born; or
- on the day the child comes into his actual care and custody.

(b) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

15.08 Adoption Leave

(a) Where an employee commences legal proceedings under the laws of the province to adopt a child or obtains an order under the laws of a province for the adoption of a child, that employee is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.

(b) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

15.09 Parental Leave

An employee shall be paid at his/her regular rate of pay up to a maximum of two (2) days due to the absence of an employee or spouse due to the birth or adoption of a child.

15.10

The Company must inform, in writing, every employee who takes leave under Articles 15.06, 15.07 and 15.08 every employment bid, promotion or training opportunity for which the employee is qualified. The employee must request this in writing. The Canada Labour Code reflects the minimum standards with respect to Maternity, Child Care, Adoption and Parental Leave.

15.11 Continuation of Benefits

(a) The pension, health and disability benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave.

(b) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis.

15.12 Bereavement, Compassionate Leave

(a) In the event of a death in an employee's immediate family (parent, spouse, child, brother, sister, father or mother of his/her spouse, brother and sister-in-law and grandparents and grandchildren of employee and spouse), he/she would receive three (3) days off to be taken within the seven (7) days immediately following the date of death unless circumstances warrant otherwise. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time at his/her normal rate of pay. In the case of the death of a spouse, parent or child two (2) additional days off without pay will be granted upon request. In addition, if the employee is notified while at work of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of that work day.

(b) In the event the death in the family is outside Canada or is a significant distance, the employee may have an additional fourteen (14) days leave of absence without pay to attend the funeral.

(c) In the event of serious illness or injury requiring doctor's care or hospitalization affecting the employee's spouse, children, brother or sister, or parent, he/she will be granted up to five (5) consecutive days off without pay. The Company may require proof of the circumstances from the employee.

(d) For the purpose of this Agreement spouse shall also mean common law or same sex partner.

(e) Where there are circumstances which place an employee under severe strain and a temporary leave of absence is requested, every attempt will be made to accommodate the employee where possible.

(f) The Company may require proof of the circumstances from the employee before any payment is made under the terms of Article 15.12.

15.13 Jury Duty and Crown Witness

(a) Employees subpoenaed as a crown witness or for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.

(b) Employees who must appear in court for reasons other than those mentioned in 15.13(a) shall be granted leave of absence for one (1) day without pay provided they supply the proof of verification for such attendance.

ARTICLE 16 - HEALTH & SAFETY

16.01

The Company and the Union agree to promote and encourage safety practices that will ensure the safety and health of all employees, pursuant to the Canada Labour Code and WHMIS legislation.

16.02

Company offices, lounges and lunchrooms will be non-smoking.

16.03

The Company shall provide CSA standard hearing protection for each employee who performs duties on the ramp or at bridges.

16.04

The Company will make every effort to accommodate disabled employees including modification of work stations.

Committee & Representatives

16.05

The Company and Union agree to establish a Labour Management Safety Committee, consisting of two (2) members, one of which shall be from Management and one (1) from the bargaining unit. The Committee shall meet at least once each month to have periodic tours of the areas of the Company in order to check on possible health hazards. The Committee will meet on any lost time accident to investigate, with a view to implementing measures to prevent accidents of the same nature.

16.06

The Company shall post and keep posted the names of all the members of the Safety and Health Committee in a conspicuous place or places where they are likely to come to the attention of employees.

16.07

The Company agrees to provide time off as needed for the Union Health and Safety Representatives. Such time off will not be unduly denied.

16.08

The CAW Local 2002 National Health & Safety Coordinator shall have access to all work areas and staff covered by this Agreement.

16.09

The Company will pay time off for related training for all Health & Safety Representatives up to a maximum of three (3) days per year. Any unused days will be carried over to the next year.

ARTICLE 17 - GRIEVANCE PROCEDURE

17.01

The parties agree that every complaint shall be dealt with as it justly deserves as quickly as possible and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with his/her immediate supervisor (step 1 grievance procedure hereunder) within seven (7) working days of the cause of the complaint or reasonable awareness thereof or the right to grieve shall be deemed waived. An extension to this time limit may be granted and shall not be unreasonably withheld.

17.02 Step 1

An employee who considers him/herself aggrieved shall discuss this matter with his/her immediate supervisor and Union Representative in an attempt to obtain a satisfactory settlement.

17.03 Step 2

(a) Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Manager – Customer Service or designate within five (5) days.

(b) The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested.

(c) A hearing shall be held within five (5) days of receipt by the Company of the written grievance.

(d) Within five (5) days following this hearing, the Manager – Customer Service or designate shall render his/her decision in writing to all parties concerned.

17.04 Step 3

(a) Should the decision made at Step 2 be unsatisfactory or if no decision is made within the specified time limits, the Union may appeal to the General Manager or designate within ten (10) days.

(b) A hearing shall be held within ten (10) days of receipt by the Company of the written grievance.

(c) Within ten (10) days following this hearing, the Regional Manager, Canada West, or designate shall render their decision in writing to all parties concerned.

17.05

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

17.06

The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Should either party fail to request an extension of the time limits, the party exceeding the time limits must concede the grievance on a without prejudice basis. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.

17.07

At any hearing held throughout these grievance procedures, the grievor must be represented by a duly accredited representative of the Local.

17.08

Upon request, the Company shall provide the Union with copies of all relevant documents.

17.09

Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 19.

ARTICLE 18 - DISCIPLINE & DISCHARGE

18.01

No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary action being taken. The employee must have the assistance of a duly accredited representative(s) of the Union at the hearing.

18.02

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

18.03

Where discharge action is contemplated, the individual may, where necessary, be held out of service, without pay, pending investigation for a maximum of seven (7) days to provide the Company with sufficient time to investigate and consider all factors.

Where disciplinary or discharge action is taken, the suspension shall be considered as time served with respect to the disciplinary penalty.

Where disciplinary action results in a suspension, the suspension shall not be served until the grievance procedure has been exhausted.

18.04

The Company shall remove any disciplinary correspondence from an employee's personnel file after one (1) year provided that no further disciplinary action has been taken during that period of time.

ARTICLE 19 - ARBITRATION

19.01

Notice of intention to proceed to arbitration shall be made in writing to the General Manager of the Station and the HR Department within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.

19.02

An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 19.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator.

19.03

The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.

19.04

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

19.05

The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.

19.06

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

19.07

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

19.08 Multiple Hearings:

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

ARTICLE 20 - DEDUCTION OF DUES

20.01

The parties agree that all employees covered by this Agreement shall become members of, and maintain membership in good standing, in the Union as a condition of employment.

20.02

Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of the initiation fee or reinstatement fee uniformly required of all other such applicants.

20.03

The Company agrees to deduct authorized initiation/reinstatement fees and assessments from employees as authorized by the Union.

20.04

The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment.

20.05

The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union official to whom the money so deducted shall be sent.

20.06

The amount of dues so deducted from wages, accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.

20.07

If the wages of any employee payable on any month-end payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward or deduct from any subsequent wages the dues not deducted in an earlier month.

ARTICLE 21 - GENERAL

21.01 Union Representation

The Union shall notify the Company in writing of the names of its designated representatives and the District Chairperson, and of any changes in the personnel thereof.

21.02

(a) The Company and the Union District Chairperson or designate and one (1) local Union Representative shall meet to discuss matters pertaining to the interpretation, application or administration of this Agreement. The meetings shall be on the second Tuesday of each month at 10:30 hours with a prepared Agenda of matters to be discussed.

(b) The Company and Union may, upon request and by mutual consent, meet more often than once for these purposes. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations.

21.03

The Parties agree that the part-time Preferential Bid will be conducted by two (2) Unifor Scheduling Coordinators and one (1) Company representative. The Preferential Bid for each Bid Period will require a minimum of sixty-four (64) hours, per scheduler, to complete.

21.04 Union-Management Meetings

The Parties agree to establish a quarterly Union/Management meeting at headquarters level involving the National Staff Rep, the Executive Assistant, District Chairperson and Vice Chairpersons. The purpose of the meeting is to discuss work related issues and concerns.

The dates for each Union-Management meetings will be established at the beginning of each year but may be altered by mutual agreement. One (1) week prior to the meeting the parties will exchange agenda items. Minutes of such meetings will be prepared and made available to all concerned following approval of both parties.

21.05

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

21.06

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

21.07

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

21.08 Bulletin Boards

At least one (1) bulletin board shall be maintained for the posting of Union notices. The use of the bulletin boards shall be restricted to the business affairs of the Union and are to bear the signature of a designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

21.09 Copies of the Agreement

One (1) copy of this Collective Agreement will be furnished to each employee within sixty (60) days of ratification of this Agreement. The size and method of producing the Agreement shall be agreed to by the Company and the Union, and the cost of printing will be borne equally by the Company and the Union.

21.10 Uniforms

(a) All personnel who have completed training and who have direct contact with the public shall wear uniforms in such a manner as prescribed in Company regulations at all time while on duties. These regulations will not be unreasonable and will be discussed with the Union prior to implementation.

(b) The Company will provide one (1) complete uniform to all new hires. Should the employee terminate in the first year of his/her own accord, the total cost of the uniform will be deducted from the employee's final pay cheque. The Company will provide uniforms based on a replacement as required, i.e., if part of the uniform is worn or damaged it must be returned to the Company at which time a replacement will be given.

(c) Items that are lost and cannot be exchanged will be paid in full by the employee through payroll deduction. Standard payroll deductions from an employee's pay cheque will be ten dollars ($10.00) or, at the employee's option a greater amount.

(d) A complete uniform shall consist of the following pieces:

2 Jackets
4 Skirts or Pants
5 Shirts
2 Ties or Rosette's
1 Overcoat supplied on a 50/50 cost share basis

Employees who had less than 1 year of service, the complete uniform will consist of the following pieces:

1 Jacket
2 Skirts or Pants
5 Shirts
2 Ties or Rosette’s

(e) Upon written request the Company shall provide a maximum of two (2) maternity jumpers for the required period of the pregnancy.

(f) The Company will pay alteration costs, to meet Company standards, for all new uniform pieces issued after ratification of this Agreement.

21.11 Training

(a) It is agreed that the Company will make every reasonable effort to make training available in a manner which minimizes the disruption to an employee's shift schedule.

(b) The Company will provide as much notice as possible when they request an employee to undertake training. Minimum notice will be seven (7) days in accordance with 7.09 (b).

(c) For out of town training, all travel time between an employee's base and the location of the training session shall be considered as time worked and shall be paid accordingly. Travel time shall commence with airport processing time of one (1) hour prior to scheduled departure and shall end upon the arrival at the destination.

(d) It is agreed that cumulative time spent in the training sessions and/or any travel time which is in excess of forty (40) hours per week for both full-time and part-time employees will be paid at overtime rates pursuant to Article 8.

(e) The Company will provide employees with confirmed airline tickets.

(f) The Company will pay all expenses in accordance with Company policy.

(g) When training in the United States the allowance will be paid in US $. When training takes place outside of Canada or United States the Company will pay the employee the meal allowance of the resident carrier or in accordance with Company policy, whichever is greater.

(h) On return to their home base, employees will be entitled to take any rest days owed as a result of their adjusted schedule (eg. any rest days taken out of base). The Company will reschedule any lost days off prior to the employee commencing their next scheduled shift.

21.12 Paid Education Leave

The Company agrees to pay into a special fund established by the Union, three cents ($0.03) per compensated hour worked for the purposes of providing paid education leave. Such monies will be paid into a trust fund established by the National Union, Unifor and sent on February 1st of each year by the Company to the following address: Unifor - Canada, PEL Training Fund, 205 Placer Court, Toronto, Ontario M2H 3H9.

21.13 Social Justice Fund

The Company agrees to contribute five hundred dollars ($500.00) to the Social Justice Fund effective March 31st each year. All contribution cheques shall be made out to “Unifor Social Justice Fund” and shall be forwarded to: Unifor – Social Justice Fund, 205 Placer Court, Toronto, Ontario, M2H 3H9

21.14

Twice each year the Company will provide the Union headquarters with a seniority list and an address list of all bargaining unit employees, including employees not on active payroll, with the reasons for the absence.

ARTICLE 22 – DUTIES AND RESPONSIBILITIES

22.01 Customer Service Agent

The normal duties of a Customer Service Agent shall include:

1) Provide information for the public and answer telephones in the manner laid down by the airlines and/or Company;

2) Check in embarking passengers and perform all related duties;

3) Attend to gate and perform the related duties, as required, including operation of loading bridges and aircraft doors;

4) Monitor disembarking passengers for aircraft through port facilities and perform all associated duties;

5) Attend to transit and interline passengers;

6) Attend to wheelchair cases;

7) Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company; prepare bank deposits;

8) Perform the function of reservations agent and all related duties in the manner laid down by the airline and/or Company;

9) Carry and operate a radio as required;

10) Distribute uniforms in a manner laid down by the airline and/or Company;

11) Perform inventory and stocking of supplies in a manner laid down by the airline and/or Company;

12) Baggage reconciliation;

13) Charge and collect for excess baggage;

14) Flight editing;

15) Issue compensation to passengers for missing luggage, voluntary/involuntary downgrade, voluntary/involuntary denied boarding;

16) Administer paperwork and related duties as outlined by airlines and/or Company;

17) Escort Passengers into customs as required.

Customer Service Lead Agent

(a) A Lead is an employee required to perform the same work as any employee in his/her classification, but in addition acts as a working leader to those employees assigned to him/her. Lead Agents shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and necessary equipment are properly utilized; instruct new employees on the job; prepare all paperwork related to their flights; brief and debrief employees; prepare bank deposits where required and discuss aspects of the operation with the customer.

(b) Lead Agents will be selected in accordance with Article 11.

(c) Lead Agents will not be required to discipline bargaining unit members.

(d) When there is a requirement for a temporary upgrade Lead Agent on the day of operation it will be offered in seniority order to those agents working in the applicable designated area. Where an agent fills a temporary requirement they will be paid as a Lead for the entire shift.

Flight Coordinator

Where operational requirements permit, Flight Coordinators will be full-time. In order to create full-time positions, Flight Coordinators may be assigned to perform other work falling under the scope of this agreement. If this work exceeds two (2) hours they will not be paid the premium for these hours.

The Flight Coordinator will responsible for the following:

1) Check-in counter set up;
2) Prepare Flight documentation;
3) Agents are familiar with all equipment;
4) Conducting briefing with all agents;
5) Distribution of duties amongst agents;
6) Assignment of all rest breaks;
7) Assisting the Coupon Agents at their request;
8) Assisting in answering passenger queries;
9) Assigning agents to meet arriving aircraft;
10) Assigning agents to gate duties;
11) Closing flight and passing final count and other pertinent information to the Operations Agent;

12) Responsible for double-checking and assisting “flight setups" when necessary;

13) Upgrading/downgrading, on loading passengers, staff, and deal with denied boarding.

Dispatch Customer Service Representative (DCSR)

1) Prepare and update flight and related documentation;

2) Maintain and file all flight related documents;

3) Liaise with customer service, operations, supervisors, catering, grooming, ramp, maintenance and other related departments;

4) Supervising aircraft and flight operations at gate;

5) Briefing of flight crew;

6) Dealing with passenger complaints at gate;

7) Overseeing departure gate;

8) Issue compensation to passengers;

9) Office duties as outlined by airline and/or Company.

22.02 Operation Agents

1) Provide information for the public and answer telephones in the manner laid down by the airlines and/or Company;

2) Perform all ancillary duties including Sitatex;

3) Perform weight and balance and all related duties in the manner laid down by the airline and/or Company;

4) Carry and operate a radio as required;

5) Perform inventory and stocking of supplies in a manner laid down by the airline and/or Company;

6) Perform load control in the manner laid down by the airline and/or Company.

Operation - Lead Agent

(a) A Lead is an employee required to perform the same work as any employee in his/her classification, but in addition acts as a working leader to those employees assigned to him/her. Lead Agents shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and necessary equipment are properly utilized; instruct new employees on the job; prepare all paperwork

related to their flights; brief and debrief employees and discuss aspects of the operation with the customer.

(b) Lead Agents will be selected in accordance with Article 11.

(c) Lead Agents will not be required to discipline bargaining unit members.

(d) When there is a requirement for a temporary upgrade Lead Agent on the day of operation it will be offered in seniority order to those agents working in the applicable designated area. Where an agent fills a temporary requirement they will be paid as a Lead for the entire shift.

22.03 Baggage

1) Perform baggage tracing and functions related thereto in the manner laid down by the airline and/or Company.

2) Perform inventory and stocking of supplies in a manner laid down by the airline and/or Company.

Baggage - Lead Agent

(a) A Lead is an employee required to perform the same work as any employee in his/her classification, but in addition acts as a working leader to those employees assigned to him/her. Lead Agents shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and necessary equipment are properly utilized; instruct new employees on the job; prepare all paperwork related to their flights; brief and debrief employees and discuss aspects of the operation with the customer.

(b) Lead Agents will be selected in accordance with Article 11.

(c) Lead Agents will not be required to discipline bargaining unit members.

(d) When there is a requirement for a temporary upgrade Lead Agent on the day of operation it will be offered in seniority order to those agents working in the applicable designated area. Where an agent fills a temporary requirement they will be paid as a Lead for the entire shift.

22.04 Temporary Instructor (assisting Training Instructor)

(a) An hourly rated employee may, at their option, be selected to act as an instructor on a temporary basis.

(b) The position will be awarded on the basis of ability. When their ability is relatively equal the agent with the most classification seniority will be given the job.

22.05 Scheduling Co-ordinator

(a) The selection of the Scheduling Co-ordinator will be co-determined by the Company and the Union.

(b) The employee will be allocated sufficient time to perform the function of Scheduling Co-ordinator.

(c) The working hours of a Scheduling Co-ordinator will be governed by Article 7.

(d) The Scheduling Co-ordinator will report to the Company's Manpower Supervisor or designate.

(e) The Manpower Supervisor will determine the number of employees that are required at any given time to meet the Company's obligations and the requirements of Article 7. This includes regular workday requirements as well as overtime, relief coverage, lunch periods and work on general holidays.

(f) The Scheduling Co-ordinator will arrange coverage which will include the following scheduling items:

- regular shift schedules
- assigned additional hours
- vacation assignments
- assignments of coverage on general holidays
- assignments of lieu days
- re-bidding of vacant shifts
- time off from the overtime bank
- lunch and other break schedules
- shift exchanges

- relief scheduling
- scheduling of training approved assignments

22.06

To provide for introduction of new work or where there has been substantial change in the work assignments of an existing job description, the Company and Union shall meet and review the existing job description, or prepare a new job description under a new job title. Such changes are subject to mutual agreement.

22.07

Employees temporarily assigned to a higher rated job shall receive the applicable rate of pay.

22.08

Whilst an employee shall normally only be required to carry out the duties of his/her classification, this shall not be interpreted to mean that an employee shall refuse to carry out such other duties that are assigned to him/her.

ARTICLE 23 - DURATION AND RENEWAL

23.01

This Agreement shall be in effect from September 8, 2014 and shall continue in full force and effect until September 7, 2017.

23.02

This Agreement shall remain binding until its expiry date from year to year thereafter, unless notification in writing to reopen this Agreement is served by either of the parties hereto, such notification to be served not earlier than one hundred and twenty (120) calendar days and no later than sixty (60) calendar days prior to the expiration date in any year. In the event such notice is given of intended changes, this Agreement shall remain in full force and effect while negotiations are being carried on for a new Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo DiTomaso

Joe Hernandez

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

APPENDIX #1

RE: **INTEGRATION OF SERVISAIR AND HANDLEX EMPLOYEES**

In Accordance with Section 5.01 and in order to integrate Servisair and Handlex employees under a single collective agreement. Employees hired prior the date of ratifcation of this agreement will be paid as follows:

1. Integration of Servisair Employees hired before the date of ratification

   A. All employees who have four (4) or less years of service at the date of ratification, will progress on the salary scale mentioned in A.

   B. All employees with four (4) years of service at the date of ratification, will continue to progress on the Servisair Salary Scale until they reach the maximum of this salary scale. After a year at the top of this salary scale, they will be considered red circled and will receive a lump sum payment equivalent of 2% of their regular hours worked the previous year (to a maximum of 2080 hours) at their anniversary of service.

   C. All employees with five (5) or more years of service at the date of ratification will be considered red circled and will receive a lump sum payment equivalent of 2.5% of their regular hours worked the previous year (to a maximum of 2080 hours). In 2015 and 2016 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 2% of their regular hours worked the previous year (to a maximum of 2080 hours).

2. Integration of Handlex Employees hired before the date of ratification

   A) All employees who have two (2) or less years of service at the date of ratification, will progress on the salary scale mentioned in A.

   B) All employees who have more than two (2) years and less than four (4) years of service at the date of ratification, will be integrated at the nearest superior rate on the Servisair Salary Scale and will continue to progress on this salary scale until they reach the maximum of this salary scale. After a year at the top of this salary scale, they will be considered red circled and will receive a lump sum payment equivalent of 2% of their regular hours worked the previous year (to a maximum of 2080 hours) at their anniversary of service.

C) All employees with four (4) or more years of service at the date of ratification will be considered red circled and will receive a lump sum payment equivalent of 2.5% of their regular hours worked the previous year (to a maximum of 2080 hours). In 2015 and 2016 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 2% of their regular hours worked the previous year (to a maximum of 2080 hours).

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo DiTomaso

Joe Hernandez

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Vaos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #1

Re: Employee Assistance Program

The Company will provide an Employee Assistance Program for employees covered by this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque-Groleau

Remo DiTommaso

Joe Hernandez Jr.

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Paos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #2

Re: Return to Work Program

The Company and Union agree to a Return To Work program for employees covered by this Agreement. The Program is intended to assist employees who are absent due to accident or illness to return to productive work by allowing them to work modified hours and/or duties. The Company and the Union agree that workplace accommodations may require the cooperation of all three parties in order to be successful. They further agree that the Company, the Union and the employee have an obligation to facilitate the accommodation process.

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

Before returning an employee to work, the Company may require that the employee provide the Company with a certificate from his or her treating physician that provides information reasonably required to assess the employee's ability to return to work and/or to assist with devising an appropriate return to work plan. Such information may include, but is not limited to, details concerning the tasks/duties the employee is able to perform, limits on the hours of work, and the expected duration of the modified work period.

Upon receiving a request for Return to Work on modified duties, the Company will examine whether it can accommodate the request. The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected.

Modified work will not restrict or reduce the number of scheduled hours an employee is entitled to, unless reduced hours are part of the identified restriction or unless there is insufficient modified work.

An employee seeking a return to work is also to be made aware of the Company's policy concerning workplace accommodation, which policy may be amended from time to time at the Company's discretion.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo Di Ferraso

Joe Hernandez

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #3

Re: Employee Abuse

Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor) an employee who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

This statement is subject to a standard of good faith on the part of the Company, the Union and affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

The Company will not unreasonably deny an employee's request for an unpaid leave related to a situation of personal violence or abuse.

WOMEN'S/EMPLOYEE ADVOCATE

The parties recognize that employees who are in an abusive or violent personal situation may prefer to raise or discuss the issue with a person who is known to them. The parties further recognize that victims of physical or emotional violence may not be aware of specialized resources that are available to them to address such issues.

For these reasons, the parties agree to implement an Employee Advocate position in the workplace.

The Employee Advocate will meet with employees as required, discuss issues of violence or abuse with them and refer them to the Company's EAP services, or another appropriate service, as may be necessary.

The Employee Advocate is an unpaid position. The Union will provide all required training to the Employee Advocate.

The Company will designate a manager to be the lead contact for the Employee Advocate and to work with the Advocate and to support the employees.

The Employee Advocate will attempt to schedule all employee meetings in a manner that does not interfere with work responsibilities. If the Advocate must meet with an employee during a shift, both the Employee Advocate and the employee must obtain prior approval from their respective supervisor. The Company will not unreasonably withhold consent.

The Company will provide access to a confidential phone line and a computer with internet access that can be maintained by the Employee Advocate and that is accessible for employees to contact the Employee Advocate. The Company will also provide access to a private office so that confidentiality can be maintained when an employee is meeting with the Employee Advocate.

The Company and the Union will develop appropriate communications to inform employees about the advocacy role and contact numbers to reach the Employee Advocate.

The Company will grant leave to the Employee Advocate to participate in an initial 40-hour training program. The Company will also allow the Employee Advocate to participate in annual training, to a maximum of three days. All training for the Employee Advocate will be organized and paid for by the Union.

The Employee Advocate must report incidents of workplace violence, bullying or harassment to management.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo Di Ormaso

Joe Hernandez

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Vaos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #4

Re: Severance Pay

An employee who has completed two (2) years of continuous service with the Employer and who is laid off due to a base closure shall be paid severance based on four (4) days pay for each completed year of service with the Employer to a maximum of forty-eight (48) days pay.

Severance shall be calculated in the following manner:

Full-time employees: Severance shall be calculated based on the shift pattern in effect at the time of base closure.

i.e. 4 X 4 = 12 hour day
5 X 2 = 8 hour day

Part-time employees: Each part-time employee shall be entitled to five (5) hours pay per day of severance.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque-Groleau

Remo Differnaso

Joe Hernandez Jr

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #5

Re: Employment Equity

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

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

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

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

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

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

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

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque Groleau

Remo Di Tomaso

Joe Hernandez Jr

For the Union:

Leslie Dias

Cheryl Robinson

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Sandi McManus

Anca Pricop

Patricia Vaos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #6

Re: Sexual and Personal Harassment

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

This Policy exists to underline the seriousness of workplace harassment and to establish that there is no acceptable level of harassment at the Company. Employees who feel that they are being harassed are encouraged to seek protection under this Policy.

WORKPLACE HARASSMENT DEFINED

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

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

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

The workplace is defined as all Company facilities and premises.
Workplace harassment includes, but is not limited to, the following examples:

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

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

OBLIGATION OF EMPLOYEES

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

WHAT HARASSMENT IS NOT

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

FILING A COMPLAINT

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

- Tell the alleged harasser(s) to stop, if possible;
- Document the event(s), complete with the time, date, location, names of witnesses and details of each event, if possible;
- If the harassed employee does not feel able to approach the alleged harasser(s) directly, or if, after being told to stop, the alleged harasser continues, the harassed employee should:
- Lodge a complaint either directly through a person on his/her behalf with any Company or Union Representative.

INVESTIGATION

In minor cases, the Company and Union agree that the Union and the Company may try to resolve a harassment complaint informally using the Internal Procedure without a full investigation when so requested by the complainant. The outcome of this attempted resolution will be communicated to both the Union and the Company.

If the matter remains unresolved, is a serious issue of personal harassment, or is an incident of sexual or Human Rights harassment, as defined in the ACT, there will be a joint investigation of the complaint according to established methods. Once informed of a complaint requiring joint investigation, the Union's Human Rights Coordinator or the Company's Department Manager will immediately inform his/her counterpart and together these two will conduct a thorough joint investigation according to established methods. Where the complainant is a woman and the complaint involves sexual harassment or gender discrimination, the joint investigation team will include at least one (1) woman.

The joint investigation will include an interview of the complainant and the alleged harasser and may include interviewing witnesses and other persons named in the complaint. It is the intention of the Union and the Company that, in most cases, the investigation will take place within five (5) days and shall be concluded within fifteen (15) days of the lodging of a complaint. An extension to the time limits may be granted by mutual agreements.

The interview timing and location will recognize the need to maintain confidentiality. The identity of the complainant, the alleged harasser(s), and the nature of the complaint will be kept confidential and only persons with a need to know will be informed of the complaint.

RESOLUTION

Upon completion of their joint investigation, the investigators will present their report either jointly or separately and may include recommendations to the Director of Human Resources and the Unifor Local President. Within ten (10) days of receiving the report(s), the Director of Human Resources will communicate the findings of the investigation (whether or not harassment has been substantiated) to the complainant, the respondent and the President of the Local Union, including discipline if warranted. Violation of this Policy may lead to discipline up to and including termination.

The parties recognize the damage a false charge made under this policy may bring upon an employee. Therefore, if during the investigation it is found that such a charge of harassment was made with malicious intent disciplinary action would be taken against the complainant consistent with the just cause provisions of the applicable provisions of the Collective Agreement.

RIGHT OF APPEAL

Where any party to the investigation is not satisfied with the decision, a letter requesting a review of the decision will be sent to the Regional Director of Human Resources Canada within fourteen (14) calendar days of receipt of the decision.

Where the Unifor is not satisfied with the decision, the complaint will be referred to expedited arbitration with a single arbitrator.

Employees who feel that their concerns were not addressed in the in-house or internal process may file a complaint with the Canadian Human Rights Commission.

Where changes in the workplace are made necessary by demonstrated harassment, the harasser shall be subject to changes such as transfer or reassignment, except where the complainant is transferred at his/her request.

The purpose of this policy and procedure is to allow the Union and the Company the opportunity to address and resolve internal problems related to the objective of achieving a harassment free workplace. This policy and procedure in no way precludes the complainant's right to seek action under the Canadian Human Rights Legislation.

The parties also agree to communicate this information about the procedure to the workforce through local union newsletters, bulletin board notices and Company publications.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo Ditemaso

Joe Hernandez Jr

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #7

Re: Lunchroom and Lockers

The Company, in compliance with the Canada Labour Code, commits to continue providing and maintaining a lunchroom and lockers for the employees.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of November, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque-Groleau

Remo DiTomaso

Joe Hernandez

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

LETTER OF UNDERSTANDING #8

On April 1st and October 1st of each year, employees may request to either increase their guaranteed hours from sixteen (16) hours per week to twenty (20) hours per week or decrease their guaranteed hours from sixteen (16) hours per week to twelve (12) hours per week, within the following guidelines:

1. The Parties agree that the number of employees allowed to increase their guaranteed hours must be equal to the number of employees requesting to decrease their number of guaranteed hours;

2. The employees must make their request six (6) weeks prior to April 1st and October 1st of each year;

3. In all cases, requests will be granted in order of seniority and will remain in effect for a six (6) month period;

4. Operational and language requirements will take priority to the guarantee of hours as outlined in this LOU.

5. All other provisions of Article 7.07(b) shall apply.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Levesque-Groleau

Remo Di Ferraso

Joe Hernandez Jr

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota

MEMORANDUM OF SETTLEMENT #1

Within thirty (30) days of ratification the Company and Union will meet to review the manpower requirements and determine the number of full-time shifts which can be created on the basis of the Company's operational requirement. This will include a review of the time required for check-in counter set-up, flight documentation and other tasks outlined in Article 22.08. The parties agree that they will create as many full-time jobs as possible subject to requirements of the operation. Full-time positions will be filled in accordance with Article 11.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque-Groleau

Remo Difomaso

Joe Hernandez Jr.

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Paos

Tina Gillales

Christina Sahota

MEMORANDUM OF SETTLEMENT #2

Re: Extended Meal Break

The extended meal break added to Article 7.02 will not apply to full-time shifts which were in place prior to the ratification of this Agreement

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

Signed at Richmond, British Columbia, this 8 day of September, 2014.

For the Company:

Amelie Crouzat

Philippe Lévesque-Groleau

Remo Di Ermaso

Joe Hernandez Jr

For the Union:

Leslie Dias

Cheryl Robinson

Theresa Amicarelli

Sandi McManus

Anca Pricop

Patricia Laos

Tina Gillales

Christina Sahota