

COLLECTIVE AGREEMENT

BETWEEN



SWISSPORT CANADA HANDLING INC.

(Hereinafter referred to as the Company)

AND

**PASSENGER SERVICE AGENTS
IN
MONTREAL**



UNIFOR

AND ITS LOCAL 2002

(Hereinafter referred to as the Union)

**APRIL 2, 2015 TO APRIL 1, 2018
(AMENDED ON JULY 8, 2016)**

Amended on July 8, 2016

Memorandum of settlement

Integration of Swissport employees

Memorandum of settlement

Lounge and Salon VIP

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ARTICLE 1 PREAMBLE & PURPOSE

- 1.01** This agreement is made and entered into by and between Swissport Canada Handling Inc., hereinafter referred to as the Company, and Unifor and its 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and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.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 22.
- 1.06** The English and French versions of this document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated (English).

ARTICLE 2 DEFINITIONS

- 2.01** **Agreement** - means the collective agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 2.02** **Company** - Swissport Canada Handling 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 of 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 of 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.
- 2.07** **Location** - Montreal- Dorval Airport
- 2.08** **Shift** - means a period of time within a day as described in the shift schedule for which an employee is required to work.
- 2.09** **Shift Schedule** - means a projection of all employees' shifts with regards to days worked and days off including shift starting and terminating times over a specific period of time.
- 2.10** **Qualified** – means capable of performing the work.
- 2.11** **Classification** – Means Passenger Service Agents or Lounge Agents
- 2.12** **Function** – Means lead, baggage, flight editing, ticketing and in charge.
- 2.13** **Assignment** – Means task(s) of work assigned to an employee.

ARTICLE 3 UNION RECOGNITION

- 3.01** a. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Swissport Canada Handling engaged in passenger service at the Pierre Elliott Trudeau International Airport, Montréal, Quebec, **excluding** cargo services employees, clerical employees, ground handlers, supervisors and those above the rank of supervisor.”

b. Reorganization of the Company

In the event that the Company changes ownership, merges with another Company, changes its corporate identity in any way, this agreement shall remain in full force and effect, and the certificate in force at that time and issued by the Canada Industrial Relations Board shall not be affected in any way, unless provisions to the contrary are contained in applicable legislation.

- 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. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the supervisor shall contact a union representative, or in the event a union representative is not available, the senior employee on shift, and give valid reasons why their assistance is required prior to performing any bargaining unit work.

3.03 Union Leave

Subject to operational requirements, time off for Union business will be granted by the Company to 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 be billed at straight time for time off.

- 3.04** The Union Bargaining Committee shall be granted the time off work, with pay, to conduct the business of negotiations with the Company for a new Collective Agreement. The Bargaining Committee shall be comprised of four (4) employees whose names are to be submitted to the Company in writing prior to the commencement of negotiations.

- 3.05** a. The Company will provide paid time-off, at straight time rates, for Union Representatives to conduct Union business. The total paid time off will be allowed as follow:

# of employees	Total paid time off
249 or less	20 hours
250 – 299	25 hours
300 – 349	30 hours
350 – 399	35 hours
More than 400	40 hours

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

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

3.06 a. The Company and the Union District Chairperson or designate and one local Union Representative shall meet when necessary to discuss matters pertaining to the interpretation, application or administration of this Agreement.

- b. The party requesting the meeting shall give reasonable notice thereof and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. In addition, the party requesting the meeting shall prepare an agenda of matters to be discussed. The Company will schedule a meeting no later than fifteen (15) calendar days following notice of this request for a meeting

3.07 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, they 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.

3.08 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.

3.09 **Bulletin Boards**

The Company will supply and maintain two (2) glass enclosed (with lock and one set of keys) bulletin board for the posting of Union notices. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

3.10 **Union Office**

The Company will supply the Union with adequate space to allow union members to meet with union officers in privacy.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01** The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.
- 4.02** The Union acknowledges that it is the exclusive function of the Company:
- a.** To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.
 - b.** To hire new employees, retire, classify, direct, promote, demote, transfer assign shifts and increase and decrease the work force from time to time.
 - c.** Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
 - d.** To make and alter from time to time reasonable rules and regulations to be observed by its employees that shall not be discriminating in nature.
- 4.03** These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.
- 4.04** Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.
- 4.05** It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 5 EFFECTIVE RATES OF PAY & PREMIUMS

5.01 Salary

Passenger Service Agent

Level	Rate per hour
1	\$11.00
2	\$11.40
3	\$11.69
4	\$11.98
5	\$12.28
6	\$12.58
7	\$12.89
8	\$13.50
9	\$14.00

Lounge Agent

Level	Rate per hour
1	\$11.00
2	\$11.40
3	\$11.69
4	\$11.98
5	\$12.28
6	\$12.58
7	\$12.89
8	\$13.50
9	\$14.00

Employees will progress from one level to another on their anniversary of service.

starting from the end of the third (3rd) and before the end of the fifth (5th) hour of the shift. In addition employees shall be granted one (1) fifteen minute paid rest break in each half of their scheduled shift.

- f. An employee who is scheduled to work six (6) but less than eight (8) consecutive hours in a day shall be granted one (1) fifteen (15) minute paid rest break in each half of their scheduled shift.
- g. Employees who are scheduled to work between four (4) and six (6) hours will be entitled to one (1) twenty (20) minute paid rest break.
- h. Employees shall be paid a minimum of four (4) hours for each shift worked and a minimum of twenty (20) hours per week. "Breaks will be scheduled within 1 hour 15 minutes either side of the midpoint of the 4 hours shift, unless agreed mutually between the company and the union locally.

6.04 Shift Schedules

The Company will develop shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline schedules. The Shift Scheduling Committee (3 members), appointed by the union, will be given to a minimum of 40 hours in total to review and finalize the bids. When the implementation of GS Planning will be done, the Company will reduce the hour of the shift committee to a minimum of 20 hours in total to review the bids. The seniority of employees will be considered when scheduling hours of work and days on and off. The Company shall accept the Shift Scheduling Committee's alternate schedule provided it meets the Company's requirements at no additional cost.

- a. Days off will be consecutive with a minimum of two (2) days off per week for employees scheduled 32 hours or more. For employees scheduled less than 32 hours, the company and the union will make every effort to accomplish consecutive days off.
- b. All work schedules with contain a period not less than twelve (12) consecutive hours off duty between the last shift worked that day and the commencement of the next day's shift and a minimum of four (4) hours off in between split shifts.
- c. Shift schedules will indicate work function (i.e. Baggage, Leads, Flight Editors, Ticketing Agents, Airline carriers, In Charge), start/stop times and days off/on. No employee working courtesy shall be required to work more than four consecutive hours unless they choose to. The Company shall make all efforts to rotate qualified agents through the various work assignments (i.e. check-in, gates, arrivals, and courtesy).
- d. Passenger Service Agents, due to contractual requirements, must remain with the carrier or carrier group of their assignment or initial bid for a minimum one (1) year period, unless movement is mutually agreed to by the Company and the Union. Other employees can only bid on such shifts when permanent vacancies occur.

It is understood that some carriers will require language qualifications.

- e. An employee posting into a specialized area (i.e. baggage, flight editing and lead) must remain performing the specific function for a minimum one (1) year period, unless movement is mutually agreed to by the Company and the Union. Other employees can only bid on such shifts when permanent vacancies occur.

- f. After completing the one (1) year period as described in E), Employees wishing to move to an open position or returning to their previous position, must give written notice to the Company at least 90 days.

6.05 Shift Bidding

- a. Permanent employees will bid their shift schedule according to seniority.
- b. Schedule bids:
 - i. Employees will be given ninety-six (96) hours but not less than seventy-two (72) hours to submit their bids.
 - ii. Final schedules will be given to employees at least one hundred and twenty (120) hours but not less than seventy-two (72) hours prior to the start of the new schedule. The Company will post the final base schedule in full view for the employees, and if any employee should request a copy, such copy shall be provided for them.
 - iii. It is agreed that when the company is not going to meet the timeline outlined in i & ii above, they will give the union as much notice as possible. Employee's schedules will be prolonged on the previous schedule until they have met the timelines in this article.
- c. When shifts are rebid at schedule change, and as a result an employee works in excess of the regular work week, the following equalization of time will apply:

Works in excess of six (6) consecutive days, entitled to one (1) day off.

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 in no less than four (4) hour blocks, and will respect the regulations set in articles 6.04(b) (c) 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).

6.06 The Company may alter the schedule to accommodate minor airline schedule changes. The Company must provide thirty-six (36) hours notice of the change. If thirty-six (36) hours notice is not given by the Company, then the rescheduled employee shall receive one and one half times (1 1/2X) their regular rate of pay for any time that is changed from the original schedule

An employee shall be paid his/her regular rate of pay for any shifts or hours that are cancelled if the shift or hours cannot be replaced within thirty (30) days. In this situation, the Company may schedule less than four (4) hours to an existing shift by adding hours with respect to Article 7.05. The Company may schedule four (4) hours or more on an additional day, but must respect 2 days off per week.

In any situation, if the employee does not receive at least 12 hours notice of cancellation, the shift may not be cancelled.

6.07 Additional hours that are available after the shifts are awarded, eg. vacation, short-term disability, leave of absence, etc. shall be offered to employees provided they are qualified and the additional hours will not result or cause overtime.

The additional hours will be offered in accordance with the following provisions:

1. In seniority order to employees who volunteer and sign their name on the appropriate form.
2. All remaining hours shall be offered to temporary employees, if there are not sufficient volunteers the shifts will be assigned in reverse order of seniority to the temporary employees.
3. The remaining shifts will be assigned in reverse order to permanent employees who are qualified and not scheduled to work.
4. Under no circumstances shall the employee's regular hours and additional hours exceed 40 hours per week.

The Company will not change the original shift as scheduled on the employee's bid, e.g. days on, starting time of the original shift.

6.08 If an employee is unable to receive a minimum rest period of ten (10) hours due to a draft or extension situation, the employee may choose:

- a. To report for their next shift as scheduled and receive overtime at the rate of one and one half times (1 1/2X) their regular rate of pay for the hours of insufficient rest, or
- b. Not to report for duty until the ten (10) hours have elapsed and the employee shall suffer no loss of pay, nor have their shift changed, for the purpose of this article only.

6.09 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. i. Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.
- ii. 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.

- iii. Shift trades submitted during the first week after the schedule has been awarded must be approved by the company in a timely fashion, not exceeding 5 working days. For the remainder of the month, the company has up to 3 working days. In no way can these maximum days allowed limit Article 6.09b (i).
- iv. Shift trades may be provided in writing at least twelve (12) hours in advance provided management is present to accept and approve the change.
- c. The Company and Union recognize that an employee's entitlement to exchange shift is not intended to allow the employee, for all intents and purposes, to trade his/her job away.

ARTICLE 7 OVERTIME, RECALL & TIME BANK

- 7.01** A workday will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the workday on which the shift or recall began.
- 7.02** No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority could not be obtained and the duties were essential to continued operation and/or service to the customer.
- 7.03** It is recognized that occasionally, employees will be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled. Additionally, employees will be required to remain beyond the termination of their shift for flights that become delayed for arrival or departure into periods when no other employee is scheduled to work, or when there is an unplanned workload that cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift or work beyond sixteen (16) hours within a twenty-four (24) hour period. Except for force major (extreme weather condition (ie. Major ice storm, large volume of snow in short period of time, etc), terrorism act, airport shutdown, etc.), If an employee works beyond twelve (12) hours at the request of the Company, then the employee shall be paid at two (2) times their regular hourly rate of pay for all hours worked in excess of twelve (12) hours.
- 7.04** Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable, without limiting the scope of Article 7.03.
- Overtime will be offered in accordance with the following provisions:
- a. Overtime will be offered to volunteers on shift if overtime is consecutive with their shift
 - b. Remaining overtime will be assigned to qualified employees who have placed their names on the overtime volunteer list
 - c. Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.
 - d. Once that process has been exhausted, any remaining overtime will be assigned to employee(s) in reverse order of seniority on scheduled days off.

- e. The Company shall keep a log book of all overtime offered in Article (a), (b), (c), (d), which will be available to the Union for review.

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

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

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

- c. An employee who works in excess of four (4) hours continuous after their regular shift will be eligible of a compensation equivalent of twelve (\$12) dollars

7.06 a. Recall: If an employee is requested and chooses on a voluntary basis to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at straight time hours.

b. If an employee is drafted to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at time and one half (1 ½ X).

c. Shift Sign-Up: The Company will post notices of open shifts available by classification, date and shift where such additional hours are known more than twenty-four (24) hours prior to the start of the shift. Qualified employees in the classification may sign-up for such hours. The hours will be awarded as equitably as practicable amongst those employees who would not be entitled to overtime. For hours known less than 24 hours prior to the start of the shift the article 7.04 will apply.

7.07 Time Bank

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

7.08 The maximum hours in the time bank shall not exceed eighty (80) hours at any given time.

7.09 Accrued time may be withdrawn from the time bank in the form of time off in accordance with the desires of the employee and consistent with the requirements of the Company. Employees may also receive payment from the time bank (minimum 10hrs). Payment withdrawals are only permitted twice per year. Such payment shall be made on the pay period following the request.

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

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

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

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

ARTICLE 8 PROBATION

- 8.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of one hundred and twenty (120) calendar days of service, excluding any period of absence of seven (7) calendar days or more.
- 8.02** The Company has the right to terminate employees before the probationary period ends if they are found to be unsuitable for continued employment. The termination of a probationary employee shall not be subject to the arbitration procedure contained in Article 18.

ARTICLE 9 SENIORITY

- 9.01** Company Seniority means the length of service with the Company and shall commence from the most recent date of hire to the Company.
- 9.02** Classification Seniority for both full and part time will commence from the most recent date the employee commenced work within the bargaining unit.
- 9.03** The Company will post seniority lists at three (3) month intervals, on January 15th, April 15th, July 15th, and October 15th, and will provide the Union office and 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, approved leave of absences, or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.
- 9.04** In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection.
- 9.05** Seniority and employment will be maintained and accumulated except as provided for in the following:
- a.** Resigns or is terminated.
 - b.** Laid off for a period of more than three (3) years.
 - c.** After filling a position outside the bargaining unit for a period of more than one hundred and twenty (120) calendar days over the life of the current collective agreement. A copy of start and end dates will be provided to the District Chair.
 - d.** Fails to return from layoff under the recall provisions within seven (7) days from the receipt of the recall letter.
 - e.** An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

ARTICLE 10 TRANSFERS & FILLING OF VACANCIES

10.01 When a vacancy is declared a notice of vacancy shall be posted indicating: function, status (full-time or part-time), location, and the start date of the position and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.

10.02 Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union District Chairperson.

10.03 In the event an employee expects to be absent during the period when a notice of vacancy will be posted he/she may file a letter of preference, copy to the Union District Chairperson, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 10.02.

10.04 Employees who are interested in changing status (i.e. part-time to full-time or vice versa), or moving to another base or location, shall file a Letter of Preference with the Personnel Department. Employees will list, in order of preference, the status and location to which they wish to move.

10.05 Employees filling vacancies in the Dorval and Mirabel Airports must possess the ability to work in both official languages.

It is recognized that where a contract carrier requires specific languages the employee must possess the required language to apply. The ratio between the need of the specific language and both official languages will be determined by the contractual requirement of each carrier. The company will provide proof of the language requirement to the union.

10.06 All notices to an employee under this Article will be in writing, copied to the Union District Chairperson.

10.07 **Job postings for specialized areas**

a. These vacancies will be posted for a period of seven (7) calendar days on the Company bulletin board giving details of the job and the applicable premium. Employees desiring such positions shall apply as per the applicable process indicated on the posting.

b. In order to be able to objectively evaluate the candidates posting into a specialized area, the Company shall, in consultation with the Union, develop a proficiency test that would benchmark ability levels necessary for those areas.

Employees who submit applications will be invited to a test related to the job for which they applied for. Once an employee passes the required benchmark level, there will be no differentiation made in how well the employee has performed on the test.

c. Filling of vacancies will be awarded according to the seniority and the ability to perform the work. ,

- d. When the employee moves to a specialized area, they will be required to complete a sixty (60) working day trial period. Four hundred eighty (480) hours or six (6) month trial period, which ever comes first. If during this period the employee is unable to satisfactorily perform the duties, they may return or be returned to their former position

10.08 Positions Outside the Bargaining Unit

- a. Employees filling temporary positions under article 9.05c shall return to the bargaining unit to their original position and location.
- b. Employees working in specialized areas (i.e. lead, operations, flight editors, etc.) filling in permanent positions under article 9.05c shall return to the bargaining unit to their original position and location provided there is a vacancy.
- c. In the event that an employee who worked in a specialized area (i.e. lead, operations, flight editors, etc.) is returning to the bargaining unit and a vacancy does not exist in their original position, that employee will be permitted to return to his/her location.
- d. An employee who was not able to return to his/her original position shall have the first right of recall for any future vacancies that may become available in his/her original position.

ARTICLE 11 LAY-OFF & RECALL

11.01 Staff reduction at a location will be made in accordance with the following:

11.02 **A)** If a staff overage situation exists in a status within a location, the following sequence of events will occur until the situation is corrected:

- a. Use their seniority to displace the most junior employee in any other status within the location , OR
- b. Accept a vacant position in another classification as long the employee has the required qualification and no physical limitation for such position, OR
- c. Accept a temporary position, OR
- d. Accept lay-off with right of recall in his/her own location, OR
- e. Elect termination of service with the Company with no right of recall. In such case, the employee shall receive the applicable severance pay as provided for under the *Canada Labour Code*

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining costs are not workable under the given circumstances of a layoff.

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.

C) When a staff reduction which is of a seasonal nature (3 months or less), the Company and the Union agree to discuss how to mitigate the layoff impact.

11.03 Employees affected during a staff reduction will be given fourteen (14) calendar days written notice of layoff and shall be advised of their options. They must then advise the Human Resource in writing within seven (7) calendar days of this notice of their election(s) and their order of preference if there is more than one option

11.04 In any event, an employee affected or displaced by staff reduction(s) will be advised of their circumstance within seven (7) calendar days following original notification.

11.05 Employees, when laid off, must file their address, e-mail and telephone number with Human Resources and must advise that Department in writing of any subsequent change.

11.06 Recall from layoff will be in accordance with the following:

Where the Company declares that a vacancy exists in a status at a location, the following procedures will be used in the sequence shown until the vacancy is filled:

1) Recall the senior employee holding recall rights in that location. If the employee was laid off in the same status as the vacancy and refuses the recall, he/she shall lose all seniority and right of recall. If the employee was laid off in the other status from the vacancy and refuses recall, he/she shall retain all seniority and right of recall. In either case, the position will be offered to the next most senior employee holding the necessary recall rights.

2) Employees displaced from a work area and/or status will be recalled into such work area and/or status, prior to posting a vacancy for those positions.

In order to establish the employee's intent, the employee must submit their interest stating the area and/or status they wish to return to.

3) Award the position to the senior employee in another location who has a valid Transfer Request to that location and status on file in Human Resources.

11.07 Employees will be notified by the Company when being recalled from lay-off.

11.08 The notified employee must advise the Company within twenty-four (24) hours after having received the registered mail notice, if he/she wishes to accept the recall. The employee shall reply to local management and send a copy of same to Human Resources.

11.09 Recalled employee must report for duty within ten (10) calendar days from the date of advising the Company of their intent to return.

11.10 Failure to comply with Articles 11.10, 11.11 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.

11.11 Copies of all correspondence relating to Article 11 shall be sent to the Union District Chairperson by the person originating that piece of correspondence.

ARTICLE 12 STATUTORY HOLIDAYS

12.01 The following Statutory Holidays shall be observed:

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

12.02 An employee who is scheduled to work a Statutory Holiday shall receive one and one half times (1 1/2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday (1/20 of the gross wages of the preceding 30 days). An employee who is drafted to work on Christmas Day, Boxing Day and/or New Year's Day shall receive two times (2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday. An employee who is scheduled to work a Statutory Holiday may submit in writing their request for an alternate day off to be taken within thirty (30) days of the Statutory Holiday. Such request shall be made at least 2 weeks in advance of such date being requested. Approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20th of their gross wages of the preceding thirty (30) days on the requested day off.

12.03 In the event that an employee's regular scheduled day off falls on one of the above listed Statutory Holidays, or he/she is on vacation, he/she may submit in writing their request to have an alternate day off at least 2 weeks in advance of such date being requested within thirty (30) days of the Statutory Holiday. Such approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20 of their gross wages of the preceding thirty (30) days on the requested day off.

12.04 Notwithstanding the above, an employee may choose to accumulate Statutory Holidays up to 5 days off to be taken in the first 6 months and the last 6 months of each calendar year. Request to accumulate Statutory Holidays shall be given to the Company in writing no later than January 15 and June 15 each year. Such approval shall be subject to operational requirements and will not unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least fourteen (14) calendar days after such request is tendered. The employee shall receive 1/20 of their gross wages of the preceding six (6) months on the requested days off.

12.05 All employees shall be granted ten (10) working days off in each calendar year in lieu of statutory holidays. Pay will be calculated at the applicable hourly rate multiplied by ten (10) for each day. Employee's who have not been employed by the Company for a full year, will have their paid days off in lieu prorated in accordance with statutory holidays occurring in this period of employment. These days will be taken in two (2) blocks of one (1) week, to be bid after annual vacation bids, once all annual vacation bids have been completed.

The Company will not allow Employees to bid weeks on December, July and August.

The Company will post a memo no later than September 15th of each year. The memo will be posted for seven (7) calendar days. Once the seven (7) days period is complete, the Company and the Union will review all requests. Requests will be awarded in seniority order.

The Company will automatically accept a number of requests based on a calculation of 10% of the number of employees on the seniority list as of September 15th. Any additional requests will be accepted if the operation allows it. The Company will post a bulletin indicating the names of the agents who have been granted the statutory holiday bid. Once granted, an employee will not be able to cancel their statutory holiday option.

It is recognized and agreed that under no circumstances will employees perform work for the Company during their scheduled vacation dates, this including this statutory holiday option.

ARTICLE 13 ANNUAL VACATIONS

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

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

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

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

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

13.06 Selection

The Company will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period for the upcoming year.

Employees will be required to submit their choice of vacation period to the Company and the Union by November 30th. The Company will post an approval list of awards no later than December 15th.

The Company can limit the number of employees per function or by product if the number of vacation at the same time puts at risk the contractual obligations of the company with one or more carriers.”

- 13.07** The Company may limit vacation during the Christmas and New Year period (December 16th through to and including January 15th).

Also, for the lounge agent, the Company may limit vacation during the summer period (mid June through to and including mid September).

For further clarification, the employer may choose not to include excess vacation blocks during this period.

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

For purpose of clarification, a week does not have to start on Sunday but may start mid-week

*e.g. Sunday to Saturday inclusive
Wednesday to Tuesday inclusive
Etc.*

The Company and Union will come up with an understanding to deal with overlaps, in specialized areas, for mid-week weeks.

- 13.09** Employees who fail to designate their choice of vacation dates prior to the time described in 13.06 will be awarded dates after all other employees have been assigned.

- 13.10** Vacation periods, which are not bid or become available subsequent to the process in Article 13.08, will be offered to employees according to the provisions of this Article.

13.11 **Vacation Pay**

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

Once per calendar year, an employee can request to receive one (1) or more week(s) of vacation pay. Only complete week(s) will be paid.

- 13.12** An employee who is unable to commence their scheduled vacation period due to injury, illness including W.S.I.B. or jury duty may reschedule their vacation to a later available period.

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

ARTICLE 14 LEAVE OF ABSENCE

14.01 Personal Leave of Absence

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

14.02 Maternity

- a. Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence up to eighteen (18) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than eighteen (18) week 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 birth of the child, the date she wishes to commence her leave and an anticipated date of return to work. An employee returning to work prior to the expiration of the leave of absence must notify the Company at least one (1) month prior to her new date of return.

14.03 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 14.02;
 - On the expiration of any paternity leave of absence taken by him;
 - 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 the Company under this clause shall not exceed thirty-seven (37) weeks.

- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.
- d. In any event, the maximum length of paternity leave combined with child care leave shall not exceed thirty-seven (37) weeks.

14.04 Adoption Leave

- a. Where an employee commences legal proceeding under the laws of the province to adopt a child or obtains an order under the laws of the 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.
- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

14.05 Parental Leave

An employee shall be paid his/her regular rate of pay for one (1) day due to the absence of an employee or spouse to the birth or adoption of a child.

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

14.07 Matrimony Leave

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

14.08 Continuation of Benefits

- a. The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, and 14.04.
- 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.

14.09 Bereavement, Compassionate Leave

- a. In the event of a death in an employee's immediate family (parent, spouse, child, brother, sister, grandparents, legal guardians, step-children, step-parent, father or mother of their spouse, and relatives living with the employee), they would receive the next five (5) succeeding days off. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time at their normal

rate of pay. In addition, if the employee is notified while at work of a death in their immediate family they shall be relieved from duty and paid for the balance of that workday. In the event of a death of an employee's spouse's grandparent, brothers and sisters of spouse, nephew, or niece, three (3) days bereavement leave with pay shall be granted; and one (1) day bereavement leave with pay shall be granted in the event of a death of an employee's aunt or uncle or godparents.

However, the employee may carry two (2) of their days to attend the cremation or burial if it takes place outside of this period as long the employee notifies the employer as soon as possible.

- b. In the unusual circumstance where the deceased is not a member of the family, yet deemed close to the employee or important to the employee, bereavement leave will be at the discretion of the Company.
- c. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section.
- d. In the event the death in the family is outside Canada or is a significant distance, employee may have an additional seven (7) days absence, without pay, to attend the funeral.
- e. For the purpose of this Agreement, spouse shall also mean common law partner and same sex partner.

14.10 Jury Duty

- a. Employees subpoenaed 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 14.10(a) shall be granted leave of absence without pay provided they supply proof of verification for such attendance.

14.11 Sick Leave

Sick days will be allowed as follows:

Years of service	Full time & Part time employee
2-4 years	1 day
4-6 years	2 days
6-10 years	4 days
10-12 years	5 days
12 years and more	6 days

For the purposes of a sick call, a day is a day, based on the number of hours scheduled on that day, excluding shift trade hours. When sick days are used they will be paid at hundred percent (100%).

For the purposes of payout of unused sick days, employees will be credited the average of regular hours (not including overtime) worked in the previous year, excluding shift trades hours, to a maximum of ten (10) hours for full-time employees, and six (6) hours for part-time. Unused sick days will be paid out at hundred percent (100%).

ARTICLE 15 HEALTH & SAFETY

15.01 The Union, the Company and its employees agree to encourage good health and safety practices at work in accordance with legislation and regulations in effect.

It is the responsibility of each employee and the Company to ensure and promote a safe and healthy work environment. If an employee witnesses a dangerous situation or manoeuvre, which he cannot personally correct, he must inform his superior and his shop steward who will advise the person responsible.

In order to accelerate the treatment of injuries occurring at work, the Company shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the procedure to be followed in case of emergency based on the directives put forth by the appropriate airport authorities.

Committee

The parties to this agreement consent to set up a Health and Safety Committee having the same powers and obligations as those specified in the law. This committee shall be composed of two (2) Union representatives and one (1) Company representative.

The Health and Safety Committee:

- a. shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
- b. shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;
- c. shall cooperate with any occupational health service established by the work place;
- d. may establish and promote safety and health programs for the education of the employees represented by the committee;
- e. shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professional or technically qualified to advise the committee on those matters;
- f. may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- g. shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- h. shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;

- i. shall cooperate with safety officers;
- j. may request from the employer such information as the committee considers necessary to identify existing or potential hazard with respect to materials, processes or equipment in the work place;
- k. shall full access to all government and employer reports relating to the safety and health of the employees represented by the committee but shall not have access to the medical records of any person except with the consent of that person.

The employer shall post and keep posted, in a conspicuous place or places where they are likely to come to the attention of the employer's employees, the names and work locations of all the members of the health and safety committee established for the work place controlled by the employer.

The health and safety committee shall keep accurate records of all matters that come before it as identified under the section entitled "The Health and Safety Committee" mentioned above and shall keep minutes of its meetings and shall make those minutes and records available to a safety officer on the officer's request. All minutes are to be signed by the co-chair persons.

The health and safety committee shall meet during regular working hours once each month and, where meetings are urgently required as a result of an emergency or other special circumstance, the committee shall meet as required whether or not during regular working hours.

The members of the health and safety committee are entitled to such time from their work as is necessary to attend meetings or to carry out any of the other functions of a member of the committee, and any time spent by a member while carrying out any of the functions of a member of the committee shall, for the purpose of calculating wages owing to that member, be deemed to have been spent at work.

No member of the health and safety committee is personally liable for anything done or omitted to be done by the member in good faith under the purported authority of this section or any regulations made under this section.

- 15.02** The Company shall provide passenger service agents a standard hearing protection for each employee who performs duties on the ramp or at bridges.
- 15.03**
 - a. The Company and the Union will review all cases where a disabled employee is unable to perform his/her normal duties. Efforts will be made to accommodate such an employee, provided suitable work exists. The above applies to occupational and non-occupational illnesses or injuries.
 - b. The Company will provide the Union District Chairperson with written notice of those employees on CSST, Short and Long Term Disability.
- 15.04** Unifor Local 2002 National Health & Safety Coordinator shall have access to work areas and staff covered by this Agreement

ARTICLE 16 GRIEVANCE PROCEDURE

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

Step 1

An employee who has cause for complaint shall discuss it with their immediate supervisor and the Union 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.

16.02 **Step 2**

- a. Should the matter not be resolved through discussion the Union may submit a written grievance to the Passenger Service Manager 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 ten (10) days of receipt by the Company of the written grievance.
- d. Within ten (10) days following this hearing, the Passenger Service Manager or designate shall render his/her decision in writing to all parties concerned.

16.03 **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 Human Resources within ten (10) days.
- b. A hearing shall be held within then (10) days of receipt by the Company of the written grievance.
- c. Within then (10) days following this hearing, the Labour Relations Department shall render their decision in writing to all parties concerned.

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

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

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

- 16.07** Upon request, the Company shall provide the Union relevant documents pertaining to the alleged incident.
- 16.08** Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 18.

ARTICLE 17 DISCIPLINE & DISCHARGE

- 17.01** 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 or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if he/she so desires, they may have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of four (4) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after his/her regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing.
- 17.02** Any post probationary employee who has been disciplined or discharge may file a grievance in accordance with Article 16 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.
- 17.03** Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.
- 17.04** The Company shall remove any disciplinary correspondence from an employees personnel file after one (1) year. An employee shall be entitled to review his/her personnel file by submitting a letter to the local manager and remove any letters of discipline from his/her personnel file that have expired.
- 17.05** The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.

ARTICLE 18 ARBITRATION

- 18.01** Notice of intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.
- 18.02** 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 18.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator.
- 18.03** The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 18.04** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 18.05** The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.06** At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.
- 18.07** The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.
- 18.08** 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 19 DEDUCTION OF DUES

- 19.01** 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.
- 19.02** Membership in the Union shall be available to an employee eligible under the constitution of the Union on payment of the initiation fee or reinstatement fee uniformly required of all other such applicants.
- 19.03** The Company agrees to deduct authorized initiation/reinstatement fees from employees as authorized.
- 19.04** The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages a condition of employment.
- 19.05** 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.
- 19.06** 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.

- 19.07** 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 20 GENERAL

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

20.02 No Discrimination

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

20.03 New Job

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

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

20.05 Uniforms

Each year, each employee will receive the following number of points:

Passenger Service Agent	# POINTS
Hiring	42 points
End of the probation	33 points
1 year and more of service	75 points

Lounge Agent	# POINTS
Hiring	42 points
End of the probation	33 points
1 year and more of service	75 points

The list of items for the uniform is as follows:

Items	Points
Jacket	15 points
Pant	8 points
Shirt	4 points
Blouse	5 points
Tie	2 points
Scarves	2 points
Skirt	8 points
Cardigan	4 points
Winter coat	25 points

- a. An employee can't transfer their points from one year to another
- b. An employee, who no longer has points, can buy an item from the above list according to the price list from the uniform supplier.
- c. Employees must wear the full uniform and is responsible to keep clean and in good condition.
- d. Damaged clothing will be replaced as soon as possible without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.
- e. Upon request, the Company shall provide a maximum of two (2) maternity jumpers for the required period of the pregnancy or reimburse the equivalent cost of two maternity jumpers.
- f. The Company will pay alteration costs established by the Company to meet Company standards, for all new uniform pieces issued after ratification of this agreement. Uniforms and provisions for alterations are to be provided at each location.

20.06 Benefit and Insurance Plan

- a. The Company will implement a group insurance benefit plan in accordance with Appendix 2. This benefit plan will be subject to all applicable terms and provisions set out in the contract of insurance.

- b. Current Employees - All employees who are currently insured at the date of ratification will continue to be eligible to participate in this benefit plan. All other current employees will be eligible to participate in this benefit plan after the completion of twenty-four (24) months of service from their date of hire. Part time employees that have completed twenty-four (24) months of service and are eligible to participate in the plan will have a one-time option to opt out of coverage under this plan, excluding Life, AD&D, Dependent Life and STD.
- c. New Hires after ratification – Subject to and in accordance with all applicable terms, conditions and provisions of the group insurance benefit plan and after completion of twenty-four (24) months of service, Full time and Part time employees must be actively working for at least twenty (20) hours per week. Required minimum hours will be calculated on an annual basis.

Termination of coverage - Benefit coverage will cease on the effective day of employment termination

20.07 Harassment

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

Harassment is defined as a "course of vexatious comment or conduct that is known or ought 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 and management are expected to treat others with courtesy and consideration and to discourage harassment.

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

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

- Refusing to work or share facilities with another employee because of the other's gender, disability, sexual orientation, racial, religious or ethnic background.
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.
- Bullying by use of force, threat or coercion to abuse, intimidate or aggressively dominate others.

Obligation of employees

Employees are obligated to bring any complaint of harassment first to the harasser if possible, failing resolution then to the Company or the Union as soon as possible. If the Company /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;
- Lodge a complaint as described on the Company harassment policy by approaching the Company directly or with the assistance of the Union. If desired by the employee, a grievance may be initiated pursuant to the provisions of Article 15.06. Complaints and/or grievances involving harassment will be handled with all possible confidentiality.

Investigation

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

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

No reprisal or recrimination will be made by the Company or any employee against an employee because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

20.08 Parking Fees

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

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

20.09 New Employee Orientation -

Information for New Employees

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of their Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their Union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative will be given an opportunity to meet with the new employees in a classroom environment, within regular working hours, without loss of pay, for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees responsibilities and obligations to the Employer and the Union.

20.10 Paid Education Leave

- a. The Company agrees to pay into a special fund eight thousand dollars (\$8000.00), to cover all groups of employees, on March 31st each and every subsequent year of the collective agreement for the purpose of providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skill in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, Unifor and sent by the Company to the following address: Unifor, Paid Education Leave Program, 205 Placer Court, Toronto, Ontario, M2H 3H9.
- b. At the sole discretion of the Company, the Company may provide additional educational/training courses to employees, at no cost to the employee. All hours of attendance at these educational/training sessions shall be paid at the regular rate of pay and be considered time worked. The Company shall post in writing the dates and times of these programs. The Company shall provide employees with reasonable notice to ensure employees attendance.

c. TUITION FEES AND BOOK REFUND

It is the policy of the Company to encourage all employees to engage in personal self development through various mediums but especially through enrolment in formal academic training courses in the community and at work that are beneficial to the Company.

The decision to enrol shall be a mutual management employee decision based upon requirements. It is agreed that the Company will assist in the tuition fees and cost of books. The Company in cooperation with the Union representative will be as flexible as possible in shift assignments to maximize class attendance.

20.11 RRSP Contribution

After the completion of two (2) years of service, the Company shall offer to all employees the opportunity to participate in a Retirement Savings Program. Participation in said program is voluntary.

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

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

20.12 Pay Cheques

In the event of an error in pay of fifty (\$50.00) dollars or more, at the employee's expense and caused by the Company, the Company agrees to correct this error in the four (4) business days following the reception of the written notice of error in the payroll department. Any other error will be corrected on the following pay of the employee.

Should an overpayment be made on an employee's pay cheque, the Company will take back this money on the following pay of the employee. It is the responsibility of the employee to identify any error in salary to the Company.

ARTICLE 21 CLASSIFICATION OF EMPLOYEES

21.01 Employees covered by this Agreement shall be classified Passenger Service Agents.

21.02 Passenger Service Agent

The normal duties of a Passenger 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 passenger 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 passenger for aircraft through port facilities and perform all associated duties.
5. Attend to transit and interline passengers.
6. Attend to wheelchair chases.
7. Perform all ancillary duties including Sitatex.

8. Perform baggage tracing and functions related thereto, in the manner laid down by the airline and/or Company.
9. Perform load control in the manner laid down by the airline and/or Company.
10. Perform the function of cash/ticketing agent in the manner laid down by the airline and/or Company.
11. Carry and operate a radio as required.
12. Perform inventory and stocking of supplies in a manner laid down by the airline and/or Company.
13. Courtesy Agent Duty and all ancillary duties.

21.03 Lead Agent

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 the customer. Lead Agents shall not be accountable for formal discipline of the other employees covered by this Agreement.

21.04 In Charge

An In Charge has the same specific duties and responsibilities as defined under the Lead duties. In addition, they will have the responsibility of directing the work of one or more Leads and those employees assigned to them. They will perform supervisory functions except direct discipline. They must carry and operate a radio as required.

The Company reserves the right to schedule an In Charge based on operational requirements.

Qualifications

- A) Priority will be given to Lead Hands who apply for this position based on their Seniority provided that the lead is qualified to perform the work.
- B) Must have thorough understanding of the job requirement of the occupational group.
- C) Must be able to organise job functions within their occupational group and direct other employees on performance of these functions.
- D) Must have the necessary qualifications related to their occupational group.
- E) Assists the supervisor with daily planning.
- F) The In Charge can't replace a lead unless all other alternatives have been exhausted.

21.05 Lounge Agent


- Provide information for the public.
- Set up, clean up and restocking of food supplies and dishes.
- Provide a warm and welcoming environment for our Lounge guests.
- Ensure proper set up and presentation of food, beverage and all necessary supplies.
- Have coffee ready to go at opening in the AM.
- Replenish food, beverage and supplies as needed.
- Make sure hot food is kept hot and cold food is kept fresh.
- Ensure proper set up of snacks at the end of shift.
- Pre-set up for the following shift.
- Ensure all office supplies are available in the Business Center and stocked as needed.
- Ensure proper clean up of the lounges, kitchen area and refrigerators.
- Ensure proper storage of all food and beverage items.
- Greet customers immediately. Be friendly and sincere.
- Assist guests as needed, observe guests; anticipate needs and take action.
- Maintain follow up logs.
- Take inventory of food, beverages and supplies.
- Stock inventory.
- Replace plates, napkins, cups, glasses and silverware that are taken down to the dish room or out of the Lounge.
- Practice correct food and safety and sanitation procedures.
- Must perform all other job tasks and requirements as asked by management.”

ARTICLE 22 DURATION & RENEWAL


- 22.01** This agreement shall be effective from the 2nd day of April 2015 up to and including the 1st day of April 2018. Either party shall be entitled to give notice in writing to the other party as provided in the Canada Labour Code, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 22.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 1st day of April 2018 for any stated period acceptable to the parties and in accordance with the Canada Labour Code.
- 22.03** Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

DATED AT MONTREAL, QUEBEC, THIS 2 day of April 2015.

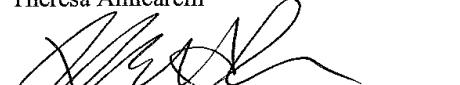
FOR THE UNION




Leslie Dias



Theresa Amicarelli




Jenny Ahn




Guillaume Brun




Filomena Bruno




Corine Comeau



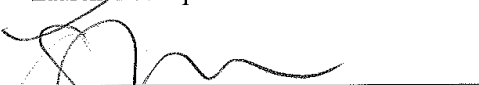
Melanié Da Silva



Josée Genois




Laurent Levesque

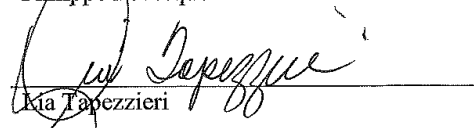


Cheryl Robinson

FOR THE COMPANY




Philippe Lévesque-Groleau



Mia Tapezzieri

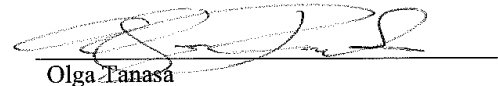
Rachid Baoudi



Laura Fowler



Guadalupe Rosell



Olga Tanasa

APPENDIX # 1

RE: INTEGRATION OF SERVISAIR AND HANDLEX EMPLOYEES

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

- A) All employees who at the date of ratification earned less than \$13.55 at the date of ratification, will be integrated at the nearest superior rate in article 5.01 and will continue to progress on this salary scale until they reach the maximum wage.
- B) All former Servisair employees with five (5) years of service or more and earning less than \$13.55 at the date of ratification, will be integrated at the nearest superior rate in article 5.01 and will continue to progress on this salary scale until they reach the maximum wage. 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 1% of their regular hours worked the previous year (to a maximum of 2080 hours) at their anniversary of service.
- C) All former Handlex employees with two (2) years of service or more and earning less than \$13.55 at the date of ratification, will be integrated at the nearest superior rate in article 5.01 and will continue to progress on this salary scale until they reach the maximum wage. 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 1% of their regular hours worked the previous year (to a maximum of 2080 hours) at their anniversary of service.
- D) All employees who at the date of ratification earned more of \$13.55, will be considered red circled for 2015 and will receive a lump sum payment equivalent of 1.75% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

In 2016 and 2017 at the anniversary of the ratification, employees will receive a lump sum payment equivalent of 1% of their regular hours (without any premiums) worked the previous year (to a maximum of 2080 hours).

APPENDIX # 2

RE: BENEFITS

	Basic	Core	Enhanced
Eligibility Period	24 Months		
Minimum hours of work/week	20 Hours per Week		
Life			
Benefit Schedule	\$20,000 Flat Amount		
Terminates at Age	Age 70 or Retirement		
AD&D			
Benefit Schedule	\$20,000 Flat Amount		
Terminates at Age	Age 70 or Retirement		
Optional Life Benefits	100% Employee Paid		
Life	Units of \$10,000 to Maximum of \$750,000		
Spousal Life	Units of \$10,000 to Maximum of \$750,000		
Each Child	Units of \$5,000 to maximum of \$10,000		
Optional AD&D	100% Employee Paid		
Employee	Units of \$10,000 to Maximum of \$800,000		
Spouse	Units of \$10,000 to Maximum of \$300,000		
Children	Units of \$5,000 to a Maximum of \$50,000		
Dependant Life			
Spouse	NONE		
Child			
Short Term Disability			
Benefit Schedule	66 2/3% of Weekly Income		
- Accident	1st Day or Consult Doctor		
- Hospitalization	1st Day or Consult Doctor		
- Illness	7 Working Days		
Benefit Period	26 Weeks		
Tax Status	Taxable		
Terminates at Age	Age 70 or Retirement		
Long Term Disability	100% Employee Paid		
Benefit Schedule	60% of first \$2,083 of basic monthly earnings, plus 45% of balance		
Maximum	\$15,000		
Non-Evidence Maximum	\$10,000		
Elimination Period	26 Weeks		
Tax Status	Non-Taxable		
Terminates at Age	Age 65 or Retirement		

Health Care	Basic	Core	Enhanced
Maximum	Unlimited		
Deductible	None		
Coinsurance	80%	100%	100%
Convalescent Hospital	semi-private to max of 180 days		
Private Duty Nursing	\$25,000 per 3 years (100% co-insurance)		
Accidental Dental	Included		
Hearing Aids	\$500 per 5 years		
In Province Hospital Benefit	semi-private		
Drugs - Plan Details			
Pay Direct Drug Card (Yes/No)	Yes		
Deductible/Dispensing Fee	\$3.00 for each prescription		
Coinsurance	80% of first \$2,500 of eligible expenses, 100% thereafter (Enhanced Mandatory Generic)	80% of first \$2,500 of eligible expenses, 100% thereafter (Enhanced Mandatory Generic)	90% of first \$2,500 of eligible expenses, 100% thereafter (Enhanced Mandatory Generic)
Fertility Drugs	None		
Smoking Cessation Drugs	None		
Erectile Dysfunctional Drugs	None		
Paramedical Practitioners	NONE	67% Co-Insurance	67% Co-Insurance
- Acupuncturist		\$500 per benefit year	\$500 per benefit year
- Audiologist		\$500 per benefit year	\$500 per benefit year
- Chiropodist		\$500 per benefit year	\$500 per benefit year
- Chiropractor		\$500 per benefit year	\$500 per benefit year
- Homeopath		\$500 per benefit year	\$500 per benefit year
- Massage Therapist		\$500 per benefit year (Rx Required)	\$500 per benefit year (Rx Required)
- Naturopath		\$500 per benefit year	\$500 per benefit year
- Occupational Therapist		\$500 per benefit year	\$500 per benefit year
- Osteopath		\$500 per benefit year	\$500 per benefit year
- Physiotherapist		\$500 per benefit year	\$500 per benefit year
- Podiatrist		\$500 per benefit year	\$500 per benefit year
- Psychologist		\$750 per benefit year (50% co-insurance)	\$750 per benefit year (50% co-insurance)
- Social Worker		None	None
- Speech Therapist		\$500 per benefit year	\$500 per benefit year
- Dietician		None	None
Orthotic Devices	\$200 per benefit year		
Orthopaedic Shoes	1 pair per person per benefit year		
Vision Care	100% at \$150 per person per 24 months		
Eye Examinations			
Survivor Benefit	12 Months		

Terminates at Age	Age 70 or Retirement		
Out-of-Province/Country			
Coinsurance	100%		
Emergency Maximum	\$1,000,000		
Referral Maximum	80% to max of \$50,000 per person		
Number of Days Limited	90 Days		
Dental Care	Basic	Core	Enhanced
Deductible	\$25 Single/\$50 Family		
Coinsurance			
- Basic Services	75%	75%	90%
- Units of Scale/Year	15 units per year		
- Major Restorative	Noe		
- Dentures		50%	50%
- Crowns		50%	50%
- Bridges		50%	50%
- Orthodontics			
- Age (Adult/Child)		None	50%
Maximum			
- Basic preventative & Basic restorative	\$1,200 per benefit year	\$1,200 per benefit year combined	\$1,500 per benefit year combined
- Major Restorative	None		
- Orthodontics		None	\$2,000 Lifetime Max
Fee Guide	current		
Recall Examinations	5 Months, Max 2 per benefit year		
Survivor Benefit	12 Months		
Terminates at Age	Age 70 or Retirement		

LETTER OF UNDERSTANDING No. 1

VACATION BLOCKS

Subject to Article 13.06, the following formula will be utilized to establish vacation blocks each year prior to vacation bidding:

The total number of vacation entitlements (weeks) at a location divided by fifty-two (52) equals weekly number of vacation blocks.

If the vacation entitlements remaining are twenty (20) weeks or more, another column shall be added to the vacation block. Any entitlements of less than one (1) week are not to be included in the formula.

Employees shall bid their vacation bid by poster. It is understood that the Union and the Company will jointly work together in this process.

When a previously bid vacation week(s) becomes available, or when an additional week(s) is allocated during the current vacation year, it will be awarded using the following process:

- (a) A vacation bid book will be maintained at each location
- (b) Employees in a location shall indicate in the vacation bid book any vacation week(s) they wish to be considered for should those week(s) become available.
- (c) The Company will award the open vacation on a seniority basis.

LETTER OF UNDERSTANDING No. 2

TEMPORARY EMPLOYEES

“A temporary employee is an employee who is available to work on a casual basis only and will be assigned hours according to Article 6.07.

A temporary employee must be available to work a minimum of two (2) days per week, and one of those days must be on the weekend (i.e. Friday, Saturday, or Sunday). They shall advise the company at the end of each month of their availability for the next month.

Existing temporary employees at the date of ratification of this collective agreement will not be subject to the above weekend requirement until such time as they decline the opportunity to become a permanent employee when the opportunity arises.

The parties agree that the language contained in LOU #3 requiring employees to work at least one weekend day, shall not apply to employees classified as permanent at the date of ratification and who subsequently become temporary employees.

LETTER OF UNDERSTANDING No. 3

INJURED & DISABLED EMPLOYEES

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 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 or cannot accommodate the request up to the point of undue hardship. The Company may ask the employee for more medical clarification and/or request the employee to see the Company doctor for medical assessment.

The Union may require information related to the employee's restrictions/modified duties where the seniority related rights of others may be affected.

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 available.

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

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

The return to work program is subject to applicable legislation.

LETTER OF UNDERSTANDING No. 4

EMPLOYEES WORKING ALONE ON AN OVERNIGHT SHIFT

The Company will ensure that any employee who is required to work alone on an overnight shift shall be provided with a telecommunications radio and/or a phone number of a person that they may contact in the event of an emergency.

In addition, the Company will make all efforts to ensure that several calls will be made to the employee working alone during the course of the employee's shift to ensure the health and safety of the employee.

LETTER OF UNDERSTANDING No. 5

RE: ARTICLE 6.03 – MEAL AND REST PERIODS

The Company agrees not to schedule shifts between seven hours and thirty-one minutes (7hrs 31mins) and seven hours and fifty-nine minutes (7hrs 59mins) in order to allow employees reasonable meal breaks.

LETTER OF UNDERSTANDING No. 6

RE: RELIEF FOR SPECIALIZED/CONTRACT CARRIERS

- Company to determine the number required
- Company to determine the training required
- Company to determine the qualifications required
- Applicants will be selected based on their classification seniority provided they show the ability to perform the work
- Once selected, assignments will be awarded by classification seniority
- Relief will be utilized to cover temporary vacancies of less than six (6) months
- When covering these vacancies, employees will receive the applicable premium for the specialized area plus an additional \$0.50 per hour for the time worked
- When not on a relief assignment, employees will revert back to their original bid

LETTER OF UNDERSTANDING No. 7

RE: TEMPORARY VACANCIES

A temporary vacancy will be covered in the following manner:

When the vacancy is over one week in duration, the employees who are locked into the area will bid on the shifts by classification seniority, prior to the relief employee selecting their shifts.

Vacancies of less than one week will be assigned as required.

These vacancies exclude maternity leave or illness of an expected duration of six months or longer. Vacancies expected to be six months or longer shall be posted for one week as "temporary" and shall be awarded to the most senior applicant.

LETTER OF UNDERSTANDING No. 8

RE: UMHQ

It is agreed that both parties will meet at the Headquarters level to resolve any issues arising from the language and/or intent of the Collective Agreement.

The parties agree that they will meet at the Headquarters level to resolve any issues arising from differences in interpretation of language and the intent of this round of bargaining of the collective agreement.

LETTER OF UNDERSTANDING No. 9

RE: DOMESTIC VIOLENCE

The Company and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The Company and the Union are committed to work with the employee through the process of recovery.

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.

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

LETTER OF UNDERSTANDING No. 10

RE: ARTICLE 14.11 – SICK DAYS

In order to integrate the Servisair and Handlex employees under a single agreement.

Article 14.11 of the Collective Agreement will take effect January 1, 2016.

At the date of ratification of this agreement, bank of sick days will be established in the following manner and for the year 2015:

Handlex employees

Employees will accrue one (1) day per month between January 1, 2015 and the date of ratification. Thereafter, employees will be eligible for the number of days described in section 14.11.

Employees with less than six (6) years of service are entitled to a total maximum of 3 days for 2015.

Employees with six (6) years or more of service will be entitled to the total maximum stipulated in Article 14.11 for 2015.

Servisair employees

Employees will receive at the date of ratification the allotment stipulated in article 14.11.

MOS – INTEGRATION OF SWISSPORT EMPLOYEES

MEMORANDUM OF SETTLEMENT

B E T W E E N:

SWISSPORT CANADA HANDLING INC.

(the “Company”)

- and -

UNIFOR, LOCAL 2002

(the “Union”)

RE: INTEGRATION OF SWISSPORT EMPLOYEES

WHEREAS pursuant to Order No. 10919-U of the Canada Industrial Relations Board issued on September 29, 2015, all bargaining unit employees of Swissport Canada Handling Inc. (“Swissport”) working “above-the-wing” are required to be integrated into the bargaining unit covered by the collective agreement between the Company and the Union having a term of April 2, 2015 to April 1, 2018 (the “Collective Agreement”);

AND WHEREAS the Company and the Union wish to resolve all outstanding matters related to the integration of the Swissport employees;

NOW THEREFORE the parties agree as follows in full and final settlement of all outstanding matters in dispute:

1. Effective on July 8, 2016, Swissport employees working “above-the-wing” will be integrated into the Company and covered by the terms and conditions of the subsisting Collective Agreement between the Company and the Union. For clarity, effective July 8, 2016, all Swissport employees being integrated into the Company will forthwith cease to be covered by the collective agreement between Swissport and the International Association of Machinists and Aerospace Workers and which had a term of March 26, 2013 to March 25, 2016.

2. Effective on July 8, 2016, the Collective Agreement will be amended as follows:
 - i. **Article 2.02**

“**2.02 Company** - Swissport Canada Handling Inc. as represented through Officers and Management at various levels or their delegated representatives.”

 - ii. **Article 2.07**

“**2.07 Location** – Montreal – Dorval Airport”

 - iii. **Article 3.01**

“**3.01** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Swissport Canada Handling Inc. engaged in passenger service at the Pierre Elliott Trudeau International Airport, Montréal, Quebec, **excluding** cargo services

employees, clerical employees, ground handlers, supervisors and those above the rank of supervisor.”

iv. **Article 5.01**

“5.01 Salary

Passenger Service Agent

LEVEL	Rate per hour
1	\$ 11.00
2	\$ 11.40
3	\$ 11.69
4	\$ 11.98
5	\$ 12.28
6	\$ 12.58
7	\$ 12.89
8	\$ 13.50
9	\$ 14.00

Employees will progress from one level to another on their anniversary of service.”

v. **Article 6.04**

“6.04 Shift Schedules

The Company will develop shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline

schedules. The Shift Scheduling Committee (3 members), appointed by the union, will be given to a minimum of 40 hours in total to review and finalize the bids. When the implementation of GS Planning will be done, the Company will reduce the hour of the shift committee to a minimum of 20 hours in total to review the bids. The seniority of employees will be considered when scheduling hours of work and days on and off. The Company shall accept the Shift Scheduling Committee's alternate schedule provided it meets the Company's requirements at no additional cost."

6.04 a), b), c), d), e) and f) – remain as-is

vi. **Article 13.06**

"13.06 Location – Selection

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

The Company can limit the number of employees per function or by product if the number of vacation at the same time puts at risk the contractual obligations of the company with one or more carriers."

vii. **Cover Page, Article 1.01 and any other similar Articles**

All references to “Servisair Inc.” will be deemed to be amended to “Swissport Canada Handling Inc.”

3. **Article 6.03 (breaks)** will become effective on September 9, 2016, for Swissport employees working “above-the-wing” and previously covered by the collective agreement between Swissport and the International Association of Machinists and Aerospace Workers (and which had a term of March 26, 2013 to March 25, 2016).
4. Effective on July 8, 2016, Swissport employees working “above-the-wing” and previously covered by the collective agreement between Swissport and the International Association of Machinists and Aerospace Workers (and which had a term of March 26, 2013 to March 25, 2016) will be paid as follows:
 - A. If the employee’s wage rate is less than \$14.00 per hour, then the employee will be placed at the wage rate level in Article 5.01 of the Collective Agreement that is closest to, but higher than, their previous wage rate. These employees will then progress through the pay scale set out in Article 5.01 in accordance with the provisions and practices corresponding to the Collective Agreement; and
 - B. If the employee’s wage rate is equal to or greater than \$14.00 per hour, then the employee will be red circled at his or her current wage rate. However, these employees will receive the following lump sum payments,

less applicable deductions and remittances required by law, on the dates indicated:

- a. Effective July 8, 2016 - a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours; and
 - b. Effective April 1, 2017 - a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours.
5. Effective on July 8, 2016, Passenger Service Agent covered by the collective agreement between Servisair and Unifor, Local 2002 (and which had a term of April 2, 2015 to April 1, 2018) will be paid as follows:
- A. If the employee's wage rate is equal to \$10.75 per hour, then employee will place at the wage rate level 1 at \$11.00 per hour. These employees will then progress through the pay scale set out in Article 5.01 in accordance with the provisions and practices corresponding to the Collective Agreement; and
 - B. If the employee's wage rate is equal to or greater than \$11.40 per hour and equal to or less than \$12.89 per hour, these employees will remain on there actual level and will progress through the pay scale set out in Article 5.01 in

accordance with the provisions and practices corresponding to the Collective Agreement; and

- C. If the employee's wage rate is equal to \$13.22 per hour, then employee will place at the wage rate level 8 at \$13.50 per hour. These employees will then progress through the pay scale set out in Article 5.01 in accordance with the provisions and practices corresponding to the Collective Agreement; and
- D. If the employee's wage rate is equal to or greater than \$13.55 and less than \$14.00 per hour, then employee will place at the wage rate level 9 at \$14.00 per hour, then the employee will be red circled at this wage rate. However, these employees will receive the following lump sum payment, less applicable deductions and remittances required by law, on the dates indicated:

On April 1, 2017, a gross a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours.

- E. If the employee's wage rate is equal to or greater than \$14.00 per hour, then the employee will be red circled at his or her current wage rate. However, these employees will receive the following lump sum payments, less applicable deductions and remittances required by law, on the dates indicated:

A. Effective April 1, 2017 - a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours.

MEMORANDUM OF SETTLEMENT #2 – Lounge and Salon VIP

The Company and the Union agreed to create a new classification within the current collective agreement.

In order to integrate this new classification the Collective Agreement will be amended as follows:

1) Article 5.01

“B) The following rates will be applicable to all Lounge Agent as of the date of signature of this MOS:

Lounge Agent

Length of Service	\$
Level 1	\$11.00
Level 2	\$11.40
Level 3	\$11.69
Level 4	\$11.98
Level 5	\$ 12.28
Level 6	\$ 12.58
Level 7	\$ 12.89
Level 8	\$ 13.50
Level 9	\$ 14.00

Employees will progress from one level to another on their anniversary of service.”

2) Article 5.02

“B – Lounge Agent Premium

a. In Charge \$ 3.00/hour”

3) Article 2.11

“Lounge Agent” will be added as a classification

4) Article 11.02 – A)

- A)** If a staff overage situation exists in a status within a location, the following sequence of events will occur until the situation is corrected:
- a.** EITHER use their seniority to displace the most junior employee within the same classification in any other status within the location , OR
 - b.** Accept a vacant position in another classification as long the employee has the required qualification and no physical limitation for such position, OR
 - c.** Accept a temporary position, OR
 - d.** Accept lay-off with right of recall in his/her own location, OR
 - e.** Elect termination of service with the Company with no right of recall. In such case, the employee shall receive the applicable severance pay as provided for under the *Canada Labour Code*

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining costs are not workable under the given circumstances of a layoff.”

5) Article 13.07

“13.07. The Company may limit vacation during the Christmas and New Year period (December 16th through to and including January 15th).

Also, for the lounge agent, the Company may limit vacation during the summer period (mid June through to and including mid September).

For further clarification, the employer may choose not to include excess vacation blocks during this period.”

6) Article 20.05

“20.05 Uniforms

Each year, each employee will receive the following number of points:

Passenger Service Agent	# POINTS
Hiring	42 points
End of the probation	33 points
1 year and more of service	75 points

Lounge Agent	# POINTS
Hiring	42 points

End of the probation	33 points
1 year and more of service	75 points

The list of items for the uniform is as follows:

Items	Points
Jacket	15 points
Pant	8 points
Shirt	4 points
Blouse	5 points
Tie	2 points
Scarves	2 points
Skirt	8 points
Winter scarves	4 points
Winter coat	25 points

- g. An employee can't transfer their points from one year to another
- h. An employee, who no longer has points, can buy an item from the above list according to the price list from the uniform supplier.
- i. Employees must wear the full uniform and is responsible to keep clean and in good condition.
- j. Damaged clothing will be replaced as soon as possible without cost to the employee, as long the employee will provide the damaged item to the Company for exchange.
- k. Upon request, the Company shall provide a maximum of two (2) maternity jumpers for the required period of the pregnancy or reimburse the equivalent cost of two maternity jumpers.
- l. The Company will pay alteration costs established by the Company to meet Company standards, for all new uniform pieces issued after ratification of this agreement. Uniforms and provisions for alterations are to be provided at each location."

7) Article 21.05

"Lounge Agent

- Provide information for the public.
- Set up, clean up and restocking of food supplies and dishes.
- Provide a warm and welcoming environment for our Lounge guests.
- Ensure proper set up and presentation of food, beverage and all necessary supplies.

- Have coffee ready to go at opening in the AM.
- Replenish food, beverage and supplies as needed.
- Make sure hot food is kept hot and cold food is kept fresh.
- Ensure proper set up of snacks at the end of shift.
- Pre-set up for the following shift.
- Ensure all office supplies are available in the Business Center and stocked as needed.
- Ensure proper clean up of the lounges, kitchen area and refrigerators.
- Ensure proper storage of all food and beverage items.
- Greet customers immediately. Be friendly and sincere.
- Assist guests as needed, observe guests; anticipate needs and take action.
- Maintain follow up logs.
- Take inventory of food, beverages and supplies.
- Stock inventory.
- Replace plates, napkins, cups, glasses and silverware that are taken down to the dish room or out of the Lounge.
- Practice correct food and safety and sanitation procedures.
- Must perform all other job tasks and requirements as asked by management.”

8) Integration of actual lounge agent

In accordance with article 5.01 b) and in order to integrate actual lounge agent under the collective agreement. Employee hired prior July 8, 2016, will be paid as follows:

- C. If the employee’s wage rate is less than \$14.00 per hour, then the employee will be placed at the wage rate level in Article 5.01 b) of the Collective Agreement that is closest to, but higher than, their previous wage rate. These employees will then progress through the pay scale set out in Article 5.01 in accordance with the provisions and practices corresponding to the Collective Agreement; and
- D. If the employee’s wage rate is equal to or greater than \$14.00 per hour, then the employee will be red circled at his or her current wage rate. However, these employees will receive the following lump sum payments, less applicable deductions and remittances required by law, on the dates indicated:

- c. Effective July 8, 2016 - a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours; and
- d. Effective April 1, 2017 - a gross lump sum payment equivalent to one percent (1%) of the employee's regular wages (excluding overtime and any other premiums) earned during the previous twelve (12) months, based on a maximum of 2080 hours.


All others articles remain as-is.

IN WITNESS WHEREOF the parties hereto have signed this Agreement.

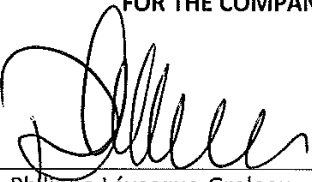
Dated this 27 day of June, 2016 in the City of Montreal, Quebec.

FOR THE UNION

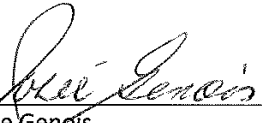
FOR THE COMPANY



 Leslie Dias
 National Representative




 Philippe Lévesque-Groleau
 National Director, Labour Relations




 Josée Gendois
 Assistant to the President
 Unifor, Local 2002




 Miran Pristovnik
 General Manager
 Swissport Canada Handling Inc.




 Filomena Bruno
 District Chair
 Unifor, Local 2002



 Guadalupe Rosell
 PAX Manager
 Swissport Canada Handling Inc.



 Karyn Powers
 Vice-Chair
 Unifor, Local 2002



 Pierre Bourbonnais
 Planning Manager
 Swissport Canada Handling Inc.