

**COLLECTIVE LABOUR AGREEMENT**

***BETWEEN***

**SYNDICAT DES TRAVAILLEUSES ET TRAVAILLEURS  
DE NAVSTAR AVIATION – CSN**



**EDSC, TRAVAIL  
ESDC, LABOUR**

**FEB 01 2023**

**SFMC  
FMCS**

**- AND -**

**PRIMEFLIGHT AVIATION SERVICES CANADA, INC.**

**2022-2025**

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**ARTICLE 1 – PURPOSE****1.01 Purpose of the Agreement**

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

**ARTICLE 2 – RECOGNITION****2.01 Recognition of the Union**

The Employer recognizes the Union as the sole bargaining agent, mandatory of the employees covered by the certification of the Canada Industrial Relations Board, dated June 23, 2022, and that read as follows:

*"all employees of PrimeFlight Aviation Services Canada, Inc., Global Aviation Services Inc. and NavStar Service En Aviation Inc. working at the Montréal Pierre-Elliott-Trudeau International Airport, excluding office clerks, supervisors and those above the rank of supervisor."*

**2.02 Work From Persons Excluded From the Bargaining Unit**

Non-bargaining unit personnel will not normally perform bargaining unit work.

**2.03 Special Agreement**

No special agreement between an employee and the Employer with respect to work conditions other than those provided for in this agreement or to work conditions not provided for in this agreement shall be valid unless approved in writing by the Union.

**ARTICLE 3 – RIGHTS OF MANAGEMENT****3.01 Rights Of Management**

The Union agrees that, except as otherwise specifically addressed in this Agreement, it is the exclusive right of the Employer to manage its business and its workforce. Among the exclusive rights of management, but not intended as a wholly inclusive list of them are: the right to plan, direct and control all operations performed at the various locations served by the Employer; to direct and schedule the workforce; to determine the methods, procedures, equipment, operations and/or services to be utilized and/or provided or to discontinue their performance by the employees of the Employer and/or subcontract the same without the intent to circumvent this Agreement; to discontinue operations, by sale or otherwise in whole or in part at any time; determine the work duties of employees; promulgate, post and enforce reasonable rules and regulations governing the conduct and acts of employees during working hours provided the Union and the employees have received prior notification of such; to require that duties other than normally assigned be performed; select supervisory employees; train employees; discontinue or reorganize or

combine any part of the organization; to discipline, suspend and discharge for just cause; to relieve employees from duty for lack of work or any other legitimate reason; to cease acting as a contractor at any location or cease performing certain functions at any locations, even though employees at that location may be terminated or relieved from duty as a result. The forgoing statements of management rights and Employer functions are not all inclusive but indicate the type of matters or rights which belong to and are inherent in management and shall not be construed in any way to exclude other Employer functions and rights not specifically enumerated. If a specific provision of this Agreement conflicts with a right enumerated in this Article, that specific provision shall govern. All management functions, rights and responsibilities which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

### **3.02 Regulations**

Any new regulations adopted by the Employer will take effect seven (7) days after the Employer has posted it and a copy has been given to the Union. This regulation shall remain posted for a period of thirty (30) days following its coming into effect.

No regulations can come in conflict with the provisions of the collective agreement and cannot be unreasonable.

## **ARTICLE 4 – DEFINITIONS**

### **4.01 Employee**

An employee is defined as every employee within the bargaining unit working for the Employer in return for compensation, covered by the certification of the Canada Industrial Relations Board, dated June 23, 2022, and that read as follows:

*"all employees of PrimeFlight Aviation Services Canada, Inc., Global Aviation Services Inc. and NavStar Service En Aviation Inc. working at the Montréal Pierre-Elliott-Trudeau International Airport, excluding office clerks, supervisors and those above the rank of supervisor."*

### **4.02 Employer**

According to the certification of the Canada Industrial Relations Board, dated June 23, 2022, The Employer is defined as Navstar Service En Aviation Inc. and Global Aviation Services Inc., as well as all its authorized representatives.

### **4.03 Full-time Employee**

A full-time employee is defined as an employee who has completed his probation period, in accordance with article 11.01, and works a minimum of thirty-two (32) hours per week, as defined in article 16.15.

### **4.04 Part-time Employee**

A part-time employee is defined as an employee who has completed his probation period, in accordance with article 11.01, and works less than thirty-two (32) hours.

#### **4.05 Union**

According to the certification of the Canada Industrial Relations Board, dated April 6, 2018, The Union is defined as the *Syndicat des travailleuses et des travailleurs de NavStar Aviation-CSN*, as well as all its authorized representatives.

#### **4.06 Status**

An employee is deemed to have either one of the following status:

- a) Full-time
- b) Part-time

An employee acquires a new status if he obtains a new position with a different status following a posting.

The full-time employee does not lose his status unless he obtains a part-time position or uses the provisions of this article.

A part-time employee who was scheduled one thousand six hundred (1,600) hours between January 1 and December 31 of the current year, obtains the status of full-time employee. However, the employee may refuse her change of status by notifying the Employer and the Union in writing.

In this case, the employee maintains her status and the Employer has the obligation to post a regular position in the classification concerned within seven (7) days of receiving the employee's notice. The posting of this position is done in accordance with the collective agreement.

#### **4.07 Classifications**

To the purposes hereof, the parties acknowledge the following classifications:

- 1. Cabin Agent;
- 2. Lead Cabin Agent;
- 3. Ramp Agent;
- 4. Lead Ramp Agent;
- 5. Mechanic.

#### **4.08 Position**

A position is a classification and a status. All employees must have a position.

### **ARTICLE 5 – UNION DUES & UNION MEMBERSHIP**

#### **5.01 Union Regime**

The parties hereto agree that all employees covered by this Agreement shall become members of the Union and maintain membership in good standing in the Union.

### **5.02 Union Dues**

Each employee agrees that the Employer may deduct his Union dues from every paycheck, as established by Union regulations.

Amounts deducted will be forwarded to the Union's Treasurer fifteen (15) calendar days after they were collected, together with two (2) copies of a list including:

1. Employee's name;
2. Job classification;
3. Status;
4. Hourly rate;
5. Gross salary per pay period for regular hours only;
6. Union dues for the pay period;
7. Cumulative amount of dues;
8. Pay period;
9. Date hired.

All changes to regular dues must be made by the Employer upon receipt of a written notice from the Union outlining such changes.

The Employer agrees to show the cumulative amount of Union dues deducted on each employee's T-4 and RL-1 slips for the current year.

### **5.03 Newly Hired Employees**

Upon hiring an employee covered by the bargaining unit, the Employer shall notify the Union in writing within fourteen (14) days of the name of the employee, the position he will hold, their first shift and training day date, as appropriate. At the same time, the Employer shall provide the Union the address and telephone number of the new employee.

During normal working hours a Union representative may provide in person or via a Union delegate, the employee or employees their documents, have them sign their membership cards and any other documents deemed necessary by the Union. It is understood that the time spent at these meetings will be without loss of pay for the Union representative and or the new employee or employees.

## **ARTICLE 6 – STRIKES AND LOCK-OUTS**

### **6.01 Strikes**

It is hereby agreed that it is the intention of the parties hereto to prohibit strikes and labour action in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes or unfair labour

practice strikes.

#### **6.02 Lock-outs**

In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lockouts by the Employer.

### **ARTICLE 7 – NON-DISCRIMINATION**

#### **7.01 Non-discrimination**

Neither the Employer, nor his representatives, the Union or the employees may discriminate against anyone because of race, colour, sex, pregnancy, sexual orientation, civil status or age, religion, political convictions, language, ethnic origin or nationality, social standing, handicap or the use of any means to compensate for such handicap or because of Union activities.

Any distinction, exclusion or preference based on the skills or qualities required for a job is not considered as discrimination.

No employee shall be discriminated against by the Employer nor suffer any loss of employment solely because of membership or activity in the Union so long as such activities are affecting the operation.

#### **7.02 Gender**

The masculine gender used throughout the Collective Agreement designates women as well as men.

#### **7.03 Compliance With Charter**

The Company agrees to abide by the Canadian Human Rights Act in all matters of personal and sexual harassment.

#### **7.04 Harassment**

Harassment and violence means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an employee, including any prescribed action, conduct or comment.

Every employee has the right to a workplace free from psychological harassment. The Employer must take reasonable steps to prevent psychological harassment and, when such conduct is brought to its attention, to put a stop to it. In particular, the Employer shall adopt and make available to its employees a policy for the prevention of psychological harassment and the handling of complaints, in accordance with the provisions of the collective agreement and including, among other things, a component concerning conduct manifested by words, acts or gestures of a sexual nature.

For the purposes of this collective agreement, "psychological harassment" is defined as vexatious behaviour in the form of repeated hostile or unwanted conduct, verbal comments, actions or gestures, which affects the dignity or the psychological or physical

integrity of an employee and which results in a harmful work environment for the employee.

For greater clarity, psychological harassment includes such conduct when it manifests itself through such words, acts or gestures of a sexual nature.

A single act of serious conduct may also constitute psychological harassment if it is so harmful and has a continuing harmful effect on the employee.

The Employer and the Union will work together to prevent all forms of harassment. Consequently, the parties, meeting as a joint committee, undertake, within three (3) months of the signing of the collective agreement, to develop and implement a policy to prevent and deal with complaints of psychological harassment.

## **ARTICLE 8 – UNION RIGHTS**

### **8.01 Executive Committee**

The Employer acknowledges a Union Executive Committee comprised of officers chosen among Union members as the Union's official representative. The Union informs the Employer in writing of the employees' names and of any subsequent changes.

### **8.02 Labour Relations Committee**

A committee composed of two (2) representatives of the Employer and two (2) representatives of the Union shall be formed to study and discuss any labour relations problems relating to working conditions, the application of the collective agreement, and grievances. Also, the committee shall be formed to study and make recommendations to the Employer on safety, health and hygiene issues, all in accordance with the Occupational Health and Safety provisions in the Canadian Labour Code.

The parties inform each other in writing of the names of their representatives on this committee. The parties may also agree to the presence of any other person they deem useful.

This committee meets as often as the parties agree, normally between 9:00 am and 5:00 pm. Absent an emergency as recognized by the Employer, meetings require at least seven (7) days' prior notice of scheduling with agenda. The employees attending at these meetings receive the equivalent of the salary for a normal day of work, as provided for in this collective agreement.

### **8.03 Health And Safety Committee**

- a) The Employer and Union will establish a Health and Safety Committee in conformity with Part II of the Canada Labour Code in all matters pertaining to health and safety. Both parties will ensure active and productive participation by their members of the Committee.
- b) The Employer and all its employees will abide by the Canada Labour Code in all matters pertaining to health and safety.

**8.04 Negotiation Committee**

The Employer to acknowledge two (2) Union delegates or officers to participate in every bargaining session concerning the renewal of the Collective Agreement.

The Employer grants a release with pay to each delegate chosen by the Union who participates in the bargaining sessions concerning the renewal of the Collective Agreement. These Unionized releases are granted during all the negotiation process.

**8.05 Unionized Releases**

The Employer grants a Unionized release without pay to each employee chosen by the Union for Unionized business or participating in Unionized activities. These Unionized releases are granted under the following conditions:

- a) The Union must inform the Company in writing at least ten (10) days in advance, except for emergencies;
- b) Two (2) employees at a time may obtain such Unionized release;
- c) The total of days may not surpass forty-five (45) days per collective agreement year inclusive of both employees and will not be unreasonably withheld.

**8.06 Union Advisor**

Any outside representative of the Union may enter the workplace for all matters related to the application and renewal of this collective agreement once identification is cleared with the Employer. It is agreed that such visits must not affect the employees' duties or work.

The Union will indemnify and hold harmless the Employer from any claim, costs, fines, or damages of any nature caused by such representative

**8.07 Union Board**

At least one (1) lockable bulletin board shall be maintained for the posting of Union Notices. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libellous, of a defamatory nature, or that could be contrary to good customer relations. The Union will show the Employer an advance copy of any posting

**ARTICLE 9 – COMPLAINTS, GRIEVANCES AND ARBITRATION****9.01 Definition**

A grievance is defined as any complaint relative to the interpretation and/or to the application of the collective agreement or any article therein.

**9.02 Time limit****a) Preliminary Discussions:**

The parties generally accept the principle that a complaint relative to the application and interpretation of the collective agreement will be settled as

quickly as possible. To that effect, the parties agree that any employee will, before presenting a grievance, discuss his case with his immediate Supervisor in the presence of a Union delegate if desired in order to allow his immediate Supervisor the possibility to settle it. In the absence of the Supervisor, the complaint may be heard by the Manager.

**b) Submission Of The Grievance In Writing**

For lack of a settlement, a grievance may be submitted in writing by the employee or the Union to the Employer or his representative within thirty (30) days of the date that the incident occurred, or of the date of the knowledge of its occurrence if the employee establishes that it was impossible for him to be aware of it earlier or the right to grieve shall be deemed waived. A meeting may be held within fourteen (14) days of receipt by the Employer of the written grievance to clarify the alleged complaint.

The Employer or their representative must provide a response in writing within fourteen (14) days following.

**c) Reference to Arbitration**

Every grievance submitted, may be referred to arbitration if it has not been settled by the joint labour relations committee.

**9.03 Collective Grievance or Union Grievance**

If a group of employees taken collectively believes that their rights were infringed, the Union may submit a collective grievance within thirty (30) days of the date that the incident occurred or of its knowledge providing that the Union establishes that it was impossible to have knowledge of it earlier. The grievance must be submitted in writing and bear the signature of a Union representative. The Union will request a preliminary discussion with management (as per article 9.02 a), in order to resolve the issue prior to submitting grievance.

**9.04 Discussions in Labour Relations Committee**

Before the Union or the Employer proceed to the application of article 9.05, all grievances are discussed between the Employer and the Union and the Union Counsellor in the framework of the Labour Relations Committee.

The parties may waive or extend the time limits by mutual written agreement. The extension must be specified for a fixed time.

**9.05 Selection Of The Arbitrator**

The parties will try to reach an agreement on the selection of an arbitrator. For lack of reaching an agreement, the Union or the Employer, for their respective grievance, may request the minister of Labour to assign an arbitrator to hear the grievance.

**9.06 Power Of The Arbitrator**

The arbitrator only has the jurisdiction and authority to interpret and apply the provisions

of the present collective agreement; he does not have the power to alter, add, modify the provisions in any manner whatsoever, nor to render a decision which is incompatible with the terms and provisions of the present agreement.

Where an arbitrator determines that an employee has been discharged or disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject of the arbitration, the arbitrator has power to substitute for the discharge or discipline such other penalty as to the arbitrator or arbitration board seems just and reasonable in the circumstances.

#### **9.06 Burden Of Proof**

In each case of a disciplinary measure, the Employer will have the burden of proof.

#### **9.07 Arbitration Judgment**

The arbitrator's decision is final and binds the Employer, the Union and the employee. The judgment of the arbitrator must be rendered according to article 64 of the Canada Labour Code.

#### **9.08 Costs Of Arbitration**

The parties to this Agreement equally defray the expenses and fees of the arbitrator.

#### **9.09 Specific Arrangements**

##### **a) Content Of The Grievance**

The nature of the grievance and the corrections requested are specified in writing on the grievance. No grievance can be considered null or rejected for legal flaw, irregularity of procedure or technical error in its formulation. However, failing to respect the delay provided in article 9.02 b) does not constitute an error of form or an irregularity.

##### **b) Grievance Settlement**

All grievance settlements bind the parties and it is recorded in writing.

The Company will not attempt to settle a grievance with the employee without the presence of a Union representative.

##### **c) Non Discrimination**

An employee cannot be penalized, bothered or intimidated because he has lodged or is involved in a grievance.

### **ARTICLE 10 – DISCIPLINARY MEASURES**

#### **10.01 Principle And Definition**

Depending on the gravity and the frequency of the infractions committed and taking into consideration the circumstances, the following disciplinary measures may be applied:

##### **a) Written warning**

- b) Suspension
- c) Dismissal

The disciplinary measures must be imposed impartially. The Employer must respect the principle of progressive discipline.

#### **10.02 Delays To Impose A Disciplinary Measure**

Each disciplinary sanction imposed by the Employer to an employee shall be confirmed in writing within fifteen (15) days following the infraction or following the date of the knowledge of this infraction by the Employer. Such notice shall mention the reason(s) supporting the decision of the Employer and a copy shall be given in the same time frame to the Union.

Copy of all disciplinary reports included in the personal file of the employee will be remitted to the Union upon request.

#### **10.03 Recourse Of The Employee**

Any employee receiving a warning notice, or is suspended or dismissed may, if he believes that he was unjustly treated, contest the disciplinary measure by a grievance, by following the grievance procedure.

#### **10.04 Statute of Limitation**

Any disciplinary notice dating back more than twelve (12) months will not be used for the purpose of further discipline if there has been no similar offence during that period. A disciplinary notice is removed from the employee's personnel records after the time specified in this paragraph.

#### **10.05 Disciplinary Interview**

The employee called by a representative of the Employer for an interview concerning disciplinary measures must be accompanied by a Union representative.

#### **10.06 Access To Personal File**

An employee may, after having requested to consult his personal file with the personnel department, consult his personal file or obtain a copy of it. A Union representative may also consult an employee's file and upon permission from employee to do so.

The Employer has the right to limit the access to all or to part of the documents in order to protect other employees or company rights to privacy.

### **ARTICLE 11 – PROBATION**

#### **11.01 Probation Period For Hiring**

The first three (3) calendar months (excluding medical leave), shall be the probationary period during which the Employer will assess whether a new employee, who has been evaluated, is suitable to be retained. It is understood that such new employee, who sees his employment terminated during the probationary period, is not entitled to the

grievance procedure.

#### **11.02 Probation Period On Transfer**

An employee transferring from one classification to another will be required to serve a trial period of thirty (30) days worked in his new position. This trial period is to provide the Employer time to evaluate the employee's suitability in the new classification. The employee may exercise his seniority in his previous classification if he chooses to return to it or should he fail to successfully complete his trial period.

### **ARTICLE 12 – SENIORITY**

#### **12.01 Definition**

Company seniority for all employees within the bargaining unit shall be the length of service with the Employer.

The company seniority shall govern vacation entitlement, job postings pursuant to articles 21 and 15 and displacement (Bumping) rights.

#### **12.02 Classification Seniority**

- a) The classification seniority of an employee is based on either situation:
  - For an employee leaving a lead classification for the related non-lead classification, classification seniority will be set at company seniority.
  - In all other cases, classification seniority will commence on the date of entry into the classification as outlined in Article 23.
- b) Classification seniority shall govern:
  - 1. Retention as a result of lay-off.
  - 2. Recall following lay-off.
  - 3. Filling of temporary vacancies.
  - 4. Schedule selection and vacation selection.

#### **12.03 Loss Of Seniority And Employment**

Employee employment and seniority shall both terminate when an employee:

- a) voluntarily terminates his employment, or
- b) is discharged for cause and not re-instated, or
- c) is laid off for a period of twenty-four (24) months, or
- d) fails to report to the Employer after being recalled from layoff unless he provides the Employer with valid documentation to justify his failure to respond to the recall notice. Such notices must be given in person or must be sent by registered mail to the employee's last known address with the Employer. The employee must receive the notice at least seven (7) days before the starting date. It is the

- responsibility of the employee to provide the correct contact information, or
- e) fails to report for work after termination of leave of absence, or
  - f) is absent for three (3) scheduled working days without notice to the Employer, except when circumstances beyond the employee's control make it impossible to give such notice.

#### **12.04 Seniority Lists**

- a) The Employer displays a seniority list showing the full-time employees and the part-time employees.

Two (2) times per year, on or around February 15 and August 15, the Employer shows on these seniority lists the last name, first name, classification, hire date. It is posted for thirty (30) days

- b) A copy of the list or its revisions is forwarded to the Union. If an employee or the Union wishes to challenge the list, this can be done by following the grievance procedure in article 9.

#### **12.05 Accumulation Of Classification Seniority Following A Transfer**

- a) Should an employee, full-time or part-time, be permanently transferred from one classification, his classification seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his classification seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer. The old classification date will be adjusted if/when the employee is to return to that classification after the sixty (60) days.
- b) Any employee performing temporary functions outside the scope of this Agreement for a period exceeding twelve (12) consecutive months will see his seniority frozen after that period of time. At the end of such temporary assignment, the employee shall return to his previous position.
- c) If more than one employee transfers on the same day to the same classification, seniority with the Employer will determine such employee's classification seniority as between these employees.

#### **12.06 Same Day Hiring**

The seniority rank of employees hired on the same day will be determined by a numbers draw in the presence of the employees and a Union representative.

### **ARTICLE 13 – LAY-OFF AND RECALL**

#### **13.01 Unforeseeable Circumstances**

Should any circumstance including fire, flood, explosion, pandemic, epidemic, Act of God, work stoppage by employees of an airline serviced by the Employer, loss of contracts, sudden reduction in flight volume, make it necessary to reduce the workforce, the

employees affected thereby shall be laid-off according to Article 12.2 with twenty-four (24) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled according to Article 12.02.

### **13.02 Lay-off**

- a) The Employer agrees to meet the Union in the event of a lay-off to discuss displacement rights in each job classification.
- b) In the event of major operational changes, the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off, provided such discussion does not present any economic hardship on the Employer.

### **13.03 Advance Notice**

- a) The Employer shall notify the Union as soon as possible prior to any lay-off or when the Employer reduces the number of full-time employees. All employees shall receive at least fourteen (14) days notice, except in the case of laid-off employees as defined in 13.01.
- b) Laid-off full-time employees shall have an option to bump a junior part-time employee within seven (7) days notice of the layoff notice or take the layoff.

### **13.04 Recall Notice**

Recall shall be by registered mail to the address last filed by the employee with the Employer, or by personal interview. The Union shall receive a copy of each letter of recall and notification of each recall made by personal interview. An employee on the recall list must keep the Employer informed of any change of address by registered mail.

### **13.05 Displacement Rights**

It is agreed that a laid-off employee who holds more company seniority than the most junior employee in another classification for which he is qualified may exercise that seniority to bump the most junior employee in that classification. For classification seniority purposes, this situation is treated as if the employee obtained a posted position.

### **13.06 Severance Pay**

An employee who is laid off for longer than twenty-four (24) months losses or can elect subject to their length of service to abandon his recall rights and receive severance pay in accordance with the Canada Labour Code.

## **ARTICLE 14 – LEAVE OF ABSENCE**

### **14.01 Leave Without Pay**

- a) After one (1) year of service, a leave of absence without pay may be granted by the Employer upon two (2) weeks written notice except in special circumstances for a period of not less than one (1) week and not exceeding sixty (60) calendar days. Such leave when granted shall be without loss of accrued seniority or benefits; provided, however, that employee shall pay fifty percent (50%) of

benefits cost while on leave. This leave will not be denied unless the employee's absence affects the efficient operations of the Employer.

- b) Such leave will only be granted once per year.
- c) The Employer shall give its reply within ten (10) working days of receipt of a request and cannot be cancelled unless by mutual agreement.

#### **14.02 Maternity/Paternity/Parental Leave**

Maternity/Paternity/Parental leaves shall be granted in accordance with the Provisions of Part III of the Canada Labour Code to any employee.

#### **14.03 Bereavement Leave And Compassionate Care Leave**

- a) During the period beginning on the date of death of an immediate family member and ending six weeks after the date of the next of funeral, burial or memorial service, whichever is later, an employee shall be entitled to five (5) working days of leave. If the employee has completed three (3) months of continuous employment, he is entitled to the first three (3) days paid. In order to qualify for the aforementioned bereavement leave, an employee may be required to supply proof of death. An employee may request additional time off beyond the aforementioned five (5) days (three (3) paid if employee has been in service at least three (3) months) without pay, not to exceed an additional seven (7) days.
- b) Immediate family means: parent, legal guardian, spouse, common law spouse, child, step child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law, grandparents or grandchildren of employee and spouse.

#### **14.04 Paid Leave At Birth/Adoption Of Child**

An employee shall be paid at his regular rate of pay for four (4) days due to his absence further to the birth or the adoption of a child. These four (4) days must be taken within seven (7) days following the birth or adoption of the child.

Should there be complications during childbirth causing the spouse to be detained in the hospital, an additional leave of absence without pay not to exceed seven (7) days may be granted.

#### **14.05 Sick Leave**

The Employer shall provide to employees a leave of absence of up to five (5) days per calendar year for the reasons detailed in article 206.6 of the Canada Labour Code, three (3) of which will be paid to employees who have completed three (3) consecutive months of employment at their regular rate of wages for their normal hours of work. There will be no carry-over of sick days.

If 206.6 is amended it shall be followed and this clause will be amended as appropriate.

### **ARTICLE 15 – JOB POSTING**

#### **15.01 Job Postings**

All bargaining unit vacancies for any positions, new or not, will be posted for a period of ten (10) calendar days on the Employer's bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the ten (10) calendar days specified, the Employer will fill the vacancy by such other means as it may deem fit.

#### **15.02 Awarding Of Positions**

Vacant positions will be awarded on the basis of qualifications.

- a) The Employer will grant the position to the employee with the most seniority according to Article 12, for those who have submitted their candidacy, unless they are incapable of responding to normal demands of the job or the employee does not possess the required qualifications.
- b) The employee whose application has been selected is entitled to a maximum of ten (10) workdays familiarization period, the first five (5) days of which are on the job training days. During this time the employee is given information and training in the duties required to do her job.

During this ten (10) day period the employee can decide to return to her former position with all relevant rights and privileges.

The employee also retains all of the rights and privileges attached to her former position if the Employer returns her to it within the ten (10) workday time limit. If this is the case, it is up to the Employer to provide proof that the employee did not meet the job requirements.

If the employee who was granted the position returns to her former position during her familiarization period or if she is not kept on in the new position after such time, the Employer appoints someone else according to the provisions of this article chosen among the applications received when the position was originally posted.

#### **15.03 Application During Authorized Leave**

When an employee is absent from work a Union delegate may apply on her behalf during the posting period. When she returns to work the employee must confirm his application in writing. However, the employee must be able to take over the job within the fifteen (15) days following the end of the posting period.

#### **15.04 Filing A Position Temporarily**

The Employer can fill a position without prejudice during the posting process due to operational requirement.

### **ARTICLE 16 – HOURS OF WORK AND SHIFT ARRANGEMENTS GENERAL PROVISIONS**

#### **16.01 Non-Guaranteed Hours of Work**

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

per day or per week.

An employee is entitled to a minimum payment equivalent to four (4) hours paid at their regular hourly rate.

Notwithstanding the previous paragraph, an employee who demands to be scheduled on shifts of less than four (4) hours will be entitled to a minimum payment equivalent to three (3) hours paid at their regular hourly rate instead of four (4) hours.

#### **16.02 Shift Schedules**

The Employer will arrange shift schedules of qualified employees from the Employer's list on a basis sufficient to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Employer will provide the Union with the shift schedules and will conduct and administer the shift bids. Employees will be given seventy-two (72) hours but not less than 48 hours to bid. The Employer will allow the Union Representative, or his designee, to observe the shift bids. All employees will bid their schedule on a monthly basis. Any employee failing to bid will have their schedule assigned.

Shift schedules are selected by employees in classification seniority order for each classification and each status.

For example:

- Lead ramp agents
- Ramp agents (Full time)
- Ramp agents (Part time)
- Lead Cabin Agents
- Cabin Agents (Full time)
- Cabin Agents (Part time)

In making the schedule, the Employer shall make every effort to entitle all employees to two consecutive full days off per week.

It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.

#### **16.03 Schedule Posting**

All shift schedules shall be posted on the Employer bulletin board five (5) calendar days prior to the schedule's effective date, and the date and time of day of such posting noted on the schedule in writing. A copy of the schedule shall be supplied to the Union Representative.

#### **16.04 Schedule Modification**

The Employer may alter a shift and/or shift schedules with forty-eight (48) hours notice or cancel a shift with twenty-four (24) hours notice to the Union and the employee(s) involved to accommodate minor airline schedule changes and to ensure sufficient

manpower.

If the above notice is not given by the Employer, then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.

#### **16.05 Schedule Change of an Airline Serviced**

Any extra shifts or hours that arise due to airline IROPS or any schedule changes due to illness or other unplanned absences or any other reason will be offered to those employees in the Extra Shift Sign-up Book, in order of seniority.

If these shifts still cannot be filled, then the Employer can assign employees in reverse order of seniority. The employees assigned shall be paid one and one half (1 ½) time their regular rate provided it constitutes overtime in accordance with the clause 17.02.

#### **16.06 Extended working time compensation**

Whenever is it necessary and not intended or foreseen that several employees or the whole team must stay on the workplace beyond the end of the shift due to airline schedules changes or delays due to any reason, employees shall be compensated as follows:

- a) Full time employees will be paid at one and one half (1 ½) time their regular rate for all the hours worked (actively or standing by) in excess of eight (8) hours in a day.
- b) Part time employees will be paid at their regular rate for all the hours worked (actively or standing by) and at one and one half (1 ½) time their regular rate for all the hours worked (actively or standing by) in excess of eight (8) hours in a day.

Any extended time will be offered in order of seniority.

#### **16.07 Guaranteed hours**

An employee who reports to work at the express demand of the Employer and who works less than four (4) consecutive hours is entitled to an indemnity equal to four (4) hours wages calculated at his regular hourly rate.

This guarantee applies if the Employer releases the employee prior to the end of the four (4) hours. If the employee leaves on his own prior to the end of the four hours, only worked hours will be paid.

#### **16.08 Rest Period Between Shifts**

For all employees, there must be a period of rest of at least eight hours between the end of the last shift and the beginning of a new one. This provision does not apply in the case of a split shift scheduled.

#### **16.09 Meal Break Compensation**

Employees who miss their meal break because of a need of service shall be paid at straight time for the missed break and, if the operation permits, receive a thirty (30) minute meal

break outside of the specific time period without lost time.

#### **16.10 Rest Period**

All employees are entitled to a rest period of fifteen minutes paid per each half (1/2) day of work and shall be taken around the middle of each half. An employee working on a shift for less than five (5) hours is entitled to only one rest period.

The Employer agrees to include a 15 minutes rest period in the schedule. However, due to unforeseen operational needs, it may be impossible to grant the rest period during a shift, in such a case there will be no compensation.

#### **16.11 Temporary Vacancies**

The Employer may fill temporary vacancies as set out in Article 15 of this agreement.

#### **16.12 Ability To Change A Shift**

Shift change/trade will be authorized by the Employer if both employees are qualified. It is understood that voluntary shift change/trade cannot create overtime payment as per Article 17. The Employer reserves the right to refuse the shift trade privilege.

#### **16.13 Split shifts**

Split shifts must total a minimum of eight (8) hours and not exceed ten (10) hours. The minimum shift will be four (4) hours and the maximum shift will be eight (8) hours. The Company will endeavour wherever possible to minimize the time between split shifts, ideally less than four (4) hours. Notwithstanding this, the maximum would be ten (10) hours between shifts.

#### **16.14 Shortage manpower compensation**

In any scheduled day off, if the employee is requested to work and accepts, he will be paid at one and one half (1 ½) time their regular rate for all the hours worked.

The Employer will only request an employee to work in his day off after having requested all the occasional employees to do so.

The Employer has the obligation to maintain a sufficient pool of occasional employees in order to cover any absence.

#### **16.15 Working hours - Full-Time Employees**

The standard workweek for full-time employees will consist of a minimum of thirty-two (32) hours and a maximum of forty (40) hours distributed in a five (5) working days within a seven-calendar day week, to be worked in a manner to best meet the Employer's contractual commitments (inclusive of fixed days off and/or of rotating shift blocks and/or schedules).

Each full-time employee is entitled to a period of thirty (30) minutes unpaid meal break per shift. This period is located approximately in the middle of the shift.

#### **16.16 Workweek Rotations - Full-Time Employees**

The workweek for full-time employees may be made up of any of the following rotations:

- a) Five (5) consecutive eight (8) hour days followed by two (2) days off.
- b) Four (4) ten (10) hour days followed by three (3) days off.
- c) Four (4) twelve (12) hour days followed by four (4) days off.
- d) Six (6) consecutive nine (9) hour days followed by three (3) days off.
- e) Four (4) consecutive twelve (12) hour days followed by three (3) days off followed by three (3) consecutive twelve (12) hour days followed by four (4) days off.
- f) Four (4) consecutive eight and one half (8.5) hour days followed by two (2) days off in six (6) week blocks.
- g) Or any other mutually agreed shift rotation.

#### **16.17 Notification of Shift Rotation Modification to Union - Full-Time Employees**

The Employer shall advise the President of the Union or his substitute of its decision to alter existing full-time shifts rotations in advance of their implementation when possible. The Employer will consider alternative shift schedules proposed by the Union.

#### **16.18 Working Hours - Part-Time Employees**

The standard workweek for part-time employees will consist of less than thirty-two (32) hours.

All shifts in excess of five (5) hours will include a thirty (30) minute unpaid meal period.

### **ARTICLE 17 – OVERTIME**

#### **17.01 Definition**

Any work performed beyond a scheduled shift of eight (8) hours a day or a split-shift of ten (10) hours a day or after forty (40) regularly scheduled hours per week or beyond the scheduled working hours specified per day or per cycle in article 16.05 or on a holiday is considered overtime.

#### **17.02 Overtime**

- a) The Employer and the Union agree that overtime will be voluntary but shall be allocated and performed in the following fashion. Notwithstanding the above language, the Employer reserves the right to draft on-duty employees in reverse order of seniority to protect the integrity of the Employer's operational commitments.
- b) Any overtime required on a given day shall be offered on rotation in the following order:
  - i. in order of seniority to those employees on the team;
  - ii. in order of seniority to those employees on shift; and

- iii. in order of seniority to those employees who signed the overtime book.
- c) Should all senior employees refuse the overtime; the junior employees on shift will be required to work until a replacement is found.
- d) An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first hour. If the employee is required to work into the second hour, he shall be paid for the full hour no matter how long into that hour he works.
- e) An employee will not be required to work overtime in excess of two (2) hours provided a qualified replacement worker is available and willing to work.
- f) It is understood that employees cannot work more than sixteen (16) hours in a twenty-four (24) hour period.

#### **17.03 Overtime Compensation**

All employees shall be compensated for all authorized overtime hours worked at one and one half (1 ½) time their regular rate for hours worked in excess of eight (8) hours in a day or after the end of a scheduled shift of greater duration than eight (8) hours or forty (40) regularly scheduled hours of work per week. In order for employees to be eligible for this overtime pay, they must work all their weekly hours scheduled.

#### **17.04 Overtime Distribution**

- a) The Employer will distribute voluntary overtime on an equitable basis and post a weekly summary of overtime hours worked on the bulletin board. The distribution of overtime will be on a rotational basis.
- b) Should an employee be bypassed for overtime, the onus of proof is to be provided by said employee and the Employer will offer the bypassed employee the next available overtime.
- c) Every employee provides the Employer with a valid phone number at all times. The Employer shall use the provided contact number to call for overtime.
- d) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Management's office.
- e) Employees shall be compensated for all authorized overtime. Authorized shift change/trade shall mean work by mutual agreement between employees at their convenience. No such shift change/trade shall result in the generation of overtime compensation.

#### **17.05 Recall To Work**

An employee who has completed his regular shift, has clocked out, and is then recalled to work shall be paid a minimum of four (4) hours at straight time for the first four (4) hours worked and at one and one-half (1 ½) times his regular hourly rate thereafter. This does not apply to overtime worked prior to the commencement of a scheduled shift and

continuing to the commencement of that shift.

#### **17.06 Rest period during overtime**

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

### **ARTICLE 18 – STATUTORY HOLIDAYS**

#### **18.01 Statutory holidays**

The following Statutory Holidays shall be observed:

1. New Year's Day
2. Good Friday
3. National Patriots' Day
4. St-Jean-Baptiste
5. Canada Day
6. Labour Day
7. National Day for Truth and Reconciliation (September 30)
8. Thanksgiving Day
9. Remembrance Day
10. Christmas Day
11. Boxing Day

#### **18.02 Holiday Pay**

- a) In the event that a full-time employee's day off falls on one of the above-listed statutory holidays or his vacation, he shall receive eight (8) hours of pay or more at his regular rate.

In the event that a part-time employee's day off falls on one of the above-listed statutory holidays or his vacation, he shall be paid six (6) hours or the average of a day for the last thirty (30) days, whichever is greater.

- b) An employee who works on a Statutory Holiday will be paid at one and one-half (1 ½) time their regular rate of pay for the hours worked in addition to the paid Statutory Holiday described at 18.01, as per the employee's shift.
- c) Wages will be paid for a Statutory Holiday to an employee absent from work under the following circumstances provided satisfactory proof is shown for:
- 1) Verified illness.

- 2) Verified death in the immediate family.

## **ARTICLE 19 – WAGES**

### **19.01 Wages**

The description of salaries appears in appendix “A”. For classifications with a salary scale, each step represents a year of classification seniority.

For example:

- An employee with a classification seniority of less than one year will be paid at step one (1) of the scale.
- An employee with a classification seniority of one year or more and less than two years will be paid at step (2) of the scale.

An employee filling a temporary vacancy is paid according to the highest rate between its permanent position’s classification and its temporary position’s classification.

### **19.02 Payment of Wages**

Wages are normally remitted by direct deposit into the employee’s account on the second Friday following the two (2) week pay period ending on a Sunday. The Employer will remit the paystubs to the employee the day after direct deposit.

### **19.03 Paystub**

The following details must be conveyed in writing to the employee with his or her salary:

- 1) employee name;
- 2) period covered;
- 3) effective salary rate;
- 4) number of regular and overtime work hours;
- 5) gross pay;
- 6) details and total deductions;
- 7) net pay;
- 8) number of vacation days and the compensation enumerated;
- 9) number of hours paid as holidays;
- 10) Union dues.

### **19.04 Error on the pay**

The Employer will correct any error in the same week. Any error under twenty-five dollars (\$25.00) will be deposited on the following paycheck.

In the case of an error for payment involving an amount overpaid to an employee by the Employer, the recuperation of said sum is performed at the rate of a maximum of one-

hundred dollars (\$100.00) per payment until its complete recuperation.

#### **19.05 Parking or bus pass**

- a) If an employee requires a parking pass he will be issued one by the Employer at no cost to employee. If an employee's employment terminates or an employee is on extraordinary leave (i.e., not to include vacation), the employee must return his parking pass to the Employer before leaving the airport at the end of his last shift or on the next business day if the shift is a night shift at a time with no Employer management present.
- b) If an employee requires a bus pass, he will be reimbursed the cost of the pass up to a maximum of fifty dollars (50.00\$) per month. employee is required to submit proof of payment timely for reimbursement to be made in the next pay period following the month in which the pass applies.
- c) Subject to the Employer's discretion otherwise, no employee will be provided a parking pass and reimbursement for a bus pass simultaneously.

#### **19.06 Night premium**

A premium of twenty-five cents (\$0.25) is paid to the employee for all hours worked among one a.m. (01: 00 h) and five a.m. (05: 00 h).

The parties agree to suspend the payment of this premium until the Employer opens new day shifts for Cabin Agents.

#### **19.07 Trainer Premium**

A premium of one dollar (\$1.00) is paid to the employee designed as trainer for all hours worked training a new employee.

Notwithstanding article 23.06, a new employee in the classification Cabin Agent will be trained by another Cabin Agent designated as trainer.

The Employer will assign the trainers in rotation by seniority.

#### **19.08 Payment Of Premiums**

There will be no pyramiding or piggy-backing of premiums. All overtime hours or additional money owed will be calculated based on the employee's base rate, exclusive of the premium.

Team leader classifications will not receive the following premiums:

- Trainer premium (19.07)

### **ARTICLE 20 – JURY DUTY AND CROWN WITNESS**

#### **20.01 Jury Duty**

Employees subpoenaed as Crown Witness or for jury duty shall be paid the difference between the normal daily wages and the amount they receive for such public duty.

**20.02 Jury Leave**

Should an employee be required to appear in court for reasons other than those mentioned in Article 20.01, the Employer will grant the employee a leave of absence provided that he has notified the Employer at least 72 hours prior to the court appearance and has supplied proof or verification for such attendance.

**ARTICLE 21 – ANNUAL VACATION****21.01 Vacations**

All employees are entitled to an annual vacation, whose length and payment are determined by the number of years of continued service as of April 30<sup>th</sup> of each year.

- a) On April 30<sup>th</sup> of each year an employee who has completed less than one (1) year of continued service with the Employer is entitled to a vacation calculated as follows: one (1) day for each month of completed service up to a maximum of ten (10) days, paid at the rate of four percent (4%) of their salary earned during the reference year;
- b) An employee who has completed one (1) year of continued service as of April 30<sup>th</sup> is entitled to a two (2) week annual vacation paid at the rate of four percent (4%) of her salary earned during the reference year;
- c) Employees who, on April 30<sup>th</sup> of the year preceding the year in which the vacation is to be taken, have more than five (5) years but less than ten (10) years of seniority shall receive vacation pay calculated at the rate of six percent (6%) of their worked earnings with the Employer during the twelve (12) months ending April 30<sup>th</sup> and shall be entitled to one hundred and twenty (120) hours vacation (3 weeks).
- d) Employees who, on April 30<sup>th</sup> of the year preceding the year in which the vacation is to be taken, have more than ten (10) years of seniority shall receive vacation pay calculated at the rate of eight percent (8%) of their worked earnings with the Employer during the twelve (12) months ending April 30<sup>th</sup> and shall be entitled to one hundred and sixty (160) hours vacation (4 weeks).
- e) When an employee with outstanding vacation entitlement quits, is dismissed or is terminated, he shall be compensated in accordance with the Canada Labour Code. An employee who has been temporarily laid off, as provided in Article 13.01 hereof, may request in writing to receive vacation pay at the time of his scheduled vacation or on the next pay period immediately following the layoff.
- f) Vacations are paid to employee with Employer's regular payroll cycle per section 19.02. By way of example only, if an employee is on vacation for the full two weeks of a pay cycle as defined in 19.02, employee shall be paid his vacation pay entitled on the next Friday with ordinary payroll.

**21.02 Choice of Vacation**

The following vacation scheduling system will apply, unless mutually agreed otherwise by

the parties to the agreement:

- a) Vacations are given by order of classification seniority within each job classification and status.
- b) The Employer posts a choice of vacation dates from on March 1st. employees choose their respective vacation dates between March 1st and 31st respecting the provisions as set out in article 21.01. The provisional vacation schedule is posted April 15<sup>th</sup>. An employee may divide up his vacation entitlement into a weekly minimum and select all availability in a single selection window.
- c) All employees must select all their vacation weeks during the bidding process. Once the bidding process is completed, the Employer will approve the list no later than April 30<sup>th</sup>.
- d) An employee that could not select some of their vacation weeks (ie. absence during bidding process) or an employee that wishes to change their selection can select available vacation weeks after the bidding process is completed. Employees selecting vacation weeks after the end of the bidding process will not be allowed to use their seniority to bump another employee's vacation. The Employer will communicate to all employees whenever new vacation weeks become available. Unless the vacation weeks becoming available are less than three (3) weeks away from the date they become available, the Employer will wait for seven (7) days before awarding the vacation weeks to an employee. Vacation weeks selected after the bidding process are given by order of classification seniority. Employees can register on a waiting list to select vacation weeks in case they become available.

## **ARTICLE 22 – BENEFITS**

### **22.01 Requirements**

The Employer shall supply a benefit plan to all employees. Benefit coverage shall be continuous provided an employee meets the requirements mentioned at the insurance regime.

### **22.02 Plan Management**

The group insurance plan is managed by the Employer.

The Union has a copy of the group insurance policy in force, as well as any modifications.

The Employer provides each employee with a booklet explaining the provisions and various types of coverage included in the insurance plan.

The Employer will maintain substantially similar overall benefits in the plan throughout the term of this Agreement.

Participation of all fulltime employees in the group insurance plan is mandatory, as required in its provisions.

The description of the benefits can be found in Appendix "C". (Summary).

#### **22.03 Premium payment**

The Employer will pay one hundred percent (100%) of the cost of the premium for all eligible employees.

#### **22.04 Change of status**

Any change in the status of an employee that could impact his insurance benefits shall be effective the same day of the change subject to the carrier's policy requirements.

#### **22.05 Coverages**

The Employer plan will include coverage for dental care, medication and eye wear. The plan will not include short-term disability and long-term disability coverage.

#### **22.06 Flight Passes**

The Employer agrees to notify employees of any relevant flight passes available to them through our partners, subject to the rules set forth by the partner providing these passes.

### **ARTICLE 23 – CLASSIFICATION OF EMPLOYEES**

#### **23.01 Classifications**

Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The Employer may request a waiver of this provision in the event that special circumstances involving a specific contract warrant same. Under such circumstances, the Employer and the Union will meet to identify in writing the specifics and degree of the waiver and agreement from the Union shall not be unreasonably withheld. The current job classifications are listed in article 4.07.

The Employer shall notify the Union in writing, of any substantial modification (which changes its nature) and a level of accountability of an existing classification governed by this agreement.

Within thirty (30) days of the above notification of such change involving a significant change in the level of accountability within the classification the parties will meet to negotiate the rate of pay for this modification.

The hourly rate applicable to the substantially altered existing classification agreed by the parties shall be retroactive to the time of the substantial change being implemented.

The Employer has in its sole rights of management to seek new business and new business lines. The Employer will keep the Union advised throughout the process where possible to set wage rates commensurate with existing classification rates and government regulations.

Once the new business classification has been secured the Union will have the sole bargaining rights for the same within the confines of this collective agreement. The

parties will proceed by letter of agreement.

Failing agreement between the parties as to the wage rate applicable to the new classification or the substantially altered classification, the parties will refer the matter to mediation according to article 105 of the Canadian Labour code.

### **23.02 Cabin Agents**

#### **Normal Duties:**

1. Directly responsible for the cleaning of the interior and/or exterior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make-up area including, but not limited to, the make-up of kits.
4. Responsible for the cleaning of the lunch, ready and supply rooms, as well as its inventory, as directed by the Employer.
5. Any other duties associated with this job classification.

### **23.03 Ramp Agents**

#### **Normal Duties:**

1. Marshall aircraft during arrival and departure.
2. Unload passenger luggage and air cargo, bulk and/or containers/pallets, onto carts and/or dollies.
3. Unload wheelchairs and child strollers and deliver to designated location.
4. Provide special handling of luggage/cargo as required/directed.
5. Deliver passenger luggage to claim area and unload onto conveyor system.
6. Deliver air cargo to appropriate recipient.
7. Drive and/or operate ground support equipment to include tow tractors, tow bars, belt loaders, container loaders, baggage tugs, water/lavatory service trucks, aircraft ground power units, aircraft air start units, air stairs, aircraft de-icing units, baggage carts, cargo dollies and passenger vans.
8. Collect and load mail, live animals, wheelchairs and child strollers onto aircraft.
9. Service aircraft water and lavatories.
10. Inspect ramp areas adjacent to gate and aircraft for debris and remove/dispose of when found.
11. Report all equipment malfunctions to the appropriate supervisor/manager.
12. Comply with all federal, state, municipal, airport authority and carrier security requirements.

13. Any other duties associated with this job classification.

#### **23.04 Mechanic**

##### **Normal Duties:**

1. Performs scheduled maintenance including changing oil, filters, checking lights, tires & greasing, replace or repair components and perform operations check.
2. Replaces worn or broken parts, aligns wheels, adjusts bakes, tightens bearings.
3. Troubleshoots equipment or components to diagnoses concerns to diagnose problems using test equipment and applicable manuals.
4. Make repairs and replace major parts or systems on equipment including: engines, transmissions, electrical, brakes, tires/wheels, Cooling/HVAC, and Hydraulics.
5. Help estimate time and material costs on repairs.
6. Develops or obtains requisitions for new parts and equipment.
7. Records paper and electronic records in connection with maintenance performed.
8. Any other duties associated with this job classification.

#### **23.05 Team Leader (Lead classifications)**

The Employer can create team leader positions for each classification. The team leaders tied to a given classification is considered a separate classification.

For example:

- Ramp agent
- Lead ramp agents

#### **23.06 Normal Duties:**

A Team leader is an employee required to perform the same work as any employee in his basic classification but in addition acts as a working leader to those employees assigned to him. He shall assign work; give direction on the proper use of equipment, work methods and safety practices; ensure that assigned personnel and equipment are properly utilized; instruct new employees on the job; and discuss aspects of the operation with the customers.

#### **23.07 Qualifications:**

- a) Priority will be given to employees who are trained and qualified to work as Team leader employees.
- b) Must have a thorough understanding of the job requirements of his classification.
- c) Must be able to organize job functions within his classification, to coordinate and lead aircraft service specialist employees on performance of these functions.
- d) Must have the necessary qualifications related to his classification.

- e) Must be capable of attaining and then maintaining a DA and D license as required and directed by the Employer.
- f) Must maintain exemplary attendance.
- g) Takes responsibility for the work assignments and the quality of product delivery.

#### **23.08 Team Leader Pool**

The Employer can create a “Team Leader pool” of employees who are either trained or in the process of being trained to fill temporary vacancies of Team leader positions. Any employee in the Team Leader pool cannot refuse to perform work as a Team leader when the Company requests. Employees trained in this manner must agree to be in the Team Leader pool for a minimum of one (1) year. Only trained employees who elect to be in the Team Leader pool list will qualify for Team Leader duties. Employees wishing to move from the Team leader pool must give two (2) months prior written notice.

An employee in a Team Leader pool who fills a temporary vacancy of a Team Leader position continues to accumulate classification seniority in its non-lead classification and does not acquire classification seniority in the lead classification.

### **ARTICLE 24 – UNIFORMS AND PERSONAL PROTECTIVE EQUIPEMENT (PPE)**

#### **24.01 Mandatory Use Of The Uniform**

Employees are required to be dressed in the uniform provided for the entire shift. Any employee not wearing his uniform will be required to change. If they are unable to comply, they could be sent home without pay. Repeated failure to follow this policy will result in progressive disciplinary action.

Notwithstanding the above, employees must be dressed in their uniform and be prepared to work at the start of their shift.

Should an employee terminate of his own accord in the first year, the total cost less fifty percent (50%) will be deducted from the employee’s final paycheck if the complete uniform is not returned. The amount cannot exceed one hundred dollars (\$100.00).

#### **24.02 Uniform Items (Ramp)**

The items listed below will be provided to every Ramp Agent and Lead Ramp Agent, based on ‘Functional requirement’ on an annual basis, except winter jackets and Rainwear, which will be issued every two (2) years if required.

- a) Winter Jacket: one 1.
- b) Rainwear (Jacket and pants). These components can be replaced every two (2) years if required.

In the interim, it will be replaced freely by the Employer with the return of the damaged set. If the set is lost or stolen, replacements can be provided at payroll deduction.

- c) Shirts: Full-time employees four (4) and part-time employees two (2).
- d) Sweatshirts: two (2).
- e) Pants : four (4) Pants annually, one of which can be converted to a winter pant or a windbreaker pant every second year.

In the interim, winter pants and windbreaker pants will be replaced freely by the Employer with the return of the damaged set. If the set is lost or stolen, replacements can be provided at payroll deduction.

- f) Tuque: one (1).
- g) Security vest: one (1).
- h) Two (2) pair of work gloves annually. One (1) pair of knee pads on request (one time opportunity).

In the interim, work gloves will be replaced freely by the Employer with the return of the damaged set. If the set is lost or stolen, replacements can be provided at payroll deduction.

- i) The Employer will pay up to one hundred and fifty dollars (\$150.00) including taxes toward the purchase of safety footwear. Replacement will be allowed not more than once per year. The process will be via voucher approved by management and provided to the employee who will in turn proceed to the Employer supplier to obtain safety footwear.

#### **24.03 Uniform Items (General)**

The items listed below will be provided to every employees in classifications other than Ramp Agent or Lead Ramp Agent, based on 'Functional requirement' on an annual basis, except winter jackets, which will be issued every two (2) years if required.

- a) Winter jacket: one (1).
- b) Shirts: Full-time employees four (4) and part-time employees two (2).
- c) Sweatshirts: two (2).
- d) Pants: four (4).
- e) Tuque: one (1).
- f) Security vest: one (1).
- g) The Employer will pay up to one hundred and fifty dollars (\$150.00) including taxes toward the purchase of safety footwear. Replacement will be allowed not more than once per year. The process will be via voucher approved by management and provided to the employee who will in turn proceed to the Employer supplier to obtain safety footwear.

#### **24.04 Locker**

The Employer will provide lockers to employees.

**ARTICLE 25 – RENEWAL, AMENDMENT AND TERMINATION****25.01 Duration**

This Collective Agreement goes into effect on the day of its signing and remains so until the 30th of June 2025.

The parties agree that all the provisions in the Collective Agreement will remain in effect after its date of expiry and during negotiations relating to its renewal and until such renewal is signed.

**25.02 Translation and printing of The Collective Agreement**

The Employer contributes fifty percent (50%) of the cost of printing and translating of the collective agreement, in booklet form. The Union shall arrange for translation and printing and shall provide ten (10) copies to the Employer. The Union shall provide the respective invoices.

In witness whereof, the parties have signed electronically on this 18<sup>th</sup> day of January 2023.

**SYNDICAT DES TRAVAILLEUSES  
ET TRAVAILLEURS DE  
NAVSTAR AVIATION–CSN**

**Alain Savard**

Signé avec ConsignO Cloud (18/01/2023)  
Vérifiez avec verifio.com ou Adobe Reader.

**Alain Savard | Conseiller syndical,  
Fédération du commerce (CSN)**



Signé par Lesly Condé Junior (18/01/2023)  
Vérifiez avec verifio.com ou Adobe Reader.

**Lesly Condé Junior | Trésorier du syndicat**

**PRIMEFLIGHT AVIATION SERVICES  
CANADA, INC.**

**Allen Ashcraft**

Signé avec ConsignO Cloud (2023/01/23)  
Verify with verifio.com or Adobe Reader.

**Allen Ashcraft | Executive Vice President &  
General Counsel**



Signé par Doug Brown (2023/01/19)  
Verify with verifio.com or Adobe Reader.

**Doug Brown | Regional Director, Eastern  
Canada**

<b>APPENDIX A – WAGES</b>
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\* Increase equivalent to the same percentage of the Quebec's minimum wage increase

		1-Mar-23	1-May-23	1-May-24	1-May-25
<b>Cabin Agent</b>	4	19.00 \$	*	*	*
	3	18.50 \$	*	*	*
	2	18.00 \$	*	*	*
	1	17.50 \$	*	*	*
<b>Cabin Agent w/ DA</b>	4	20.00 \$	*	*	*
	3	19.50 \$	*	*	*
	2	19.00 \$	*	*	*
	1	18.50 \$	*	*	*
<b>Lead Cabin Agent</b>	4	20.50 \$	*	*	*
	3	20.00 \$	*	*	*
	2	19.50 \$	*	*	*
	1	19.00 \$	*	*	*
<b>Ramp Agent</b>	4	21.50 \$	*	*	*
	3	21.00 \$	*	*	*
	2	20.50 \$	*	*	*
	1	20.00 \$	*	*	*
<b>Lead Ramp Agent</b>	4	24.50 \$	*	*	*
	3	24.00 \$	*	*	*
	2	23.50 \$	*	*	*
	1	23.00 \$	*	*	*
<b>Mechanic</b>	4	32.50 \$	*	*	*
	3	32.00 \$	*	*	*
	2	31.50 \$	*	*	*
	1	31.00 \$	*	*	*

Lump Sum at signature:

Seniority	Lump Sum at signature
0-3 Months	80\$
3-6 Months	160\$
More than 6 Months	320\$