

**COLLECTIVE AGREEMENT**

**between**

**COFELY SERVICES S.E.C.**

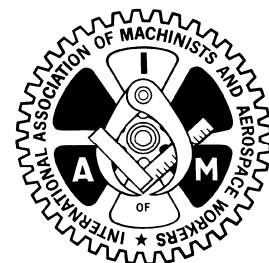
**and**

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

**represented by**

**DISTRICT LODGE 140**

**April 1, 2010 – March 31, 2013**





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## **ARTICLE 1 PURPOSE**

1.01 The purpose of this Collective Agreement is to define the relations between the Employer and the Union, the wages and working conditions for employees of the Company 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 The Employer acknowledges that the Union (District 140) is the exclusive bargaining agent for the employees at **COFELY Services Inc.** assigned to the operations at the Montréal Pierre Elliott Trudeau International Airport, except the clerical employees, mechanization specialists (project leaders), operation coordinators and those above rank, as per the certification order issued on December 21, 2007 by the Canada Industrial Relations Board and following modification when applicable.

2.02 The parties acknowledge that the consistency of the Employer's operations is essential to its success and, in this frame of mind, in the respect of union prerogatives, everyone at the employment of the Company can intervene, if necessary, in its operations.

## **ARTICLE 3 MANAGEMENT RIGHTS**

3.01 The Union recognizes the Employer the exclusive right to:

- a) maintain order, discipline and efficiency;
- b) hire, classify, direct, transfer, promote, demote, lay-off or dismiss an employee for just cause;

- c) operate and manage its business in all respect, in accordance with, and not incompatible with any of the provisions of this Agreement.

The foregoing statements of rights of management are not all inclusive, but indicate the type of matters which belong and are inherent to Management and shall not be construed in any way to exclude other management rights not specifically enumerated. Any of the right, power or authority the Employer had when there was no collective agreement are retained by the Company except where amended by the Agreement.

- 3.02 a) The Employer accepts to inform the Union of modifications to the written rules of the Company applying to the members of the bargaining unit and to provide a copy of the proposed changes or modifications made.
  - b) The Employer agrees to be fair and reasonable in the administration and application of its managerial rights.
- 3.03 The Employer agrees to exercise its rights in a fair and reasonable manner and in accordance with the provisions of this collective agreement.

#### **ARTICLE 4 UNION DUES AND MEMBERSHIP**

- 4.01 The parties hereto agree that all employees covered by this collective agreement shall become members of and maintain membership in good standing in the Union as a condition of employment, except if excluded by the Union.
- 4.02 All employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment, except if excluded by the Union.

4.03 The Employer agrees that all employees covered by this collective agreement shall have bi-weekly dues deducted from their wages.

The Employer agrees to remit monthly to the Union, the dues that are deducted by no later than the fifteenth (15th) day of the following month accompanied by a list in alphabetical order of the names of employees as well as those on sick leave, CSST, etc. The money so deducted is not the property of the Company.

4.04 If the wages of an employee payable on the 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 and will not be carried forward to subsequent wages.

4.05 The employee must advise the Union of all changes of address.

## **ARTICLE 5 STRIKES AND LOCK-OUT**

5.01 It is understood that the Union will not authorize any type of strike for any reason whatsoever, during the life of this collective agreement.

Furthermore, the Employer will not lock-out the employees during the life of the collective agreement.

## **ARTICLE 6 NON-DISCRIMINATION**

6.01 No employee will be subject to discrimination from the Employer.

6.02 In this collective agreement, the masculine gender also includes the feminine.

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

## **ARTICLE 7 UNION SECURITY AND REPRESENTATION**

7.01 The Union shall submit the name of the Chief Steward as well as the names of the Union Representatives to the Company.

7.02 The Employer and the Union agree to meet on the request of either one of the parties, if necessary, in order to discuss day-to-day problems in the application or in the interpretation of the collective agreement. The Union Stewards present at these meetings will be paid by the Employer. The General Chairperson of District 140 can be present during these meetings.

7.03 a) The Union can appoint one (1) Union Steward for each shift. The Employer must be informed of the name of each Union Steward and the shift for which they are responsible.

b) The Employer engages in maintaining the current Work Place Health and Safety Committee, as per Part II of the Canada Labour Code. This committee will consist of six (6) members, amongst which three (3) members representing the Employer and three (3) members representing the employees in the workplace. Two (2) of the employees' representatives will be appointed by the Union and its members and one (1) will be appointed by the Union further to an election amongst the employees not represented by the Union. This election will be held by the non-unionized employees and the result given to the Union as per Article 135.1 (1) b) (ii) of the Canada Labour Code.

A substitute will be designated for the two (2) members representing the employees covered by the bargaining unit and one (1) for the member representing the non-unionized employees.

- 7.04 The Employer recognizes that it could become necessary for a Union Steward to accomplish the functions described in Article 8 hereof in the settlement of a complaint or a grievance during his regularly scheduled working hours and is in agreement that, within reason, the Union Steward will temporarily suspend his work, with pay, to accomplish such functions. Before leaving his regular Company duties to attend to such matters, the Union Steward shall obtain permission from the Coordinator on shift; such permission will not be unreasonable withheld. He shall report to the Coordinator when resuming his regular duties.
- 7.05 The Union Negotiations Committee shall be granted necessary time off with pay to conduct direct negotiations with the Employer. The Negotiations Committee shall consist of two (2) members, including the Chief Steward.
- 7.06 Employees cleared for union purposes (negotiations, training, etc.) shall be paid by the Employer which shall be reimbursed by the Union. Furthermore, the Employer agrees that an employee on his day off who must perform union business shall take a day off in lieu at a later date upon an agreement with the Employer and the Union. The Union agrees to reimburse the Employer within thirty (30) days of the receipt of the reimbursement claim.
- 7.07 **A locked filing cabinet is provided to the Chief Steward in order to keep files related to Union matters.**

## **ARTICLE 8 COMPLAINTS AND GRIEVANCES**

8.01 An employee wishing to file a complaint must do so with the Coordinator on shift (first step of the grievance procedure below) within fourteen (14) calendar days after the employee had knowledge of the event giving rise to the complaint. If, during one of the steps of the grievance procedure either one of the parties request the presence of witnesses to help solve the grievance, such authorization will be granted.

### 8.02 Disciplinary measures and dismissals

In the case of dismissal, the Employer, when possible, will advise the Union Steward on shift, except in the case of probationary employees.

8.03 Any employee who has been suspended or dismissed will be given an opportunity to meet with his Union Steward at a location designated by the Employer.

8.04 An employee who is given a disciplinary measure or who is dismissed can file a written grievance within fourteen (14) days of the disciplinary measure. This grievance will be handled at Step 2 of the grievance procedure set out in Article 8.07 below.

8.05 The Employer agrees that, after a grievance has been filed by the Union, its representative cannot undertake discussions or negotiations with the plaintiff with regards to the grievance, whether it is directly or indirectly.

### 8.06 Grievance procedure – Step 1

An employee who has a complaint must first discuss it with the Coordinator on shift in order to reach a quick settlement.

#### 8.07 Grievance procedure – Step 2

If the employee is not satisfied after his discussion with the Coordinator on shift, he shall, according to Article 8.06 and within fourteen (14) days of the event giving rise to the grievance, file his grievance in writing on the appropriate form. During that same period of time, the Chief Steward or his representative must present it to the person in charge of the workplace or his representative. The grievance must include a statement of the alleged violation and indicate the settlement sought. Within the following seven (7) calendar days, the Chief Steward or his representative will meet the person in charge of the workplace or his representative in an attempt to solve the grievance. Within five (5) calendar days following that meeting, the person in charge of the workplace or his designated representative must submit his decision in writing.

8.08 The Employer or the Union can waive one of the steps of the grievance procedure or extend the delay, upon written agreement. The extension must be established for a specific period of time.

#### 8.09 Unresolved grievances

Any grievance unresolved at Step 2 can be submitted to an arbitrator by either one of the parties requesting it within thirty (30) calendar days after the decision at Step 2 has been rendered. A grievance not presented in arbitration within the prescribed delays will be considered withdrawn.

#### 8.10 Employee's file

Any disciplinary measure will be withdrawn from an employee's file and will not be used against him after a period of one (1) year, except in the case of subsequent offence.

## **ARTICLE 9    ARBITRATION**

- 9.01 Any matter or question arising from the interpretation, application, administration or an alleged violation of this agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as provided herein.
- 9.02 A grievance cannot be submitted to arbitration before parties have tried to reach an agreement, using means set out in Article 8.
- 9.03 Within ten (10) calendar days after notice of intent to arbitrate has been given as provided in Article 8.10, the name of an arbitrator shall be submitted by the party requesting arbitration.
- 9.04 The arbitrator shall not make any decision inconsistent with the provisions of this collective agreement, nor shall he alter, modify or amend any part of it.
- 9.05 During the hearing of a grievance on a disciplinary measure, the arbitrator can change the penalty if he considers the disciplinary measure was not justified.
- 9.06 The decision of the arbitrator shall be final and binding upon the parties hereto and upon any employee concerned by said decision upon reception.
- 9.07 The expenses and fees of the arbitrator shall be borne equally by both parties.

## **ARTICLE 10 PROBATION**

10.01 The first eighty (80) worked days represent the probation during which the Employer can, to its discretion, end the employment of a new employee. It is understood that a new employee who sees his employment end during the probation, will not be entitled to the grievance procedure.

If, at the end of his probation, an employee did not obtain his permanent pass (red), his probation will automatically be extended until he obtains it.

10.02 An employee being transferred from one classification to another will have to submit to a thirty (30) worked day probation in his new classification. This probation, will allow the Employer to evaluate the employee's work in his 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 in which case his seniority in his new classification, during probation, will be added to his seniority in his former classification.

## **ARTICLE 11 SENIORITY**

### 11.01 Definition

Company seniority for all employees shall be the length of service within the Company and shall govern:

- a) vacation entitlement;
- b) article 11.07 b); and
- c) article 14.02.

11.02 The classification seniority of an employee commences on the effective date into the classification, as outlined in Article 22, even if that date is prior to the certification issued on December 21, 2007 by the Canada Industrial Relations Board (for ex. a stock handler or baggage assembly system operator accomplishing this function prior to December 21, 2007 shall have his seniority date established according to his effective date into the classification). Classification seniority earned in a previous classification may be used for bumping the most junior employee in the employee's previous job classification in the event of a lay-off and shall not be transferable from one classification to another.

Classification seniority must govern:

- a) Retention as a result of lay-off;
- b) Recall following lay-off;
- c) Bumping rights;
- d) The selection of shifts and schedules;
- e) Choice of vacation dates.

11.03 Termination of seniority and employment

Employee employment and seniority shall both terminate when:

- a) An employee voluntarily terminates his employment or as per Article 12.06
- b) An employee is discharged
- c) An employee has been on lay-off for over twelve (12) months

- d) An employee recalled to work after being laid-off, as per Article 12.04, fails to advise the Company that he will report for work within seven (7) days of the recall letter being sent. Such notice must be sent by registered letter or courier to the last known address of the employee. The employee must return to work within fourteen (14) days of his acceptance of the recall otherwise he will lose his seniority and employment.
  - e) An employee failing to report for work after termination of authorized leave of absence.
  - f) An employee is absent for three (3) consecutive scheduled working days without notice to the Employer and without just cause.
  - g) An employee who is denied his right to access a restricted or sterile area by Airport Authorities is automatically **discharged. The Company will set up a follow-up mechanism on expiration dates of passes issued to employees.**
  - h) A probationary employee is laid-off.
- 11.04 The Employer will post the seniority lists once a year before the vacation bid period, i.e. on February 1st and will give a copy to the Chief Steward. Every employee is responsible to make sure that his seniority on the list is accurate.

- 11.05 Any employee, holding a position not covered by the bargaining certificate of the Union for a period of time exceeding **ninety (90) worked days per year**, will see his classification seniority be frozen **beyond these ninety (90) worked days**. If he returns to his position during that period, he will do so with **his** seniority. On the other hand, if the Employer temporarily transfers an employee to another airport, this employee will continue to accrue classification and company seniority during the assignment.
- 11.06 For seniority purposes, the position of team leader does not belong to a separate classification.
- 11.07 a) An employee transferred to another classification the same day a new employee is hired, will have three (3) more days of seniority than this new employee. However, if the Employer creates a new classification, the Company seniority will determine the seniority of employees accepted in that classification.
- b) If more than one (1) employee is transferred the same day in the same classification, the company seniority will determine the seniority of these employees, amongst themselves, within that classification.

#### 11.08 Same day hiring

The seniority of employees hired the same day will be determined, between themselves, by a draw made in the presence of an Employer's representative and the Chief Steward or his representative. The employee who draws the highest number will have the most seniority and so on. The draw will take place in the first two (2) weeks following the hiring. The membership cards will be handed out at the same time as the hiring package.

In the event of a competition or a need to differentiate seniority between employees hired at **COFELY SERVICES S.E.C.** on January 9, 2007, the hiring date at Distinction will be used. To that effect, see Appendix C – List of employees hired on January 9, 2007.

### **ARTICLE 12 LAYOFFS AND RECALLS**

- 12.01 a) The Employer has the right to layoff employees to the extent it determines to be necessary. In the event of a layoff, the Employer shall proceed according to classification seniority. Laid-off employees shall cease accruing **classification** seniority during that period of time.
- b) The Employer agrees to meet the Union in the event of a layoff to discuss bumping rights within each job classification.
- c) Recalls from such layoffs shall be made by classification seniority.
- d) 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 layoff.

e) In the event of a layoff or dismissal, the employee must, at the time he leaves, remit his pass, his parking pass and his uniform to the Employer's representative who will then give him an acknowledgement of receipt.

12.02 All employees must receive a notice at least **two (2) weeks** prior to any layoff **or one (1) week per year of service up to a maximum of three (3) weeks**. A copy of these notices shall be sent to the Union without delay.

12.03 Recalls shall be by registered mail or courier to the address last filed by the employee with the Employer. The Union shall receive a copy of each recall letter and is advised of each recall. An employee on the recall list must keep the Employer informed of any change of address.

12.04 Bumping rights

An employee who holds seniority in a classification other than the one from which he his being laid-off, may exercise that seniority, should it be sufficient to bump the most junior employee in that classification.

12.05 Severance pay

For layoffs other than seasonal, a severance pay can be paid at the choice of the laid-off employee. In that case, the employee loses all recall rights. The severance pay will be equal to one (1) week regular salary for every year of service according to the calculation of the weekly average of the regular schedule of the employee at the time of his layoff, excluding premiums and overtime. In reference, see other types of schedules in Article 16.01 up to a maximum of eight (8) weeks or 2/5 of his weekly average per year of service, the greater of both options prevailing.

12.06 Laid-off employees shall have priority on candidates hired from the street in the event of a job posting in another classification, as long as they have the required qualifications for the position.

### **ARTICLE 13 AUTHORIZED LEAVES**

- 13.01 a) After one (1) year of service, a leave of absence without pay may be considered by the Company upon two (2) weeks written notice, except in special circumstances for a period not exceeding sixty (60) calendar days. Such leave, when granted, shall be without loss or accumulation of seniority **if it is for a duration of more than four (4) consecutive weeks. The employee continues to accumulate seniority for leaves of four (4) consecutive weeks or less.** This leave will be granted upon the sole discretion of the Employer.
- b) The Employer shall reply within ten (10) working days of receipt of the request and, once granted, cannot be cancelled.
- 13.02 a) On written request by the Union, the Employer will grant to Union Stewards, leaves up to a maximum of ten (10) days per person per calendar year for union business. These leaves will be granted as long as the proposed dates are not in conflict with operational requirements and will be reimbursed to the Employer by the Union.

- b) An employee is entitled to a paternity leave of a maximum of five (5) weeks without pay on the birth of his child. The paternity leave begins at the earliest the week of the birth of the child and ends at the latest fifty-two (52) weeks after the week of the birth. On the employee's request, and if authorized by the Employer, the leave can be split in two (2) periods. The Quebec Parental Insurance Plan applies as per the provisions of the Quebec Act respecting parental insurance.

### 13.03 Maternity leave and child care leave

- a) Maternity leave

The employee with at least six (6) continuous months of seniority is entitled to a maternity leave of seventeen (17) weeks maximum starting at the earliest eleven (11) weeks before the scheduled birth date and ending at the latest seventeen (17) weeks after the actual date of birth conditional to providing the Employer a medical certificate stating that the employee is pregnant.

- b) Parental leave

Subject to (c) and (d) below, the employee with at least six (6) continuous months of seniority and who must take care of his new born child or a child under his care for adoption as per the laws governing adoption in the province where he lives, is entitled to a leave not exceeding thirty-seven (37) weeks.

- c) However, the right to parental leave can be exercised only during the fifty-two (52) weeks following:

- i) in the case of a birth, the birth date or the day upon which the employee starts taking care of the child, as per the employee's choice;

- ii) in the case of an adoption, the day upon which the child comes into the care of the employee.
- d) Furthermore, the maximum duration of all leaves two (2) employees can take according to this article on the birth or adoption of a child is thirty-seven (37) weeks.

The maximum duration of all leaves that can be taken by one (1) or two (2) employees as per Articles 13.03 a) and b) for the birth of a child is fifty-two (52) weeks.

- e) The employee who plans on taking one of these leaves must:
    - i) inform the Employer in writing at least four (4) weeks prior;
    - ii) inform the Employer in writing of the duration of the leave.
- 13.04 a) Also and except for valid reasons, the employee must inform the Employer in writing at least four (4) weeks prior of any change in the duration of the leave.
- b) The Employer cannot force an employee to take a maternity leave.
  - c) However, the Employer can force a pregnant employee to take a leave if she is not able to perform an essential function of her job and to whom no other appropriate job can be offered. In such a case, the duration of the leave is for the period the employee is not able to perform said function. It is the responsibility of the Employer to prove the pregnant employee cannot perform an essential function of her job.

- d) The employee taking such a leave, of her free will or not, has the right, upon written request, to be informed of all the job opportunities, career progression and training that arise during her leave and related to her professional qualifications.
- e) At the end of the leave, the Employer reinstates the employee in the job he had before the leave and to which he is entitled to. However, if, for a valid reason, the Employer cannot reinstate the employee in his previous job, a similar job has to be offered to him, at the same location, salary and with the same benefits.
- f) If, during the leave, the salary and benefits of the group he is part of are modified due to a restructuring, the employee, upon his return to work, will be entitled to the wages and benefits related to the job as if he had been there at the time of restructuring.
- g) In the case specified above, the Employer advises the employee on leave in writing of the changes to his salary and benefits as soon as possible.
- h) The time during which the employee is on leave is taken into account for calculation of pension, illness and disability benefits and for establishing seniority.

- i) An employee who has the responsibility to pay contributions for these benefits, must do so within a reasonable time except if, before taking the leave or within reasonable time, he advises his Employer of his intention to cease contributions during the leave.

The employee must pay his contributions by post-dated cheques to the Employer before his leave except if, before taking the leave or within reasonable time, he advises his Employer of his intention to cease contributions during the leave and therefore the coverage.

- j) The Employer paying contributions in order for the employee to be entitled to the benefits must, during the leave, continue making the contributions as if the employee was at work, except if the employee does not pay his contributions within reasonable time as per the paragraph above.
- k) For calculation of benefits, in the event the contributions are not paid as per i) above, employment is considered to be continuous. However, the period on leave is not taken into account.
- l) For calculation of other benefits of the employee on leave, the duration of employment is considered to be continuous. However, the period on leave is not taken into account.

### 13.05 Leave for child birth

An employee will be entitled to three (3) days off at his regular rate of pay for the birth of a child. If he so desires, the employee can request two (2) additional days off without pay.

### 13.06 Bereavement leave

In the event of a death in the employee's immediate family, an employee shall be entitled to a leave paid at his regular rate of pay during the number of days stipulated in Article 13.06 b) following the death if these are scheduled days to work. In the event an employee is notified while at work of a death in his immediate family, he shall be relieved from duty and paid for the remainder of that workday. The Employer may require a proof of death from the employee before any claim is made as per the provisions of this article. In the event the death in the immediate family is outside Canada, the employee shall be entitled to an unpaid leave as per Article 13.01.

#### Immediate family means:

Spouse or common-law spouse and child of the employee: 5 days.

Father, mother or their spouse or common-law spouse, brothers and sisters of the employee: 3 days.

Children of his spouse or common-law spouse, grandchildren, grandparents, father or mother of spouse or common-law-spouse, any relative living in the employee's home or in the home in which the employee resides permanently: 1 day.

For the purpose of the present article, « common-law spouse » means the person with whom the employee is living and having a conjugal relationship for at least one (1) year.

13.07 Marriage leave

For his wedding, an employee is entitled to two (2) consecutive paid days off, including the day of the wedding, if these days were scheduled work days.

13.08 Divorce leave

For his divorce, an employee is entitled to a one (1) day paid leave.

13.09 Change in address

The day of the move, an employee is entitled to a one (1) day paid leave. However, the maximum authorized paid leave for moving is one (1) day per calendar year.

**ARTICLE 14 JOB POSTINGS**

14.01 All new and vacant positions within the bargaining unit for an indefinite period of time will be posted for a period of seven (7) calendar days on Company bulletin boards. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the employer will fill the vacancy by such other means as it may deem fit. For temporary vacancies of at least two (2) months, a posting for a temporary vacancy can be made.

14.02 If two (2) or more suitable candidates apply for the vacancy, the Company will award the vacant position according to Company seniority. The Employer agrees to train the chosen candidate to his new position.

14.03 Employees away on long-term disability or short-term disability, on maternity leave, on CSST, etc. or on vacation during the posting period, must apply for a position in writing on the appropriate form before the beginning of their leave.

14.04 The Employer will transfer successful candidates to their new position within thirty (30) calendar days of the date they obtained said position, unless otherwise agreed between the Union and the Employer.

14.05 The Employer can fill out a position without prejudice during the posting process due to operational requirements and no claims shall be made for that period.

## **ARTICLE 15 UNION BULLETIN BOARD**

15.01 One (1) locked bulletin board 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 or of a defamatory nature.

## **ARTICLE 16 HOURS OF WORK**

Unless otherwise specifically addressed, nothing in this article shall be construed as a guarantee of, or a limitation on, the amount of hours of work per day or per week.

16.01 a) A full-time workday is made of a thirty (30) minute paid lunch break as well as a fifteen (15) minute paid break each day. **An employee will be entitled to an additional fifteen (15) minutes paid break, for work shifts of more than ten (10) worked hours.**

The Employer recognizes that the will of the employees covered by this collective agreement is to work on forty (40) hours schedules.

In view of this, the major schedules offered are those mentioned in i), ii), iii) and iv). However, the Employer reserves the right to use them according to needs and to modify them, in part or in whole, in order to meet operational requirements.

- i) Five (5) consecutive eight (8) hour days followed by two (2) days off (average of 40 hours/week).
  - ii) Four (4) consecutive ten (10) hour days followed by four (4) days off (average of 35 hours/week).
  - iii) Three (3) consecutive eleven (11) hour days followed by three (3) days off (average of 38,5 hours/week).
  - iv) Six (6) consecutive nine (9) hour days followed by three (3) days off (average of 42 hours/week).
- b) The Employer will inform the Chief Steward of its decision to change the existing shift schedules before their implementation. The Employer will consider alternative shift schedules proposed by the Union.

It is understood that the schedules will be aimed at maximizing full time positions according to operational requirements.

- c) Meal breaks will not normally be taken during the first two (2) hours and the last two (2) hours of a shift, unless it is mutually agreed to by the employee and his immediate supervisor.

The employees who cannot take their meal break will be paid time and one half (1 ½) for their thirty (30) minute lunch break.

- d) Employees must have a minimum of nine (9) hours between each shift.

e) Employees on rotations cannot leave their workplace before their replacement arrives, unless authorized by the Coordinator on shift. The employees must stay at the terminal at all times, including during meal breaks and breaks. **It is understood that employees must be available and reachable by radio.**

16.02 All shift schedules shall be posted on the Company bulletin board and the date and time of such posting noted on the schedule in writing.

16.03 The Employer will arrange shift schedules of employees on a basis sufficient to meet contractual commitments and to cater to fluctuations and changes to airline schedules.

When a schedule becomes available, it is posted and awarded by seniority within the classification of the applicants.

Every employee will choose his schedule twice per year at the same date every year, i.e. at the beginning of summer and winter. The schedules will be posted at least thirty (30) days in advance. The selection process will take place during that thirty (30) day period.

- a) It is understood that part time employees are used to allow full-time employees to have their week-end off.
- b) Part-time shifts will consist of at least four (4) hours. For training purposes, a minimum of three (3) hours will be requested.

16.04 Extra shifts Sign-up Book:

Any part-time employee wishing to work extra shifts can sign-up the book indicating times and days they are available. Shift assignments will be made in order of seniority. Employees must sign-up at least one (1) week in advance.

16.05 Shift change/trade shall be authorized by the Employer if requested at least twenty-four (24) hours prior and on the condition that both employees are qualified and that no overtime is required due to that change/trade.

**ARTICLE 17 OVERTIME AND SHIFT PREMIUMS**

17.01 The Employer and the Union agree that normally, all overtime will be done on a voluntary basis. In the event that no volunteer is available, the employee with less seniority will work the overtime unless he has a major reason not to. In that case, the Employer requests the next employee with less seniority to work the overtime.

- 17.02 a) All employees shall be compensated for all overtime hours worked at the Employer's request. They will be paid at one and one-half (1 ½) time their regular rate for the first four (4) hours in excess of regularly scheduled hours of work for that day and double time for the following hours.

Furthermore, if an employee is called in to work overtime on his normal day off or immediately before or after his shift, he shall receive double time his rate of pay for all hours worked for a minimum of four (4) hours.

**For training purposes or committee meeting, the minimum will be established at three (3) hours at the applicable rate.**

- b) The overtime required on the same day shall be offered in order of seniority to those employees on shift. Should all senior employees refuse the overtime, the junior employee or employees on shift will be required to work the overtime.

- 17.03 a) The Employer will distribute overtime on a rotational basis, based on classification seniority and in compliance with the volunteers list made every two (2) weeks. The Employer reserves the right to manage the recall list and establish rules, if necessary **and maintain a list of worked hours.**

- b) If an employee is bypassed for overtime, the next overtime opportunity will be offered to him as per article 17.03 a).

- c) In order to establish the list of volunteers for overtime, the employees, every two (2) weeks, will indicate their availability as per the current procedure.
- d) Authorized shift change/trade, represents work made by mutual agreement between employees at their convenience as per Article 16.06. If, for this reason, an employee works more than eight (8) hours in a day or more than the averaging working hours, he will not be entitled to overtime compensation.

17.04 An employee on his day off or who has completed his regular shift, who has clocked out and is then recalled to work shall be paid at one and one-half (1 ½) time his regular hourly rate for the overtime worked but in no event shall he receive less than three (3) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement or following a scheduled shift.

17.05 An employee working more than three (3) hours overtime, will be allowed a fifteen (15) minutes paid break and will receive up to **twelve dollars (\$12)** for his meal upon presentation of the appropriate receipt.

17.06 **Each pay period,** the employee will receive pays equal to the hours **worked.**

## **ARTICLE 18 STATUTORY HOLIDAYS**

18.01 The following statutory holidays shall be observed and paid the equivalent of the number hours in a normal workday to full-time employees.

During the first thirty (30) days of his employment, the employee is not entitled to a paid statutory holiday.

Part-time or temporary employees will be paid 1/20 of their salary received for the thirty (30) days prior to the pay period of the statutory holiday.

New Year's Eve	Labour Day
New Year's Day	Thanksgiving Day
January 2 <sup>nd</sup>	Good Friday
Easter Monday (replaces Remembrance Day)	
Victoria Day	Christmas Eve
St-Jean-Baptiste	Christmas Day
Canada Day	Boxing Day

18.02 In the event that a full-time employee's day off falls during one of the above listed statutory holidays or his vacation, he shall be paid as per calculation rules stipulated in Article 18.01.

18.03 An employee who works on a statutory holiday will be paid two (2) times his regular rate of pay for the hours worked in addition of the paid statutory holiday described in Article 18.01.

During the first thirty (30) days of employment, the employee is paid at one and one-half (1 ½) time his regular rate of pay.

18.04 Wages will be paid for a statutory holiday described in Article 18.01 to an employee absent from work under the following circumstances provided satisfactory proof is shown:

- a) Illness
- b) Death in the immediate family as per Article 13.06.

- c) Jury duty
- d) Subpoenaed witness

## **ARTICLE 19 JURY DUTY AND CROWN WITNESS**

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

19.02 Employees who must appear in court for reasons other than those mentioned in 19.01 shall be granted a leave of absence without pay provided they supply the proof or verification for such attendance.

## **ARTICLE 20 ANNUAL VACATION**

20.01 The amount of vacation credits earned on April 30<sup>th</sup> of each year determines the duration of vacation for the following year, starting May 1st, and ending April 30th.

- a) The employee hired during the year is entitled to one (1) calendar day per month of service up to a maximum of ten (10) calendar days. The starting date shall be on or before the 15th of the current month in order to earn vacation credit for that month.
- b) The employee earns vacation credits as follows:
  - ◆ 1 to 3 years less 1 day: 2 weeks (4%);
  - ◆ 3 to 10 years less 1 day: 3 weeks (6%);
  - ◆ 10 years or more: 4 weeks (8%).
- c) The number of vacation awarded to a temporary or part-time employee is calculated on a pro rata basis of the number of days worked every week and appearing in the employee's file on April 30th.

**The vacation pay will be paid once a year at the end of the reference period to a temporary or part-time employee unless a particular request is made by the employee not to receive it during the month preceding the reference period. The employee will receive his vacation pay at the time of his vacation.**

20.02 Vacation leave may, if the employee wishes, be taken in conjunction with regular days off.

20.03 Vacations not taken shall not be paid except to an employee who quits, is dismissed or is laid off. Such an employee shall receive vacation credits at the time of his layoff or the end of his employment.

**An employee can receive his vacation pay during the pay period prior to his vacation by submitting a written request one (1) month in advance. This payment will be made by direct deposit with the regular pay. The employee understands that it implies he will not receive a pay for approximately one (1) month after this. It is understood that the Employer will not give any wage advance further to that vacation payment.**

20.04 Except where the Union and the Employer have mutually agreed on another vacation scheduling system, the following vacation scheduling system will apply:

a) Vacations shall be selected and taken in accordance with the following ratio:

Stock handlers	1 employee in 15 regular full time or part time employees or major portion thereof
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System operators	1 full time regular employee at a time
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- b) Vacation bids will be done by seniority in the employees' classification and will take place between March 1st and March **31st** for vacation entitlements of May 1st to April 30th. An employee may split his vacation upon approval of the Employer.
- c) When all employees in the classification have indicated their vacation choice, employees who did not do so before the deadline can select their vacation from the remaining weeks available on a first-come, first-served basis. The Employer will approve the list within three (3) weeks of the deadline.
- d) An employee unable to take his vacation for cause of illness, accident or occupational injury occurring before the start of his vacation can postpone it at a later date. However, he must justify his request with a medical certificate.
- e) No vacation will be granted between December 15th and January 15th. However, the Employer will consider vacation requests made by employees during that period on the basis of operational requirements.

## **ARTICLE 21 BENEFITS**

21.01 The Employer agrees to maintain the group insurance plan for employees with at least three (3) continuous months of service with the Company. The plan will remain in effect with the same or similar protections, i.e. basic life insurance, death insurance, accidental dismemberment insurance, dependent life insurance, salary insurance, long-term disability, health care.

- 21.02 The employer will pay forty per cent (40%) of the cost of life insurances (basic life, death and accidental dismemberment, dependent) and health care of each eligible employee depending on whether single or family coverage is chosen. The Employer will pay one hundred per cent (100%) of the salary insurance and long-term disability.
- 21.03 It is understood that an employee absent from work (CSST, parental leave, etc.) maintains his rights and benefits as long as he remains in continuous service with the Company and that he pays his contributions to that effect.

## **ARTICLE 22 CLASSIFICATION OF EMPLOYEES**

- 22.01 Each employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The job classifications in which employees shall be classified at the signature of this collective agreement are: stock handler and baggage assembly system operator.

### **TEAM LEADER**

The team leader belongs to his basic classification.

#### **Summary description**

The Employer determines if it is necessary to appoint or maintain team leaders. **The employer will establish and maintain a bank of candidates for a possible need of team leader which will allow to be ready in case of operational requirement.**

For information purposes: 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 assigned to him. He shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and equipment are properly utilized and discuss aspects of the operation with the customer.

The posting document provides detailed and up-to-date information regarding the tasks, responsibilities, requirements, experience and qualifications.

### **OPERATOR**

**The employer will make a posting in order to maintain a sufficient number of substitutes to the position of operator which allow everyone to bid. The Employer reserves the right to choose the employees according to its selection criteria.**

## ARTICLE 23 UNIFORMS

23.01 The Employer requires that uniforms be worn as per its requirements. For these reasons, clothes necessary to the performance of their tasks are supplied to the employees at no costs. These clothes belong to the Employer. An updated list is available and posted for the employees.

The employee must return his uniform to the Company **at the end of his employment. The employees from the bargaining unit will get a jacket according to the frequency and quantity shown on the Employer's uniform list.**

### 23.02 Boot allowance

The Company will reimburse the employees up to one hundred and ten dollars (110\$) before taxes per year for approved safety boots upon presentation of a receipt. This benefit will be available to all regular or casual employees after the probationary period. All employees are required to wear approved safety boots.

23.03 The Employer agrees to provide all employees with lockers and a lunch room.

## **ARTICLE 24 RENEWAL AND TERMINATION OF THE COLLECTIVE AGREEMENT**

- 24.01 This Agreement shall be effective from the date of the signature and shall continue until its renewal except for hourly rate increases which are effective starting **April 1, 2010**. The amount of these pay adjustments will be paid to concerned active employees within thirty (30) days of the signature of this collective agreement which expires on **March 31, 2013**. Either one of the party may submit a notice in writing to enter into negotiations to amend the collective agreement. Such notice must be given within one hundred and twenty (120) days of the expiry date. Failure to do so, the notice will be considered as having been served at the expiry date of the collective agreement.
- 24.02 The Employer will pay translation costs while printing costs will be shared equally. It is understood that the official version of this collective agreement is the one in which it has been negotiated.

In witness whereof, the parties have signed in  
\_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Pierre Loyer  
Director – Airport Group

\_\_\_\_\_  
Elio Marques

\_\_\_\_\_  
Chantal Bilodeau  
Director - Human Resources and  
Administrative Services

\_\_\_\_\_  
David Ribeiro

\_\_\_\_\_  
Michel Pelot  
Regional Assistant  
Directing General Chairperson

COFELY SERVICES S.E.C.

INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS

## APPENDIX A

### WAGES, PREMIUMS, SICK DAYS

#### Wages

Hourly rates will be increased as follows:

- **April 1, 2010: two per cent and a half (2.5%)**
- **April 1, 2011: two per cent (2%)**
- **April 1, 2012: two per cent (2%)**

#### CPI provision

**For the last two (2) years, full time employees hired prior to April 1<sup>st</sup> of the preceding year and at the employment of the Company at the time of payment, will receive three hundred dollars (\$300.00), payable in April of next year, if the Montréal 12-month change in the Consumer Price Index for the precedent year (see Statistics Canada) is higher than three percent (3%).**

The starting salaries are the following:

#### Stock handlers

**As of April 1, 2010, the Starting salary for the stock handler's position is at \$11.50. This rate will be revised upward according to the increase percentage scheduled each year as per Appendix A.**

#### Operators

**As of April 1, 2010, the starting salary for the Operator's position is at \$17.77. This rate will be revised upward according to the increase percentage scheduled each year as per Appendix A.**

## **Salary**

Salary is deposited every second Thursday directly into the bank account of the financial institution chosen by the employee. If a statutory holiday is a Thursday, the pay will be deposited the workday before.

The employee who wishes to change the financial institution for the deposit of his pay must send a written notice to Human Resources Department. A ten (10) calendar day delay is necessary before the change is effective.

A pay slip indicating the net amount of pay, statement of earnings, contributions deductions, date of payment and period covered by the pay, is given to each employee at the same time.

Payroll deductions are made as per laws and regulations in effect.

**In the event of a mistake on the pay of fifty dollars (\$50) or more negatively affecting an employee, upon request, the Employer engages to correct this error in the two (2) following working days unless it has been caused by the employee itself. In that case, the correction will appear on the next pay. The time sheet must be approved by the employee before the pay is processed.**

## **Premiums**

**Operator replacement: a premium of \$2.20/h will be paid to a stock handler during each replacement of one (1) days or less. For a replacement of more than one (1) day, the employee will receive an hourly premium equal to the difference between the minimum base salary of an operator and his regular rate retroactive to the first hour worked as an operator.**

Team leaders will be paid a premium of \$2.20/h for the entire duration of the collective agreement.

Evening premium: **\$0.50/h** from 6:00 p.m. to 11:00 p.m.

Night premium: \$1.50/h from 11:00 p.m. to 6:00 a.m.

Week-end premium: \$1.50/h from 12:00 a.m. on Saturday to 11:59 p.m. on Sunday. The week-end premium is added to the evening and night premiums in effect, where applicable.

All premiums are added to the hourly basic rate and are applicable only when paid at the regular rate. Premiums are not applicable on overtime.

### **Other benefits**

The Company will contact airlines to inquire on their policy on travel privileges offered to employees working at airports and will keep the employees informed through a posting. The employees agree not to solicit any airlines or their representatives in order to obtain benefits other than those announced.

### **Sick days**

The employee who, because of illness, is unable to report to work, must advise his immediate supervisor as soon as possible and no later than before the beginning of his shift.

Any unjustified absence is not considered as an absence due to illness and, for this reason, will not be paid by the Company.

### **Occasional sick days**

Any employee is entitled to one half (1/2) day, i.e. four (4) hours per complete month of service, **for a maximum of forty-eight (48) hours**. The following hours are eligible for the calculation of occasional sick days: regular rate, statutory holiday, paid sick day, vacation, CSST, leave for family reason, other leave for family responsibilities, change in address, jury duty, and short-term salary insurance.

On November 30<sup>th</sup> of each year, the surplus of the **forty-eight (48) hours** earned will be paid out to the employee before December 15<sup>th</sup>.

For employees hired during the year, the amount of occasional sick days is calculated on a pro rata basis of days worked, starting after his successful probation period.

The immediate supervisor or Human Resources Department can, **in certain situations and at his discretion**, request a medical certificate to justify the absence of an employee.

### **Disability as a result of an illness**

**It is the Company's objective to grant its employees income security guarantees in case of disability. The disabled employee will receive benefits from the group insurance plan in effect. The immediate supervisor or Human Resources Department can in certain situations and at his discretion, ask for a medical certificate in order to justify the absence and can require that this certificate be issued by a doctor chosen by the Company. The Employer reserves the right not to pay the employee for his absences if they are considered to be abusive.**

## **APPENDIX B**

### **IAMAW PENSION PLAN**

The Employer will remit contributions to the IAMAW pension plan on a monthly basis. The employee and Company contribute three percent (3%) each to the Pension Plan. Percentages are calculated on basic salary only and contributions are withheld at source.

Note: Because of the current world economic situation, the parties have agreed to postpone the inclusion of the employees into the IAMAW Pension Plan and to remit the contributions mentioned in the paragraph above in a plan similar to the one presently in effect with the Employer and according to its terms and conditions, until a more favourable economic situation, further to the decision of the Committee of the IAM Labour-Management Pension Fund (Quebec).

## **APPENDIX C**

### **SENIORITY LIST OF DISTINCTION EMPLOYEES HIRED BEFORE JANUARY 9, 2007**

1. Maximiliano Frangiosa – October 6, 2005
2. Angel Martin Osega Postigo – November 3, 2005
3. David C. Ribeiro – April 10, 2006
4. Manuel Arias – April 22, 2006
5. Richard Morena Luis – May 11, 2006
6. Germain Arenas – May 31, 2006
7. Belizario Valenzuala – June 1, 2006

## APPENDIX D

### NOTICE ON CALCULATION OF THE AVERAGE HOURS OF WORK

The current notice is attached to the collective agreement as per Canada Labour Standards Regulations. Thus, the parties agree to calculate the average hours of work of employees concerned and its modifications as per Article 16.01 (a) of the current collective agreement. This appendix replaces the posting of the thirty (30) day notice, the remittal of the notice to the regional director as well as the posting notice containing the information described in appendix IV for the duration of the collective agreement.

- a) **Name of employer:** COFELY SERVICES S.E.C.
- b) **Employees affected:** Stock handlers and baggage handling system operators as per the certification order issued on December 21, 2007 by the Canada Industrial Relations Board and future modifications when applicable (employees of COFELY SERVICES S.E.C. engaged in the operations at the Montréal Pierre Elliott Trudeau International Airport, excluding office staff, automation specialists (project leaders), operation coordinators and those above rank).
- c) **Address or workplace:** Montréal Pierre Elliott Trudeau International Airport, 975 Roméo-Vachon North, suite 51D, Dorval, QC H4Y 1H2.
- d) **Number of weeks used for the calculation of the average:** six (6), eight (8), nine (9) weeks and all future modifications.
- e) **Information for determining the necessity of an irregular distribution of hours of work due to the nature of work in the establishment:** hours of activity of baggage handling system.

- f) **Reasons for the duration of the averaging period:** as per the schedules negotiated by the parties or subsequent modifications.
- g) **Effective date for the calculation of the average hours of work:** at the signature of this collective agreement.
- h) **Termination date for this calculation:** until a new collective agreement is signed or on another date agreed upon by the Union and the Employer.
- i) **Date of notice:** date of signature of this collective agreement.

## APPENDIX E

### TEMPORARY OR PART-TIME EMPLOYEES

Temporary or part-time employee means an employee hired **or transferred** on a part-time or temporary basis for an indefinite or a definite period of time and who has been informed of his status in his hiring **or transfer** letter.

Any temporary or part-time employee later transferred to a permanent position will see his company and classification seniority date be calculated on a pro rata basis of the hours worked.

Rights and privileges related to **classification** seniority matters of temporary or part-time employees can only be exercised amongst themselves (for example: choice of part-time schedules).

The following articles and appendix do not apply to temporary or part-time employees. However, laws do apply:

- Article 11
- Article 12 with the exception of article 12.01 e)
- Articles 13.02, 13.05, 13.06, 13.07, 13.08 and 13.09.
- Article 16 with the exception of the 1<sup>st</sup> paragraph of article 16.01 a) regarding breaks, 1<sup>st</sup> paragraph of article 16.01 c), articles 16.01 d) and e), **16.03 b)** and articles 16.04, 16.05 and 16.06
- Article 17
- Articles 18.02, 18.03 and 18.04
- Article 19
- Article 20 with the exception of article 20.01 e)
- Article 21
- Article 22
- Appendix A: premiums, occasional sick days and **CPI provision**
- Appendix B

- Appendix C
- Appendix D

## **APPENDIX F**

### **REIMBURSEMENT OF MONEY OWED TO THE EMPLOYER**

When an employee must reimburse an amount of fifty dollars (\$50) or less, the Employer will deduct the amount directly from the pay of the employee without any further notice.

If the amount owed is greater than fifty dollars (\$50), the employee and the Employer will reach an agreement with regards to reimbursement. If an agreement cannot be reached, the Employer will deduct fifty dollars (\$50) from each pay until the full amount has been reimbursed. If, at the end of employment, the amount has not been reimbursed in full, the Employer will deduct the remaining amount from the last pay cheque of the employee without any further notice.

## **APPENDIX G**

### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

The parties will discuss the possibility of implementing a new Employee Assistance Program within six (6) months following the signature of the collective agreement.