

COLLECTIVE AGREEMENT

BETWEEN:

SOCIÉTÉ AIR FRANCE
2000 Mansfield Street
Montreal, Quebec
H3A 3A3

(Hereinafter referred to as “**the Employer**”)

AND: CAW-CANADA and its Local 2002
7015 Transmere Dr., Unit 5
Mississauga, Ontario
L5S 1M2

(Hereinafter referred to as “**the Union**”)

Effective April 1, 2009, through March 31, 2012

13432 (02)

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

- 1.01 The purpose of this agreement is to promote the maintenance of high-quality customer service and good relations between the Employer and its employees represented by the Union, to establish fair and equitable working conditions for the Employer and its employees, and to provide for the orderly settlement of any dispute that may arise during its period of validity, taking into account in all circumstances the operational objectives of the Employer.
- 1.02 The French-language version of this collective agreement is the official version. If the Union wishes to have the agreement translated at its own cost, it is entitled to do so.

ARTICLE 2 – DEFINITIONS

2.01 When used in this agreement, unless the context indicates otherwise, the following terms mean:

- a) *Agreement*
The current agreement, including associated amendments and interpretations, adopted and established by means of a letter bearing the signature of the authorized representatives of the Company and of the Union stewards or confirmed by them;
- b) *Employee*
Refers to any individual occupying a position covered by the accreditation certificate mentioned in Article 3.01 and governed by the agreement;
- c) *Full-time employee*
Refers to all employees who have completed their probationary period, who normally work forty (40) hours per week and who occupy a position covered by the certificate of accreditation mentioned in Article 3.01;

The status of “full-time employee” is attributed by the Employer at the time of hiring or upon obtaining a full-time position as defined in the agreement;

- d) *Part-time employee*
Refers to all employees who have completed their probationary period, who normally work between twenty (20) and forty (40) hours per week and who occupy a position covered by the certificate of accreditation mentioned in Article 3.01;

The status of “part-time employee” is attributed by the Employer at the time of hiring or upon obtaining a part-time position as defined in the agreement;

- e) *Employee on probation*
Refers to all employees who have not yet completed the probationary period provided for in Article 10;

- f) *Back-up employee*
Refers to all employees who have completed their probationary period, who occupy a position covered by the certificate of accreditation mentioned in Article 3.01 and who have voluntarily agreed to receive training for another position;

Employees who have successfully completed their training cannot refuse any temporary assignment that complies with their regular work schedule;

- g) *Union seniority*
Refers to the rights defined in Article 11, as to be exercised according to the terms of and when provided for in this agreement;
- h) *Years of company service*
Refers to the entirety of the period of service with Air France, since the most recent date of employment, and is valid according to the terms of and when provided for in this agreement;
- i) *Union*
National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and its Local 2002;
- j) *Schedule*
A table indicating all shifts scheduled in a given workplace and specifying the days of work and rest as well as the start and end times of each shift.

ARTICLE 3 – JURISDICTIONS

- 3.01 The Employer recognizes the Union as the sole bargaining agent for the negotiation and conclusion of a collective agreement on behalf of the employees covered by the following accreditation certificate issued on April 3, 2009, by the Canada Industrial Relations Board (Board file #27366-C, decision 9627-U):
 - all employees of the Société Air France call centre in Montreal, Quebec, with the exception of managers, supervisors, trainers, office employees, ticket agents, customer service agents, maintenance employees and all those excluded by the law.
- 3.02 All employees who, on the date of the signing of the collective agreement, are members in good standing of the Union or who may subsequently become so must, as a condition of employment, remain members of the Union. All employees who, on the date of the signing of the collective agreement, are not members of the Union, are not obliged to become so as a condition of employment. All new employees hired, as of the date of the signing of the collective agreement must, as a condition of employment, become members of the Union within thirty (30) days of the commencement of their employment and must remain members in good standing.
- 3.03 Any individual agreement between an Employer representative and an employee that is expressly contrary to the provisions of the collective agreement is invalid, unless it has been approved by the Union.
- 3.04 The Employer agrees not to use non-unionized Air France employees in Canada to perform the duties of any employee covered by this collective agreement, except for unforeseen operational reasons requiring immediate action that could not have been planned for nor reasonably anticipated.

3.05 *Reorganization of the Company*

In the event that the Employer changes ownership, merges with another company or changes its corporate identity in any way whatsoever, this agreement shall remain fully applicable and the certificate in effect at the time of this change and issued by the Canada Industrial Relations Board shall not be affected in any way whatsoever, unless otherwise stipulated by the current legislation.

3.06 *Management prerogative*

The Union recognizes that the Employer is exclusively responsible for the administration and management of its operations and, without limiting the generality of the preceding, for:

- a) hiring, firing, classifying, directing, promoting, demoting, transferring and laying off employees;
- b) demoting, reprimanding, suspending, dismissing or otherwise disciplining employees for just and sufficient cause, maintaining order and discipline, assessing the competence, aptitude, performance and effectiveness of employees;
- c) establishing and applying the policies and procedures required for the effective conduct of its operations, scheduling work and assigning this work to employees, establishing and modifying work schedules, establishing working hours, increasing and decreasing the number of employees either permanently or temporarily;
- d) determining how Employer properties are used, organizing and supervising the work to be done by employees, selecting the work tools and their locations, determining work methods, determining the nature and quality of the work done by employees, and identifying the work to be done by employees.

ARTICLE 4 – DISCRIMINATION AND HARASSMENT

- 4.01
 - a) No one shall harass nor unlawfully discriminate against an employee based on race, national or ethnic origin, colour, religion, age, gender, sexual orientation, marital status, family situation, conviction for an offence for which a pardon has been granted or disability;
 - b) Not constituting discriminatory practices or instances of proscribed discrimination are refusals, exclusions, suspensions, restrictions, conditions or preferences of the Employer based on justified professional requirements.
- 4.02 Employees who feel that they have been harassed or unlawfully discriminated against can use the internal procedure of the Employer to lodge a complaint.

ARTICLE 5 – SYNDICAL PLAN

- 5.01 The Employer deducts, from the wages paid on the fifteenth day of each month, to each employee governed by the collective agreement, the amount of the regular union dues for the previous month, as well as any applicable membership fees, and remits these collected deductions in full by cheque to CAW-Canada, 205 Placer Court, North York, ON M2H 3H9, by no later than the twentieth day of the month during which the deductions are made.
- 5.02 Any modification to the regular union dues shall be applied no later the second regular pay following receipt by the Employer of written notice from the Union advising the Employer of this change.
- 5.03 The Employer forwards with its remittance a list of all employees whose dues have been collected, their employment date as well as the amounts deducted for each of them.

5.04 It is agreed that the Union shall indemnify the Employer and shield it from any claim an employee or employees could make with regard to the amounts deducted from their salary by virtue of this article.

5.05 Within sixty (60) days of the signing of the agreement and no later than April 1 of each subsequent year, the Employer submits to the Union a list of all employees covered by the accreditation certificate. This list includes:

- i) name;
- ii) position;
- iii) union seniority;
- iv) status;
- v) hourly rate.

A copy of this list, omitting the hourly rates, is posted on the bulletin board provided for this purpose for a period of forty-five (45) days.

5.06 The displayed union seniority list becomes official forty-five (45) days following its posting, subject to modifications resulting from any grievance submitted contesting the information contained on said list.

ARTICLE 6 – BULLETIN BOARD

6.01 The Employer provides the Union with a locked glass-covered board.

6.02 The Union shall be entitled to proceed with the posting after obtaining the prior authorization of the Employer. The Employer cannot refuse to provide its authorization without a valid reason.

ARTICLE 7 – UNION ACTIVITIES

7.01 If the Union wants an employee to take time off to attend a union convention, meeting or training course, the employee must obtain the prior written authorization of the Employer.

The request for authorization must be made in writing no later than fifteen (15) days prior to the date for which the employee is requesting time off, except in the case of unforeseeable circumstances that could not be planned for nor reasonably anticipated. This request must contain the name of the employee for whom the absence is requested as well as the reason for and duration of the absence. When granted, any such leave is unpaid.

7.02 The Union bargaining committee is made up of at most three (3) employees.

If the Union wants employees who are members of the bargaining committee to take time off for a bargaining or conciliation meeting or to participate in the preparation of a draft agreement, it must reach an agreement in advance with the Employer, it being understood however that the date of meetings for the purpose of preparing any such draft agreement must be agreed to at least two (2) weeks in advance.

7.03 In the event of arbitration, one (1) member of the union executive and the grievor, as the case may be, are granted unpaid leave on the day of the hearing. In the case of a group grievance, only one grievor can be granted such leave. The witnesses are paid by the parties who summon them.

- 7.04 The Union informs the Employer, in writing, of the names of the union officers and of at most one (1) shop steward, and notice of any subsequent change must be immediately forwarded to the Employer. The Employer is under no obligation to recognize the Union representatives if it has not received the aforementioned notice.
- 7.05 The Employer receives, at a meeting scheduled in advance, in its offices or in any other location agreed to by both parties, the external Union representative to discuss any specific problem concerning the application or interpretation of the agreement or issues of common interest.
- 7.06 After the signing of the agreement, the Employer makes a lockable filing cabinet available to the Union for its exclusive use.
- 7.07 *Paid Union Leave*
The Employer grants 10 (ten) hours of union leave per week remunerated at the normal rate. These hours shall be granted in coordination with the Employer so as to respect operational needs.

ARTICLE 8 – WORK SCHEDULE

- 8.01 a) The normal workweek for a full-time employee is forty (40) hours. The normal workday is eight (8) consecutive hours, including rest and meal breaks.
- b) The normal workweek for a part-time employee ranges from twenty (20) to forty (40) hours, including remunerated rest or meal breaks or those not described in Article 8.02.
- c) It is understood that the objective of the preceding provisions is to define the normal working hours; they must not however be interpreted as a guarantee of or limitation on weekly working hours.
- d) *Scheduling of work*
Work schedules are established based on position and status. The Employer undertakes to draw up the schedules based on the following conditions:
- i) a minimum of 40% of the schedules are full time and 60% of the schedules are part time.
 - ii) 10% of the part-time operational schedules (excluding relief positions) range from 20-24 hours per week.
 - iii) Between September and April inclusively, a number of schedules are made available to students. These schedules shall necessarily include Saturdays and Sundays and to the extent possible shall include the maximum number of hours on these days. They are chosen by order of union seniority from among those employees who have submitted proof of registration at a recognized educational institution.
 - iv) 10% of the work schedules are established by the Employer to cover necessary replacements. Once established, it is agreed that the owner shall make changes in shift start and end times at least 24 hours in advance and changes in rest days at least 7 days in advance. The duration of these assignments is 12 months as of October 1 or as of the date of insertion in the schedule.
- 8.02 a) An employee whose workday is seven (7) consecutive hours or more is entitled to one thirty (30) minute remunerated meal break and two fifteen (15) minute rest breaks.

- b) An employee whose workday is five and a half (5h30) consecutive hours but less than eight (8) consecutive hours is entitled to one thirty (30) minute remunerated meal break.
 - c) An employee whose workday is four (4) consecutive hours but less than five and a half (5h30) consecutive hours is entitled to one fifteen (15) minute remunerated break.
- 8.03 An employee whose workday begins between 3 p.m. and 7:59 p.m. receives a premium of fifty cents (\$0.50) an hour for each hour worked during the shift in question. This premium is seventy cents (\$0.70) an hour for an employee whose shift starts between 8 p.m. and 11:59 p.m.
- 8.04 An employee who comes to work at the request of the Employer is paid at least four (4) hours of salary, based on the regular rate.
- 8.05
- a) On the basis of the known parameters, the Employer displays the choices of work schedule so as to allow the employees to choose their work schedule for two (2) consecutive four (4) week periods, this being however subject to modification as per Article 9 “Working Hours and Additional Hours.”
 - b) Employees select their work schedules based on position and status, in order of union seniority. Employees whose period of employment commences after the existing employees have chosen their respective schedules select their schedule from among the only remaining ones.

Employees who obtain a position following a temporary posting for a specified period of more than three (3) months select their work schedules on the basis outlined in the preceding paragraph.
 - c) The work schedule is established so as to provide each full-time employee with two (2) consecutive days of rest per week, it being understood that one of these days shall be a weekend day for a minimum of fifty percent (50%) of full-time employees.
 - d) The work schedule is established so as to ensure that sixty-six percent (66%) of part-time employees (excluding relief shifts) have two (2) consecutive rest days per week and thirty-four percent (34%) of part-time employees (excluding relief shifts) have two (2) non-consecutive rest days.
 - e) The work schedule must also include a rest period of ten (10) consecutive hours between the last shift worked during one day and the start of the shift to be worked the next day.
- 8.06
- a) The reassignment and exchange of shifts at the request of employees are intended to reduce absenteeism and to help employees deal with situations that are unforeseeable or that conflict with their work schedule.
 - b) All requests regarding the reassignment or exchange of shifts must be submitted in writing to the Employer at least one day in advance and must be approved by the Employer.
 - c) All requests regarding the reassignment or exchange of shifts submitted by employees must respect the following conditions:
 - i) The employee who agrees to work the shift of another employee must be qualified to fulfill the duties of the employee being replaced;

- ii) The reassignment or exchange of shifts must not lead to the payment of any overtime;
- iii) An employee is authorized to work a maximum of fifty (50) reassigned shifts per calendar year;
- iv) The reassignment or exchange of shifts must respect the minimum daily rest period provided for in paragraph 8.05 e) and the upper limit on the number of hours that can be worked daily provided for in Article 9.07;
- v) An employee can under no circumstances be absent from work for a total of more than ten (10) consecutive weeks, be it as a result of vacation, the reassignment or exchange of shifts, banked time taken as days off or unpaid leave, except in the case of unpaid leave taken at the request of the Employer. Furthermore, an employee can be absent for the maximum of ten (10) consecutive weeks a maximum of two (2) times per calendar year;
- vi) The reassignment or exchange of shifts must not result in an employee who is completing a probationary period working less than twenty (20) hours per week.
- vii) Any previously authorized exchanges involving employees currently on sick leave or who have resigned are cancelled, with at least 48 hours notice being provided by the Employer.

8.07 December 24 and 31 shall be administered in the same way as statutory holidays, even though they are earned and are not statutory holidays as defined in Article 14 of this agreement. The available "idle" days shall thus be distributed by order of union seniority among those employees who have indicated that they would like time off. No later than December 1, the Employer shall indicate by means of a memo distributed to all employees, the number of employees, in addition to those not scheduled to work, who will be able to be absent on each of these days. The list of employees who will be entitled to take time off by virtue of this provision will be distributed by no later December 10. The requests will be processed based on the following order of importance: 1) floating holidays, 2) banked time and 3) requests for unpaid leave. Requests to use banked time will have priority over requests for unpaid leave. It is also agreed that no individual employee will be able to take both days off (December 24 and 31), unless no other employee with less seniority has requested the time off.

8.08 The scheduled shifts or the scheduled shift start times or even the days of work or rest of an employee can be changed to meet training needs, according to the parameters outlined in Article 8.01 d).

ARTICLE 9 – WORKING HOURS AND ADDITIONAL HOURS

9.01 All hours added must have been authorized in advance by the Employer.

9.02 Each hour worked by an employee over and above 40 hours of attendance per week or over and above 8 hours of attendance per week is paid at the overtime rate, i.e. at the regular hourly rate increased by half (1 ½), excluding premiums.

9.03 The parties recognize that the operational needs of the Employer may vary after the employees have selected their working hours. The Employer can thus change the working hours so as to meet its needs at the regular rate, taking into account, to the extent possible, the wishes of employees and union seniority.

- 9.04 If the Employer does not succeed in meeting its needs by having the work done at the regular rate, it will distribute, as it sees fit, the additional hours of work in the following order:
- a) by order of union seniority, to willing employees who are qualified to fill the required position and who can work some of these hours at the regular rate;
 - b) by order of union seniority, to willing employees who are qualified to fill the required position and who have entered their names on the list of employees available to work the additional hours and who have worked and accumulated the fewest number of overtime hours;
 - c) if there is an insufficient number of volunteers, the Employer will assign the hours, by inverse order of union seniority, to the employees with the required skills whose hours of work are the closest to the required hours. Furthermore, the Employer will not substitute the assigned rest days for other rest days.
 - d) once this procedure has been completed, the remaining additional hours will be assigned by inverse order of union seniority to employees on leave who are qualified to fill the position.
- 9.05 The Employer keeps a record of the additional hours paid at the overtime rate, which is updated based on payroll frequency. The union can consult this record as required.
- 9.06 If the Employer contravenes the provisions of Article 9 when distributing hours, it will give adversely affected employees the option of working any hours lost for this reason over the next 30 calendar days.
- 9.07 Under no circumstances shall an employee be authorized to work more than fourteen hours (excluding meal and rest periods) during a single workday.
- 9.08 In situations where employees have hours of work added before or after a regular shift, they will be eligible to receive an additional rest period as per the following scenarios:
- a) according to Article 8.02, in cases where the hours are added at least one (1) day in advance of their assignment.
 - b) according to Article 8.02, in cases where the hours are added on the same day as the operations. However, if the organizational needs are such that the rest periods cannot be observed, the break times will be added to the employee's "hour bank" and reimbursed according to the provisions of Article 24, and when the additional hours result in a shift of more than 8 consecutive hours, a 10-minute break will be granted for each two-hour period worked after the first 8 hours have elapsed.

ARTICLE 10 – PROBATIONARY PERIOD

- 10.01 All new employees must complete a probationary period extending for six (6) months of work and beginning on their first day of employment. The Employer can decide to extend this probationary period for up to an additional three (3) months of work and, in this event, must notify the Union. During the probationary period, the Employer can terminate the employee.
- 10.02 Notwithstanding any other provision of this agreement, the employee and the Union cannot resort to the grievance procedure in the event of disciplinary measures or termination of employment during an employee's probationary period.

ARTICLE 11 – UNION SENIORITY

- 11.01 The union seniority of full-time and part-time employees commences as of the most recent date on which the employee began to work within the bargaining unit. Union seniority accumulates and is maintained or lost as provided for by the collective agreement. It is expressed in calendar years, months and days.
- 11.02 The right to union seniority is acquired once the probationary period has been completed and is retroactive to the most recent date of employment, in accordance with Article 11.01. If two or more employees share the same date of employment, their position on the union seniority list shall be determined by the drawing of lots.
- 11.03 Unless otherwise stipulated, the union seniority of employees continues to accumulate during absences provided for by this agreement.
- 11.04 Employees lose their union seniority and their employment is terminated in the following cases:
- a) If they voluntarily leave their job;
 - b) If they are dismissed for just and sufficient cause and not reinstated by means of the grievance and arbitration procedure provided for in this agreement;
 - c) If they are laid off for a period exceeding 24 consecutive months;
 - d) If they fail to return to work within seven (7) calendar days after the mailing of a registered callback notice sent to the most recent address provided by them;
 - e) If they are absent from work for more than three (3) consecutive working days without permission or a valid reason;
 - f) If they occupy a position outside the bargaining unit for more than 120 days, unless the nature of the assignment is the result of short- or long-term disability or maternal, paternal or parental leave.

ARTICLE 12 – VACANT POSITIONS

- 12.01 a) When the Employer decides to fill a vacant or newly created position that is covered by the certificate of accreditation, it posts a notice to this effect for (10) calendar days. The Employer sends a copy of the posting to the Union.
- b) The posting must contain the following information:
- i) the position;
 - ii) the status;
 - iii) the posting period;
 - iv) the necessary qualifications and requirements for the position;
 - v) the required hours and days of availability;
 - vi) the main responsibilities;
 - vii) the aptitude test, if applicable.

- 12.02 a) Employees who have completed their probationary period can apply for the position by sending a written request to the Employer during the posting period. However, the Employer will disregard applications from employees who have obtained a posted position within the previous twelve (12) months, unless:
- it is a posting for the same position, or
 - the posting is for a permanent position and the applicant occupies a temporary position, or
 - there is no other applicant who could fill the position in accordance with Article 12.03.
- b) The Union will have the option of entering the name of an absent employee on the list of applicants and the Employer will be obliged to consider this application only if the employee will be available during the selection process, for training and at the time when the position is to be filled.
- 12.03 The Employer awards the position to the applicant who has the necessary qualifications and who meets the requirements for the job in question and whose performance and skills make him/her the best fit for the position. In cases where these factors are equal, union seniority prevails.
- 12.04 The Employer displays the name of the selected applicant and sends a copy to the Union.
- 12.05 The employee to whom the position is awarded is entitled to a trial period of sixty (60) days on the job.
- 12.06 During the trial period, the employee can be reassigned to his/her former position by the Employer if unable to meet the normal requirements of the new position, provided that the employee now occupying the former position has less union seniority than the reassigned employee. If the employee is unable to return to his/her former position by virtue of the application of this provision, he/she will be considered to have been dismissed from the new position and the provisions of Article 13.02 shall apply to this employee.
- 12.07 Employees who return to their former position following a decision of the Employer in accordance with Article 12.06 cannot reapply for the same new position during the 12 months following the decision of the Employer.

ARTICLE 13 – LAYOFFS AND CALLBACKS

- 13.01 If the Employer has to lay off employees in a given position, the layoffs will be made in the following order:
- a) the employees on probation;
 - b) the employees with the least union seniority among those with the status in question.
- 13.02 An employee who has completed his/her probationary period will be entitled, as an alternative to being laid off, to displace the employee with least seniority among those with a different status than him/her.
- 13.03 The Employer will have the option of discussing with the Union the possibility of granting unpaid leave so as to reduce the number of layoffs.

- 13.04 In the event of a layoff, the Employer agrees to notify the affected employee in writing 7 calendar days prior to said layoff, unless it is due to circumstances beyond the control of the Employer.
- 13.05 a) When there are employees on the callback list, the Employer proceeds with the recall of these employees in accordance with the procedure set out in paragraph b) below before displaying, as per Article 13, a vacancy for a position that has been subject to layoffs in accordance with Article 13.01.
- b) The displaced or laid-off employees are recalled in inverse order of their layoffs, according to the conditions set forth in Article 13.02. Employees can refuse a recall without losing their union seniority rights if recalled to a position with a different status than the one occupied at the time of the layoff in accordance with Article 13.01 and within the time limit provided for in Article 11.04c).
- 13.06 A copy of the notice sent to employees by virtue of Article 13 is sent to the Union.

ARTICLE 14 – STATUTORY AND FLOATING HOLIDAYS

- 14.01 Employees who have completed thirty (30) days of continuous service are entitled to the following statutory holidays:
- New Year's Day
 - Good Friday
 - Journée nationale des patriotes
 - Fête nationale du Québec (Saint-Jean-Baptiste)
 - Canada Day
 - Labour Day
 - Thanksgiving
 - Christmas Day
 - Boxing Day
- 14.02 The compensation for each statutory holiday not worked is equivalent to the following amount:
- a) for full-time employees: 8 hours at the regular hourly rate;
- b) for part-time employees: 1/20th of the gross salary earned over the course of the thirty (30) days preceding the statutory holiday.
- 14.03 Employees called upon to work on the statutory holiday have a choice between the two following options:
- a) receive the compensation provided for in paragraph 14.02 and, for each hour worked on the day in question, an additional amount corresponding to one and a half times their regular hourly rate; or
- b) receive, for each hour worked on the day in question, an amount corresponding to one and a half times their regular hourly rate and accumulate 8 hours at the regular rate in the hour bank provided for in Article 24;
- 14.04 Employees not normally scheduled to work on the day of the statutory holiday have the option of receiving the compensation provided for in paragraph 14.02 or accumulating 8 hours at the regular rate in the hour bank provided for in Article 24.

- 14.05 Employees who wish to receive, in accordance with paragraph 14.03 a) or Article 14.04, the compensation provided for in paragraph 14.02, must inform the Employer no later than five (5) working days before the statutory holiday, failing which they will accumulate the number of hours at the regular rate in the personal hour bank provided for in Article 24.
- 14.06 Employees who have completed their probationary period, with the exception of those who do so after September 1 of the current year, are entitled, once their probationary period has been completed, to 2 floating holidays per calendar year. The dates on which these floating holidays can be taken must be agreed to in advance by the employees in question and their supervisor, based on operational needs. For eligible employees who have not taken such a floating holiday by December 31, the equivalent of their compensation, in hours worked, is added to the hour bank provided for Article 24. Employees who have by then exceeded the maximum of 40 (forty) permissible hours in their hour bank will be paid for the surplus hours by the Employer.

ARTICLE 15 – UNPAID LEAVE

- 15.01 a) The Employer can, upon submission of a written request and at its sole discretion, grant unpaid leave to an employee for a period of at most six (6) months, without loss of union seniority. Requests for leave for personal reasons will be considered on a first-come, first served basis, from among the requests submitted by employees by the time such leave is granted. A written copy of the request must be forwarded to the local Union at the time when it is submitted.
- b) Employees who receive permission from the Employer to be absent for a period of no more than six (6) months will retain their position and their union seniority will continue to accumulate during the period. If the period is longer than six (6) months within a period of twelve (12) months, these arrangements will be determined by mutual consent by the Employer and the Union. Employees shall not exercise their union seniority right with regard to postings during such leave.

ARTICLE 16 – PERSONAL HOLIDAYS

16.01 The following definitions apply only for the purposes of Article 16:

- a) “spouse” refers to people:
- i) who are married and who live together, or
 - ii) of different or the same gender, who live in a conjugal relationship and who are the parents of the same child, or
 - iii) of different or the same gender, who have been living in a conjugal relationship for at least one (1) year.
- b) “child” refers to:
- i) a natural-born or legally adopted child, or
 - ii) the spouse’s child, or
 - iii) a child who resides on a permanent basis with the employee and with regard to whom the employee assumes parental responsibility.

- 16.02 a) All employees who have completed their probationary period are entitled to the following leave:
- i) Three (3) consecutive days of paid leave following the death of an immediate family member of the employee, namely: spouse, child, father, mother, father-in-law, mother-in-law, spouse of mother or father, brother or sister of the employee.
 - ii) One (1) day of paid leave following the death of another family member of the employee: grandfather, grandmother, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, uncle or aunt of the employee.
 - iii) A half-day (4 hours) of paid leave to attend the funeral of a friend or coworker, to the extent possible.
 - iv) One (1) additional day of unpaid leave will be granted if the funeral is to be held 200 km or more from the residence of the employee.
- b) To take advantage of the provisions of paragraph a) above, employees must:
- i) inform their superior as soon as possible after learning of the death;
 - ii) provide proof of death.
- c) For the purposes of calculation, the above periods of leave commence as of the date of death.
- d) If the funeral or cremation is not held within the periods specified above, employees can postpone one of their days of leave to attend the funeral or cremation.
- e) For each of the working days during which an employee is absent as a result of the application of subparagraphs a i) and a ii) above, full-time employees receive an amount equivalent to 8 hours of pay at the regular rate, while part-time employees receive an amount equivalent to 1/20th of the gross salary earned over the course of the thirty (30) days preceding the funeral leave. Half of this amount is paid out in the case of absences resulting from the application of subparagraph a) iii);
- f) In the case of absences provided for by subparagraphs a) i) and a) ii) above, the Employer shall not refuse employee requests to add a maximum of two (2) consecutive days of absence to the funeral leave in question, which will be deducted from the employee's hour bank or the floating holidays provided for in Article 14.06, failing which these two (2) days of absence are unpaid.
- 16.03 Employees who have completed their probationary period who are getting married are entitled to two (2) consecutive days of leave, including one (1) paid day during the week preceding or following the date of their marriage.
- 16.04 During the adoption, by employees who have completed their probationary period, of a child other than that of their spouse, the employee in question is entitled to three (3) days of consecutive leave, one of which is paid. This leave must be taken within fifteen (15) days following the arrival of the child at the home of the employee.
- 16.05 Employees who have completed their probationary period who are registered for a course given by an educational institution recognized by the Quebec department of education (Ministère de l'Éducation, du Loisir et du Sport) are entitled to one half-day (4 hours) of paid leave if normally scheduled to work on the day of the final examination, up to a maximum 8 times per school year.

To take advantage of this leave, employees must provide proof of the date of their final examination and of their registration for the course. They must also submit the request in writing according to the established procedure at least five (5) days before the date of the final examination and have it approved by their superior.

- 16.06 a) Employees who have completed their probationary period who serve on a jury will receive from the Employer the difference between the amount received for such jury service and the amount that would have been received for the normal working hours lost for this reason from within their normal work schedule, and this cannot under any circumstances exceed eight (8) hours per day and five (5) days per week calculated at their regular hourly rate of pay. No such payment will be made if employees serve on a jury at a time when they would not normally have been required to work, such as, but not limited to, statutory holidays, vacations, layoffs, strikes, lockouts or leaves of absence.
- b) To be entitled to the benefit provided for in paragraph a) above, employees must comply with the all of the following conditions:
- i) inform their supervisor as soon as they are summoned to serve on the jury, and
 - ii) provide proof of the amount received to serve on the jury, and
 - iii) return to work as soon as they are relieved from jury duty.

ARTICLE 17 – MATERNAL AND PARENTAL LEAVE

- 17.01 Pregnant employees with six (6) or more months of service with the company at the time this leave is taken are entitled to unpaid maternity leave of a maximum of seventeen (17) weeks beginning no earlier than eleven weeks prior to the expected date of delivery and ending no later than seventeen weeks after the actual delivery date, as long as they provide their immediate superior and the human resources department with a medical certificate attesting to their pregnancy and the expected date of delivery.
- 17.02 Pregnant employees must provide their immediate superior and the human resources department with written advance notice at least four (4) weeks prior to the start of their maternity leave, indicating at same time, if applicable, the start date of their parental leave as well as the date of their return to work.
- 17.03 a) Subject to paragraphs b and c), employees with less than six (6) months of service with the company at the time this leave is taken are entitled to unpaid parental leave of a maximum of thirty-seven weeks to care for their newborn or a child entrusted to them for adoption in accordance with the laws regulating adoption in their province of residence.
- b) Period of parental leave: The right to parental leave can be exercised only within the fifty-two weeks (52) following:
- i) in the case of a birth, either the date of birth or the date on which the child is entrusted to the parent;
 - ii) in the case of the adoption, the date on which the child is actually entrusted to the parent.
- c) Maximum duration of parental leave: The maximum duration of all of the leave taken by two employees by virtue of this article at the time of a birth or an adoption is thirty-seven weeks.

- 17.04 Employees who have not taken maternity leave but who want to take parental leave must provide their superior and the human resources department with advance written notice at least four (4) weeks prior to the start date of their parental leave, indicating at the same time the date of their return to work.
- 17.05 The maximum duration of all the leave that one or two employees can take by virtue of articles 17.01 and 17.03 at the time of a birth of a child is fifty-two (52) weeks.
- 17.06 Employees who finish maternal or parental leave return to the position left to take this leave or to a comparable vacant position.
- 17.07 If the position of an employee no longer exists upon his or her return to work or if no comparable position is vacant, the employee is entitled to all the rights and privileges that would have been available had the position been abolished when he or she was on the job.
- 17.08 When employees are on maternal, paternal or parental leave, their benefits and union seniority continue to accumulate throughout the period of their absence.

ARTICLE 18 – ANNUAL VACATION

- 18.01 a) The reference year for vacation purposes extends from January 1 to December 31 of the same year. Vacation accumulated during the current reference year must be taken during the twelve (12) months following the reference year; no compensation will be provided in lieu of vacation.
- b) Employees who attain 5, 10 or 18 years of service are awarded, for the current calendar year, the annual quantity of leave as well as the vacation pay provided for in Article 18.02 based on their continuous years of service, without any need for consideration of the prior reference year as stipulated in the previous paragraph.
- 18.02 a) All employees who have completed their probationary period are entitled to the paid annual vacation indicated in the following table:

Years of continuous service as of January 1	Duration of vacation	Vacation pay
Less than one (1) year of continuous service	One (1) day per complete month worked prior to January 1, with a maximum of (10) days	4% of earnings during reference year
One (1) to four (4) years of continuous service	Two (2) weeks	4% of earnings during reference year
Five (5) to nine (9) years of continuous service	Three (3) weeks	6% of earnings during reference year
Ten (10) to eighteen (18) years of continuous service	Four (4) weeks	8% of earnings during reference year
Over eighteen (18) years of continuous service	Five (5) weeks	10% of earnings during reference year

- 18.03 a) The number of employees per position, as well as from the centre as a whole, who can be absent per week for vacation purposes is determined by the Employer. When granting vacations, the Employer considers its operational needs, union seniority and the choices indicated by the employees in each position.
- b) Between November 15 and 30 of each year, all employees make, on the date within this period determined by the Employer, their vacation selections for the coming year based on the grid developed by the Employer and in compliance with paragraph c) below. Employees who are absent from work on the day determined by the Employer are responsible for submitting their choices on said date, failing which they lose their selection priority. By no later than December 15 of the same year, the Employer posts the definitive vacation schedule, which can be subsequently modified only by mutual consent.
- c) Employees choose a maximum of three consecutive or non-consecutive weeks of vacation, during the period made up of the following workweeks: June 1 to September 1 of each year and the two (2) last full weeks in December.
- d) Employees will be awarded no vacation during their probationary period.
- e) Employees who are already absent from work as a result of illness, an accident or jury duty on the date when their vacation is scheduled to begin can request that the Employer postpone their vacation, which will be taken on a date agreed to by both parties but no later than December 31 of the current year.
- f) When a statutory holiday falls within the annual vacation of an employee, the equivalent of the compensation for this statutory holiday (in hours worked) is automatically added to the hour bank of the employee provided for in Article 24. If this causes the employee to exceed the permissible maximum of 40 hours of banked time, the excess will be remunerated by the Employer.
- g) The vacation pay to which employees are entitled is paid on the normal day during their annual vacation or immediately afterwards.
- h) This is intended to clarify the practice for the granting of “residual vacation days” in addition to the full weeks granted by virtue of the application of the method provided for in Article 18 of the collective agreement.
- i) When employees are entitled to two (2) days or less, they will not be able to assert their union seniority with regard to a scheduled week but will be granted days of leave in the same way as compensatory time off; they will, however, have higher priority.
- ii) When employees are entitled to more than two (2) days, they will be able to assert their union seniority with regard to a scheduled week (5 days), with the missing days coming from their hour bank or taken as unpaid leave.
- iii) When employees are entitled to seven (7) days, they will be able to assert their union seniority with regard to one scheduled week (5 days), and the two (2) remaining days will be treated as per h i).

- iv) When employees are entitled to eight (8) days, they will be able to assert their union seniority with regard to two scheduled weeks (10 days), with the missing days coming from their hour bank or taken as unpaid leave.

18.04 When employees leave the service of the Employer, they receive the vacation due for the entire previous year of service completed and the vacation pay due for any fraction of the year of service worked after January 1 for which vacation pay has not yet been received.

ARTICLE 19 – DISCIPLINARY MEASURES

19.01 All disciplinary measures must be the subject of a written notice sent to the employee in question and explaining the reasons for the imposition of the measure. A copy of this disciplinary measure is forwarded to the Union.

19.02 When the Employer summons employees to inform them that a written disciplinary measure will be added to their file, the employee must be accompanied by a union steward or officer available in the workplace.

19.03 Except in the case of theft or fraud, the Employer must notify employees who have engaged in conduct likely to lead to the imposition of a disciplinary measure within thirty (30) working days following the collection of the relevant facts by the Employer.

19.04 In disciplinary matters, the Employer bears the burden of proof.

19.05 Employees can consult their file, after making an appointment for this purpose.

19.06 An employee disciplinary measure dating back more than eighteen (18) months cannot be invoked by the Employer in the event of a new infraction if there has been no other similar disciplinary measure during this period. In the case of a suspension, this period begins as of the date when the suspension ends.

ARTICLE 20 – GRIEVANCE SETTLEMENT AND ARBITRATION PROCEDURE

20.01 A grievance is any disagreement associated with the interpretation or application of the collective agreement.

20.02 The parties agree that it is in their interest to settle all grievances as promptly as possible.

Preliminary step

20.03 a) Before submitting a grievance, employees must meet with their immediate superior or his or her replacement to attempt to resolve the disagreement.

First step

b) In the absence of an amicable settlement, employees or their representative can submit a written grievance to the Director of the Call Centre or any other designated individual within ten (10) calendar days of learning about the incident that led to the grievance. The grievance must describe the incident, indicating the relevant article(s) of the collective agreement as well as the redress sought. The Company must hold a meeting within ten (10) calendar days of receiving the grievance. The Director of the Call Centre or any other designated individual must submit his or her decision in writing within ten (10) calendar days following the meeting and send a copy to the parties involved.

Second step

- c) In the absence of a satisfactory response or if no decision is rendered within the time periods specified in step 1, the Union can, within ten (10) calendar days of the response or the end of the specified time periods, appeal to Human Resources. A meeting must be held within ten (10) calendar days of the request for an appeal to Human Resources. Human Resources must submit its decision in writing within ten (10) calendar days following the meeting and send a copy to the parties involved.

Third step

- d) If no agreement is reached within this ten (10) day period, the Union must, if it decides to refer the grievance to arbitration, do so in writing ten (10) calendar days following the end of the period specified in paragraph c).
 - e) All of the time periods and steps stipulated above are mandatory, on penalty of disqualification of the grievance. However, the parties can extend them by means of a written mutual agreement.
- 20.04 The parties must agree on the selection of an arbitrator within fifteen (15) days following the notice provided for in Article 20.03, failing which one or both parties shall ask the Minister of Labour to appoint one ex officio.
- 20.05 The expenses and fees of the arbitrator are shared equally by the Employer and the Union.
- 20.06 a) The arbitrator can under no circumstances change, amend, modify or delete any portion of any of the provisions of the collective agreement and any decision rendered must comply with its terms.
- b) In matters related to disciplinary measures or administrative dismissal, the arbitrator can:
- i) confirm, modify or reverse the decision of the Employer;
 - ii) render any other just and reasonable decision given the circumstances including, if applicable, determining the amount of compensation to which an unjustly disciplined or dismissed employee may be entitled, taking into account however the employment income of the employee in the interim.
- 20.07 Any agreement related to a grievance between the parties, as well as the decision of the arbitrator, are final and bind the Employer and the Union and the employee or employees in question.

ARTICLE 21 – SICK LEAVE

- 21.01 a) All those in the employ of the Employer as of January 1 shall be credited with, after completing three (3) months of continuous service, a bank of six (6) sick days as of January 1, 2010.
- b) Employees hired between January 1 and April 30 inclusively shall be credited with, after completing three (3) months of continuous service, a bank of six (6) sick days as of January 1, 2010.

- c) Employees hired between May 1 and August 30 inclusively shall be credited with, after completing three (3) months of continuous service, a bank of four (4) sick days as of January 1, 2010.
- 21.02 Employees who have exhausted their bank of sick days shall be on unpaid leave during their illness, unless they were employees of the Employer prior to April 1, 2000, and still have a “previous bank.”
- 21.03 The unused balance of sick days as of December 31 of each year is non-cumulative and non-convertible into cash.
- 21.04 For any medical absence of six (6) days or more, employees must provide the Employer with a medical certificate issued by a doctor explaining and attesting to their unfitness for work, as well as, if applicable, the expected duration of the disability. In case of doubt, the Employer can require such a certificate for any absence, no matter what its duration.

ARTICLE 22 – INSURANCE, PENSION PLAN, “GRATUITÉ PARTIELLE” AND “CLUB PRIVILÈGE”

- 22.01 The employees benefit from the same group insurance program, according to the same terms, conditions and eligibility criteria, as well as any changes to this program, as the other employees in the Canadian delegation of the Employer who work in Quebec but who are not members of the bargaining unit.
- 22.02
 - a) All employees with two (2) years of continuous service or more must, as a condition of employment, join the defined contribution pension plan. For part-time employees with less than two (2) years but at least nine (9) months of continuous service (six (6) months of continuous service for full-time employees), membership in such a plan is optional.
 - b) Subject to paragraph a), the employees benefit from the same defined contribution pension plan, according to the same terms and conditions, as well as any changes to this plan, as the other employees in the Canadian delegation of the Employer who work in Quebec but who are not members of the bargaining unit.
- 22.03 The employees benefit from the same “*Gratuité partielle*” and “*Club Privilège*” programs, according to the same terms, conditions and eligibility criteria, as well as any changes to these programs, as the other employees in the Canadian delegation of the Employer who work in Quebec, but who are not members of the bargaining unit.
- 22.04 The preceding provisions, namely Articles 22.01, 22.02 and 22.03, are intended to guarantee the employees in the bargaining unit the same benefits as those provided to other employees of the Canadian delegation of the Employer who work in Quebec, all of which is subject to the right of the Employer to modify or repeal these three programs (group insurance, “*Gratuité partielle*” and “*Club privilege*”) and the defined contribution pension plan.

ARTICLE 23 – SALARY

- 23.01 The positions and their respective salary scales are set out in Appendix A of the agreement.
- 23.02 Employees are paid according to their own regular schedule, which is established and progresses according to the rules set out in Appendix A.
- 23.03
 - a) Pay is deposited by direct deposit in the account of the employee.

- b) Employees are given a deposit advice containing the following information: first name, family name, the date of the pay period, the hours paid at the regular rate, at the overtime rate, premiums, the deductions made and the net amount of the salary.
 - c) In the case of an error in pay of sixty (\$60) or more, the Employer makes the correction by issuing a cheque to the employee within seven (7) calendar days of notification of the error by the employee.
- 23.04 No deductions at source can be made without the written authorization of the employee in question, except to recover any excess amount paid to an employee as an advance, etc., or for the deductions provided for in the collective agreement or by the law.
- 23.05 If during the period covered by the collective agreement, the Employer creates a new position, it will inform the Union at least two weeks prior to posting the position in accordance with Article 12.01 above, specifying the salary scale it intends to establish for this new position. The Employer agrees to meet with the Union, at its request, and to hold discussions on the salary scale applicable to this new occupation.

ARTICLE 24 – HOUR BANK

- 24.01 Employees shall have the option of setting up an hour bank in which they can deposit hours worked at the regular rate immediately after their normal shift in response to a call, statutory holiday hours as provided for in paragraph 14.03 b) or hours worked at the overtime rate; in this last case, the hours are added at the rate of one and a half hours for each hour worked.
- 24.02 The maximum number of hours that employees can accumulate in their hour bank must at no time exceed 40 hours.
- 24.03 Employees who wish to use the hours accumulated in their hour bank must submit a written request to this effect to their supervisor. However, no request can be submitted for a given date before the work schedules for the period including the date in question have been posted following the selections made by employees in accordance with Article 8.
- If more than one employee wishes to take banked time off on the same date, requests from employees in the same job will be considered in order that they are received. If such requests are received on the same day, they will be considered in order of union seniority.
- The supervisor shall inform employees in writing as promptly as possible if their request for time off has been authorized based on operational needs.
- 24.04 Any employee can consult the register in which the Employer enters the requests received and granted by virtue of Article 24.03, as well as the number of banked hours each employee has accumulated, information which is updated at the end of each month. The Employer keeps this register on hand for a period of twelve (12) months.
- 24.05 The accumulated time can be withdrawn from the hour bank in the form of leave based on the wishes of the employee and depending on the needs and requirements of the Company. Employees can also be paid for their banked time (minimum of 10 hours). Withdrawals are permitted only twice per year. These payments will be added to the pay that immediately follows the request.

ARTICLE 25 – SAFETY AND HEALTH

- 25.01 The Employer takes the measures required, with collaboration of the Union and employees, to ensure the safety and protect the health of employees in the workplace.
- 25.02 A joint health and safety committee is formed. This committee is made up of one (1) employee representative and one (1) Employer representative. This committee meets once every two (2) months.
- 25.03 The meetings of the committee are held based on operational needs and the employee representative is paid at the regular rate for the hours spent in meetings.
- 25.04 The role of the committee is to:
- i) inform employees and the Employer about occupational health and safety issues, and enhance their awareness of these issues;
 - ii) promote health and safety training;
 - iii) investigate the causes of accidents and injuries.
- 25.05 An employee can refuse to perform a task if he or she has reason to believe that the task constitutes a danger to him- or herself or another employee. However, employees cannot refuse to perform a task if this directly imperils the life, health or safety of another individual or if the alleged danger is a normal condition of their employment.

ARTICLE 26 – LABOUR RELATIONS COMMITTEE

- 26.01 The parties recognize that the consultations and discussions are intended to promote harmonious and constructive relations. To this end, the parties agree to create, within 30 days of the signing of the agreement, a Labour Relations Committee made up of a maximum of two (2) Employer representatives and a maximum of two (2) employees who are members of the Union executive committee.
- 26.02 The Labour Relations Committee meets at a mutually agreeable time, but at least three times per year, and the employee representatives on this committee are paid at the regular rate for time spent in meetings during their working hours. The Employer prepares, at least five (5) days in advance, a meeting agenda indicating the topics that the parties wish to address as well as the expected duration of the meeting.

ARTICLE 27 – TECHNOLOGICAL CHANGES

- 27.01 The Employer has the right to improve its operations and its competitive position by, among other means, making technological changes.
- 27.02 The expression “technological change” refers to a change that has an impact on the working conditions and continuity of employment of an appreciable number of employees in the bargaining unit subsequent to:
- i) the introduction by the Employer of equipment that is different in nature or kind than that used previously; and

- ii) a change in the manner in which the Employer carries out the work as a direct consequence of the introduction of this equipment.
- 27.03 During the introduction of a technological change as defined in Article 27.02, the Employer informs the Union at least one hundred and twenty days prior to the expected date of this change. This notice must contain the following information:
- a) the nature of the technological change;
 - b) the date on which the Employer proposes to make the technological change;
 - c) the approximate number and positions of the employees likely to be affected by the technological change;
 - d) the effect that the technological change is likely to have on the working conditions or continuity of employment of the affected employees.
- 27.04 Once the Employer has informed the Union of its intention to introduce a technological change in accordance with paragraph 27.03, the parties agree to meet within 15 days and to hold discussions in an effort to reach an agreement on the solutions to be implemented so as to minimize the unfavourable impacts of such changes on employees.
- 27.05 It is agreed that Articles 52, 54 and 55 of the *Canada Labour Code* do not apply in the case of the Employer and the Union.

ARTICLE 28 – SUBCONTRACTING

- 28.01 The Employer confirms that it intends to continue to use its employees to carry out the work that is presently done on a regular basis by the employees in the bargaining unit. This article should not be interpreted as a limit on the right of the Employer to subcontract this work; however, if it decides to use a subcontractor to do this work, the Employer agrees to meet with Union to explain the reasons for its decision and to discuss the impact of this decision on the employees in the bargaining unit.

ARTICLE 29 – STRIKE AND LOCKOUT

- 29.01 a) Any strike, slowdown or any other form of work stoppage by the employees or lockout by the Employer is forbidden in all circumstances during the period that this collective agreement is in effect.
- c) The Union agrees not to order, encourage or support any strike, any slowdown or any other form of work stoppage by the employees.

ARTICLE 30 – DURATION OF THE AGREEMENT

- 30.01 All of the provisions of this collective agreement become effective as of the day it is signed, unless another date is expressly provided for herein, and they shall remain effective until March 31, 2012.
- 30.02 The previous paragraph notwithstanding, the working conditions provided for in this agreement continue to apply until its renewal or until the right to strike or lock out is exercised.
- 30.03 The appendices and letters of understanding are an integral part of this agreement.

Signed in Montreal on this _____ 2009.

Société Air France

CAW-Canada and its Local 2002

Appendix A – Wage Structure and Premiums

Service (months)	Scale October 1, 2009	Scale April 1, 2010	Scale April 1, 2011
0 – 6	12.50	12.75	13.01
6 – 12	13.00	13.26	13.53
12 – 18	13.50	13.77	14.05
18 – 24	14.00	14.28	14.57
24 – 30	14.50	14.79	15.09
30 – 36	15.00	15.30	15.61
36 – 42	15.50	15.81	16.13
42 – 48	16.00	16.32	16.65
48 – 54	16.50	16.83	17.17
54 – 60	17.00	17.34	17.69
60 +	17.50	17.85	18.21

PREMIUMS

Baggage agent: \$0.75/hr

PLAFF, RTC, “Envol” Agent: \$1.00/hr

Technical Support Agent: \$1.50/hr

Relief employees: \$0.75/hr

Note 1: The premiums will be paid for shifts completed as scheduled and are not increased at the overtime rate.

Note 2: An agent shall be entitled to only one premium at a time and will receive the premium applicable to the shift actually worked as specified in note #3.

Appendix A - Wage Structure and Premiums

Note 3: Agents who, at the request of the Employer, are assigned to tasks requiring a premium will be granted the premium in question according to the following conditions:

- a) during an 8-hour shift, they spend 3 hours or more performing the relevant tasks.
- b) during a shift of less than 8 hours but more than 4 hours, they perform the tasks for 2 hours.

Note 4: “Off scale” agents shall not be entitled to a salary revision until placed on the regular scale.

Note 5: “Off scale” agents who occupy specialized positions will not receive a responsibility premium unless the total of the hourly rate plus the premium is within the scale.

Upon signing of the collective agreement, each employee working as of April 1, 2009, receives a one-time lump sum of \$200. The employees hired on August 10 receive a one-time lump sum of \$100.

Letter of understanding #1
Progressive retirement and work-time allocation

The company will allow two full-time agents at a time to take advantage of the phased departure program of Travail Québec (department of labour). Thus, during the ongoing establishment of schedules by virtue of Articles 8.05a) and 8.05b), and as long as there are one or two participants in this program, a “flexible” schedule respecting following parameters will be designated by the Employer:

- The program will be available to the first 2 people who request to participate and by order of seniority for the opportunities to follow, as the case may be
- A maximum of 20 to 30 hours per week according to the terms agreed to with each participant
- The participants in this program will be able to exchange and reassign shifts as provided for in Article 8.06 up to a weekly maximum of 32 hours worked
- The participants in this program will be considered only as a last resort for the measures providing for the addition of hours to the regular schedule by virtue of Article 9. However, on a voluntary basis, program participants could make themselves available to work additional hours. In such cases, the provisions of Article 9 and its subsequent amendments shall apply.

In witness whereof the parties signed on this _____ 2009.

Air France Canada

CAW-Canada and its Local 2002

Letter of understanding # 2

Employees not subject to the application of Article 22.02: Pension plan

Article 22.02 of the collective agreement notwithstanding, the following employees continue to participate in the defined contribution pension plan in which they are currently members, according to the same terms and conditions as the other plan members in the employ of Employer, including any changes to the plan:

- Nathalie Bensabath
- Marie-France Ferraris
- Danielle Gagnon
- Anne Juneau
- Lyne Juteau
- Joanne Reed
- Jocelyne Tousignant

The preceding paragraph is intended to provide these employees with the same benefits as the other members of this plan in the employ of Employer, all of this being subject to the right of the Employer to modify or repeal this defined contribution pension plan.

In witness whereof the parties signed on _____ 2009.

Air France Canada

CAW-Canada and its Local 2002

Letter of agreement #3
Technical support agent (Lead)

The main responsibilities of this position include, but are not limited to, assisting the supervisors with the ongoing training of call centre agents, as well as providing technical and commercial assistance to internal and external customers.

To provide for the optimization of quality and productivity, the jobholders use the available computer and communications tools. Any anomalies encountered during the exercise of their duties must be reported to their supervisor and followed up. Their tasks also include, among others, problem-solving for internal and external customers, updating the work tools, approving the exceptions authorized by the Employer and documenting the necessary files.

They do not have the right to directly intervene in disciplinary matters involving other employees.

September 29, 2009

In witness whereof the parties signed on _____ 2009.

Air France Canada

CAW-Canada and its Local 2002
