

COLLECTIVE AGREEMENT



TEAMSTERS LOCAL 927

and



**Customer Service Representatives
New Brunswick (YQM)**

October 11th, 2023 – December 31, 2025

INDEX

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**Article 1
PREAMBLE**

1.01 This Collective Agreement (the “Agreement”) is made and entered into by and between PAL Airlines Ltd, hereinafter known as the “Company”, and the employees in the Customer Service Representatives bargaining unit in the employee of PAL Airlines Ltd, (“Employees”) as represented by Teamsters, Canada, Local 927 hereinafter known as the “Union” or “Local 927” collectively referred to as the “Parties”. In making this Agreement, the Parties recognize the objectives of promoting and maintaining the safety of air transportation, the high quality of customer service, and harmonious labour relations. The Parties recognize that compliance with the terms of this Agreement and the development of a spirit of cooperation are essential for mutual benefit, and in the public interest, and for the intent and purpose of this Agreement.

**Article 2
RECOGNITION CLAUSE**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees in the customer service representative classification located in Moncton, YQM Airport as described in their respective CIRB order.

2.02 There will not be more than one (1) Station Supervisor (“Station Supervisor”) for the bargaining unit. Station Supervisors will not perform bargaining unit work, except in the following circumstances:

- (a) to fill an unplanned vacancy/absence and the Availability List has been exhausted;
- (b) in unforeseen circumstances where an Employee is not available to perform the duties required;
- (c) in special assistance circumstances (such as customers requiring pre-boarding or deplaning assistance) where an Employee is not available to perform the duties required; and/or
- (d) for instruction and/or training.

2.03 Management, except Station Supervisors, will not perform work of this bargaining unit, except:

- (a) in unforeseen circumstances where an Employee is not available to perform the duties required;

- (b) in special assistance circumstances (such as customers requiring pre-boarding or deplaning assistance) where an Employee is not available to perform the duties required; and/or
- (c) for instruction and/or training.

Article 3

DEFINITIONS

3.01 The following terms are defined as follows:

Business Agent – The designated Business Agent(s) of the Union as per 23.04.

Casual – An Employee who is not regularly scheduled any hours but is available to work occasionally on an “on-call” basis.

Company/Employer – PAL Airlines Ltd.

Day - A calendar day.

Employee – A worker who is part of the bargaining unit as per the Recognition clause of this Agreement, includes Full Time, Part Time, Casual, and Temporary.

Full Time – An Employee who is scheduled at least 70 hours a pay period averaged over 3 months.

Lead - An Employee assigned as Lead for a shift shall lead and direct the operations of the shift in which they are assigned as Lead, but shall not have the authority to hire, fire, suspend or discipline. Should a Lead notice something of concern, they will report this to management.

Part Time – An Employee, who is not a Full Time Employee or a Casual Employee, and is regularly scheduled less than 70 hours over a pay period.

Station – the geographic base of the Employee, which is located at YQM Airport.

Station Supervisor – A Supervisor who is not part of the Bargaining Unit

Union – Teamsters, Local 927.

Vacation Entitlement: The amount of time that an Employee is entitled to take off for vacation based on years of service with the Company.

Vacation Accrual: The amount of vacation dollars earned calculated based on the period in which the Employee earned vacation. The Vacation Accrual represents the pay an Employee will receive while off on Vacation Entitlement.

Article 4

MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the Company’s sole and exclusive right, except as otherwise specifically limited by the express provisions of this Agreement, to determine all matters pertaining to the management of the Company, its affairs, business, and the direction of Employees, all of which are fixed exclusively with the Company. The Company will exercise its rights in a reasonable manner.

- 4.02** Management rights do not detract from the right of the Union to file a grievance in the manner outlined in this Agreement.

Article 5

DEDUCTION OF DUES (Membership Fee and Initiation Fee)

- 5.01** The Company shall deduct a Union membership fee bi-weekly from each Employee (including probationary employees) as defined in Article 2 (Recognition Clause) of this Agreement. The Union will advise the Company the amount to be deducted. The amount of membership fee to be deducted shall only be changed in accordance with the Locals constitutional provisions. Thirty (30) days' notice will be provided in advance of any requested change in amount of Union dues to be deducted.
- 5.02** The Company shall also deduct from the wages of each new Employee hired after ratification of this Agreement, an initiation fee, payable on the last pay period of the month following the completion of the Employee's probationary period in accordance with Article 6 (Probation). An Employee on the seniority list prior to the signing of this first Agreement will not be charged an initiation fee.
- 5.03** The Company shall forward said Dues (membership fee and initiation fee) together with a list showing from whom the deductions were made, to the Secretary-Treasurer of the Union, not later than the fifteenth (15th) day of the following month via cheque/EFT.
- 5.04** The Company agrees to notify the Union within fourteen (14) days of beginning work of any new Employees giving the employee's classification, address, and rate of pay.

Article 6

PROBATION

- 6.01** New Employees will be regarded as probationary for the first six (6) months or 750 working hours (whichever comes last) provided the Employee has not been away from active employment for more than 30 Days. Upon the successful completion of the probationary period, the Employee will be added to the seniority list with seniority date being the first date worked. The Company has the right to release Employees before the probationary period ends for any reason.

Article 7

PAY AND LEAD PREMIUMS

- 7.01** The Company may, at its discretion, commence a new Employee at any rate on the applicable wage scale based on their experience. However, no Employee will be paid a rate in excess of the maximum rate or lower than the minimum for the appropriate calendar year in the applicable SCHEDULE A – Wage scale.
- 7.02** Management has full discretion to decide whether or not to appoint a Lead, there is no requirement to do so. If appointed, Leads will be assigned to the most senior Employee on shift who agrees to accept the Lead role and responsibilities for that shift. Employees assigned as Lead shall receive a wage premium identified in Schedule "A" for their entire time being assigned the Lead role. For a temporary

assignment as Lead, the premium will apply to all hours worked as Lead but not less than two (2) hours. A Lead cannot be disciplined for refusing to engage in hiring, firing, suspending or discipline. Should a Lead notice something of concern, they will report this to Management. The duties of Lead are outlined in the Customer Service Manual.

- 7.03** Pay will be by direct deposit on a bi-weekly basis in arrears and will include any overtime or premium pay worked in the pay period. Pay statements will be available to Employees no later than noon on pay day. Pay statements will be inclusive of any overtime, premiums paid, and dues deducted.
- 7.04** Recovery of pay errors (either overpayment or underpayment) will be limited to those errors which occurred during the twelve (12) calendar months period immediately preceding the discovery of the error.
- 7.05** When an overpayment is discovered by the Company, written notification will be given to the Employee of the overpayment at the time of the error being discovered. The notification will include the amount of overpayment and the date that the amount will be deducted. Should the Employee claim that repayment is causing an undue hardship, the Company will review and may reasonably adjust the repayment schedule. In the event the Employee's service with the Company is terminated, all monies due to the Company will be deducted from the final pay cheque.
- 7.06** No unauthorized payroll deductions will be made other than those required by law or those outlined herein and agreed upon between the parties.
- 7.07** Employees will report payroll errors to their immediate supervisor or their designate as soon as they know.
- 7.08** Proven pay errors of one hundred dollars (\$100) or more at the fault of the Company will be paid to the Employee within (48) hours after the error being confirmed by the Company. Confirmed errors of less than one hundred dollars (\$100) or errors which are the fault of the Employee will be paid to the Employee on the next pay period.
- 7.09** It is the responsibility of the Employee to punch in and out each shift at the beginning and end of their shift.
- 7.10** Provided the Employee has actually punched in and/or out for their shift, no Manager or Supervisor is permitted to change an Employee timecard without first discussing it with the Employee concerned. This does not restrict the Company from adjusting the Employees reported hours.

Article 8

HOURS OF WORK, SHIFT SCHEDULES

- 8.01** It is recognized the Company operates a continuous operation (24 hours a day, 7 days a week, 365 days a year). As such the Company is required to schedule employees to meet these demands.

Hours of Work

- 8.02** The Company will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes to airline schedules, airport schedules or other obligatory requirements. The minimum hours of work for a scheduled shift shall be three (3), with a minimum of two (2) Employees to be scheduled before a departing flight.
- 8.03** The Company agrees to follow a balanced work schedule for Full Time Employees, meaning that hours will generally be distributed equally among the Full Time Employees. The Company will use reasonable efforts to schedule Full Time Employees, two (2) consecutive days off in a 7-day period.
- 8.04** It is recognized that occasionally the Company may require Employee(s) to remain beyond the end of their scheduled shift or may be required to arrive prior to their scheduled shift in the event a flight is delayed, or when there is an unplanned workload which cannot be deferred. It is understood that when Employees arrive early or remain beyond their scheduled shift, the balance of the Employee's remaining schedule, daily or weekly will not be changed to circumvent the payment of overtime.
- 8.05** Schedules will be posted at least 7 days in advance. It is understood that schedules may change based on operational requirements, but changes should be kept to a minimum. Any changes to the schedule by the Company will be made in writing at least 24 hours in advance. Nothing in this provision shall prohibit the Company from requesting, and an Employee from agreeing, to alter the start or end time of a shift with less than 7 days (or even less than 24 hours) notice.
- 8.06** Split shifts can only exist if the time between the split is three (3) hours or more. If an Employee is requested to work during the period between a split shift such that the minimum split of three (3) hours is not maintained, the Employee can elect to either stay and work during the split and will receive their regular rate of pay for the entirety of the split period, or the Employee can choose to punch out for the remaining time of the split period (in which case they will not be paid).
- 8.07** Employees who show up for their schedule shift or commence their shift and are subsequently sent home by the Company will be paid for their scheduled shift.

Meal Periods & Rest Period

- 8.08** As per the CLC, Employees are entitled to break of at 30 minutes during every period of 5 consecutive hours of work. These breaks shall, whenever possible, be taken at down time between flights.

Shift Trades

- 8.09** Employees may arrange for another Employee within their classification to work their shift subject to management's approval, however, it is understood and agreed that there shall be no additional costs incurred by the Company because of the said shift trade. The Employee covering the traded shift must be qualified to and capable of performing the work. Requests for shift trades that meet the requirements of this section will not be unduly denied.
- 8.10** Employees will submit their request for a shift trade in writing to their Supervisor for approval a minimum of twenty-four (24) hours in advance. Notwithstanding, the Company has discretion to approve a shift trade which is requested with less than 24 hours notice.

Article 9
OVERTIME AND CALL-IN

- 9.01** A work week is Monday – Sunday. All time worked in any work period, including overtime and call-in, will be considered as work performed on the Day on which the shift or call-in began. Notwithstanding any other provision contained in this Agreement, the Company shall have at all times the right to limit overtime where it is possible to have the work performed at straight time.
- 9.02** Overtime shall not be worked except by direction of management, except in cases of emergency and when prior authority cannot be obtained, and the duties were essential to the continued operation and/or service to the customer.
- 9.03** Additional hour(s), whether overtime or call-in, which is/are not continuous with an existing shift, will be distributed based on the following guiding principles:
1. The Company will maintain an Availability List for each Day in a pay period, for work to be performed in the following pay period.
 2. Hours will be assigned to Employees on the Availability List based on seniority, provided that no overtime is incurred- (for example the Company will use the most senior Employee who can work without incurring overtime). Management may remove an Employee's name from the Availability List for that pay period if the Employee does not answer two (2) calls or refuses work on a Day in which they stated they were available.
 3. The most junior Employee on the Availability List for the Day must accept the work. If there is no Employee available to do the work, article 2.02 and 2.03 applies.
- 9.04** Overtime is paid at one and a half (1 ½) times the regular rate of pay. Overtime will be paid when:
1. an Employee works more than 80 hours in a pay period; or
 2. an Employee works on a Statutory Holiday as defined in this Agreement.

Call-in

- 9.05** If an Employee is called into work on a day they are not scheduled, the employee will be paid a minimum of four (4) hours.

Time Records

- 9.06** Accurate records will be maintained for each Employee which will be made available to the Employee through the electronic database for 12 months.

Article 10
SENIORITY

10.01 All Employees as of date of certification shall maintain their full years of service and original date of hire with the Company. An Employee's seniority date will be the first Day of paid work within the bargaining unit.

New Employees will not be placed on the seniority list until they have completed their probationary period, however, once they have completed their probation their seniority date will be listed as the first paid day worked.

10.02 In cases where two (2) or more Employees have the same seniority date, the sequence of seniority will be determined by random draw witnessed by the affected Employees, the Shop Steward and/or a Union Representative.

10.03 The Seniority List will be prepared, corrected, amended, and published in the following manner:

Not later than March 30 and September 30 each year, the Company will post on the bulletin board, a complete Seniority List for Employees per Station, and provide a copy to the Union Business Agent. The list will show the Employee name and seniority date for that Station.

It will be the responsibility of each Employee to examine the list and make written request for any correction during the twenty-one (21) Days following posting of the seniority list. The request will be forwarded to the Company in accordance with the instructions included on each seniority list with a copy to the Local Union.

10.04 All requests for corrections will be acknowledged and will be actioned after consultation with the Union within thirty (30) Days of receipt. Any corrections will become effective immediately and will be incorporated in the next posted seniority lists. Employees will be afforded all monies, rights and privileges associated with corrected seniority dates provided the error was brought to the attention of the Company within twenty-one (21) Days.

10.05 The Company will lay off and recall based on seniority. Specifically, the Company will apply the principle of "last on - first off" and following a lay-off, recall shall be executed on the principle of "last off - first on".

10.06 An Employee shall immediately forfeit their seniority and be removed from the seniority list for the following reasons:

- (1) the Employee voluntarily resigns;
- (2) the Employee is discharged for cause;
- (3) the Employee is laid off for shortage of work and is not recalled within twelve (12) months; or
- (4) is absent from active employment for any reason for thirty-six (36) months. In this circumstance the employment relationship will end.

10.07 Any Employee accepting a position with the Company outside the bargaining unit shall maintain the seniority for a maximum period of one hundred and eighty-three (183) Days. If the Employee returns to the bargaining unit within the one hundred and eighty-three days, they shall be reinstated without loss of seniority from time they left the bargaining unit and shall bump wherever their seniority permits. After one hundred and eighty-three (183) days outside the bargaining unit, the Employee shall lose all seniority and will be stricken from the seniority list.

Recall

- 10.08** Employees will be notified by the Company when being recalled from layoff by e-mail and phone at the last known personal e-mail address and phone number. It is the Employee's responsibility to advise the Company of any change in e-mail address and phone number.

The notified Employee must advise the Company in writing (such as email) within twenty-four (24) hours after having received the notice if they wish to accept the recall.

Recalled Employees must report for duty within seven (7) Days from the date of recall from the Company, or earlier/later if mutually agreed. In the event the Employee is required to give notice to another Company, that Employee will be granted fourteen (14) Days to report for duty.

Article 11 POSTINGS

- 11.01** Job postings within the bargaining unit will be posted on the Union board for five (5) Days. Job Postings will specify whether the position is Full Time, Part Time or Casual.
- 11.02** Job postings will be awarded by seniority. If there are no internal applicants within five (5) Days, the Company may hire externally.

Article 12 BENEFITS

- 12.01** Group insurance benefits for Full Time Employees will be provided on a 50/50 cost shared. The benefits will include: health care, dental care, long term disability, AD&D, and life insurance.
- 12.02** Group insurance benefits for eligible Part Time Employees will be provided on a 50/50 cost shared. Part Time Employees are eligible to be included in group insurance if they maintain continuous threshold of 30 hours per week averaged over three (3) months. The benefits will include: health care, dental care, long term disability, AD&D, and life insurance.
- 12.03** A booklet showing all the benefits is available to the Employees via ADP.
- 12.04** Group insurance benefits and Retirement benefits for Full Time Employees and eligible Part Time Employees will be in accordance with the applicable plan texts. Contributions for retirement benefits for both groups are based on gross earnings.

Article 13 LEAVE

- 13.01** Maternity, Parental, Adoption, Family Violence, Court/Jury Duty and Bereavement Leave will be in accordance with the Company's policies, as amended from time to time, and legislative requirements.
- 13.02** Full Time Employees and Part Time Employees will be provided with Bereavement Leave in accordance with the Company's policy, of up to 5-7 consecutive Days without loss of pay, starting on the day immediately following the death of an eligible family member (depending on the category of eligible family member). Eligible family members are spouse, common law spouse, child, grandchild,

son-in-law, daughter-in-law, parent, parent-in law, brother, sister, brother-in-law, sister-in-law, grandparents.

13.03 Educational and/or unpaid leave of absence is at the discretion of the Company.

Article 14

MEDICAL LEAVE

14.01 Full Time Employees and Part Time Employees will have Medical Leave with pay, in the amounts defined below, in a calendar year available if an Employee is unable to work due to personal illness or injury, organ or tissue donation, medical appointments during working hours, responsibilities related to the health care of immediate family members (spouse, parent or child) or any other reason prescribed by the *Canada Labour Code*.

Eligibility	Number of Paid Days for Full Time Employees	Number of Paid Days for Part Time/Casual Employees
After 30 days of employment	3 days (24 hours)	3 days (hours as calculated below)
Each subsequent month of employment	1 day (8 hours) (to a maximum of 10)	1 day (hours as calculated below)
	A maximum of 10 Medical Leave days can be earned in any calendar year	A maximum of 10 Medical Leave days can be earned in any calendar year

14.02 Medical Leave carries forward to the next calendar year to a combined (carry over and earned) total of 10 Days per calendar year. Under no circumstances will any Employee have more than 10 Days in any calendar year. Under no circumstances is unused Medical Leave paid out.

14.03 The Company may, in writing and no later than seven (7) days after an Employee's return to work, request that the Employee provide a medical note for Medical Leave with pay for absences that are 5 Days or longer.

14.04 Pay for Part Time/Casual Employees using Medical Leave is calculated on the basis of the average of the daily earnings, excluding overtime, for the previous 20 days worked immediately before the first day of leave.

Article 15

PAL DAYS

15.01 Full-time Employees, Part-Time and Casual Employees will be granted up to 3 floating PAL Days (plus 2 unpaid days) per calendar year after completion of 3 months employment. These PAL Days are awarded based on operational requirements and/or in accordance with the personal leave day criteria

of the *Canada Labour Code*. PAL Days have no cash value and do not carry over year over year. Pay for Full Time Employees is calculated based on 1 day equalling 8 hours. Pay for Part Time or Casual Employees is calculated on the basis of the average of your daily earnings, excluding overtime, for the 20 days worked immediately before the first day of leave.

Article 16

VACATION FOR PART TIME AND CASUAL EMPLOYEES

- 16.01** Part Time Employees will accrue vacation (which will appear on their paystub) in the following amounts. Only actively working Part Time Employees will be credited with Vacation Accrual.
- 4% (up to 3 years of service),
- 6% (between 3 and 10 years of service) or
- 8% (after 10 years of service).
- 16.02** Part Time Employees can request up to 10 days of vacation per year which will be scheduled in accordance with operational requirements. Part Time Employees can request to be paid all or part of their accrual during their vacation. Vacation days do not carry forward from one year to the next. However, any unused vacation accrual will carry forward.
- 16.03** A Part Time Employee whose employment relationship with the Company has ended are entitled to receive any outstanding vacation accrual on the final pay deposit.
- 16.04** Causal Employees are provided with vacation pay of 4% added to each paycheque for the week it is earned.

Article 17

VACATION FOR FULL TIME EMPLOYEES

- 17.01** Vacation entitlement will appear on the Full Time Employee's ADP profile and Vacation Accrual will appear on their paystub.

Vacation

- 17.02** For the purpose of calculating and recording vacation, the vacation year shall be the period from January 1st to December 31st.
- 17.03** Full Time Employees shall be entitled to the following Vacation Entitlement, based upon their Length of Service, as of each January 1st. Only actively working Full Time Employees will be credited with Vacation Accrual.

Length of Service	Vacation Entitlement	Vacation Accrual
Less than a year	.83 days per month of employment	4% of gross earnings
After 1 year up to and including 3 years	10 days	4% of gross earnings

After 3 years up to and including 10 years	15 days	6% of gross earnings
After 10 years	20 days	8% of gross earnings

- 17.04** It is recognized that restrictions on the number of Employees allowed to take vacation at the same time may be necessary. Such restrictions will not be unreasonable.
- 17.05** Vacation dates, once confirmed, will not be changed by either the Company or the Employee except in emergencies or when there is agreement between the Company and the Employee. An agreement between the Company and an Employee to change vacation dates cannot affect the vacation of another Employee.

Selection

- 17.06** Vacation dates will be allocated in order of seniority by each location. Vacation will normally be taken in increments of at least one (1) week, unless otherwise agreed by the Company.
- 17.07** The Company will post a bulletin listing the Full Time Employees in order of seniority by December 31st of each calendar year. Employees will submit their preferred vacation dates through the electronic ADP system on or before January 31st for the current vacation year. An Employee may not revise their bid once submitted. The Company will advise of vacations approvals no later than March 1st of the vacation year. For proposed vacation dates between January 1st and March 31st, the Employees must submit their vacation requests via email directly to their Supervisor (with cc to the Regional Stations Manager) by December 1st of the prior year.
- 17.08** An Employee who fails to select their vacation dates by the deadline will be allowed a choice of available dates after all other employee(s) vacations are allocated. Such Employee will select vacation dates from these available dates and in the event, they fail to select, they will be allocated vacation dates by the Company from those that are available.

End of Employment

- 17.09** Employees whose employment relationship with the Company has ended are entitled to receive any outstanding Vacation Accrual on the Employee's final pay deposit.

Article 18

STATUTORY HOLIDAYS

- 18.01** There will be eleven (11) Statutory Holidays. Statutory Holidays will be observed, and holiday pay will be paid, on the calendar day on which it falls. If there is no work performed on the Statutory Holiday, the pay for Full Time Employees will be calculated based on 1 day equalling 8 hours. Pay for Part Time Employees is calculated based on the average of the daily earnings, excluding overtime, for the 20 days worked immediately before the Statutory Holiday. If work is performed on these days, it will be paid at the rate of time and one half in addition to being paid for the Statutory Holiday. To qualify for the paid holiday an employee must work the last scheduled shift before/and after the Statutory Holiday. PAL

agrees to recognize any additional Statutory Holidays created by the Federal Government before the end of this agreement.

New Year's Day

Family Day

Good Friday

Victoria Day

Canada Day (Memorial Day)

Labour Day

National Day for Truth and Reconciliation

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

Article 19

DISCIPLINE AND DISCHARGE

- 19.01** When an Employee is to be disciplined and/or discharged for cause, the Employee will be notified of the right to be accompanied by the Shop Steward, or a member of the Union executive. The Employee may, in writing, waive their right to Union representation or by informing the Steward directly.
- 19.02** Any discipline or discharge shall be given in writing within fourteen (14) Days from when the SVP of Human Resources (or designate) should have reasonably become aware of the infraction. If the matter is being investigated by a third party, this time limit does not commence until the investigation is complete.
- 19.03** Material of a negative or unfavourable nature (except counselling letters), not related to safety of operations, will be removed from an Employee's file after eighteen (18) months - and will no longer be used for progressive discipline, or be deemed admissible as evidence in any disciplinary proceedings, provided there has not been any further negative or unfavourable nature material added to their Personnel file.
- 19.04** Company will provide a copy of all discipline letters to the Business Agent or Local upon issuance of the discipline in a timely manner.

Article 20

GRIEVANCE PROCEDURE

- 20.01** The Company and Union agree to the following grievance procedure:

Step 1 – Verbal Step - The aggrieved employee(s) shall, together with the Shop Steward, within ten (10) calendar days after becoming aware of the occurrence leading to the grievance, meet with the respective supervisor to attempt resolve the issue. The Company will respond to the Steward with the result of Step 1 in writing within 3 days.

Step 2 – Written Step – Union Grievance If there is no resolve at Step 1 and the Union considers the grievance to be justified, the employee concerned together with their Shop Steward, may within fourteen (14) Days of the occurrence leading to the grievance, submit their grievance in writing to the SVP Human Resources (or their designate). The SVP Human Resources (or designate) will attempt to resolve the matter together with the Union and the Employee concerned at the grievance meeting. The SVP Human Resources (or designate) shall provide a response to the Union within fourteen (14) Days after receipt of the written grievance.

Step 2 – Written Step – Company Grievance The Company may, within fourteen (14) Days of the occurrence leading to the grievance, submit their grievance in writing to the Union. The SVP Human Resources (or designate) will attempt to resolve the matter together with the Union at a grievance meeting. The Union shall provide a response to the Company within fourteen (14) Days after receipt of the written grievance.

Step 3 Within thirty days of the Company or Union response for Step 2, the Union or Company may refer the dispute to arbitration.

* Policy Grievances and Disciplinary grievances can be started at Step 2

20.02 All time limits within this Section 20.02 may be extended by mutual agreement with the Company and Business Agent in writing prior to expiry of the time limit. If there is a criminal investigation and the police are involved, the extension can be granted until its conclusion.

20.03 All Grievances and responses to Grievances must be in writing and shall be delivered via email as follows:

To the Company:
SVP of Human Resources or designate

To the Union:
Business Agent or designate

20.04 All Grievances shall include the following:

The name(s) of the grievor(s);

The nature of the grievance;

A summary of the facts giving rise to the grievance;

The section(s) in this Agreement that are alleged to have been violated; and,

The remedy sought; and

The date it is submitted.

20.05 Arbitration shall be by way of a single arbitrator, chosen by mutual agreement. The party requesting arbitration shall do so in writing, naming their choice of arbitrator. If the parties fail to agree upon an arbitrator within ten (10) working days after either party has served notice on the other party, the Minister of Labour will be requested to appoint an arbitrator.

- 20.06** No matter may be referred to arbitration which has not been properly carried through all steps of the grievance procedure, except as otherwise provided herein.
- 20.07** Each of the parties hereto will equally share the expense of the arbitrator unless there is mutual agreement to divide the expenses differently.
- 20.08** If the parties settle a grievance, the parties shall exchange written communication confirming settlement. All settlements for all grievances at all levels, verbal, written or arbitration, shall require a memorandum of settlement.

Article 21
WORK CLOTHING

21.01 Uniform allotment for full time will be as follows:

- Blazer – 1 per year
- Vest – 1 per year
- Pants/skirt – 4 total per year (i.e. 2 pants and 2 skirts)
- Blouses – 6 per 6 months
- Sweater (optional) – 1 per year
- Dress (optional) – 1 per year
- Raglan – 1 every 3 years
- Name tag – 2 total
- Winter coat – 1 every 3 years
- Shoes - \$150.00 allowance per year (reimbursed on submission)
- Boots - \$200.00 allowance every 2nd year (reimbursed on submission)
- Scarves – 2 per year – 1 winter and 1 uniform scarf
- Hearing Protection

21.02 Uniform allotment for part time or casual (30 hours or less) will be as follows:

- Blazer – 1 per year
- Vest – 1 per year
- Pants/skirt – 2 total per year (i.e. 1 pant and 1 skirt)
- Blouses – 3 per 6 months
- Sweater (optional) – 1 per year

- Dress (optional) – 1 per year
- Raglan – 1 every 3 years
- Name Tag – 2 total
- Winter coat – 1 every 3 years
- Shoes - \$150.00 allowance per year (reimbursed on submission)
- Boots - \$200.00 allowance every 2nd year (reimbursed on submission)
- Scarves – 2 per year – 1 winter and 1 uniform scarf
- Hearing Protection

21.03 Returning Uniforms

Work clothing is the property of the Company. Upon resignation and/or termination and/or loss of seniority, the Employee must return all uniform items except those to be considered undergarments (shirts, blouses) or footwear.

ARTICLES 22.01 to 33.01

GENERAL PROVISIONS

22.01 Union / Management Meetings

It is recognized that meetings between the Company and the Union are essential to the maintenance of good relations between employee and employer and the establishment of mutual confidence and trust, to promote better communication, mutual respect and understanding, to discuss ways and means of improving working conditions, methods, operating efficiency, maintenance of good morale and to provide for advance discussion of changes affecting the work or working conditions of employees. Such Union/Management meetings, however, will not be considered as being in lieu of the grievance procedure.

23.01 Shop Stewards

The Union will advise the Company in writing of the names of its elected or appointed shop stewards. A Shop Steward concerned will be granted Company paid time to attend discipline/discharge meetings, grievance meetings and/or any meeting requested by management.

The Company will grant an unpaid leave of absence not to exceed three (3) Days for one Shop Steward to attend training. The Union will provide the Company fourteen (14) days advance notice in writing.

23.02 Shop Stewards shall be allowed access to their cellphones while performing Shop Steward duties inside all PAL facilities.

- 23.03** The Union will inform the Company in writing of the name and contact information of the Business Agents and Shop Steward(s) and of any subsequent change. The Company shall not be asked to recognize any Business Agents or Shop Steward until such notification from the Union has been received.
- 23.04** The Company will notify the Business Agent or an Officer of the Local Union, should a Shop Steward require representation in accordance with Article 19.01
- 23.05** For the purpose of processing specific grievances, the Business Agent or Shop Stewards shall have access to relevant pay records and other specific relevant information or documentation.
- 23.06** The Company agrees to allow the Business Agent or the available union designated Shop Steward the opportunity to address all newly hired unionized Employees during their orientation. The purpose of this time is to introduce themselves and provide them with information regarding the Teamsters and their Collective Agreement. This meeting will not exceed fifteen (15) minutes.

24.01 Strike – Lock Out

It is agreed that for the duration of the Agreement there shall be no strike, no lock-out, no work slow down, and no total or partial stoppage of work.

25.01 Human Rights

There shall be no discrimination based on any prohibited ground set out in the *Canadian Human Rights Act*, nor for membership in the Union and the participation in various legal functions and activities related thereto.

26.01 Code of Conduct

Employees will be subject to the Company's Code of Conduct, a copy of which will be available on ADP. Any changes to the Code of Conduct will be effective thirty (30) days after posting in ADP.

27.01 Letters of Understanding

Any Letter of Understanding negotiated between the SVP Human Resources or their designate and the Union will be deemed to form part of this Agreement as if it had been incorporated herein. Each Letter of Understanding will be identified by a heading and a number and must be signed by representatives of both parties.

28.01 Bulletin Boards

The Company will provide bulletin boards for the use of the Union at appropriate locations upon which the Union will have the right to post notices relating to matters of interest to the Union and the

employees. Such notices shall bear the signature of a Union Officer or Representative and a copy will be provided to the VP Human Resources or designate.

29.01 Health and Safety

The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety. One Employee will be permitted to sit on the Company's Occupational Safety Committee as per the Committee's terms of reference. The Company will endeavour to have representation across all stations (but not necessarily from every bargaining unit).

30.01 Security

All Employees will be required, as a condition of employment, to have a RAIC security pass. Failure to successfully obtain, and/or maintain, a current in good standing RAIC (or other mandated security clearance) will result in immediate dismissal.

30.02 In the event the loss of a RAIC of an existing Employee, and this loss is appealed by the Employee, PAL will make reasonable efforts to find work available within the scope of the limited access, provided the employee is qualified to perform such work, until the appeal process is upheld or overturned. If the appeal process is overturned, the employee may return to regular duties.

31.01 Severance

Severance will be in accordance with the Canada Labour Code.

32.01 Duration

This Collective Agreement shall be in effect upon the date of ratification and continue in full force until it expires at midnight on December 31, 2025, subject to the Letters of Understanding (LOU) as agreed to by the Company and the Union from time to time. This Agreement shall renew itself without change each succeeding year until written Notice to Bargain is served by either party within ninety (90) Days prior to the expiry date. In the event that Notice to Bargain is given within the timeline, this Agreement shall remain in full force and effect while negotiations are being carried on for the renewal of this Agreement until such time as the parties are in a strike or lockout position as prescribed by the *Canada Labour Code*.

33.01 Copies of Agreement

As soon as practical, the Union will prepare a final draft of this Agreement and will arrange for its printing.

34.01 Work Term Students

Notwithstanding the above, work term students hired for periods of less than 3 consecutive months will not be covered by this Agreement.

It is understood and agreed by the Company that the engagement of work term students shall have no negative effect on bargaining unit work schedules or violate any other term of this agreement.

Schedule A – Pay Scale

Level	Date of Ratification	January 1, 2024	January 1, 2025
1	17.00	17.26	17.52
2	17.76	18.03	18.30
3	18.52	18.80	19.08
4	19.29	19.57	19.87
5	20.05	20.35	20.65
6	20.55	20.86	21.17
7	21.06	21.38	21.70
8	21.57	21.89	22.22
9	22.08	22.41	22.74
10	22.58	22.92	23.27
11	23.09	23.44	23.79
12	23.60	23.95	24.31
13	24.23	24.71	25.20

Lead – an additional **\$1.00** per hour

LETTERS OF AGREEMENT

LOU #1 Work Schedule

It is understood and agreed by the Company, that when developing work schedules, where possible and operationally practical, Full Time Employees' hours shall be optimized before utilizing part time or casual employees.

LOU #2 Company Travel Pass

Company Travel Employee Passes shall continue to be offered as per current Company policy.

LOU #3 Employees with Banked Family Care / Personal Leave as of December 31, 2023

Notwithstanding Article 14 (Medical Leave), Employees who have banked Family Care / Personal Leave as of December 31, 2023 will be able to carry over balance in a separate bank (this will be a separate line item in ADP) which they can access should their current Medical Leave balance become exhausted.

LOU #4 Contracting Out

For the duration of the existing Collective Agreement, except in unforeseen circumstance, the Company agrees not to subcontract the work of this bargaining unit if that subcontracting would result in the lay-off or reduction of hours of an existing Employee.

LOU #5 Company Policies

The Company will ensure all Company policies are on ADP. Any Employee can provide any policy to the Union at any time.

COLLECTIVE AGREEMENT

BETWEEN

Teamsters local 927

AND

Pal Airlines Ltd

This agreement was ratified by Customer Service Representatives at PAL Airlines Ltd by popular vote on and will be entered into on the 11th day of October, 2023 (“Effective Date”), between PAL Airlines Ltd, having for the purposes of this agreement, its principal place of business at the YQM Airport, and Teamsters Local 927.

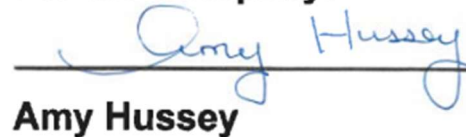
IN WHITNESS WHEREOF, the Parties hereto have executed this Collective Agreement as of the Effective Date first above written.

For the Union:



Kevin Conway

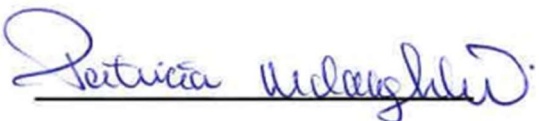
For the Company:



Amy Hussey



Robert Beairsto



Patricia McLaughlin