



# TEAMSTERS CANADA

**Collective Agreement  
Between**

**Canada Council of Teamsters  
And its Locals 419 and 1999**

(hereinafter referred to as the Union)

**And**

**Handlex Inc.**

(hereinafter referred to as the Company)

**Expiry August 1, 2006**

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**ARTICLE 1 - PURPOSE**

- 1.01 This agreement has been entered into between Handlex Inc., hereinafter referred to as the "Company" and the Canada Council of Teamsters hereinafter referred to as the "Union".
- 1.02 The purpose of this Agreement is to provide for the operation of the Company's services, in the mutual interest of the Company, its employees and customers, according to the methods that will contribute toward the safety of air transportation, the efficiency and economy of operations as well as toward maintaining reasonable working conditions.  
  
It is recognized by this Agreement to be the duty of the Company and the employees to cooperate fully, both individually and collectively, for the advancement of this purpose.
- 1.03 The term "employee" and "employees" as used in this Agreement shall mean an employee or employees covered by this Agreement. Where masculine pronouns are used, they should be construed to mean male and female employees.
- 1.04 The English and French language versions of this Collective Agreement are both official. In the event the two versions of the Agreement are at variance, the version thereof that corresponds to the language in which it was negotiated shall prevail.
- 1.05 A vacant position is defined as being any available position for a period of more than thirty (30) days within the bargaining unit.
- 1.06 A permanent employee is an employee who has completed his probationary period.

**ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.0s The Union recognizes that the management, direction and administration of the Company's business, enterprise and employees are vested solely in the Company.
- 2.02 The Union recognizes the right of the Company to hire, lay-off, discipline, discharge for cause, promote, demote, transfer, any employee to manage its business in all respects and to direct its working force subject to the terms of this Agreement, and to make and alter from time to time Rules and Regulations which are just and fair.
- 2.03 The Company agrees that it will establish consistent standards to be met.
- 2.04 The Company agrees that it will exercise its management rights fairly and equitably.
- 2.05 It is understood that none of the foregoing shall detract from the right of the employee to lodge a grievance in the manner and to the extent herein provided.

**ARTICLE 3 - UNION RECOGNITION**

3.01 The Company recognizes the Union as the sole bargaining agent for all employees of Handlex Inc. assigned to work on the ramp at the Montreal International Airports (Mirabel and Dorval) and Pearson International Airport, and working as station attendants and mechanics in accordance with the certification issued by the Canada Industrial Relations Board under the provisions of the Canada Labour Code, unless directed otherwise by the Canada Industrial Relations Board from time to time

3.02 No employee covered by this agreement shall be interfered with, restrained, coerced or discriminated against by the Company because of membership in or lawful activity on behalf of the Union.

3.03 Employees are entitled to work in an environment free of discrimination and harassment. Harassment is prohibited under the Canadian Human Rights Act and sexual harassment is prohibited under the Canada Labour Code. Discrimination and harassment deprive employees of dignity and respect, and are detrimental to a healthy work environment.

3.04 When new work is required for which there is no suitable classification established by this agreement, the Company shall notify the Union in writing to this effect and shall negotiate an appropriate classification and rate with the Union. It shall be open to the Union to allege in writing that there is new work and the Company shall discuss the matter with the Union. Where the matter is not disposed of between the Company and the Union, it may be referred to arbitration by either party pursuant to Article 21.

During any time that the matter remains in dispute, the Company will continue to assign the work in question and the employee to whom it is assigned shall be continued at the regular rate he held immediately prior to such new or allegedly new work assigned. Any change of rate resulting from the final disposition of the matter shall be effective on the date the Company notified the Union in writing of new work or on the date the Union alleged in writing that new work had been introduced.

3.05 Except during unforeseen or emergency situations, persons not covered by this agreement shall not perform work normally performed by members of the bargaining unit while seniority bargaining unit employees who are qualified to perform such work are laid-off, nor to deprive them of overtime which would normally be assigned to them.

For the purpose of this Article, an "emergency" is defined as a situation that requires immediate action.

3.06 No work will be contracted out which is normally performed by members of the bargaining unit who are laid-off or which would reduce the working force.

3.07 The Company agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and conditions of this Collective Agreement.”

3.08 In the event a decision is made that has a major impact on the bargaining unit employees or its Union, the Company agrees to negotiate with the Union.

**ARTICLE 4 - UNION SECURITY**

4.01 All employees who are presently employed by the Company must, as a condition of employment, become and/or maintain their Union membership in good standing. For the purposes of this Agreement, the sole definition of membership in good standing means that they must pay in accordance with the provisions of this Agreement, the regularly prescribed initiation fee, regular monthly Union dues, and periodic assessments uniformly required of all members in the bargaining unit.

4.02 New employees shall make application for Union membership on cards supplied by the Union prior to the completion of their probationary period and the Company will forward their Membership Application cards to the Union following their probationary period.

4.03 The Company agrees to deduct Union initiation fees and bi-weekly dues as specified in the Union Constitution from each eligible employee and remit the monies so deducted, together with a list showing from whom and in what amounts deductions were made, to the applicable Secretary-Treasurer of the Union on or before the twentieth (20th) day of the following month in which the monies are deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues, and such notification shall be the Company’s authority to make the deductions specified.

4.04 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union, update the Union’s pre-billing statement showing the following information from whose pay deductions have been made:

- (a) All monthly dues for members to be submitted with current address, postal code and Social Insurance Number.
- (b) Twelve (12) checkoffs per year (calendar month).
- (c) Monthly:
  - New members to be listed in alphabetical order with current address, postal code, Social Insurance Number and date of hire.
  - Terminations or resignations to be clearly identified with current address, postal code, Social Insurance Number and date of termination or resignation.

- Addresses to be updated as well as name changes i.e. marriage.

4.05 The Company will list the annual regular Union dues paid by each employee on his Income Tax T-4 Statement and/or T4-P.

**ARTICLE 5 – UNION REPRESENTATION**

5.01 The Company recognizes the Union Stewards duly identified by the Union.

5.02 The Union shall elect or appoint the above mentioned stewards and shall send the Company written notification of the names of these stewards. Moreover, the Union shall inform the Company of any subsequent changes including any stewards added or withdrawn.

5.03 The Union recognizes that Union Stewards, as defined in the present Collective Agreement, and all employees, have regular work to perform for the Company and that they may not leave their respective jobs except with permission from their Supervisor, such permission not to be unreasonably withheld.

5.04 An employee who wishes to leave his job under article 5.03 will make a request to his Supervisor who will authorize it based on the Company's operating policies and schedules. This permission shall not be unreasonably denied.

5.05 The Company agrees to provide a bulletin board with locking glass doors, with the keys provided to the Union Stewards, for the exclusive use of the Union. The Union shall have the right of posting Union notices of direct interest to the employees at all locations at which Union members are employed, in line with the Canada Labour Code. The Union undertakes to supervise the material posted on the bulletin board so that offensive matters will not be posted and will provide the Company with a copy of all notices before posting. In addition, employees will not be allowed to wear clothes or accessories of a political nature on work premises unless he has obtained prior authorization from the manager of the Company or his authorized representative.

5.06 The Company shall liberate up to a maximum of nine (9) Union Stewards (six appointed by YYZ and three appointed by MTL) for negotiations for the renewal of this collective agreement. The Company shall pay for all regular hours spent at negotiations.

5.07 The Company will liberate six (6) stewards for the quarterly meetings of labour relations with the Company. An equal number of stewards will come from each base, as per Article 5. Meetings shall alternate between Montreal and Toronto.

5.08 Provided that the Company can reasonably do without the services of the employee concerned during the leave of absence, the Company grants a leave of absence for Union business to three (3) stewards at a time by station. The demand must be made to the Company at least two (2) weeks before the leave. The leave cannot be requested for

a week-end day. The total of these unpaid leaves must not exceed twenty (20) days per calendar year per base. The Company will pay the salary of the employee and the Union will reimburse these monies as well as all associated costs to the Company. This time will not be considered as time worked for the purpose of calculating overtime.

5.09 An employee who accepts full-time employment within the Union, as representative of the employees covered by this Agreement, shall be granted a leave of absence by the Company for a period not exceeding four (4) years. The Union will advise the name of such employee, the term of the leave of absence being requested, and the specific purpose for the leave.

An employee on leave of absence for this purpose shall continue to accrue seniority and company service.

There can be only two (2) employees at a time on such leave of absence, one (1) per base.

The Company will consider extending the leave if the employee is re-elected.

5.10 For the Dorval and Mirabel stations, there will be one (1) Union Director at each station in addition to Union Stewards at each station and, furthermore, the Directors will be given preferential seniority in the event of lay-offs.

**ARTICLE 6 - SENIORITY**

6.01 Seniority shall be as defined in Article 6.02 hereof and shall be recognized on a bargaining unit wide basis, except as herein otherwise specifically stated.

6.02 (a) Notwithstanding anything in this Agreement, an employee shall be on probation for a period of four hundred and eighty (480) worked hours from the date of hiring by the Company. During the probationary period, the Company may terminate a probationary employee's employment for any single or combination of reasons(s), which is determined as being sufficient cause within the purpose and context of the probationary period, and may be subject to the grievance procedure. After completing the probationary period, the employee's seniority will begin from the date he was hired.

(b) The probationary period is defined as the initial four hundred and eighty (480) worked hours of employment of a new employee, which provides for on-the-job training, adaptation and the performance of the responsibilities established within any job classification. It provides the employee with a practical work experience and exposure to the Company, its operations, and the job responsibilities to which the employee is assigned. It also provides the Company with sufficient time to determine the employee's overall suitability and compatibility to perform the work for which he was employed.

For clarification purposes, any hours worked while on modified/light duties are not included in the probationary period.

- (c) Classification seniority is accrued in each of the classifications listed in Article 15, per station. The Company will update each classification seniority list and post it on the bulletin board monthly. Copies of these lists shall be forwarded to the appropriate local Union. An employee can carry his classification seniority from one classification to another, except for the Lead and Lav/Technical Assistant classifications.

Classification seniority is used for shift bidding, vacations, overtime, lay-offs and recalls.

- (d) Upon successful completion of the probationary period, the employee accrues seniority beginning from the most recent date of hire. The company will update the seniority list, which contains the seniority of all employees for all stations, every three (3) months and post it on the bulletin board of each station. Copies of the seniority list shall be forwarded to all the local Unions involved.

Seniority is used for postings, promotions and transfers.

6.03

When an employee is transferred or promoted to a position outside the bargaining unit, he shall retain his seniority and continue to accumulate seniority for a period not to exceed ninety (90) calendar days from the date of such transfer for promotion. After such ninety (90) calendar day period, the employee shall not have any seniority under this agreement. An employee shall only be entitled to this opportunity once over the life of this Collective Agreement.

The company will not promote an employee to a position outside the bargaining unit for a period less than two (2) weeks.

The company shall provide in writing to the Union, the dates of the assignments worked by the above employees. Relief supervisors shall not impose disciplinary action.

6.04

Notwithstanding Article 6.03, seniority will be maintained and accumulated except as provided for in the follows:

- (a) If the employee voluntary quits the employment of the Company;
- (b) If the employee is discharged for cause;
- (c) If the employee is laid off and not recalled to work for a period of twenty-four (24) months;
- (d) If the laid-off employee is recalled to work and fails to report to work within five (5) days of said notice;
- (e) If the employee fails to return to work on the date of expiry of a leave of absence;

(f) If the employee is absent from work without authorization for three (3) consecutive days without prior authorization except in circumstances outside the employee's control;

6.05 If a reduction of the work force is necessary for a prolonged period, the Company will post a notice to allow senior employees the opportunity to apply for a voluntary lay-off prior to invoking Article 6.06

6.06 In the event of lay-off, seniority will determine the employees to be retained, skill and ability being sufficient. Employees being displaced due to lay-off or job elimination will exercise their seniority by bumping in order of seniority within his station. Only an employee bumped from his classification shall be eligible to exercise his seniority in accordance with the above. If there are no full-time positions available at his station, the employee may:

1. bump a junior full-time employee at another station within the bargaining unit, or
2. accept a part-time position at his station and hold recall rights, or
3. accept lay-off and hold recall rights, or
4. elect termination of seniority with the Company with **no** right of recall. In such case, the employee shall receive the applicable severance pay as provided for under the Canada Labour Code.

6.07 (a) Employees who have not forfeited their seniority rights as provided in Article 6.04 shall be recalled in order of seniority, skill and ability being sufficient, within his station.

The intent is for an employee who was laid off and was able to hold a position in a lower position or another classification, to be recalled to their previous position/classification if there is an opening, before any other employee is allowed to be promoted, transferred or be hired from the street.

(b) It is the employee's responsibility to promptly communicate any change of address in writing to the Company.

(c) Should a laid-off full-time employee wish to return to part-time status, prior to a full-time recall, after seven (7) days written notice to the Company, he/she will be allowed to return only if the Company declares a vacancy.

6.08 In the event that two (2) or more employees have the same seniority date, their rank shall be established in the following manner.

- the employee who has previously worked for the Company will be considered the most senior;



- at the Toronto base the last three numbers of their social insurance numbers, in reverse order, will be compared, the smaller number establishing the most senior employee.
- At the Montreal base a random draw shall be held to determine seniority ranking in the presence of a Union Steward.

6.09 Every three (3) months (April, July, October, January), the Company shall post a notice at each station whereby employees who wish to transfer to another station, will be advised to submit their request in writing. The names of the employees that respond to this posting, will be kept on a waiting list until such time as a full-time position becomes available at the station of their preference to a maximum of one (1) year. All costs of relocating shall be borne by the employee.

6.10 Any employee who has his Provincial Drivers Permit revoked through a court of law shall immediately notify the Company of such loss, whereby the employee will be accommodated if possible, or suspended from employment for a maximum period of twelve (12) months, without accruing seniority.

**ARTICLE 7 - HOURS OF WORK**

7.01 The parties agree that the hours of work are established according to the operational requirements and that no employee shall be called to work when there are no operations of the ramp side.

The number of full-time employees and the number of hours of work shall be guaranteed as follows:

Toronto Base

From April 1 to October 15	50 F/T at 40 hrs
From October 16 to December 15	25 F/T at 38 hrs
From December 16 – March 31	30 F/T at 38 hrs

Montreal Base

From May 1 to October 15	40 F/T at 40 hrs
From October 16 to December 15	5 F/T at 38 hrs
From December 16 to April 30	10 F/T at 38 hrs

Note: At the Montreal base the number of full-time employees mentioned above exclude employees working in the garage/maintenance department.  
In the event of fluctuation in the Company's commercial activities, the Company may have to adjust the above accordingly.

In the event that an employee receives less than twelve (12) hours advance notice of shift cancellation, he shall be entitled to receive payment of 50% of the hours scheduled to work.

7.02 The employees will bid the hours of work of the blocks posted by the Company, in line with their seniority within their classification. These choices will be in line with their full or part-time status corresponding with the full or part-time shifts as posted.

7.03 The employee who reports to work at the Company's request will receive four (4) hours of salary, at his regular hourly rate, even if he does not work subsequently.

7.04 (a) An employee who is scheduled to work eight (8) hours in a day shall be scheduled to take a paid thirty-minute (30) meal break starting from the end of the third (3<sup>rd</sup>) hour and before the end of the fifth (5<sup>th</sup>) hour of the shift. In addition, employees shall be granted one (1) fifteen (15) minute paid rest break in each half of their scheduled shift.

(b) An employee who is scheduled to work six (6) to eight (8) consecutive hours in a day shall be granted one (1) fifteen (15) minute paid rest break in each half of their scheduled shift or one (1) thirty(30) minutes break.

(c) Employees who are scheduled to work four (4) to six (6) consecutive hours will be entitled to one (1) fifteen (15) minute paid rest break.

(d) An employee who is scheduled to work ten (10) consecutive hours in a day shall be scheduled to take a thirty (30) minute paid meal break starting from the end of the fourth (4<sup>th</sup>) hour and before the end of the sixth (6<sup>th</sup>) hour of the shift. In addition employees shall be granted one fifteen (15) minute paid rest break in each half of their scheduled shift and one (1) fifteen (15) minute break at the end of eight (8) hours of work.

7.05 (a) The Company, in conjunction with a Shift Scheduling Committee, appointed by the General Chairperson at each station, will arrange shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline schedules. The Company shall accept alternate schedules presented by the Committee provided it meets the Company's requirements and does not incur addition costs. The Committee will operate on Company time.

(b) All work schedules will contain a period of not less than eight (8) consecutive hours off duty between the last shift worked that day and the commencement of the next day's shift.

7.07 (a) Full-time and part-time employees will bid or select their shift schedule according to seniority and status.

- (b) Schedule bids:
  - (i) Employees will be given seventy-two (72) hours but not less than forty-eight (48) hours to submit their bid.
  - (ii) Final schedule will be given to employees at least seventy-two (72) hours prior to the start of the new schedule.

7.08 Subject only to operational requirements, the Company and the Shift Scheduling Committee will make every effort to provide two (2) consecutive days off, avoid split shifts as well as scheduling shifts with less than twenty (20) hours per week.

7.09 Shift bids will normally be for a minimum four (4) week period. However, due to contractual requirements, shift bids will be permitted for up to a six (6) month period. It is understood that this will not restrict the ability to change or modify shifts due to operational requirements.

7.10 If an employee is unable to receive a minimum rest period of eight (8) hours due to a draft situation, the employee may choose:

- (a) to report for their next shift as scheduled and receive overtime for the hours of insufficient rest, or
- (b) not to report for duty until the eight (8) hours have elapsed and the employee shall suffer no loss of pay.

7.11 Employees working at a station will not be required to work at another station, due to additional workloads, unless mutually agreed to. Assignments will be canvassed in order of seniority starting with the most senior person in the classification.

7.12 An employee shall be allowed to have his shift worked by another employee provided he has obtained prior authorization from his supervisor.

Except under exceptional circumstances, demands for position changes must be submitted in writing to the supervisor and approved by him at least 24 hours before the actual shift, and shall bear the signatures of the employees and the supervisor.

These exchanges shall be authorized only if the employees involved can perform the tasks of the employees they replace.

The Company reserves the right to withdraw this ability temporarily or permanently from any employee who does not respect the established procedures or who abuses the system

Partial shift exchanges will be permitted provided that no shift is split into more than two (2) parts, that is no more than two (2) employees may cover a single shift. There will be no restrictions as to how the shift is split, but will be up to the employee to decide how many hours they will be trading.

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Additional hours available (e.g. employees on vacation) will be offered in seniority order to qualified employees who have signed up to work additional hours. The Company will authorize the above-mentioned additional hours and notify the employee seventy-two (72) hours in advance. After this time period, no employee can bump another employee. Any additional hours shall not result or cause overtime. If these shifts still cannot be filled then the Company can assign in reverse order of seniority to employees who are qualified and not scheduled to work. Under no circumstances shall the employee's regular hours and any additional hours that he/she may have selected exceed forty (40) hours per week.

**ARTICLES - OVERTIME**

8.01 The parties agree that overtime is undesirable and that the Company shall attempt to minimize hours performed in overtime and will, in accordance, maintain a sufficient number of employees to accomplish the work.

8.02 In the event that the Company requires overtime to be worked as a result of an emergency, the employee shall perform this work as instructed, without violating any Canadian statutes, up to a maximum of four (4) hours and the hours worked shall be paid at one and one half times (1.5 X) the hourly rate.

8.03 The Company will provide a list for all employees to indicate their overtime availability, on a monthly basis.

8.04 No overtime shall be worked except by direction of the proper supervisory personnel of the Company, except in cases of emergency and when prior authority cannot be obtained and the duties were essential to continued operation and/or service to the customer.

8.05 Subject to the note below, all authorized work performed after ten (10) hours of work in one day, as well as all authorized work performed beyond forty (40) hours per week, shall be considered as overtime. Overtime worked this way will be paid at time and one half (1.5 X) the hourly rate.

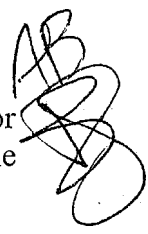
All overtime according to this provision will be distributed as equitably as possible and verified as such every six (6) months.

Note:

(a) Consecutive hours worked through the midnight hour will continue to count towards the ten-hour rule for overtime premium  
i.e. 12:00 noon to 20:00 hrs = 8 hrs straight time  
23:00 hrs to 04:00 hrs = 2 hrs straight time + 3 hrs overtime

(b) Consecutive hours already attracting overtime premium and worked through the midnight hour will continue to accrue overtime premium  
i.e. 12:00 noon to 20:00 hrs = 8 hrs straight time  
22:00 hrs to 04:00 hrs = 2 hrs straight time + 5 hrs overtime

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(c) Consecutive hours worked through the midnight hour that are not eligible for overtime premium will be held in "the bank" for total hours worked in the current calendar day.

i.e. 12:00 noon to 18:00 hrs = 6 hrs straight time  
22:00 hrs to 02:00 hrs = 4 hrs straight time (2 hrs of which will count in the "bank" for the current calendar day)

8.06 It is recognized that employees can be required to remain beyond the termination of their shift in the event a flight would otherwise be delayed or cancelled. Additionally, employees will be required to remain beyond the termination of their shift for flights which become delayed for arrival or departure into periods when no other employee is scheduled to work or when there is an unplanned workload which cannot be deferred.

8.07 Overtime shall be distributed among the employees qualified to perform the work necessitating overtime as equitably as practicably and according to the following order for those employees who have not reached the limits indicated in article 8.08.

Toronto Base

- (1) Senior full-time employee on shift within classification;
- (2) Senior part-time employee on shift within classification;
- (3) Senior full time employee on shift outside the classification;
- (4) Senior part-time employee on shift outside the classification.

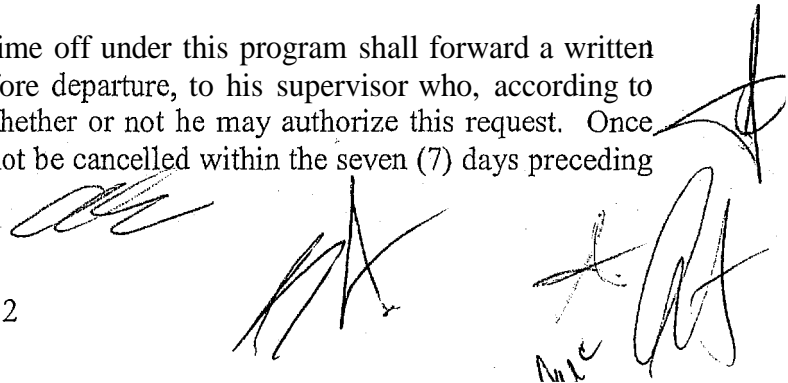
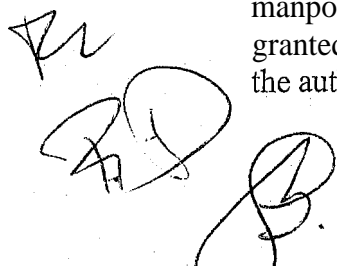
Montreal Base

- (1) Senior full-time employee on shift within classification
- (2) Senior part-time employee on shift within classification
- (3) Senior full time employee off duty
- (4) Senior part-time employee off duty

8.08 Employees shall be compensated for all authorized overtime hours worked at one and one half times (1.5 X) their regular hourly rate. Overtime is defined, for the purpose of this article, as hours worked in excess of ten (10) hours per day or in excess of forty (40) hours per week. This overtime will be distributed in an equitable fashion in consideration of the seniority.

8.09 Time Bank

An employee who wishes to take time off under this program shall forward a written request, at least seven (7) days before departure, to his supervisor who, according to manpower requirement, shall see whether or not he may authorize this request. Once granted, these days of vacation cannot be cancelled within the seven (7) days preceding the authorized vacation period.



- 8.10 Employees shall have the ability to utilize a time bank for the purpose of recording time credits and their subsequent use.
- 8.11 The maximum hours in the time bank shall not exceed eighty (80) hours at any given time.
- 8.12 Accrued time may be withdrawn from the time bank in the form of time off in accordance with the desires of the employee and consistent with the requirements of the Company.

**ARTICLE 9 - JOB POSTING**

- 9.01 All new vacant positions covered by the bargaining unit or within a classification shall be posted for a period of seven (7) days on Company notice boards. This period shall at least include a week end. The relevant employment conditions shall be posted along with the position,
- 9.02 Notwithstanding Article 6.09 any employee who considers himself qualified for the posted position shall present his application within these days. They must pass any exams or job knowledge requirements set up by the Company for the Classification posted.
- 9.03 The employees shall have preference over all vacant positions in their classification posted within the bargaining unit. The vacant position shall be filled by order of qualification to exercise the duties required. In the event that two candidates show equivalent qualifications, the employee with the most seniority in the bargaining unit shall obtain the position.
- 9.04 An employee within the bargaining unit who is awarded a new posted position, shall serve a probationary period of ninety (90) cumulative days, whereby the Company will assess his competency and if necessary will be able to demote the employee to their previous classification or position after having submitted in writing all the reasons, for returning the employee to his previous classification or position, with a copy given to the Union steward.  
  
An employee electing to demote himself into his previous position within the ninety (90) day period will be allowed to return at the next shift bid.
- 9.05 A qualified employee who will be absent for any reason other than leave of absence and suspension, can notify the Company in writing of his intent to be eligible for a new posted position to be considered in his absence.
- 9.06 The parties agree that vacant positions may be filled temporarily until the posting procedure to fill these vacancies is completed. No claim shall be submitted for the period during which the position was filled temporarily.

- 9.07 An employee covered by this agreement may be called for a temporary assignment outside his regular working place. The employee shall return to his regular work place as soon as possible at the expiry of the temporary assignment. It is agreed that these assignments are done on a voluntary basis.
- 9.08 Any temporary positions within a classification due to vacations, sickness, work accidents or leaves of absence, posted by the Company, will be offered to qualified employees in order of seniority.
- 9.09 In the event that the Company opens up a baggage handling service in another airport, it shall advise the Union as soon as possible

**ARTICLE 10- STATUTORY HOLIDAYS**

- 10.01 The following days are statutory holidays:  
New Year's Day  
Good Friday  
Victoria Day (Dollard Day)  
Remembrance Day  
Dominion Day  
Civic Holiday (Ontario only)  
St. Jean Baptiste Day (Quebec only)  
Labour Day  
Thanksgiving Day  
Christmas Day  
Boxing Day
- 10.02 An employee who is scheduled to work a statutory holiday shall receive one and one half times (1.5 X) his regular rate for the hours worked in addition to the said statutory holiday (One twentieth {1/20} of gross wages in the preceding thirty (30) days).
- An employee may, however, request that the above compensation (One twentieth {1/20} of gross wages in the preceding thirty {30} days) be paid with his vacation entitlement. Such request shall be made according to a procedure to be developed by the Company in conjunction with the Union.
- 10.03 In the event that an employee's regular scheduled day off falls on one of the above-listed statutory holidays, he shall receive one twentieth {1/20} of gross wages in the preceding thirty (30) days.

**ARTICLE 11- VACATION**

- 11.01 The Company will grant all employees to whom this Agreement is applicable a vacation period. Choice of vacation periods will be based on seniority, provided it does not conflict with the Company's need to maintain an efficient work force.

- 11.02 The basis for payment of vacation pay and length of vacation will be as follows:

Length of Service  
at May 1

Vacation Entitlement

Less than one (1) year

One (1) day's vacation with pay for each full calendar month of employment up to a maximum of ten (10) days with vacation pay of four percent (4%) of earnings in the previous calendar year

One (1) year but less than five (5) years

Two (2) weeks

Five (5) years but less than ten (10) years

Three (3) weeks

Ten (10) years or more

Four (4) weeks

11.03 Vacation pay shall be two percent (2%) of the employee's earnings during the previous calendar year for each week of any vacation entitlement of two (2) weeks or more.

11.04 Any employee who was prevented from taking his vacation during the vacation year due to illness or accident and who will not return to work by the end of the vacation year shall, upon his giving the Company thirty (30) days' notice if possible, receive his vacation pay not later than April 30th. Vacation pay shall be on a separate cheque.

11.05 Notwithstanding clause 11.04 an employee leaving on vacation will receive his vacation pay on a separate cheque, together with his last regular pay before his vacation commences.

11.06 An employee who draws benefits from Workplace Safety and Insurance Board/CSST shall, for the purpose of calculating vacation pay, be considered as having worked a standard work week of gross rate for each week of such benefit period until the end of the vacation year, providing he has worked in that calendar year.

Clarity Note: For the purpose of this clause "standard work week" shall mean the average gross earnings for each full week of work over the last twelve (12) months, divided by fifty-two (52). In the event an employee has been employed for less than twelve (12) months, the weekly average shall be based on the average gross earnings for the total months of employment divided by the number of ~~weeks~~ weeks worked. In any event, incomplete weeks, or weeks that an employee did not work, shall be excluded from the calculation .i.e. Previous 12 months earnings is \$25,000 divided by 52 equals \$480.77. Therefore the standard work week for this clause would be equal to \$480.77.

11.07 Earnings for the purpose of this Article shall include vacation pay paid out during the previous vacation year.



11.08 Vacations due in any year must be taken in the vacation year and, based upon their seniority, employees shall have the right to take one (1) week or all weeks of their vacation at one time, within the vacation year.

11.09 All submissions for vacation shall be made in writing on forms supplied by the Company before April 1<sup>st</sup> for the following vacation year. These applications will be processed and approved subject to seniority provisions and posted by April 15<sup>th</sup>. These approvals cannot be changed without the consent of the affected employees.

Submissions received after April 15<sup>th</sup> must be made in writing at least two (2) months in advance of vacation and approvals will be posted one (1) month in advance of vacation, subject to operational requirements. No seniority rights shall apply after April 15<sup>th</sup> in choosing of vacation time.

11.10 In the event of a conflict arising between two (2) or more employees as to when they take their vacation, the most senior employee shall have the preference.

11.11 An employee who leaves the employment of the Company for any reason prior to April 30th shall receive vacation credits earned as per this Article.

11.12 Twice per year, at the employees request, total vacation entitlement shall be cleared on a separate check issued after the first pay period subsequent to the year vacation is earned.


**ARTICLE 12 - LEAVE OF ABSENCE**

12.01 A leave of absence without pay up to a maximum of six (6) months in any one year may be granted to an employee for any reason acceptable to the company. Such request shall be considered based on the Company's operating policies and schedules, the employee's seniority and the merit of the application itself.

12.02 An employee who fails to return to work on or before the date of expiry of the authorized leave of absence without pay, shall be considered to have resigned from the service of the Company, unless the employee has a bona fide reason.

12.03 The seniority will continue to accrue by an employee during such leave of absence.

12.04 Upon return from a leave of absence without pay, an employee shall have the right to reinstate a position equivalent to the one he occupied at the time he left. If there has been a reduction of manpower during the absence of the employee, he shall exercise his bumping rights upon his return.

*Rz* 12.05 The employee who works for another company during this period shall see his employment terminated and will lose his seniority unless he has obtained prior authorization from the Union representative and the manager of the Company. This 

article will not apply to an employee who has a second job prior to the start of his/her leave of absence.

12.06 During a leave of absence without pay, the employee must reimburse to the Company an amount equivalent to his portion of group insurance payment, which he normally pays with postdated cheques. The company shall maintain its participation upon reception of these cheques.

**ARTICLE 13 - MATERNITY AND PARENTAL LEAVES**

13.01 Maternity Leave

The employee who has completed six (6) consecutive months of continuous employment with the Company shall be granted a leave of absence without pay of up to seventeen (17) weeks which leave may begin not earlier than eleven (11) weeks prior to the estimated date of delivery and end not later than seventeen (17) weeks following the actual date of delivery provided that she supplies a certificate from a qualified medical practitioner certifying that she is pregnant.

13.02 Parental Leave

An employee who has completed six (6) consecutive months of continuous employment with the company is entitled to and shall be granted a leave of absence without pay from employment as follows:

- (a) Subject to Article 13.03 where an employee has or will have the actual care and custody of a newborn child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks in the fifty-two (52) week period beginning on the day on which the child is born or the day on which the child comes into the employee's care and
- (b) Subject to Article 13.03 where an employee commences legal proceedings under the laws of a province to adopt a child or obtains an order under the laws of a province for the adoption of a child, the employee is entitled to and shall be granted a leave of absence from employment of up to twenty-four (24) weeks in the fifty-two (52) week period beginning on the day on which the child comes into the employee's care.

13.03 The aggregate amount of leaves of absence from employment that may be taken by two employees under this section in respect of the birth or adoption of any one child shall not exceed twenty-four (24) weeks.

13.04 The employee who intends to take a leave of absence from employment under Articles 13.01 and 13.02 shall:

- (a) give at least four (4) weeks notice in writing to the employer unless there is a valid reason why that notice cannot be given, and

(b) inform the Company in writing of the duration of leave intended to be taken.

13.05 The employee who intends to take or who is on a leave of absence from employment shall give at least four (4) weeks notice in writing to the employer of any change in the duration of leave intended to be taken.

13.06 The employee who takes or is required to take a leave of absence from employment is entitled to be reinstated in the position that the employee occupied when the leave of absence from employment commenced.

13.07 Where for any valid reason an employer cannot reinstate an employee in the position referred to above, the employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

13.08 Where an employee takes leave under this Division, and during the period of that leave, the wages and benefits of the group of employees of which that employee is a member are changed as part of a plan to reorganize the industrial establishment in which that group is employed, that employee is entitled, on being reinstated in employment under this section, to receive the wages and benefits in respect of that employment that the employee would have been entitled to receive had that employee been working when the reorganization took place.

13.09 Where an employee takes a maternity and/or parental leave, his seniority will still accumulate. The employee must reimburse the Company, by postdated cheques, the equivalent amount of his participation to the collective insurance programs for which he normally is paying subscription. The employer shall maintain its participation upon reception of said cheques.

13.10 Leave for Birth or Adoption

A seniority employee may be absent from work for one (1) day upon the birth of a child or the adoption of a child or upon the loss of the pregnancy after the twentieth week of pregnancy.

The employee must advise the employer of the absence as soon as possible.

Notwithstanding the above an employee who adopts the child of his or her comm.-law partner may take one (1) day of leave without pay.

13.11 Leave for Marriage

A seniority employee may take a leave of absence for two (2) days without pay, on the day of his or her marriage or his or her civil ceremony, and either the day before or the day after said date, according to the wishes of the employee, as long as he or she gives at least one (1) week's notice to the Company.

13.12 Employees that have completed their probationary period shall receive two and one half (2.5) hours of sick leave for each complete month in the calendar year that the probation was successfully completed.

i.e. Start Date: February 15, 2004  
Completed Probation  
Successfully April 4, 2004

Amount of sick leave: March 2.5; April 2.5; May 2.5; June 2.5; July 2.5; Aug. 2.5; Sept. 2.5; Oct. 2.5; Nov. 2.5; Dec. 2.5 = Ten (10) months at 2.5 hours = 25.0 hours

Effective April 5, 2004 the employee is entitled to 25.0 hours to December 31, 2004

- i) Payment for such sick leave days are at one hundred (100%) per cent of the employee's gross hourly rate.
- ii) Employees shall receive payment for any unused sick leave days at the rate of one hundred (100%) per cent of the employee's gross hourly rate, to be paid in the second pay period in January each year.

**ARTICLE 14 - BEREAVEMENT LEAVE**

14.01 In the event of the death of a member of his immediate family, an employee shall be entitled to be absent for five (5) days following the death including the days off already planned, without loss of pay.

14.02 For the purpose of this Article, the expression "immediate family" shall mean the spouse (legal or common-law), the father, the mother, the children, a brother, a sister, the father-in-law, the mother-in-law, grandchildren, the grandparents of both employee and spouse as well as any parent or relative permanently residing with the employee or where the employee permanently resides.

The company may require proof of the circumstances from the employee.

14.03 During this absence, the employee shall be paid for the hours he was scheduled to work in the five (5) days following the death, at the employee's gross hourly rate.

14.04 The Company may authorize an employee to be absent without pay for additional days for a funeral taking place outside the province, if so requested and the company shall not unreasonably deny this request.

14.05 Under special circumstances, the Company may authorize an employee to be absent without pay for a scheduled day occurring on the day of a close friend/loved one's funeral service.

**ARTICLE 15 - CLASSIFICATIONS AND RATES OF PAY**

- 15.01 The classifications and rates of pay are as set out in the tables in Appendix "A" 1 - 3 which form a part of this Collective Agreement.
- 15.02 Qualified tow crew employees who perform tows will receive a premium of \$10.00 per short tow (non-Nav Can assisted not crossing runway or taxiways) or \$20.00 per long tow (Nav Can assisted crossing taxiways and/or runways).
- 15.03 Mechanics and Licensed Mechanics will receive a yearly tool allowance of \$300.00
- 15.04 An employee required to perform the tasks of an employee of a higher position than his for at least one (1) complete hour in fractions of 15 minute increments of work, shall be paid the premium of this higher position.
- 15.05 An employee required to perform the tasks of an employee of a lower position than his for a temporary period, shall be paid according to the salary of his regular position.
- 15.06 Employees expected to travel away from the airport located where they work at the request of the Company, will be paid expenses as follows: mileage will be \$0.30 per kilometer for using their vehicle (for the purpose of article 7.11, the mileage will be based on the distance between the two (2) stations), meal allowance if working through a meal period or if assignment is more than 24 hours the allowance will be \$60.00 daily, and parking and hotel cost if any will be reimbursed completely.

Employees who are forced to work in another station, between Dorval and Mirabel, will be paid \$0.30 per kilometer only for the distance between the two (2) stations.

**ARTICLE 16 - UNIFORMS**

- 16.01 Uniforms will be supplied as needed, as soon as available, and no later than the probationary period. Once supplied, the uniform must be worn accordingly.
- 16.02 The total cost of the uniform required by Company regulations shall be entirely paid by the company.
- 16.03 A price list shall be made available for the Union upon request.
- 16.04 In the event of termination of employment of an employee with less than one (1) year of service, all items and accessories of his uniform shall be cleaned and returned to the Company.
- 16.05 In the event of termination of employment of an employee with more than one (1) year of service, all items of his uniform bearing the Company name shall be returned to the Company

- 16.06 An employee who does not return his uniform shall pay the missing items at their residual value.
- 16.07 The uniform shall consist of:

Full-time (9 months and +)	Part-time
<b>Once (1) Per Year</b>	<b>Once (1) Per Year</b>
<b>4 pants</b>	<b>2 pants</b>
<b>3 shirts (short sleeves) and/or polos</b>	<b>5 shirts and/or polos</b>
<b>3 shirts (long sleeves)</b>	<b>1 belt</b>
<b>2 Bermuda shorts</b>	<b>2 Bermuda shorts</b>
<b>1 belt</b>	<b>1 raincoat</b>
<b>1 raincoat</b>	<b>1 baseball hat</b>
<b>1 baseball hat</b>	<b>1 toque</b>
<b>1 toque</b>	
Once (1) every Two (2) Years	Once (1) every Two (2) Years
<b>1 winter coat or 1 bomber jacket</b>	<b>1 winter coat or 1 bomber jacket</b>
<b>1 wind breaker</b>	<b>1 wind breaker</b>

Damaged clothing will be replaced immediately at no cost to the employee. Clothing will be available at the base the employee is working.

- 16.07 An employee can trade one (1) pair of pants and one (1) shirt against one (1) summer coverall.
- 16.08 An amount of one hundred dollars (\$100) per year shall be given towards the purchase of safety boots for the employee upon presentation of receipts and proof of purchase. The year will be based on their seniority date.
- 16.09 Work gloves will be supplied to employees in all stations upon request. The Company will provide summer, winter and waterproof gloves, according to the season for each employee.

Company will clean uniforms for employees working in the mechanic category through a laundry service to be provided at no cost to employees.

Company will clean, at no cost to employees, those uniforms that are soiled as a result of an aircraft fluid spill.

**ARTICLE 17 - HEALTH AND SAFETY**

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

17.02

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

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

Return to Work Policy

It is the policy of the Company to make available to an employee who has suffered a workplace injury, work that is within their capabilities until such time as they are able to resume full-pre-accident duties. The Company will make every reasonable effort to provide accommodation on the regular job, comparable job or suitable employment to ensure compliance with the Canadian Human Rights code, the Worker's Compensation Act, and other related legislation.

Program Principles:

- (a) To enhance and facilitate an employee's rehabilitation and return to normal duties.
- (b) Each department will make every reasonable effort in accommodating an employee unable to perform their regular duties as a result of a workplace injury.
- (c) When the "home" department is unable to provide a suitable work assignment, an attempt will be made to place the employee in another department.
- (d) Union and management agree to promote the Return to Work Program to all employees.

Employee responsibilities:

- (a) Report promptly all work related injuries and complaints to immediate supervisor.
- (b) Actively participate in obtaining appropriate first-aid and medical attention.
- (c) Provide physician with documentation from Company (Treatment memorandum, modified work form).
- (d) Advise the treating physician of the availability of modified work and the return to work program.
- (e) Return the physician's report to the program manager or designate as soon as possible after each medical appointment. (Same day or start of next shift).
- (f) Actively participate in an appropriate recovery plan.
- (g) Ensure that all activities such as medical appointments and physiotherapy are arranged so they do not conflict with the return to work schedule.

17.03 According to section 128 of the Canada Labour code, the mechanics may defer the work to perform if they have reasonable cause to believe that a condition exists that constitutes a danger to them.

17.04 Committee

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

17.05 The Health and Safety Committee:

- (a) shall receive, consider and expeditiously dispose of complaints relating to the safety and health of the employees represented by the committee;
- (b) shall maintain records pertaining to the disposition of complaints relating to the safety and health of the employees represented by the committee;
- (c) shall cooperate with any occupational health service established by the work place;
- (d) may establish and promote safety and health programs for the education of the employees represented by the committee;
- (e) shall participate in all inquiries and investigations pertaining to occupational safety and health including such consultations as may be necessary with persons who are professional or technically qualified to advise the committee on those matters;
- (f) may develop, establish and maintain programs, measures and procedures for the protection or improvement of the safety and health of employees;
- (g) shall regularly monitor programs, measures and procedures related to the safety and health of employees;
- (h) shall ensure that adequate records are kept on work accidents, injuries and health hazards and shall regularly monitor data relating to those accidents, injuries and hazards;
- (i) shall cooperate with safety officers;
- (j) may request from the employer such information as the committee considers necessary to identify existing or potential hazard with respect to materials, processes or equipment in the work place;
- (k) shall have full access to all government and employer reports relating to the safety and health of the employees represented by the committee but shall not have access to the medical records of any person except with the consent of that person.

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



17.07 The safety and health Committee shall keep accurate records of all matters that come before it pursuant to Article 17.05 and shall keep minutes of its meetings and shall make those minutes and records available to a safety officer on the officer's request.

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

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

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

17.11 Subject to any regulations made pursuant to previous articles, the safety and health committee may establish its own rules of procedure in respect of the terms of office, not exceeding two years, of its members, the time, place and frequency of regular meetings of the committee, and such procedures for its operation as it considers advisable.

17.12 A copy of the accident-enquiry report will be remitted to the employee involved in the accident, should he ask for such.

17.13 All employees will receive a minimum of two (2) hours of Health and safety training as part of their initial training. The contents will be discussed with the Health and Safety Committee and a member of the Health and Safety Committee, appointed by the Union, will assist in this training.

17.14 All employees must wear safety boots while on shift.

17.15 The Health and Safety Committee will discuss the opportunity to provide back support belts and knee pads at no cost to employees who request it.

17.16 The Health and Safety Committee shall discuss the number of employees required to perform the tasks required by the flights being handled.

17.17 The Company shall provide all Health & Safety Representatives with safety vests identifying the as Health and Safety Representatives.

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**ARTICLE 18- BENEFIT PLAN**

**18.01 Benefit and Insurance Plan**

The Company agrees to maintain the level of, and the ratio of Company/employee contribution to the various benefit and insurance plans including Life, Accidental Death & Dismemberment, short & Long Term Disability, Extended health & Dental, except as may be mutually agreed to between the Company and the Union. The Company further agrees to provide a summary of benefit and insurance plans to all employees and the Union.

To be eligible, an employee must have completed 4 months of employment and have worked a minimum of 320 hours for 8 complete pay periods during the 4 months preceding one of the following periods of reference:

- (March, April, May, June) Benefits covered for August, Sept., Oct., Nov.
- (July, August, September, October) Benefits covered for Dec., Jan., Feb., Mar.
- (Nov., Dec., January, February) Benefits covered for Apr., May, June, July

Benefit coverage shall be continuous provided an employee meets the requirements mentioned above.

**Premium Split**

- If the employee has chosen the core option coverage, the insurance premium is **100% employer paid for the employee.** For the employee's dependant it is **50% employer paid;**
- If the employee has chose the coverage option 1 or 2 the insurance premium is **100% employer paid.**

**18.02 Retirement Savings Plan**

It is agreed that the Company shall annually contribute up to a maximum of three hundred and twenty-five dollars (\$325.00) towards the purchase of a retirement pension for any employee who invests the same amount for the same purpose for July 2004. In July 2005 the amount will increase to Four hundred dollars (\$400.00).

**18.03** The company agrees to supply a parking space to employees working at the airports where Handlex maintains Teamster personnel and shall pay the cost entirely.

**18.04 Flight Benefits**

Blue Pass (Interline) flight benefits of the Company Handlex shall reflect the same benefits as to the employees of the Company Air Transat with the exception of interline travel with other carriers. All employees that have completed their probationary period shall receive a copy of the Blue Pass booklet.

**ARTICLE 19 - EMPLOYEE FILE**

- 19.01 Written instructions regarding a transfer, promotion, demotion, disciplinary measure, leave of absence without pay and/or vacations, shall be placed in the employee file with a copy given to the Shop Steward and a copy sent to the applicable Union Office.
- 19.02 The employee who so desires shall have access to his employee file of the company. The access shall be done on Company approved time, in the presence of the supervisor of the employee within seventy-two (72) hours following the request. The Union, with written permission of the employee, may have access to the file as well.
- 19.03 The employee who so desires shall obtain a copy of his employee file or part thereof.
- 19.04 Any action or decision in respect of any employee shall not be based on any item in his personnel record, which has been on file for more than (twelve) 12 months.

**ARTICLE 20 - GRIEVANCE PROCEDURE**

- 20.01 The Company and the Union agree that it is the purpose of the grievance procedure to amicably and fairly settle any complaints and disagreements concerning the employees, the Union, and the company, without, so far as possible, resort to arbitration. The parties further agree that the settlement of any grievance shall not conflict with the provisions of the Agreement, and that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 20.02 It is the mutual desire of the parties that complaints of employees shall be adjusted as quickly as possible, and it is agreed that an employee has no grievance until he has first given the company the opportunity to adjust his complaint.
- 20.03 Any grievance arising over the administration, interpretation or alleged violation of this Agreement shall be submitted in writing, in triplicate on forms supplied by the Union and signed by the grievor or grievors. Such grievance must be submitted within thirty (30) calendar days from the occurrence of the incident giving rise to the grievance. There shall be an earnest effort on the part of both parties to settle such grievance promptly through the following steps:

20.04 STEP ONE

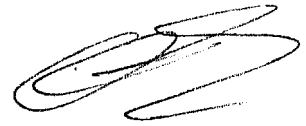
By a conference between the aggrieved employee and his Supervisor; the employee shall be accompanied by his Steward. The employee's Supervisor shall give his decision in writing within five (5) working days.

20.05 STEP TWO


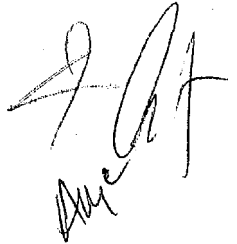
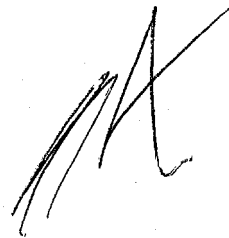
Within five (5) working days after the decision of Step One has been or should have been given, the employee shall present the written grievance to the Manager, or a person or persons designated by him to handle such matters at Step Two. The Manager or his designate shall schedule a meeting to be held within ten (10) working days from the time when such grievance was presented to him, or his designate.



At the Step Two meeting, the employee shall be accompanied by his Steward, and the Manager, or his designate, may be accompanied by officials of the Company. The business Representative of the Union shall be present at the meeting. The Manager, or his designate, shall give a decision in writing on behalf of the Company within five (5) working days immediately following the date of such meeting.



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20.06 General Provisions

A Union policy grievance or a group grievance which is defined as an alleged violation of this Agreement concerning the Union as such or all or a substantial number of employees in the bargaining unit in regard to which an individual employee could not grieve may be lodged by an authorized representative of the Union in writing with the Company at Step 2 of the grievance procedure at any time within fifteen (15) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

20.07 Grievance Between Company and Union

Any grievance which arises directly between the Company and the Union concerning the interpretation, application, administration or alleged violation of the provisions of the Agreement may be submitted by either of the parties to the other. Notice of the grievance shall be in writing within ten (10) working days of the occurrence of the matter giving rise to the grievance. The Manager, or his designate, shall schedule a meeting between the parties to be held within ten (10) working days after notice has been given by either of the parties to the other. The decision of the party being grieved against shall be given in writing within ten (10) working days following the date of such meeting. If no settlement is reached, the grievance may be referred to arbitration in accordance with the provisions of Article 7 of the Agreement.

20.08 The Company shall, from time to time, notify the Union in writing of the names of the Company representatives and designated alternates appointed for purposes of the grievance procedure.

20.09 Each step to be taken under the grievance procedure and any reference to arbitration shall be taken with the time limits set forth in Article 20 or Article 21.

20.10 Extension of Time Limits

Any and all time limits set forth in Article 20 for the taking of action by either party or by an employee may be extended at any time by mutual agreement of the parties, which shall be confirmed in writing.

20.11 Discharge or Suspension Notice

If the Company suspends or discharges an employee, it shall notify both the employee concerned and the Steward, in writing, within two (2) working days, giving the reasons for such discharge or suspension.

20.12 Discharges and Suspensions

If an employee who has acquired seniority believes that he has been discharged or suspended without just cause, the grievance shall be presented at Step Two within five (5) working days after notice has been given to the employee and the Steward, If a suspension is grieved, the Company may elect not to put the suspension into effect until the grievance is settled, abandoned, or determined by reference to arbitration.

20.13 If the employee is discharged, such discharge will take effect immediately upon the employee receiving notice thereof, except the employee shall have the right to a ten (10) minute interview with his Steward, then he will immediately leave the premises.

20.14 Stewards' Representation

A Steward shall be present at any disciplinary meeting regarding verbals, written warnings, suspensions and discharges.

20.15 Where disciplinary action is considered necessary, the employee will be advised in writing within thirty (30) days of the knowledge of the event. If the time limit is exceeded, the Company will not take any action against the employee regarding the incident, in the future.

Such letters when issued will be progressive in nature and will represent various levels of severity depending upon the offence and/or the employee's previous disciplinary record. The practice of the issuance of a verbal reprimand under certain circumstances will not be affected by this procedure.

20.16 In cases involving a discipline, local management prior to issuing the discipline, may review the matter with the Shop Steward in an effort to assure that all information and opinions are available.

**ARTICLE 21- ARBITRATION**

21.01 Failing settlement under Step 2 of any grievance between the parties arising from the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be taken to Arbitration as hereinafter provided. If no written request for Arbitration is received within a thirty (30) day period of time after the decision in Step 2 is given, the grievance shall be deemed to have been abandoned without prejudice.

21.02 The written notice referred to in Article 21.01 shall contain the names of three (3) proposed arbitrators. The recipient of such notice shall agree to one (1) of the above-mentioned arbitrators or propose the names of three (3) difference arbitrators in the written reply thereto. If the parties fail to agree upon an arbitrator, the arbitrator shall be appointed by the Minister in accordance with the Federal Labour Relations Act.

- 21.03 The arbitrator appointed shall agree with the parties on a date for the arbitration and shall hear and determine the matter and shall issue a decision which shall be final and binding upon the parties and upon any employee affected by it.
- 21.04 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 21.05 The parties will each pay one-half of the remuneration and expenses of the arbitrator selected by the parties or appointed by the Minister.
- 21.06 Any and all time limits fixed by Article 21 for the taking of action by either party may be extended at any time by mutual agreement of the parties, which shall be confined in writing.
- 21.07 No matter may be submitted to Arbitration which has not been properly carried through the prescribed steps for the grievance procedure.
- 21.08 The arbitration hearing should commence no later than 30 days after the date of the written request for arbitration. The arbitrator shall be selected jointly by the parties or assigned as provided under the Canada Labour Code.

The company and the union agree that grievances may be selected to be heard in an expedited format by mutual agreement. In the event there is no agreement the grievance will proceed through the normal course of arbitration described above.

In the expedited format the parties themselves (managers for the company and stewards for the union) will present their own cases before the arbitrator. The parties will not be permitted to cite legal cases in argument. Decisions in the expedited process will be final and binding but non-precedent setting.

**ARTICLE 22 - NO WORK INTERRUPTIONS**

- 22.01 In view of the organized procedure for settling grievances, no employee shall go on strike, the Union shall not declare or authorize a strike by any of its members and the Company agrees not to declare or order a lock-out against any employee until the requirements dictated by the Canada Labour Code have been met. Furthermore, the parties agree to refrain from any pressure tactics through the duration of this agreement.
- 22.02 For the purpose of this article, the terms "strike" and "lock-out" have the same meaning as those used by the Canada Labour code.
- 22.03 It is agreed that neither the Union nor the employees shall interrupt work due to a dispute or a disagreement between individuals, companies, Union or associations that have not signed this agreement, as long as the Company takes the necessary steps to ensure the safety of its employees at all times during such conflicts.

**ARTICLE 23 - DURATION**

- 23.01 All clauses and provisions of this agreement shall be subject to present or future legislation. However, if a clause in this agreement should be nullified by a present or future legislation, such invalidation shall not invalidate other clauses of this agreement and they shall remain in full force.
- 23.02 This collective agreement shall become effective and continue from the date of signature until August 1, 2006.
- 23.03 This Agreement shall remain binding from year to year thereafter, unless notification in writing to amend, modify or change the Agreement is served by either of the parties hereto on the other; such notification to be served within three (3) months of expiry of the expiry date of this agreement. In the event that notice is given of intended amendments, modifications or changes, this agreement shall remain in force and effect while negotiations are being carried out for the arrangement of a new agreement.

**ARTICLE 24 - REORGANIZATION OF THE COMPANY**

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

**ARTICLE 25 - PAY CHEQUES**

- 25.01 In the event of an error in pay of fifty (\$50.00) dollars or more, at the employee's expense and caused by the Company, the Company agrees to correct this error in the four (4) calendar days following the reception of the written notice of error in the payroll department. Any other error will be corrected on the following pay of the employee.
- 25.02 Should an overpayment be made on an employee's pay cheque, the Company will take back this money on the following pay of the employee. It is the responsibility of the employee to identify any error in salary to the Company

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APPENDIX "A" - 1

CLASSIFICATIONS AND RATES OF PAY

TORONTO BASE					
	Hours Required	Station Attendant	Leadhand	Lavatory	Pre-de-icing
		Aug. 1, 2004	Aug. 1, 2004	Aug. 1, 2004	Aug. 1, 2004
0-12		\$10.00	\$12.00	\$11.00	\$11.00
12-24	960 hours	\$10.25	\$12.25	\$11.25	\$11.25
24-30	1920 hours	\$10.50	\$12.50	\$11.50	\$11.50
30-36	2400 hours	\$11.25	\$12.75	\$11.75	\$11.75
36-42	3360 hours	\$12.00	\$13.60	\$12.60	\$12.60
42-48	3840 hours	\$12.75	\$14.45	\$13.45	\$13.45
48-54	4320 hours	\$13.50	\$15.30	\$14.30	\$14.30
54-60	4800 hours	\$14.25	\$16.15	\$15.15	\$15.15
60 +	5280 hours	\$15.00	\$17.00	\$16.00	\$16.00

Note:

- 1) Lump sum of \$75,000.00 to be equally distributed between all employees currently employed (YYZ/YMX/YUL) with 3 or more months of service at date of signature
- 2) For those YYZ employees employed at the date of signature and at the first increment (\$10.00) an increase to \$10.15 will apply

**APPENDIX "A" - 2**

MONTREAL BASE									
Hours Required	Service Months	Station Attendant		Lead Hand		Lavatory		Technical Assistant	
		Aug. 1, 2004	Aug. 1, 2005	Aug. 1, 2004	Aug. 1, 2005	Aug. 1, 2004	Aug. 1, 2005	Aug. 1, 2004	Aug. 1, 2005
	0-12	\$9.50	\$10.00	\$10.85	\$12.00	\$10.50	11.00	\$10.85	\$12.00
960	12-24	\$10.00	\$10.25	\$11.35	\$12.25	\$11.00	11.25	\$11.35	\$12.25
1620	24-30	\$10.20	\$10.50	\$11.60	\$12.50	\$11.20	11.50	\$11.60	\$12.50
2400	30-36	\$10.65	\$11.25	\$12.10	\$12.75	\$11.20	11.75	\$12.10	\$12.75
3360	36-42	\$11.30	\$12.00	\$12.85	\$13.60	\$11.90	12.60	\$12.85	\$13.60
3840	42-48	\$11.30	\$12.75	\$12.85	\$14.45	\$12.00	13.45	\$12.85	\$14.45
4320	48-54	\$11.75	\$13.50	\$13.35	\$15.30	\$12.55	14.30	\$13.35	\$15.30
4800	54-60	\$12.20	\$14.25	\$13.85	\$16.15	\$13.10	15.15	\$13.85	\$16.15
5280	60-66	\$13.15	\$15.00	\$14.95	\$17.00	\$14.15	16.00	\$14.95	\$17.00
5280	66-72	\$13.77		\$15.65	\$	\$14.77		\$15.65	
5280	72-84	\$14.30		\$16.25	\$	\$15.30		\$16.25	
5280	84 +	\$14.70		\$16.70	\$	\$15.70		\$16.70	

Note: 1) Lump sum of \$75,000.00 to be equally distributed between all employees currently employed (YYZ/YMX/YUL) with 3 or more months of service at date of signature

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APPENDIX "A" - 3

TORONTO BASE - YYZ

	Senior Mechanics	Mechanics	Mecanics Apprentice/Helper
SRVC MTHS	AUG. 1 2004	AUG. 1, 2004	AUG. 1, 2004
0-6	\$19.00	\$14.75	\$12.00
6-12	\$21.00	\$14.75	\$12.00
12-18	\$21.75	\$15.75	\$12.75
18-24.	\$21.75	\$15.75	\$12.75
24-30	\$22.50	\$16.75	\$13.50
30-36	\$22.50	\$16.75	\$13.50
36-42	\$23.00	\$17.25	

	Senior Mechanics	Mechanics		Mechanics Apprentice/Helper
Service Months	Aug. 1, 2004	Aug. 1, 2004	Aug. 1, 2005	Aug. 1, 2004
0-6	\$18.00	\$13.75	\$14.75	\$11.30
6-12	\$20.00	\$13.75	\$14.75	\$11.30
12-18	\$20.75	\$14.75	\$15.75	\$12.05
18-24.	\$20.75	\$14.75	\$15.75	\$12.05
24-30	\$21.50	\$15.75	\$16.75	\$12.80
30-36	\$21.50	\$15.75	\$16.75	\$12.80
36-42	\$22.00	\$16.75	\$17.25	
42-48	\$22.00	\$16.75	\$17.25	

Note:

Lump sum of \$75,000.00 to be equally distributed between all employees currently employed (YYZ/YMX/YUL) with 3 or more months of service at date of signature



**APPENDIX "B"**  
**JOB DESCRIPTIONS**

**LEAD STATION ATTENDANT**

**Normal Duties:**

A Lead is an employee required to direct, assist and perform the same work as any other employee in his basic category that may be assigned to him and any other duties related to the job classification. The Lead shall assign work including rotating job assignments, give directions of proper use of equipment, work procedures and safety practices, ensure that personnel as well as equipment, are properly utilized, instruct employees on the job and discuss aspects of the operation with the customer. Temporary Lead will be selected from a pool of qualified candidates.

**Qualifications:**


- Must have a thorough understanding of the job requirements of his category.
- Must be able to organize job functions within his category and direct other employees on performance of these functions.
- Must have the necessary qualifications and have passed any required exams by the Company, related to his Category.
- Must be of good character, neat in appearance and safety minded.

**STATION ATTENDANT**

**Normal Duties:**

- Loading and unloading baggage, cargo, mail, COMAT, whether palletized or bulk load, and conveyance of same to designated area.
- Service water and toilet systems of all aircraft.
- Operated safety and efficiently equipment and vehicles, including loading bridge owned by the Company or its contracted customer.
- After training, operate, position, remove, connect and disconnect ground power, air condition, and air stat units.
- After training, perform function of aircraft marshaller.
- Perform de-icing.
- Must be able to converse with customer representative in a polite and efficient manner.
- Must be able to write out incident and accident reports.
- Any other duties related to the job classification.

**Minimum Qualifications:**

- 
- Must possess a valid driver's permit.
  - Must possess good driving abilities and show an acceptable standard of equipment handling.

- Must have good character and good general appearance and be safety minded.

**EQUIPMENT MECHANIC**

**Normal Duties:**

- Clean, repair, maintain, modify and overhaul equipment under the jurisdiction of the Company or customers/clients equipment.
- Repair and paint minor body damage
- Write reports on defective equipment
- Any other duties related to the trade.

**Minimum Qualifications:**

- Must be of good character, neat and safety minded.
- Must possess a valid driver's permit
- Must be able to discuss equipment problems with customers in a polite and efficient manner.
- Must have previous mechanical experience relating to the equipment they will be expected to maintain.

**MECHANICS HELPER**

Comprises of those employees in this classification who will assist a Licensed mechanic or mechanics. Must have the ability to act as an assistant to mechanical classifications required. While performing such duties, they will not be required to accept responsibility for their workmanship, their work being solely that of an assistant,

Dated at TORONTO this 20 day of JAN, 2005

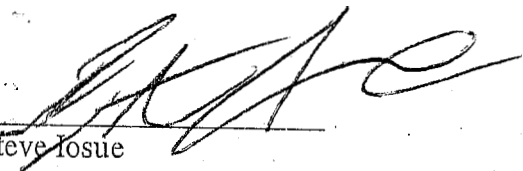
**Canada Council of Teamster:**

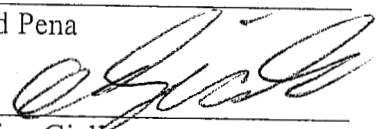
**Teamsters Local Union 419**


D. Brian Lawrence  
  
 Harjinder Badial  
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 Newton Mignott  
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 Artur Florczyk

**Handlex Inc.**

Luc Trepannier  
  
 Gilles Ferland  
  
 Anita McCormick  
  
 Anita McCormick

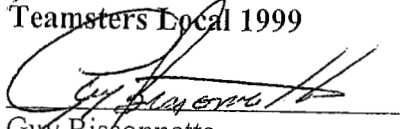
  
Steve Josue

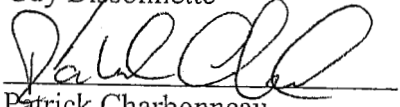
  
Ed Pena

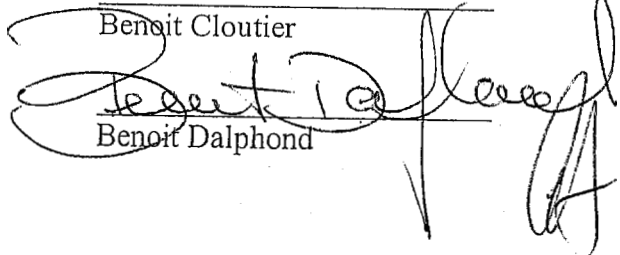
  
Nino Giallo

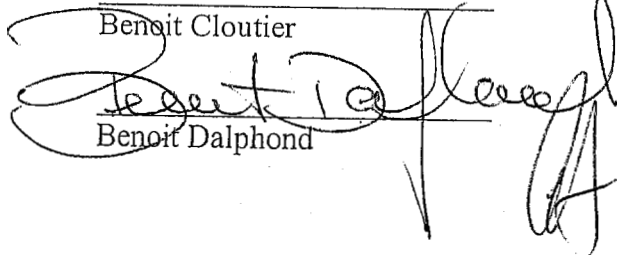
  
Victor Gomes

**Teamsters Local 1999**

  
Guy Bissonnette

  
Patrick Charbonneau

  
Benoit Cloutier

  
Benoit Dalphond

