

**COLLECTIVE AGREEMENT**

**between**

**SWISSPORT CANADA HANDLING INC.**

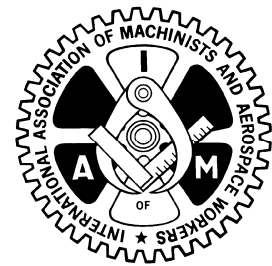
**and**

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

**represented by**

**DISTRICT LODGE 140**

**July 30, 2010 - July 29, 2013**



**13941 (02)**

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## **ARTICLE 1 PURPOSE**

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

## **ARTICLE 2 RECOGNITION**

2.01 The Company recognizes the Union (District 140) as the sole and exclusive collective bargaining agent for its hourly rated employees at the Montréal Pierre Elliot Trudeau International Airport engaged in ground handling, excluding cargo services employees, clerical employees, sales employees, passenger services employees, daily duty coordinators, supervisors and those above the rank of supervisor, in accordance with the Certification issued by the Canada Industrial Relations Board on July 30, 2007.

2.02 Employees who are not members of the bargaining unit covered by this Collective Agreement, shall not engage in or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by this Agreement.

Supervisors may perform bargaining unit work on an emergency and training basis only. It is understood that the need to have a flight loaded or unloaded on time amounts to an emergency. The use of supervisors shall not result in the layoff of a regular or part-time employee nor shall it result in the reduction of hours for members of the bargaining unit or a loss of overtime for employees already on shift.

## ARTICLE 3 RIGHTS OF MANAGEMENT

3.01 The Union acknowledges that it is the exclusive right of the Company:

- a) To maintain order, discipline and efficiency, and
- b) To hire, classify, direct, transfer, promote, demote, lay-off or dismiss employees for just cause, and
- c) To operate and manage its business in all respects in accordance with, and not incompatible with any of the provisions of this Agreement. The foregoing statements of Rights of Management are not all inclusive, but indicate the type of matters which belong to and are inherent in Management, and shall not be construed in any way to exclude other Company functions not specifically enumerated. Any of the rights, power or authority the Company had when there was no Agreement are retained by the Company, except where amended by this Agreement.

3.02 a) The Company agrees to give a written notice fourteen (14) calendar days before it intends to make any change in written Rules and Regulations which it has previously furnished to the Union and to give a copy of the proposed change to the Union. The Union acknowledges that it has been provided with a list of existing Rules and Regulations which are presently in force and which appear in Annex D **of the present collective bargaining agreement.**

- b) The Company agrees to be fair and reasonable in the administration and interpretation of the provisions of this Agreement.

3.03 The Company agrees that its exclusive functions provided by this Agreement shall be exercised in a manner consistent with all provisions of this Agreement.

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

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

4.02 New employees shall become members of the Union within thirty (30) days of the date they commenced employment and shall maintain membership as a continuing condition of employment.

4.03 a) The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages as a condition of employment. The Company agrees to deduct union dues from employees pay cheque.

b) The Company agrees to remit monthly to the Union, the dues that are deducted by no later than the twentieth (20th) day of the following month, indicating the status of all employees in alphabetical order. The monies so deducted are deemed to be trust monies belonging to the Union.

4.04 The amount to be deducted will be advised by the Union. The Company shall be notified in writing of the name of the Union Official to whom the money so deducted shall be sent.

- 4.05 If the wages of an employee payable on the payroll are insufficient to permit the deduction of the full amount of the dues, no such deduction shall be made from the wages of such employee by the Company in such pay period. The Company shall not, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 4.06 The Company agrees to provide the IAM&AW District Lodge 140, on a semi-annual basis, with the names and addresses of the employees in the bargaining unit. These shall be mailed, or faxed to the District office in Montréal.
- 4.07 **It is agreed between the parties that for the application of Article 12.07, an employee who is member of the IAMAW (active dues paying member within the last 6 months) shall be placed on top of the seniority of the newly hired employees as per Article 12.07.**

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

- 5.01 a) Strikes - It is hereby agreed that it is the intention of the parties hereto to prohibit strikes in any form, for any reason, during the term hereof. Therefore, the Union, on behalf of itself and the employees it represents, expressly waives the right to engage in any type of strike, including but not limited to, sympathy strikes, or unfair labour practice strikes.
- b) In addition, during the term of the Collective Agreement or negotiation for its renewal, there shall be no lock-outs by the Company.

## **ARTICLE 6 NO DISCRIMINATION**

- 6.01 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities.
- 6.02 No employee shall be discriminated against by the Company nor suffer any loss of employment because of membership or activity in the Union so long as such activities are not carried on during working hours except as explicitly permitted by this Agreement.
- 6.03 Where the word "masculine" is used in this Collective Agreement, it also means "feminine".
- 6.04 The Company agrees to abide by the Canadian Human Rights Act in all matters of personal and sexual harassment. **To that effect, the Company will refer to the Swissport Canada Mutual Respect Policy to demonstrate our commitment to a harassment free workplace.**

## **ARTICLE 7 SPECIFIC PERFORMANCE**

- 7.01 It is understood and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.

## **ARTICLE 8 UNION REPRESENTATION AND SAFETY**

- 8.01 The Union shall submit the name of the Chief Steward and Union Stewards to the Company.



- 8.02 The parties agree to have once a month a labour relation meeting on Company time, if necessary. The necessity for such meeting shall be identified by either party submitting an agenda of matters to be discussed. The General Chairperson of District 140 may be present at the meeting with the Company.
- 8.03
- a) The Union shall designate and the Company shall recognize Union Stewards for each work shift such that a Union Steward is working the majority of hours on each shift. The Company shall be kept informed of the name of each Union Steward and the shift for which he has responsibility.
  - b) The Company and Union agree to establish a Health and Safety Committee in conformity with Part II of the Canada Labour Code in all matters pertaining to health and safety.
  - c) The Company agrees to abide by the Canada Labour Code in all matters of safety.
- 8.04 The Company recognizes that the necessity for performance by a Steward of the functions described in Article 9 hereof for settlement of a complaint or grievance can commonly arise during his regularly scheduled working hours and agrees that, within reason, he shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters, the Steward shall obtain permission of his immediate Supervisor, such permission will not to be unreasonably withheld. He shall report to the Supervisor when resuming his regular duties.
- 8.05 The Union Negotiating Committee member who is scheduled to work shall be granted time off with pay necessary to conduct direct negotiations with the Company for a new Collective Agreement.

8.06 The Union Negotiating Committee member who is not scheduled to work when conducting direct negotiations with the Company for a new Collective Agreement shall be entitled to take a mutually agreed paid day off in lieu. The Union shall reimburse the Company upon request.

**For any other union business time clearance request by the Union, the Company shall pay the respective employee. The Union shall reimburse the Company upon request.**

## **ARTICLE 9 COMPLAINTS, GRIEVANCES AND DISPUTES**

- 9.01 a) The parties hereto desire that every complaint shall be dealt with as it justly deserves, as quickly as possible, and that adjustment of every justified complaint shall be promptly made. An employee who has cause for complaint shall discuss it with the Union Steward and his immediate Supervisor (First Step grievance procedure hereunder) within fourteen (14) calendar days of becoming aware of the cause of complaint or the right to grieve shall be deemed waived. If during any step of the grievance procedure it is required by either party that witnesses attend as an aid in settling the grievance, they may be requested to attend.
- b) The parties recognize the Company's right to file a grievance in order to obtain redress of any violation by the Union or an employee of the provisions of the present collective agreement. The Company shall also have the right to have recourse to the grievance procedure to seek an interpretation of the provisions of the collective agreement where the Company and the Union disagree but no formal grievance has been filed by the Union.

## 9.02 Discipline and Dismissal

Prior to any suspension, dismissal **or anything that is expected to lead to a disciplinary action**, except in the case of physical violence or immediate safety hazard, the Company agrees to meet with the Union and discuss the matter. Within three (3) working days, the Chief Steward shall be notified in writing of any suspension or dismissal as well as the Company's reasons for same. In all circumstances leading to a disciplinary action, such matter shall be dealt with within fourteen (14) calendar days of the knowledge of the incident by the Company.

**In cases where the matter must be investigated (e.g. harassment, accidents, violence in the workplace, theft, damage to a/c and or GSE) the disciplinary action shall be taken no later than fourteen (14) calendar days after the conclusion of the investigation, which shall be conducted in a reasonable time frame.**

- 9.03 a) Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Union Steward at a place designated by the Company. **Any dismissal grievance shall proceed directly to the Second Step.**
- b) An employee may present a written grievance and the same shall be entered at the First Step of the Grievance Procedure provided by Article 9.07 hereof, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within fourteen (14) calendar days after the separation of employment or aforesaid disciplinary action.

9.04 The Company agrees that after a grievance has been initiated by the Union, the Company's representative will not enter into any discussions or negotiations about the grievance, either directly or indirectly, with the aggrieved employee if the employee does not agree to such discussions.

9.05 Complaint Procedure

An employee who has a complaint shall discuss it with his **Ramp Manager or Station Manager (or designee)** and with his Union Steward present with a view to prompt and fair resolution.

9.06 Grievance Procedure - First Step

Should an employee not receive satisfaction from his immediate Supervisor or Duty Manager pursuant to Article 9.06 hereof, within fourteen (14) calendar days of the First Step Meeting, he shall state his grievance in writing on the appropriate form and the Chief Steward or his designee shall present it to the Station/Ramp Manager or their designated representative. The grievance shall provide a statement of the alleged violation and indicate the settlement requested. Within seven (7) calendar days thereafter, or within such longer period as may be agreed, the Chief Steward or his designee shall meet with the Station/Ramp Manager or his designee to attempt to adjust the grievance. Within five (5) calendar days following this meeting, the Station/Ramp Manager, or his designee, shall deliver to the Union his answer in writing.

#### 9.07 Grievance Procedure - Second Step

Should the employee consider that a just settlement has not been found, he may present the grievance to the Company's Regional Vice-President, Canada or his designee within fourteen (14) calendar days after the date of the decision rendered in the First Step. Within fourteen (14) calendar days, a meeting to discuss the grievance at Second Step shall be arranged between the Regional Vice-President, Canada or his designee and the General Chairperson, or his designee. Within fourteen (14) calendar days thereafter, the Regional Vice-President, Canada shall present the Company's final decision in writing to the Union.

9.08 The parties may waive any step in this procedure and/or extend the time limits by written agreement. The extension must be for a fixed time. Should either party fail to meet the time limits set out in this Article, that party must concede the grievance.

#### 9.09 Unsettled Disputes

Any dispute unsettled at the Second Step may be submitted to arbitration by either party provided that it shall be deemed to be settled or abandoned if, within twenty one (21) calendar days after the Second Step decision has been announced, neither party shall have given written notice of intent to submit the matter to arbitration.

9.10 Where an employee has had a clear record for one (1) year following receipt of written discipline, the employee's record shall be considered to be clear and such incident(s) shall not subsequently be used to his detriment. For serious offences such as those involving suspensions of one (1) week or more, the record must remain clear for two (2) years.

## **ARTICLE 10 ARBITRATION**

- 10.01 Any matter or question arising from the interpretation, application, administration, or an alleged violation of this Agreement, including the question of whether a matter is arbitrable, may be submitted to arbitration by the parties hereto as provided herein.
- 10.02 No matter shall be submitted to arbitration by the parties hereto unless and until they have attempted to arrive at a settlement by the means provided by Article 8.02 and Article 9 hereof.
- 10.03 Within ten (10) calendar days after notice of intent to arbitrate has been given, as provided in Article 9.10 hereof, the name of an arbitrator shall be submitted by the party requesting arbitration. Failing agreement on the choice of an arbitrator, the arbitrator shall be appointed as per the provisions of the Canada Labour Code.
- 10.04 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement nor shall he alter, modify, or amend any part of this Agreement.
- 10.05 In hearing disputes arising out of the imposition of any disciplinary measures, the Arbitrator, where he finds such measure to be improper, may modify such measure.
- 10.06 The proceedings of the arbitration shall be expedited or single format as mutually agreed by the parties. It is understood and agreed that in the event mutual agreement is not obtained, then the single format will apply. Fees and expenses of the Arbitrators shall be shared equally by the parties.

**Process as follows:**

Single:

Standard formal arbitration as directed by the Arbitrator.

Expedited:

1. Hearings will be in Montréal, unless mutually agreed otherwise.
2. Grievances shall be presented by a designated Steward of the Union and a designated representative of the Company (i.e. no outside representatives such as lawyers).
3. Parties endeavouring to conclude cases within one working day.

Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to this case.

4. Fees and expenses of the Arbitrators shall be shared equally by the parties. It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines, which can be amended by agreement between the parties at any time.
  - (i) A brief of pertinent documents will be jointly presented by the Union and the Company to the Arbitrator.
  - (ii) If possible a statement of agreed facts will be jointly presented to the Arbitrator.
  - (iii) Responses to opening statements will cover any facts, which are in dispute and any additional facts available.

(iv) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.

(v) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.

(vi) Arguments will be presented only to points in issue.

Mediation of the issue by the Chairperson will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.

10.07 The decision of the Arbitrator shall be final and binding upon the parties hereto and upon any employee concerned in or affected by the said decision and shall be acted upon no later than fifteen (15) working days after receipt of the award.

#### 10.08 Multiple Hearings

The Arbitrator may hear and determine more than one (1) grievance at a time only with the express agreement of the Company and the Union.

### **ARTICLE 11 PROBATION**

11.01 The first sixty (60) days worked shall be the probationary period during which the Company will assess whether a new employee, who has been evaluated, is suitable to be retained. It is understood that such new employee, who sees his employment terminated during the probationary period, is not entitled to the grievance procedure.



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

## **ARTICLE 12 SENIORITY**

### 12.01 Definition

Company seniority for all employees shall be the length of service with the Company and shall govern vacation entitlement, **and when employees outside the classification vie for a posting as per Article 15.02.**

- 12.02 a) The classification seniority of an employee will commence from the date of entry into the classification, as outlined in Article 23, even if that date is prior to the certification issued by the Canada Industrial Relations Board on July 30, 2007 (for example, a Ramp Agent at the employment of the Company before July 30, 2007, will have a seniority date previous to that date).
- b) Classification seniority earned in a previous classification may be used for bumping the most junior employee in the employee's previous job classification in the event of a lay-off and shall not be transferable from one classification to another.

- c) Classification seniority shall govern:
  - i) Retention as a result of lay-off.
  - ii) Recall following lay-off.
  - iii) Displacement (Bumping) rights.
  - iv) Filling of vacancies.
  - v) Schedule selection.

### 12.03 Termination of seniority and employment

Employee employment and seniority shall both terminate when an employee:

- a) voluntarily terminates his employment.
- b) is discharged for cause and not re-instated.
- c) who has been laid off shall retain but not accrue seniority. He shall be listed according to seniority after the date of layoff and remain on the seniority list for recall for a maximum of eighteen (18) months for all employees with five (5) years or more of service. For employees with less than five (5) years of service, they will remain on the seniority list for a period of time equal to their seniority to a maximum of twelve (12) months. If not recalled to work during the applicable period, the employee's name shall be removed from the seniority list and his status as an employee terminated.
- d) fails to report to the Company after being recalled from layoff within seven (7) calendar days of receipt of notice of recall in line with Article 13.04. Such notices to be sent by registered mail to the employee's last known address with the Company.
- e) fails to report for work after termination of leave of absence.

- f) is absent for three (3) consecutive scheduled working days without notice to the Company, except when circumstances beyond the employee's control make it impossible to give such notice.

12.04 The Company will post seniority lists at six (6) months intervals and will provide the Chief Steward with one (1) copy. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) calendar days from the first day of posting to notify the Company for the purpose of having the seniority list corrected after which time, failing correction of the list to the employee's satisfaction, the employee may file a grievance. Employees on vacation leave and those on Leave of Absence at the time of posting will have fourteen (14) calendar days from their return to work to seek corrections.

12.05 a) Should an employee, full-time or part-time, be permanently transferred from one classification, his seniority shall continue to accrue in his old classification for a period of sixty (60) days after which, if the transfer remains in effect, his seniority shall be frozen in the old classification and shall continue to accrue in the new classification from the date of transfer.

b) Any employee performing temporary functions outside the scope of this Agreement for a period exceeding six (6) months per year will see his seniority frozen after that period of time. At the end of such temporary assignment, the employee shall return to his previous position.

- 12.06 a) If an employee transfers to another classification, such employee's classification seniority will be higher, by three (3) days, than any new hires from outside the Company hired at the same time as the employee who transferred. However, if the Company creates a new classification, then Company seniority will prevail.
- b) If more than one employee transfers on the same day to the same classification, Company seniority will determine such employee's classification seniority as between these employees.

12.07 Same Day Hiring

The seniority of employees hired on the same day (relative to the other employees hired on the same day) will be determined by a numbers draw in the presence of the Chief Steward. There will be double the numbers from which to draw as there are employees drawing. The highest number will be the most senior, etc. This draw will be done right after hiring during training with all involved employees present. The trainer will be responsible for administering the draw and providing the Union with a copy of the results. If the Chief Steward cannot be present, any steward can witness the draw. Union membership applications will be given out as part of the hiring package.

## ARTICLE 13 LAY-OFF AND RECALL

- 13.01 Should any circumstance including fire, flood, explosion, Act of God, work stoppage by employees of an airline serviced by the Company, loss of contracts, **sudden reduction in flight volume**, make it necessary to reduce the workforce, the employees affected thereby shall be laid-off according to Article 12.02 with twenty-four (24) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled according to Article 12.02
- 13.02 a) The Company has the right to lay-off employees to the extent it determines to be necessary. In the event of a lay-off, the Company shall lay-off according to Article 12.02.
- b) The Company agrees to meet the Union in the event of a lay-off to discuss displacement rights in each job classification.
- c) Recalls from such lay-offs shall be according to Article 12.02
- d) In the event of major operational changes, the parties agree to meet and review the status of full-time and part-time positions prior to any lay-off.
- 13.03 a) The Company shall notify the Union as soon as possible prior to any lay-off **or when the Company reduces the number of full-time employees**. All employees shall receive at least fourteen (14) days notice, except in the case of **laid-off employees** as defined in 13.01.
- b) **Laid-off full-time employees shall have an option to bump a junior part-time employee within seven (7) days notice of the layoff notice or take the layoff.**

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

13.05 If within seven (7) calendar days after the date of receipt of notice of recall, an employee shall have failed to notify the Company that he intends to return to work or if within seven (7) calendar days of the same date, an employee shall have failed to return to work or to have satisfied the Company that he is unable to return because of accident or illness or other sufficient cause, he shall lose all seniority and his name shall be removed from the seniority list and employment will then be considered terminated.

13.06 Displacement Rights

- a) It is agreed that an employee who holds seniority in a classification other than the one from which he is being laid-off may exercise that seniority, should it be sufficient, to apply to bump the most junior employee in other classification in accordance with Article 12.02. Such an employee shall be paid in accordance with the pay scale applicable to the seniority he accumulated in his previous classification.
- b) It is agreed that, a Team Leader who gets laid-off, can bump a junior employee in his classification.

### 13.07 Severance Pay

An employee who is laid off for longer than twelve (12) months can elect to abandon his recall rights and receive the severance pay provided by the Canada Labour Code.

## **ARTICLE 14 LEAVE OF ABSENCE**

- 14.01 a) After one (1) year of service, a leave of absence without pay may be considered by the Company upon two (2) weeks written notice except in special circumstances for a period of not less than one (1) week and not exceeding sixty (60) calendar days. Such leave when granted shall be without loss of accrued seniority. This leave will only be granted if the Company, in its sole discretion, agrees. The leave will not be granted if the Employee's absence will affect the efficient operations of the Company.
- b) Such leave will only be granted once every two (2) years.
- c) The Company shall give its reply within ten (10) working days of receipt of a request and cannot be cancelled unless by mutual agreement.
- 14.02 On written request of the Union, the Company shall not unreasonably deny a leave of absence, without pay, to officials of the Union or their delegates for such transaction of Union business provided that such leaves of absence shall not exceed an aggregate of ninety (90) days in any calendar year for any such employee and provided the efficient operating of the Company is not compromised. In any event, such leave of absence shall be restricted at anyone time to a maximum of two (2) employees.

#### 14.03 Maternity leave

Maternity leave shall be granted in accordance with the Provisions of the Canada Labour Code to any employee with six (6) months of continuous service as follows:

- a) As a consequence, natural mothers are entitled to leave as per the Canada Labour Code.
- b) An employee is not obliged to take maternity leave unless she is unable to perform an essential function of her job and there is no appropriate alternative job available.
- c) An employer is required to reinstate an employee to the position she held prior to the leave. If for valid reasons this is not possible, the employee must be reinstated in a position with the same wage and benefits and in the same location as the former position.
- d) No employment decisions, whether pertaining to training, promotion, discipline, suspension, or dismissal, may take into account an employee's pregnancy or intention to take maternity leave.

#### 14.04 Parental Leave

An employee who has six (6) months of continuous service and has or will have the actual care and custody of a new born child, that employee is entitled to and shall be granted a leave of absence of up to thirty-seven (37) weeks commencing as the employee elects and can be split up within fifty-two (52) weeks period.



- a) In the case of a female employee:
  - at the expiration of any leave of absence taken by her under section 14.03;
  - on the day the child is born; or
  - on the day the child comes into her actual care and custody.
- b) In the case of a male employee:
  - on the day the child is born; or
  - on the day the child comes into his actual care and custody.
- c) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

#### Adoption Leave

- a) Where an employee commences legal proceedings under the laws of a province to adopt a child or obtain an order under the laws of a province for the adoption of a child, that employee, provided he has completed six (6) consecutive months of continuous employment, is entitled to and shall be granted a leave of absence from employment of up to thirty-seven (37) weeks commencing on the day the child comes into the employee's care.
- b) The combined amount of leave of absence from employment that may be taken by two (2) employees of this Company under this clause shall not exceed thirty-seven (37) weeks.

#### 14.05 Maternity Leave/Parental leave

Every employee who has six (6) months of continuous service with the Company is entitled to and shall be granted a leave of absence and the following rules shall apply for maternity, parental and adoption leave:

- a) The Company shall not dismiss, suspend, lay-off, demote, discipline, nor deny promotion or training because the employee has applied for leave under these clauses.
- b) No employee can be laid off while on leave under these clauses. However, this shall not prevent the Company from laying-off active employees who are senior to him/her during his/her leave of absence under this clause.
- c) Every employee who intends to take a leave of absence under these clauses shall:
  - i) Give at least four (4) weeks notice in writing to the Company unless there is a valid reason why such notice cannot be given.
  - ii) Inform the Company in writing of the length of leave intended to be taken.
  - iii) Inform the Company in writing at least two (2) weeks in advance of their intention to return to work prior to her original return date. The Company will use its best efforts to return the employee to work within the two (2) week notice period.
  - iv) Nothing in the foregoing shall prohibit the employee from returning to work prior to the expiration of the leave of absence.

- d) The Company must inform, in writing, every employee who takes leave under these clauses of every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing.
- e) Every employee who takes leave under these clauses is entitled to be reinstated at the position that the employee occupied when the leave commenced. If, for a valid reason the Company cannot reinstate an employee in that position, the Company shall reinstate the employee in a comparable position with not less than the same wages, benefits, and same location or award a position as per d) above.
- f) The RRSP, health and disability benefits, and seniority of any employee who takes, or is required to take, a leave of absence from employment under this Article shall continue during the entire period of the leave.
- g) Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in f) above, the employee is responsible for and must pay on a monthly basis.
- h) For the purposes of calculating the monetary contribution required by g) above, for the RRSP and health and disability benefit of an employee employment on the employee's return to work shall be deemed to be continuous with employment before his absence.

- i) For the purposes of calculating benefits of an employee who takes or is required to take a leave of absence from employment under this Article, other than benefits referred to f) above, employment on the employee's return to work shall be deemed to be continuous with employment before his absence.
- j) A pregnant employee is entitled to and shall be granted a leave of absence of up to seventeen (17) weeks which leave may commence not earlier than eleven (11) weeks prior to the estimated date of her confinement and end not later than seventeen (17) weeks following the actual day of her confinement.
- k) In the case of a female employee applying for leave under this clause, she shall provide the Company with a medical certificate stating the expected confinement date.
- l) The Company shall not require an employee to take a leave of absence because the employee is pregnant. However, if an employee is unable to perform an essential function of her job and no appropriate alternative job is available for the employee, that employee may be required by the Company to take the leave but the burden of providing this rests with the Company.
- m) If an employee is unable to work because of a pregnancy related or unrelated illness, she shall be allowed to use her sick leave under this Agreement. This shall not be construed to mean that she shall be allowed sick leave while on Maternity or Parental Leave.

#### 14.06 Bereavement Leave and Compassionate Care Leave

- a) The provisions of the Canada Labour Code dealing with Bereavement Leave and Compassionate Care Leave shall apply. **In order to qualify for the aforementioned bereavement of absence, an employee may be required to supply proof of death by way of a doctor's certificate, death certificate, or other evidence satisfactory to the Company.**
- b) Immediate family means: parent, legal guardian, spouse, common law spouse, child, brother, sister, parent or legal guardian of spouse, brother-in-law and sister-in-law, grandparents or grandchildren of employee and spouse, and any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

#### 14.07 Paid leave at birth/adoption of child

An employee shall be paid at his regular rate of pay for three (3) days due to his absence further to the birth or the adoption of a child. **These three (3) days must be taken within seven (7) days following the birth or adoption of the child.**

Should there be complications during childbirth causing the spouse to be detained in hospital; leave of absence without pay will not unreasonably be denied.

## ARTICLE 15 JOB POSTING

- 15.01 All bargaining unit vacancies for any positions, new or not, will be posted for a period of seven (7) calendar days on Company bulletin boards in the workplace. If no suitable applicants are brought forward by this posting within the seven (7) calendar days specified, the Company will fill the vacancy by such other means as it may deem fit.
- 15.02 If two (2) or more **qualified** candidates apply for the vacancy, the Company will award the vacant position according to Article 12.01. If a job is posted and untrained applicants apply, the Company will provide reasonable training to the most senior applicant.
- 15.03 Employees, who are on vacation, **on** leave (i.e. LTD, STD, Maternity, CSST, etc.) **or on layoff** during the posting period, can leave a contact number. The Company will call the employee on the first (1<sup>st</sup>) day of the posting and the employee will then have until the closing date of the posting to apply. **It is the employee's responsibility to maintain a current contact number.**
- 15.04 The Company will transfer successful bidders to their new position within thirty (30) calendar days of the award date, unless otherwise agreed between the Union and the Company.
- 15.05 The Company can fill a position without prejudice during the posting process due to operational requirement.

## **ARTICLE 16 UNION BOARD**

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

## **ARTICLE 17 HOURS OF WORK AND SHIFT ARRANGEMENTS**

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

17.01 a) The standard work week for full-time employees shall consist of forty (40) hours **or as per the following** to be worked in a manner to best meet the Company's contractual commitments. A full-time work day shall consist of eight and a half (8 ½) hours including an unpaid thirty (30) minute meal break each day.

The **standard** work week **for full-time employees** can be made up of any of the following rotations:

- i) Five (5) consecutive eight and a half (8 ½) hour days followed by two (2) days off.
- ii) Four (4) consecutive ten and a half (10 ½) hour days followed by three (3) days off.
- iii) Four (4) consecutive twelve (12) hour days followed by four (4) days off.

- iv) Six (6) consecutive nine (9) hour days followed by three (3) days off.
- v) Four (4) consecutive twelve (12) hour days followed by three (3) days off followed by three (3) consecutive twelve (12) hour days followed by four (4) days off.
- b) The Company shall advise the Chief Steward of its decision to alter existing full-time shifts in advance of their implementation when possible. The Company will consider alternative shift schedules proposed by the Union.
- c) It is understood and agreed that the parties will work together to try and make the schedules work to the benefit of both parties.
- d) An employee who is scheduled to work a full-time working day shall be scheduled to take a meal break starting from the end of the third (3<sup>rd</sup>) hour and to finish before the end of the sixth (6<sup>th</sup>) hour of the shift. Employees who have shifts longer than the standard eight and a half (8 ½) hour shift will have their meal break starting from the end of the fourth (4<sup>th</sup>) hour and to finish before the end of the eight (8<sup>th</sup>) hour of the shift.
- e) Employees who agree to miss their meal break at the request of the Company as set out in Article 17.01 d) shall be paid at the rate of one and one half (1 ½) times their regular rate of pay for thirty (30) minutes and are entitled to a thirty (30) minute paid meal break outside of the specific time period.



17.02 All shift schedules shall be posted on the Company bulletin board and the date and time of day of such posting noted on the schedule in writing. A copy of the schedule shall be supplied to the Chief Steward.

17.03 Full-Time:

- a) The Company will arrange shift schedules of qualified employees from the Company's list on a basis sufficient to meet its contractual commitments and to cater to fluctuations and changes to airline schedules. The Company will provide the Union with the shift schedules and will conduct and administer the shift bids. The Company will allow **the Chief Steward, or his designee**, to observe the shift bids. The Company will post the shift schedules four (4) calendar days prior to the effective date of the shift schedule. All employees will bid their shifts **on a monthly basis**.
- b) The Company may alter the shift schedules with forty-eight (48) hours notice to the Union and the employees involved to accommodate minor airline schedule changes or to ensure sufficient manpower. If forty-eight (48) hours notice is not given by the Company, then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- c) **All full-time employees (not on a split shift), shall have a minimum of eight (8) hours between the end of one scheduled shift and the beginning of the next day shift.**

#### 17.04 Part-Time Employees:

- a) The part-time shift bid will be conducted and administered by the Company. Seven (7) calendar days notice shall be given to the employees to review the posted bid schedule prior to the shift bidding.
- b) The completed shift schedule will be posted four (4) calendar days prior to the schedule's effective date.
- c) The Company may alter the shift schedules with forty-eight (48) hours notice to the Union and the employees involved to accommodate minor airline schedule changes or to ensure sufficient manpower. If a forty-eight (48) hours notice is not given by the Company, then a rescheduled employee shall receive one and one-half (1 ½) times his regular rate of pay for the first shift worked, or shall receive his regular rate of pay for the first shift that has been cancelled.
- d) Part-time shifts will be no less than four (4) hours **with a maximum of thirty-six (36) hours per week. This figure is arrived at through a regular scheduled shift, and not involving overtime.**
- e) A part-time employee shall be entitled to at least one (1) day off per week.
- f) Split shifts can only be made up of two (2) four (4) hour shifts, with a maximum of **eight (8)** hours between shifts.

- g) Any extra shifts that arise due to airline schedule changes will be offered to those employees in the Extra Shift Sign-up Book, in order of seniority. If these shifts still cannot be filled, then the Company can assign in reverse order of seniority.
- h) The Company shall fill temporary vacancies as set out in Article 15 of this agreement.

Extra Shift Sign-up Book:

- i) Any part-time employee wishing to work extra shifts can sign the book indicating the days and the time of day for those days that they will work. An employee will only be given shifts that fall within his preferred time to work. The shift assignments will be made in order of seniority. Employees must sign up every week.

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

17.06 Shift change/trade will be authorized by the Company if both employees are qualified. **It is understood that voluntary shift change/trade cannot create overtime payment as per Article 18.02. The Company reserves the right to refuse the shift trade privilege if it is abused.**

## **ARTICLE 18 OVERTIME AND SHIFT PREMIUM**

18.01 The Company and the Union agree that all overtime will be voluntary but shall be allocated and performed in the following fashion.

The overtime required on that day shall be offered **on rotation** in the following order:

- i) in order of seniority to those employees on the team;
- ii) in order of seniority to those employees on shift; and
- iii) in order of seniority to those employees who signed the overtime book.

Should all senior employees refuse the overtime; the junior employees on shift will be required to work until a replacement is found.

An employee who is forced to work mandatory overtime shall be paid for the amount of time worked in the first hour. If the employee is required to work into the second hour, he shall be paid for the full hour no matter how long into that hour he works.

An employee will not be required to work overtime in excess of three (3) hours provided a qualified replacement worker is available and willing to work.

**It is understood that employees cannot work more than sixteen (16) hours in a day.**

- 18.02 All employees shall be compensated for all authorized overtime hours worked at one and one half (1 ½) time their regular rate for hours worked in excess of regularly scheduled hours of work per day. In addition, if an employee is called in to work overtime on his normal day off, he shall receive one and one half (1 ½) time his rate of pay for all hours worked for a minimum of three (3) hours at time and one half (1 ½).

- 18.03 a) The Company will distribute voluntary overtime on a classification seniority basis and post a weekly summary of overtime hours worked on the bulletin board. The distribution of overtime will be on a rotational basis.
- b) Overtime will be recorded on a monthly basis. The Company will post the overtime control sheet from the previous day, on a daily basis.
- c) Should an employee be bypassed for overtime, the onus of proof is to be provided by said employee and the Company is required to pay the overtime hours missed. The overtime will be tracked.
- d) The Company shall make a note of the telephone number it dialed in an attempt to reach the employee in the process of offering overtime to the employee, the employee's response, if any, and the time of day of the call. The Company agrees to make this written notation available to an employee who claims that he was bypassed for overtime. In the event that the Company fails to provide such a note to the employee, the Company will pay the overtime hours missed.
- e) In order to accelerate the selection for voluntary overtime, employees will indicate their availability for overtime by signing, as appropriate, in the daily overtime book in the Supervisor's office.
- f) Employees shall be compensated for all authorized overtime. Authorized shift change/trade shall mean work by mutual agreement between employees at their convenience. No such shift change/trade shall result in the generation of overtime compensation unless the employee works in excess of the regularly scheduled hours of the employee of that shift.

- 18.04 An employee who has completed his regular shift, has clocked out, and is then recalled to work shall be paid at one and one-half (1 ½) time his regular hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement of a scheduled shift and continuing to the commencement of that shift.
- 18.05 An employee working overtime prior to or following his regular shift in excess of two (2) hours shall be allowed a thirty (30) minute paid meal break to be assigned so that employees will not work more than five and one-half (5 ½) hours at one stretch. There shall be a minimum of three and one-half (3 ½) hours between meal and breaks.
- 18.06 The present practice of paying overtime to Team Leaders based on their Team Leader wage/premium when working overtime shall cease as of the date of ratification of the present Collective Agreement, except for those Team Leaders presently employed by the Company and whose name appears in Annex A of the present Collective Agreement.

Once any of the current Team Leaders is no longer a Team Leader, neither he nor his replacement will be paid overtime based on the Team Leader premiums when working overtime.

## **ARTICLE 19 STATUTORY HOLIDAYS**

19.01 The following Statutory Holidays shall be observed:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Canada Day	Christmas Day
Boxing Day	St-Jean-Baptiste
<b>National Patriots' Day</b>	<b>Remembrance Day</b>

19.02 In the event that a full-time employee's day off falls during one of the above listed Statutory Holidays or his vacation, he shall receive eight (8) hours of pay or more at his regular rate. In the event of the employee is a part-time employee, he shall be paid four (4) hours or 1/20 of the last thirty (30) days whichever is greater.

19.03 An employee who works on a Statutory Holiday will be paid at one and one-half (1 ½) time their regular rate of pay for the hours worked in addition to the paid Statutory Holiday described at 19.01.

19.04 Wages will be paid for a Statutory Holiday to an employee absent from work under the following circumstances provided satisfactory proof is shown:

a) Verified illness.

- b) Death in the immediate family.

*Immediate family means:*

Parent, legal guardian, spouse, common-law spouse, child, brother, sister, parent or legal guardian of spouse, brother and sister-in-law, grandparents or grandchildren of employee or spouse, any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

- c) Jury duty.
- d) Prior written permission.
- e) Subpoenaed witness.

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

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

20.02 Employees who must appear in court for reasons of other than those mentioned in Article 20.01 shall be granted local leaves of absence without pay provided they supply the proof or verification for such attendance.

## **ARTICLE 21 ANNUAL VACATION**

21.01 All employees shall receive vacations with pay in accordance with the following provision, exclusive of Statutory Holidays:



- a) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have less than one (1) year of service shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company for the period of their employment during the months preceding December 31<sup>st</sup>. The vacation entitlement shall be eight (8) hours per completed calendar month to a maximum of eighty (80) hours (2 weeks).
- b) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have more than one (1) year but less than five (5) years of seniority shall receive vacation pay calculated at the rate of four percent (4%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to eighty (80) hours vacation (2 weeks).
- c) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have more than five (5) years but less than ten (10) years of seniority shall receive vacation pay calculated at the rate of six percent (6%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to one hundred and twenty (120) hours vacation (3 weeks).
- d) Employees who, at December 31<sup>st</sup> of the year preceding the year in which the vacation is to be taken, have more than ten (10) years of seniority shall receive vacation pay calculated at the rate of eight percent (8%) of their earnings with the Company during the twelve (12) months ending December 31<sup>st</sup> and shall be entitled to one hundred and sixty (160) hours vacation (4 weeks).

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

21.03 a) Vacation pay shall be paid for vacations not taken to an employee who quits, is dismissed, or is terminated. Such an employee shall receive vacation credits when his employment ceases. An employee who has been temporarily laid off, as provided in Article 13.01 hereof, may request to receive vacation pay at the time of his scheduled vacation or on the next pay period immediately following the layoff.

b) On fourteen (14) days written notice, employees going on annual vacation will be entitled to receive their vacation pay prior to the beginning of their vacation.

c) The Company will pay out vacation upon the written request of an employee provided the employee forfeits the time off.

d) Payouts can be requested in blocks of one or more weeks to the available maximum.

21.04 The following vacation scheduling system will apply, unless mutually agreed otherwise by the parties to the agreement:

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

Ramp Agent: 1 employee in 10 employees or major portion thereof

Aircraft Cleaner: 1 employee in 10 employees or major portion thereof

Team Leader: 1 employee in 4 employees or major portion thereof

- b) Vacation bids will be by seniority in the employee's classification and will be done between March 1<sup>st</sup> and March 31<sup>st</sup> for the actual year. However, an employee may divide up his vacation entitlement into a minimum of forty (40) hour increments.
- c) When all employees in the classification have indicated by bid their vacation choice, employees who fail or choose not to bid by the deadline can select their vacation on remaining weeks available. Once the bidding process is completed, the Company will approve the list no later than April 15.

## **ARTICLE 22 BENEFITS**

- 22.01 The Company shall supply a benefit plan to full-time employees who have at least three (3) months of continuous service with the Company.
- 22.02 The Company will pay one hundred percent (100%) of the cost of the individual coverage for every eligible full-time employee. The Company will **pay one hundred dollars (\$100.00) per month** for the coverage of the family plan of any eligible full-time employees who must enroll in the family plan.
- 22.03 Any change in the status of an employee that could impact his insurance benefits shall be effective the same day of this change subject to the carrier's policy requirements.
- 22.04 The Company agrees to maintain the benefits specified and provided under Desjardins Group Policy number 640800.

22.05 The Company shall maintain the coverage of any employee absent for cause of illness, disability or on an authorized leave provided by this agreement subject to the employee being responsible for maintaining his share, if any, of any specific coverage.

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

## **ARTICLE 23 CLASSIFICATION OF EMPLOYEES**

23.01 Every employee covered by this Agreement shall be classified under a job title and job description appropriate to the work he normally performs. The Company may request a waiver of this provision in the event that special circumstances involving a specific contract warrant same. Under such circumstances, the Company and the Union will meet to identify in writing the specifics and degree of the waiver and agreement from the Union shall not be unreasonably withheld. The job classifications in which employees shall be classified are ramp agents and aircraft cleaners. Team leaders shall not be a distinct classification.

### **RAMP AGENT**

#### **Normal Duties:**

1. Loading and unloading the baggage, cargo, mail and commissary, whether palletized, containerized and/or bulk loaded, and conveyance of same to or from designated areas (including baggage room).
2. Service water and toilet systems of all aircrafts.
3. Operate safely and efficiently all types of equipment and vehicles.

4. After training, operate, position, remove, connect, and disconnect ground power and air start units.
5. After training, perform push-out service.
6. Inspect baggage for proper tagging.
7. Distribute tubs.
8. Scan baggage tags.
9. Communicate with Airport Authority and the Airline.
10. Be familiar with general loading procedure for baggage and cargo.
11. General knowledge of Airline and airport codes.
12. Respond to and evaluate systems difficulties.
13. Aircraft cleaning if required
14. Any other duties associated with this job classification.
15. Must possess a D/A permit from the Airport Authority.
16. Assist passengers as required
17. Operate computer system as required.

### **AIRCRAFT CLEANER**

#### **Normal Duties:**

1. Directly responsible for the cleaning of the interior of the aircraft and other ancillary functions.
2. Responsible for the stock requirements and good housekeeping of the cleaning vehicles.
3. Responsible for the housekeeping of the stock make up area including but not limited to the make up of kits.
4. Responsible for the cleaning of the supply room and its inventory as directed by the Company.
5. Any other duties associated with this job classification.

## **TEAM LEADER**

Team Leader is not a separate classification. **The date of entry shall be used for seniority purposes between team leaders for schedule selection.**

### Normal Duties:

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

### Qualifications:

- a) Priority will be given to employees who are trained and qualified to work as Team Leaders.
- b) Must have thorough understanding of the job requirements of his classification.
- c) Must be able to organize job functions within his classification and direct and supervise other employees on performance of these functions.
- d) Must have the necessary qualifications related to his classification.
- e) Must be of good character, neat in appearance, and safety minded.

- f) Must obtain a valid "D" permit from the Airport Authority (exception will be given to Aircraft Cleaners). **All employees must obtain the "D" permit within sixty (60) days of becoming leads. It is agreed that upon attaining their "D" permit from the airport authority, employees will receive a one time lump sum bonus of one hundred dollars (\$100.00). All employees currently in possession of their "D" permit at the time of ratification will also receive this one time bonus.**

**The Company will create a "lead hand pool" of trained employees to serve as leads as required. Any employee in the lead pool cannot refuse to perform work as a lead when the Company requests. Employees trained in this manner must agree to be in the lead pool for a minimum of one (1) year. Only trained employees who elect to be on the lead pool list will qualify for lead duties. These leads will not be required to maintain a "D" license.**

## **ARTICLE 24 PROTECTION OF EMPLOYEES**

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

The Company will provide the following uniforms to all employees at no cost. Should an employee terminate in the first year, of his own accord, the total cost less fifty per cent (50%) of the uniform will be deducted from the employee's final pay cheque:

<u>Item</u>	<u>Quantity Full-Time</u>	<u>Quantity Part-Time</u>
Summer Gloves	two (2) pairs	two (2) pairs
Winter Gloves	two (2) pairs	two (2) pairs
Rain Gear	one (1) set	one (1) set
<b>Winter jacket</b>	one (1)	one (1)
Fleece	one (1)	one (1)
Shirts	four (4)	three (3)
Pants	three (3)	two (2)
Toque	one (1)	one (1)
Baseball Cap	one (1)	one (1)
<b>Knee pads</b>	<b>one (1)</b>	<b>one (1)</b>
<b>Shorts</b>	<b>two (2)</b>	<b>one (1)</b>

The items listed in the present section will be provided on an annual basis except **winter jackets** which will be issued every two (2) years.

#### 24.02 Safety Footwear Allowance

**The Company agrees to provide a safety footwear allowance (for CSA approved safety footwear upon presentation of a receipt) for employees once they have successfully passed their probationary period. This amount is eighty dollars (\$80.00) for full-time employees and fifty dollars (\$50.00) for part-time employees. Employees can access this benefit once a year after their initial entitlement on the anniversary of their hire date.**

**Employees are required to wear approved safety footwear for the entire shift. Any employee not wearing their safety shoes will be required to change. If they are unable to comply, they could be sent home without pay. Repeated failure to follow this policy will result in progressive disciplinary action.**



24.03 The Company agrees to provide all bargaining unit members with lockers.

## **ARTICLE 25 RENEWAL, AMENDMENT AND TERMINATION**

25.01 Except as otherwise provided herein, this Agreement shall be effective from July 30, **2010** until July 29, **2013** and thereafter shall continue from year to year unless either party gives notice in writing of its intention to terminate the Agreement or enter into negotiations for the purpose of amending the Agreement within a period of not less than thirty (30) days and not more than one hundred and twenty (120) days prior to any such yearly date of termination.

25.02 The Company will provide a translation of the present Collective Agreement at its expense. The parties will equally share the cost of printing the Collective Agreement in French and in English. It is understood that the English version shall be the official version for interpretation purposes.

25.03 The Company shall provide to all full-time employees after **one (1)** year of service, the possibility of participating in the Company's group RRSP plan. The details of this plan and the employer contributions are contained in Annex C to the present Agreement.

25.04 The Company shall provide five (5) **paid** sick days per employment year to every full-time employee as well as two (2) **paid** sick days per employment year to every part-time employee. Unused sick days can be carried over from one year to another, however, they cannot exceed two (2) weeks. Carry-over of sick days is intended to provide income protection when an illness or non work-related injury occurs. Therefore, unused sick days cannot be used for any other paid or unpaid absence and employees will not be paid any unused sick days at the time of termination of employment.

**Should an employee change status from full-time to part-time, he will be able to access the maximum sick days allowable under this new status. Sick days already taken will count towards this total. Employee moving from part-time to full-time status will not be able to access more sick time than the maximum full-time allotment. Should an employee move from part-time to full-time, his sick days would be prorated for the rest of the year based on a formula of 0.5 days/complete month, to a maximum of five (5), less any days already taken.**

25.05 If legislation is enacted which has an effect on the provisions of this Agreement or on the Company Policy which has a detrimental effect on the employees covered by this Agreement, the Union may initiate discussions with the Company regarding methods of alleviating such detrimental effects.

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

\_\_\_\_\_  
Andrew Chadwick  
Human Resources Manager

SWISSPORT CANADA  
HANDLING INC.

\_\_\_\_\_  
Claude Marano

\_\_\_\_\_  
Constantine Royannis

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

INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS

## ANNEX A

For the purposes of Article 18.06 of the Collective Agreement, the following individuals are the Team Leaders who shall benefit from the application of this article. The date appearing at the right is the date of their appointment as Team Leader:

- Constantine Royannis                      December 22, 2006
- Muhtashim Qureshi                         June 2, 2008

The date of their appointment as Team Leader shall determine their priority in respect of scheduling and vacation between Team Leaders.

**ANNEX B**

The following wages and premiums shall be applicable:

**RAMP AGENT - SALARY**

	Start	DA	12 months	18 months	24 months	36 months	48 months	60 months	72 months
July 30, 2010	\$10.45	\$10.96	\$11.39	\$11.56	\$11.82	\$12.17	\$12.54	\$12.91	\$13.30
July 30, 2011	\$10.56	\$11.07	\$11.51	\$11.68	\$11.94	\$12.29	\$12.66	\$13.04	\$13.43
July 30, 2012	\$10.60	\$11.18	\$11.62	\$11.80	\$12.05	\$12.42	\$12.79	\$13.17	\$13.57

**AIRCRAFT CLEANER - SALARY**

	Start	DA	12 months	18 months	24 months	36 months	48 months	60 months	72 months
July 30, 2010	\$10.00	\$10.45	\$10.88	\$11.07	\$11.31	\$11.66	\$12.01	\$12.37	\$12.74
July 30, 2011	\$10.10	\$10.56	\$10.99	\$11.18	\$11.43	\$11.77	\$12.13	\$12.49	\$12.86
July 30, 2012	\$10.20	\$10.66	\$11.10	\$11.29	\$11.54	\$11.89	\$12.25	\$12.61	\$12.99

**TEAM LEADER – RAMP - PREMIUM**

	Start
<b>July 30, 2010</b>	<b>\$3.00</b>

**TEAM LEADER – AIRCRAFT CLEANER - PREMIUM**

	Start
<b>July 30, 2010</b>	<b>\$2.75</b>

**If an employee's employment with the Company terminates, the employee must return his/her parking pass to the Company before leaving the Airport at the end of his/her last shift. Employees not at work during regular business hours will be required to return the pass the next business day. If an employee fails to do so, the Company will deduct the cost (as per the airport authority) of the pass from the final payment to the employee. Employees will authorize deductions from payroll for this purpose.**

**The Company requires all employees hired after this agreement is ratified to be paid via direct deposit.**

**SHORT TOWS:     \$12.00**

**LONG TOWS:     \$20.00 (for the purpose of this agreement, a long tow is a tow for which a "D" license is required).**

It is understood that no overtime will be computed on the Team Leader premiums except as in accordance with Article 18.06 for those Team Leaders whose name appears in Appendix A.

## ANNEX C

### RRSP Contribution

After **one (1)** year of service, the Company will match the contributions of full-time employees as follows:

1. **Up to \$55.00** per month, as of July **2010**.
2. **Up to \$60.00** per month, as of July **2011**.
3. **Up to \$65.00** per month, as of July **2012**.

## ANNEX D

The list of Rules and Regulations provided by the Company to the Union in accordance with subsection 3.02 (a) are the following:

- Diversity policy
- Equal employment policy
- Hiring of relatives
- Immigration
- Conflict of interests
- Outside employment
- Access to personal files
- Employment reference checks
- Personal data change
- Medical leave
- Smoking policy
- Use of company vehicles
- Use of company phones, faxes and computers
- Employee workplace conduct
- Alcohol use
- Attendance and punctuality
- Solicitation in the workplace



## **LETTER OF AGREEMENT NO. 1**

**between  
The District 140 of the IAMAW  
and  
Swissport Canada Handling Inc. Montréal**

### **Split Shifts**

Having regard to the fluctuations of the business, the employer shall endeavour to maintain as many existing full-time positions as possible. In order to do so, the parties agree that the Company may continue to have full-time employees working on split shifts where it is not possible to create full-time shifts in accordance with Article 17.01 a).

The following criteria will be followed:

- ◆ Split shifts for full time employees will only be used until such time that the schedule makes it possible to create schedules as per Article 17.01 a).
- ◆ Such full time employees will therefore, be entitled to all full time benefit plans.
- ◆ Split shift opportunities shall be added to the normal regular full time bid process and are open to all full time employees by seniority.

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

\_\_\_\_\_  
Andrew Chadwick  
Human Resources Manager

SWISSPORT CANADA  
HANDLING INC.

\_\_\_\_\_  
Claude Marano

\_\_\_\_\_  
Constantine Royannis

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

INTERNATIONAL  
ASSOCIATION OF  
MACHINISTS AND  
AEROSPACE WORKERS