

COLLECTIVE AGREEMENT

BETWEEN

HANDLEX INC.

(hereinafter referred to as the Company)

AND

**RAMP,
CABIN SERVICES and
GROUND SERVICE MAINTENANCE
IN VANCOUVER
AND
CABIN SERVICES IN TORONTO
CANADA**

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION
AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

AND ITS LOCAL 2002

(hereinafter referred to as the Union)

**CAW  TCA
CANADA**

MARCH 01, 2011 TO FEBRUARY 28, 2014

14169 (03)

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ARTICLE 1 PREAMBLE & PURPOSE

- 1.01** This agreement is made and entered into by and between Handlex, hereinafter referred to as the Company, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada), Local 2002, hereinafter referred to as the Union.
- 1.02** The purpose of the Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, and means by which complaints, grievances and disputes shall be disposed of promptly and equitably.
- 1.03** The waiver of any of the provisions of this Agreement or the breach of any of its provisions by any of the parties shall not constitute a precedent for any further waiver or for the enforcement of any further breach.
- 1.04** 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and agreed that all previous Agreements, whether oral or written, by and between the Company and the Union are superseded by this Agreement.
- 1.05** It is agreed between the parties that there will be no strikes or lockouts so long as this Agreement continues to be in effect pursuant to Article 22.
- 1.06** The English and French versions of this document are both official. In the event there is a difference between the English and French versions, preference shall be given to the version in which the Collective Agreement was negotiated (English).

ARTICLE 2 DEFINITIONS

- 2.01** **Agreement** - means the collective agreement in effect, including amendments or interpretations thereto agreed upon and covered by letters signed/confirmed by responsible Company and Union Officers/Representatives.
- 2.02** **Company** - Handlex Inc. as represented through Officers and Management at various levels or their delegated representatives.
- 2.03** **Employee** - means any person in the employ of the Company who is within the bargaining units covered by this Agreement.
- 2.04** **Lock-out** - means the closing of a place of employment, a suspension of work or a refusal by the Company to continue to employ a number of employees, done to compel those employees, or to aid another employer to compel its employees to agree to terms or conditions of employment.
- 2.05** **Strike** - means 1) a cessation of work, or 2) a refusal of work, or 3) a

refusal to continue to work, or 4) an act or omission that is intended to or does restrict or limit production of services, by employees in combination, or in concert, or in accordance with a common understanding, for the purpose of compelling the Company to agree to terms or conditions of employment, or of compelling another employer to agree to terms or conditions of employment of their employees, and to strike has a similar meaning.

- 2.06** **Union** – means the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW - Canada) and its Local 2002
- 2.07** a) **Base** - means Toronto and Vancouver
- b) **Location**- a place of business within a base
I.e. Toronto-Pearson International Airport
Vancouver Airport
- 2.08** **Shift** - means a period of time within a day as described in the shift schedule for which an employee is required to work.
- 2.09** **Shift Schedule** - means a projection of all employees' shifts with regards to days worked and days off including shift starting and terminating times over a specific period of time.
- 2.10** **Qualified** – means capable of performing the work.
- 2.11** **Overtime** – shall be all time worked in excess of the employee's scheduled hours and all time worked on a general holiday pursuant to article 12.

ARTICLE 3 UNION RECOGNITION

- 3.01** a. The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Handlex classified as Passenger Service Agents at Toronto Pearson Intl. Airport and Vancouver International Airport (as described on Certificate #9126-U, Vancouver only) excluding Managers, Supervisors and those above, and Office Staff.

b. Reorganization of the Company

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.

3.02 The Company will not schedule non-bargaining unit employees to perform the duties of any employee covered by this Agreement except due to unforeseen operational requirements or where a situation requires immediate action, which could not be planned for nor reasonably predicted. Should there be a requirement for the Company to perform any bargaining unit work due to the above reasons, the supervisor shall contact a union representative, or in the event a union representative is not available, the senior employee on shift, and give valid reasons why their assistance is required prior to performing any bargaining unit work.

3.03 Union Leave

Subject to operational requirements, time off for Union business will be granted by the Company to an employee at no cost to the Company. Where possible, the Union shall provide the Company with at least one (1) week's written notice advising the date and duration of such time off. The employee shall be kept on the Company's payroll and the Union shall be billed at straight time for time off.

3.04 The Union Bargaining Committee shall be granted the time off work, with pay, to conduct the business of negotiations with the Company for a new Collective Agreement. The Bargaining Committee shall **be comprised of three (3) employees from each location** whose names are to be submitted to the Company in writing.

3.05 a. The Company will provide paid time-off, at straight time rates, for Union Representatives to conduct Union business. The total paid time off will be equal to twenty (20) hours per week, and the Union will divide the hours between the three (3) locations. Union members on paid leave of absence will be governed by the terms of Article 5.01 with regard to wage progression and the terms of Article 13 with regards to vacation pay. In addition all benefits shall continue and be paid for by the Company. YVR current:

<u>Number of Employees</u>	<u>Paid Union time-off</u>
<u>Less than 200</u>	<u>4 Hours @ week</u>
<u>More than 200</u>	<u>10 Hours @ week</u>

b. The Union shall notify the Company in writing of the names of its designated representatives and the District Chairperson, and of any changes in the personnel thereof.

3.06 a. The Company and the Union District Chairperson or designate and one local Union Representative shall meet when necessary to discuss matters pertaining to the interpretation, application or administration of this Agreement.

b. The party requesting the meeting shall give reasonable notice thereof

and the meeting will be scheduled by the Company so as not to unduly disrupt its business operations. In addition, the party requesting the meeting shall prepare an agenda of matters to be discussed. The Company will schedule a meeting no later than fifteen (15) calendar days following notice of this request for a meeting

3.07 The Company recognizes that the necessity to perform the role of a Union Representative or District Chairperson in the settlement of a complaint or grievance, can commonly arise during their regularly scheduled working hours and agrees that, within reason, he/she shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving their regular Company duties to attend to such matters he/she shall obtain permission of his/her immediate Supervisor, such permission not to be unreasonably withheld, and when resuming his/her regular duties he/she shall report to the Supervisor.

3.08 The District Chairperson and Union Representatives shall perform the functions herein provided in such manner as to promote good order and discipline and with the least possible interference with the regular duties of their employment.

3.09 Bulletin Boards

The Company will supply and maintain one (1) glass enclosed (with lock and one set of keys) bulletin board for the posting of Union notices at each location. The use of the bulletin board shall be restricted to the business affairs of the Union and are to bear the signature of designated employee representative or a member of the Executive of the Local or National Union. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

3.10 Union Office

The Company will supply the Union with adequate space to allow union members to meet with union officers in privacy.

ARTICLE 4 MANAGEMENT RIGHTS

4.01 The Management of the Company and the direction of its employees are vested exclusively in the Company and shall not in any way be abridged except as specifically restricted in this Agreement.

4.02 The Union acknowledges that it is the exclusive function of the Company:

a. To maintain order, discipline and efficiency, to establish and enforce reasonable Company rules, and to discipline, suspend and discharge employees for just cause.

b. To hire new employees, retire, classify, direct, promote, demote,

transfer assign shifts and increase and decrease the work force from time to time.

- c. Generally to manage the enterprise in which the Company is engaged and without restricting the generality of the foregoing, to establish the schedules of work, the right to determine the number of employees needed by the Company at any time, the kinds of machines, tools and equipment to be used and to establish company policy and procedures required for the efficient conduct of its business.
- d. To make and alter from time to time reasonable rules and regulations to be observed by its employees that shall not be discriminating in nature.

4.03 These enumerations shall not be deemed to exclude other prerogatives not herein enumerated, and any of the rights, powers or authority the Company had prior to the signing of this Agreement are hereby retained by the Company.

4.04 Such rights will be exercised in a manner that is not inconsistent with the provisions of this Agreement.

4.05 It is agreed and understood that nothing in the foregoing will detract from the right of an employee or the Union to initiate a grievance in the manner provided for in this Agreement.

ARTICLE 5 EFFECTIVE RATES OF PAY & PREMIUMS

5.01 Ramp

Length of Service	Minimum Hours	Effective March 01, 2011 2%	Effective March 01, 2012 2%	Effective March 01, 2013 2%
0-6 Months		\$10.40	\$10.61	\$10.82
6-12 Months	480 hours	\$10.71	\$10.92	\$11.14
12-18 Months	960 hours	\$11.69	\$11.92	\$12.16
18-24 Months	1440 hours	\$12.23	\$12.47	\$12.72
24-30 Months	1920 hours	\$12.67	\$12.92	\$13.18
30-36 Months	2400 hours	\$13.37	\$13.64	\$13.91
36-48 Months	3360 hours	\$14.13	\$14.41	\$14.70
48-60 Months	4320 hours	\$14.89	\$15.19	\$15.49
60+	5280 hours +	\$16.87	\$17.21	\$17.55

- **Aircraft Services**

Lenth of service	Minimum Hours	Effective March 1st 2011	Effective March 1st 2012	Effective March 1st 2013
		2%	2%	2%
0-6 months		\$10.55	\$10.76	\$10.98
6-12 months	480	\$10.82	\$11.04	\$11.26
12-18 months	960	\$11.09	\$11.31	\$11.54
18-24 months	1440	\$11.36	\$11.59	\$11.82
24-30 months	1920	\$11.90	\$12.14	\$12.38
30-36 months	2400	\$12.17	\$12.41	\$12.66
36-42 months	2880	\$12.66	\$12.91	\$13.17
42-48 months	3360	\$13.20	\$13.46	\$13.73
48-54 months	3840	\$14.39	\$14.68	\$14.97
54-60 months	4320	\$14.71	\$15.00	\$15.30
60 + months	5280	\$15.93	\$16.25	\$16.57

Ground Service Maintenance

Length of Service	Minimum Hours	Effective March 01, 2011	Effective March 01, 2012	Effective March 01, 2013
		2%	2%	2%
0-6 Months		\$10.40	\$10.61	\$10.82
6-12 Months	480 hours	\$10.71	\$10.92	\$11.14
12-18 Months	960 hours	\$11.69	\$11.92	\$12.16
18-24 Months	1440 hours	\$12.23	\$12.47	\$12.72
24-30 Months	1920 hours	\$12.67	\$12.92	\$13.18
30-36 Months	2400 hours	\$13.37	\$13.64	\$13.91
36-48 Months	3360 hours	\$14.13	\$14.41	\$14.70
48-60 Months	4320 hours	\$14.89	\$15.19	\$15.49
60+	5280 hours +	\$16.87	\$17.21	\$17.55

- March 1st 2011: 2% and 1% lump sum payable to employees employed with Handlex at the date of ratification within 60 days of that date (this lump sum is established on their 2010 revenues).
- For the expired period of April 2010 to March 01, 2011, all YVR employees and all YYZ Cabin Service employees employed with Handlex at the date of ratification will be paid within 60 days an additional 2% lump sum established on their earned income during that period (April 2010 being the expiration date of the collective agreements applicable to eligible employees).

5.02 Longevity Pay:

- Employees with seven (7) years of service will receive an additional **\$0.20** per hour
- Employees with eight (8) years of service will receive an additional **\$0.50** per hour
- Employees with nine (9) years of service will receive an additional **\$0.75** per hour

5.03 Premiums:

- Any employee obtaining their D/A Driving Permit within the first six (6) months of hiring shall receive an additional **\$0.25** premium from the date of obtaining such permit. Following completion of six (6) months and four hundred and eighty (480) hours, they shall progress to the next wage scale.
- Deep groom premium: any employee performing deep groom work shall be paid a premium of **\$0.60** per hours for all hours worked in deep groom work.
- Any employee assigned to perform Lav/Water shall be paid **\$1.10** premium for all hours work as a lav/water technician.

5.04 Split shift premium:

For all scheduled split shifts, there will be a premium of **\$9.00**

YVR current:

For all scheduled split shifts, there will be a premium of \$9.00 (effective once the number of employees in the bargaining unit reaches 250)

5.05 Night Premium:

The Company will pay a shift premium for all hours worked between 2200hrs to 0600hrs. The rate is **\$0.40/hour**.

ARTICLE 6 HOURS OF WORK, SHIFT SCHEDULES, MEAL AND REST PERIODS

6.01 Nothing in this Article shall be construed as a guarantee or a limitation on the hours of work per day or week.

6.02 The Company agrees to staff its operations with permanent employees maximizing the shift line hours wherever possible per week, whenever a reasonable degree of employee utilization can be achieved. It is recognized however, that with the fluctuating flight schedules, varying the work hours may be more desirable.

6.03 a. In no case shall the standard work week consist of less than 20 hours and no more than 40 hours per week.

b. Hours of work may vary to accommodate flexible shift schedules (e.g. 4 days on /4 days off, 4 days on /3 days off, 3 days on/ 4 days off, etc).

c. An employee who is scheduled to work twelve (12) consecutive hours shall be entitled to one (1) thirty (30) minute **paid** meal break and two (2) fifteen (15) minute paid rest breaks, and one (1) twenty (20) minute paid rest break, to be taken equally throughout the shift.

d. An employee who is scheduled to work between ten (10) but less than twelve (12) consecutive hours in a day shall be entitled to one (1) thirty (30) minute **paid** meal break and three (3) fifteen (15) minute paid rest breaks, to be taken equally throughout the shift.

e. An employee who is scheduled to work eight (8) but less than ten (10) consecutive hours in a day shall be scheduled to take one (1) thirty (30) minute **paid** meal break starting from the end of the third (3rd) and before the end of the fifth (5th) hour of the shift. In addition employees shall be granted one (1) fifteen minute paid rest break in each half of their scheduled shift.

f. An employee who is scheduled to work six (6) but less than 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.

g. Employees who are scheduled to work between four (4) and six (6) hours will be entitled to one (1) twenty (20) minute paid rest break.

h. Employees shall be paid a minimum of four (4) hours for each shift worked and a minimum of twenty (20) hours per week. "Breaks will be scheduled within 1 hour 15 minutes either side of the midpoint of the 4 hours shift, unless agreed mutually

between the company and the union locally.

6.04 Shift Schedules

- a. The Company will develop shift schedules to meet its contractual commitments and to cater to the fluctuations and changes in airline schedules. **The Shift Scheduling Committee (2 members at each location), appointed by the union, will be given 2 days to review and finalize the bids.** The seniority of employees will be considered when scheduling hours of work and days on and off. The Company shall accept the Shift Scheduling Committee's alternate schedule provided it meets the Company's requirements at no additional cost. The Shift Scheduling Committee will be given time off with pay, to a maximum of (increase the number of hours in the current collective agreements by 50%). Any unused hours will be transferred to Union time off (as outlined in Article 3.05a) for the next month. Vancouver Shift Scheduling Committee is entitled to 5 hours per collective agreement.
- b. Days off will be consecutive with a minimum of two (2) days off per week for employees scheduled 32 hours or more. For employees scheduled less than 32 hours, the company and the union will make every effort to accomplish consecutive days off.
- c. Shift schedules will indicate work function, start/stop times and days off/on. **Reintroduce the functions in brackets and add vacation bid block.**
- d. Shift schedules will indicate work function start/stop times and days off/on. No employee working courtesy shall be required to work more than four consecutive hours unless they choose to. The Company shall make all efforts to rotate qualified agents through the various work functions i.e. check-in, gates, arrivals, and courtesy.

6.05 Shift Bidding

- a. Permanent employees will bid their shift schedule according to seniority.
 - b. Schedule bids:
 - i. Employees will be given ninety-six (96) hours but not less than seventy-two (72) hours to submit their bids.
 - ii. Final schedules will be given to employees at least one hundred and twenty (120) hours but not less than seventy-two (72) hours prior to the start of the new schedule. The Company will post the final base schedule in full view for the employees, and if any employee should request a copy, such copy shall be provided for them.

iii. It is agreed that when the company is not going to meet the timeline outlined in i & ii above, they will give the union as much notice as possible. Employee's schedules will be prolonged on the previous schedule until they have met the timelines in this article.

- c. When shifts are rebid at schedule change, and as a result an employee works in excess of the regular work week, the following equalization of time will apply:

Works in excess of six (6) consecutive days, entitled to one (1) day off.

The employee will be paid his/her regular rate of pay for the hours taken off if the hours cannot be replaced within thirty (30) days. The employer shall ensure that when replacing the hours, they will be given in no less than four (4) hour blocks, and will respect the regulations set in Articles 6.04(b)(c) as well as not incurring overtime (i.e. the employee will not be required to work in excess of eight (8) hours a day or forty (40) hours per week).

6.06 The Company may alter the schedule to accommodate minor airline schedule changes. The Company must provide thirty-six (36) hours notice of the change. If thirty-six (36) hours notice is not given by the Company, then the rescheduled employee shall receive one and one half times (1 1/2X) their regular rate of pay for any time that is changed from the original schedule. An employee shall be paid his/her regular rate of pay for any shifts or hours that are cancelled if the shift or hours cannot be replaced within thirty (30) days. **In any situation, if the employee does not receive at least 12 hours notice of cancellation, the shift may not be cancelled.**

6.07 **Additional hours that are available after the shifts are awarded, eg. vacation, short-term disability, leave of absence, etc. shall be offered to employees provided they are qualified and the additional hours will not result or cause overtime.**

The additional hours will be offered in accordance with the following provisions:

- 1. In seniority order to employees who volunteer.**
- 2. All remaining hours shall be offered to temporary employees, if there are not sufficient volunteers the shifts will be assigned in reverse order of seniority to the temporary employees.**
3. The remaining shifts will be assigned in reverse order to permanent employees who are qualified and not scheduled to work.

Under no circumstances shall the employee's regular hours and additional hours exceed 40 hours per week.

The Company will not change the original shift as scheduled on the employee's bid, e.g. days on, starting time of the original shift.

For clarification purposes:

Original shift is 1200-1600; additional hours are 0800-1200. The employee commences at 0800.

NOTE: In line with the abolition of the status, parties agreed that for the purpose of Blue Pass Policy, the employees are considered full time.

6.08 If an employee is unable to receive a minimum rest period of ten (10) hours due to a draft or extension situation, the employee may choose:

- a. To report for their next shift as scheduled and receive overtime at the rate of one and one half times (1 1/2X) their regular rate of pay for the hours of insufficient rest, or
- b. Not to report for duty until the ten (10) hours have elapsed and the employee shall suffer no loss of pay, nor have their shift changed, for the purpose of this article only.

6.09 Shift Trades

Employees may arrange for another employee to work their shift subject to the following conditions:

- a. The employee covering the shift must be qualified and capable of performing the work.
- b.
 - i. Employees shall record shift trades and any cancellations in advance. These arrangements will be confirmed in writing and initialled by all the employees involved with such a trade. All requests will be provided to management in writing at least twenty-four (24) hours in advance. Once the company approves the change, the employee(s) who agree(s) to work the shift assumes full responsibility for the exchanged shift and the shift becomes part of the employee's shift schedule. Without limiting the scope of Article 7.05, shift trades will not cause overtime.
 - ii. 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.
 - iii. Shift trades submitted during the first week after the schedule has been awarded must be approved by the company in a

timely fashion, not exceeding 5 working days. For the remainder of the month, the company has up to 3 working days. In no way can these maximum days allowed limit Article 6.09b(i).

iv. Shift trades may be provided in writing at least twelve (12) hours in advance provided management is present to accept and approve the change.

c. The Company and Union recognize that an employee's entitlement to exchange shift is not intended to allow the employee, for all intents and purposes, to trade his/her job away.

ARTICLE 7 OVERTIME, RECALL & TIME BANK

7.01 A workday will be a twenty-four (24) hour period beginning at midnight. All time worked in any tour of duty, including overtime and recall, will be considered as work performed on the workday on which the shift or recall began.

7.02 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 could not be obtained and the duties were essential to continued operation and/or service to the customer.

7.03 It is recognized that occasionally, employees will 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 that become delayed for arrival or departure into periods when no other employee is scheduled to work, or when there is an unplanned workload that cannot be deferred. In no event, however, will an employee be required to work the equivalent of a double shift or work beyond sixteen (16) hours within a twenty-four (24) hour period. If an employee works beyond twelve (12) hours at the request of the Company, then the employee shall be paid at two (2) times their regular hourly rate of pay for all hours worked in excess of twelve (12) hours.

Note: Employees who are scheduled to work twelve (12) hours on any shift and chooses to work overtime shall be paid at one and one-half (1 1/2X) their regular hourly rate of pay for all hours worked up to the sixteenth (16th) hour. Any additional hours beyond sixteen that the employee chooses to work will then be paid at two (2) times their hourly rate of pay.

7.04 Overtime and recall shall be distributed among the employees qualified to perform the work necessitating overtime, as equitably as practicable,

without limiting the scope of Article 7.03.

Overtime will be offered in accordance with the following provisions:

- a. Overtime will be offered to volunteers on shift if overtime is consecutive with their shift
- b. Remaining overtime will be assigned to qualified employees who have placed their names on the overtime volunteer list
- c. Overtime remaining unassigned after the foregoing will be assigned in reverse order of seniority to employee(s) on shift.
- d. Once that process has been exhausted, any remaining overtime will be assigned to employee(s) in reverse order of seniority on scheduled days off.
- e. The Company shall keep a log book of all overtime offered in Article (a), (b), (c), (d), which will be available to the Union for review.

7.05 Overtime – Employees shall be compensated for all authorized overtime worked at one and one half (1 ½) their regular hourly rate for hours worked in excess of eight (8) hours per day or in excess of forty (40) hours per week. If the Company fails to abide by the rules of Article 7.04, all hours worked under a draft situation shall be paid at the appropriate overtime rate. “An employee drafted to remain beyond 2 hours of the termination of his/her shift will be compensated with an increase of 50% of the applicable rate of pay without exceeding two (2) times the regular rate of pay.”

Employees who work over twelve (12) hours per day will be compensated at two (2) times their regular hourly rate of pay. In Accordance with Article 6.03b, this provision does not prevent the company from scheduling workdays in excess of eight (8) hours without overtime premium pay.

An employee who works in excess of three (3) hours after their shift and is continuous with their regular shift shall be given an additional twenty (20) minute paid rest break that is to be taken prior to the commencement of the overtime **and a meal allowance of fourteen (14\$) dollars. will be added to the employees pay cheque**

- 7.06**
- a. Recall: If an employee is requested and chooses on a voluntary basis to work on a regular work day not consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at straight time hours.
 - b. If an employee is drafted to work on a regular work day not

consecutive with his/her shift, or to work on a day off, the employee will be paid a minimum of four (4) hours at time and one half (1 ½ X).

- c. Shift Sign-Up: The Company will post notices of open shifts available by classification, date and shift where such additional hours are known more than twenty-four (24) hours prior to the start of the shift. Qualified employees in the classification may sign-up for such hours. The hours will be awarded as equitably as practicable amongst those employees who would not be entitled to overtime. For hours known less than 24 hours prior to the start of the shift the article 7.04 will apply.

7.07 Time Bank

Employees shall have the ability to utilize a time bank for the purpose of recording time credits and their subsequent use.

- 7.08** The maximum hours in the time bank shall not exceed eighty (80) hours at any given time.

- 7.09** 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. **Employees may also receive payment from the time bank (minimum 10hrs). Payment withdrawals are only permitted twice per year. Such payment shall be made on the pay period following the request.**

- 7.10** For each full shift(s) that an employee wishes to take off, he/she shall make a request in writing. When approval is considered, requests for identical time off shall be granted in order of receipt of request. Verbal approval may be given initially but in any case the approval shall be confirmed in writing twenty-four (24) hours of the giving of the verbal approval stating the period of time granted off.

- 7.11** Procedures for time off of less than one (1) full shift shall be developed at each location.

ARTICLE 8 PROBATION

- 8.01** Employees hired into any classification covered by this Agreement and Company personnel entering into any classification covered by this Agreement will be required to serve a probationary period of one hundred and twenty (120) calendar days of service, excluding any period of absence of seven (7) calendar days or more.

- 8.02** The Company has the right to release employees before the probationary period ends if they are found to be unsuitable for continued employment.

The termination of a probationary employee shall not be subject to the arbitration procedure contained in Article 18.

ARTICLE 9 SENIORITY

- 9.01** Company Seniority means the length of service with the Company and shall commence from the most recent date of hire to the Company.
- 9.02** Classification Seniority for both full and part time will commence from the most recent date the employee commenced work within the bargaining unit.
- 9.03** The Company will post seniority lists at three (3) month intervals, on January 15th, April 15th, July 15th, and October 15th, and will provide the Union office and Union Representative with one (1) copy each. It shall be the responsibility of each individual employee to ensure that his/her seniority as listed is correct. Employees shall have fourteen (14) days from the first day of posting to grieve for the purpose of having the seniority list corrected, after which time, the list will not be changed. Employees on vacation, approved leave of absences, or sick leave at the time of posting will have fourteen (14) days from their return to work to seek corrections.
- 9.04** In the event that more than one employee in the classification has the same seniority date, the employee with the longer Company seniority will be considered senior and in the event of equal Company seniority employees will have their seniority placement determined by the process of random selection.
- 9.05** Seniority will be maintained and accumulated except as provided for in the following:
- a. Resigns or is terminated for cause.
 - b. Laid off for a period of more than three (3) years.
 - c. After filling a position outside the scope of the agreement for a period of more than one hundred and twenty (120) calendar days over the life of the current collective agreement.
 - d. Fails to return from layoff under the recall provisions.
 - e. An employee is absent for three (3) consecutive scheduled working days without notice to the Company, except when physically impossible to give such notice.

ARTICLE 10 TRANSFERS & FILLING OF VACANCIES

- 10.01** When a new base is established in any classification covered by this Agreement, all employees will be advised by way of a notice of vacancy that will set out the classification, status (full-time or part-time), the base, location, and the commencement date of the job and the closing date for applications. Such notice of vacancy will be posted on the appropriate bulletin board(s) for a specified period of at least seven (7) calendar days duration and will be copied to the Union District Chairperson.
- 10.02** Employees wishing to fill a posted vacancy will apply, in writing, in accordance with the instructions contained in the Notice of Vacancy. The Company will provide a copy of the application to the Union District Chairperson.
- 10.03** In the event an employee expects to be absent during the period when a notice of vacancy will be posted he/she may file a letter of preference, copy to the Union District Chairperson, indicating his/her desire to transfer and such will be considered as an application to transfer as described in Article 10.02.
- 10.04** Employees who are interested in changing status (i.e. part-time to full-time or vice versa), or moving to another base or location, shall file a Letter of Preference with the Personnel Department. Employees will list, in order of preference, the status and location to which they wish to move.
- 10.05** Vacancies other than those in Article 10.10 will be awarded in order of classification seniority to the senior applicant, first in the location in which the vacancy occurs, and then from the base in which the vacancy occurs, and then from another base. The employee must have a valid Letter of Preference on file. Letters of Preference are valid for a period of one (1) year from the date of receipt or until it has been withdrawn by the employee. Once an employee has moved on a letter of preference, he/she will be required to remain in the new status for a minimum period of six (6) months.
- 10.06** Employees filling vacancies in the Dorval and Mirabel Airports may be subject to possessing the ability to work in both official languages.
- 10.07** The employee will be given no less than seven (7) calendar days notice of a transfer. Employees accepting a transfer to another base will be given no less than fourteen (14) calendar days notice of transfer unless mutually agreed to between the Company and the employee.
- 10.08** When an employee is transferring between bases, space available air transportation will be provided to the employee and their spouse and dependant children at no cost as provided in the current Company policy.
- 10.09** All notices to an employee under this Article will be in writing, copied to the Union District Chairperson.
- 10.10** **Job postings for Leads**

- a. All bargaining unit vacancies will be posted for a period of seven (7) calendar days on the Company bulletin board giving details of the job functions and the rate of pay. Employees desiring such positions shall apply with a letter of preference.
- b. Filling of vacancies will be awarded in order of classification seniority and ability to perform the work, first in the location in which the vacancy occurs, and then from the base, and then from another base.
- c. Trial Period
When an employee moves to a specialized area, he/she will be required to serve a ninety (90) day trial period. If during this period the employee is unable to satisfactorily perform the duties, he/she may return or be returned to his/her former position.

10.11 Positions Outside the Bargaining Unit

- a. Employees filling temporary positions under Article 9.05c shall return to the bargaining unit to their original position and location.
- b. Employees working in specialized areas (i.e. lead, operations, flight editors, etc.) filling in permanent positions under Article 9.05c shall return to the bargaining unit to their original position and location provided there is a vacancy.
- b. In the event that an employee who worked in a specialized area (i.e. lead, operations, flight editors, etc.) is returning to the bargaining unit and a vacancy does not exist in their original position, that employee will be permitted to return to his/her location.
- d. An employee who was not able to return to his/her original position under Article 10.11b shall have the first right of recall for any future vacancies that may become available in his/her original position.

ARTICLE 11 LAY-OFF & RECALL

11.01 Staff reduction at a base or location will be made in accordance with the following:

11.02 If an over staff situation exists in a status within a location, the following sequence of events will occur until the situation is corrected:

- a. EITHER use his/her seniority to displace the most junior employee in any other status within the location, OR
- b. Use his/her seniority to displace the most junior employee in any other status within the base, OR

- c. Use his/her seniority to displace the most junior employee in any other status in the system, OR
- d. Accept a temporary position, OR
- e. Accept lay-off with right of recall in his/her own location, OR
- f. Accept lay-off with right of recall in his/her own base, OR
- g. Elect termination of service 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*

Seniority provisions may be restricted by mutual agreement between the Company and the Union when retraining or relocation costs are not workable under the given circumstances of a layoff.

- 11.03** Employees affected during a staff reduction will be given fourteen (14) calendar days written notice of layoff and shall be advised of their options. They must then advise the Personnel Office in writing within seven (7) calendar days of this notice of their election(s) and their order of preference if there is more than one option
- 11.04** An employee who is being relocated to another base under the provisions of Article 11.02 shall be given up to thirty (30) calendar days without pay from date of acceptance to report to the new base.
- 11.05** Employees relocating to another base under the provisions of Article 11.02 will receive space available air transportation for their spouse and dependant children as provided in the current Company policy.
- 11.06** In any event, an employee affected or displaced by staff reduction(s) will be advised of his/her circumstance within seven (7) calendar days following original notification.
- 11.07** Employees, when laid off, must file their address and telephone number with the Personnel Department and must advise that Department in writing of any subsequent change.
- 11.08** Recall from layoff will be in accordance with the following:

Where the Company declares that a vacancy exists in a status at a location, the following procedures will be used in the sequence shown until the vacancy is filled:

- 1) Recall the senior employee holding recall rights in that location. If the employee was laid off in the same status as the vacancy and refuses the recall, he/she shall lose all seniority and right of recall. If the employee was laid off in the other status from the vacancy and refuses recall, he/she shall retain all seniority and right of recall. In either

case, the position will be offered to the next most senior employee holding the necessary recall rights.

- 2) Award the position to the senior employee in another location who has a valid Transfer Request to that location and status on file in the Personnel Office.
- 3) Hire a new employee.

- 11.09** Employees will be notified by the Company when being recalled from lay-off.
- 11.10** The notified employee must advise the Company within twenty-four (24) hours after having received the registered mail notice, if he/she wishes to accept the recall. The employee shall reply to local management and send a copy of same to the Personnel Department.
- 11.11** Recalled employee must report for duty within ten (10) calendar days from the date of advising the Company of their intent to return.
- 11.12** Failure to comply with Articles 11.10, 11.11 will result in the employee's name being removed from the seniority list and the employee will be considered as having resigned from the service of the Company with consequent loss of all rights and privileges.
- 11.13** Copies of all correspondence relating to Article 11 shall be sent to the Union District Chairperson by the person originating that piece of correspondence.

ARTICLE 12 STATUTORY HOLIDAYS

- 12.01** The following Statutory Holidays shall be observed:

New Year's Day	Thanksgiving Day
Good Friday	Civic Holiday (Ontario and British Columbia)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	St. Jean Baptiste (Quebec)

Remembrance Day

- 12.02** An employee who is scheduled to work a Statutory Holiday shall receive one and one half times (1 1/2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday (1/20 of the gross wages of the preceding 30 days). **An employee who is drafted to work on Christmas Day, Boxing Day and/or New Year's Day shall receive two times (2x) his/her regular rate of pay for the hours worked in addition to the paid Statutory Holiday.** An employee who is scheduled to work a Statutory Holiday may submit in writing their request for an

alternate day off to be taken within thirty (30) days of the Statutory Holiday. Such request shall be made at least 2 weeks in advance of such date being requested. Approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20th of their gross wages of the preceding thirty (30) days on the requested day off.

12.03 In the event that an employee's regular scheduled day off falls on one of the above listed Statutory Holidays, or he/she is on vacation, he/she may submit in writing their request to have an alternate day off at least 2 weeks in advance of such date being requested within thirty (30) days of the Statutory Holiday. Such approval shall be subject to operational requirements and will not be unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least seven (7) calendar days in advance of the requested date. The employee shall receive 1/20 of their gross wages of the preceding thirty (30) days on the requested day off.

12.04 Notwithstanding the above, an employee may choose to accumulate Statutory Holidays up to 5 days off to be taken in the first 6 months and the last 6 months of each calendar year. Request to accumulate Statutory Holidays shall be given to the Company in writing no later than January 15 and June 15 each year. Such approval shall be subject to operational requirements and will not unreasonably withheld but approval will be deemed to have been granted if notice to the contrary is not provided to the employee by the Company in writing at least fourteen (14) calendar days after such request is tendered. The employee shall receive 1/20 of their gross wages of the preceding six (6) months on the requested days off.

ARTICLE 13 ANNUAL VACATIONS

13.01 The vacation year shall commence January 1st in any year and terminate on December 31st of the same year. Vacation entitlement accrued in the current vacation year will be taken in the subsequent vacation year.

13.02 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have less than one 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 31st. Holiday entitlement shall be one (1) day per completed calendar month up to ten (10) working days.

13.03 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have one year or more continuous service (or whose seniority is equivalent to one (1) year or more) shall receive

vacation pay calculated at the rate of four percent (4%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to two (2) weeks (10 working days) vacation.

13.04 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have five (5) years or more of continuous service (or whose seniority is equivalent to five (5) years or more) shall receive vacation pay calculated at the rate of six percent (6%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending on December 31st and shall be entitled to three (3) weeks (15 working days) vacation.

13.05 Employees who, at December 31st of the year preceding the year in which the vacation is to be taken, have ten (10) years or more of continuous service (or whose seniority is equivalent to ten (10) years or more) shall receive vacation pay calculated at the rate of eight percent (8%) of their gross annual earnings with the Company for the period of their employment during the twelve (12) months ending December 31st and shall be entitled to four (4) weeks (20 working days) vacation.

13.06 Selection

The Company will post a list of available vacation periods by November 1st of each year so that employees may select their vacation period for the upcoming year. Employees will be required to submit their choice of vacation period to the Company by November 30th. The Company will post an approval list of awards no later than December 15th.

13.07 The Company may limit vacation during the Christmas and New Year period (December 16th through to and including January 15th).

For further clarification, the employer may choose not to include excess vacation blocks during this period.

13.08 An employee may split their vacation entitlement into blocks of not less than one (1) week. In such case, an employee's first preference will be in order of classification seniority, with the awarding of his/her subsequent preferences occurring only after all other employee's have made their selection. These subsequent preferences will be awarded in order of classification seniority.

*For purpose of clarification, a week does not have to start on Sunday but may start mid-week
e.g. Sunday to Saturday inclusive
Wednesday to Tuesday inclusive
Etc*

13.09 Employees who fail to designate their choice of vacation dates prior to the time described in 13.06 will be awarded dates after all other employees have been assigned.

13.10 Vacation periods, which are not bid or become available subsequent to the process in Article 13.08, will be offered to employees according to the provisions of this Article.

13.11 Vacation Pay

Employees will receive vacation pay at the time of their scheduled vacation. In addition at the employee's request, a separate cheque will be issued by the Company for any vacation only once per calendar year.

13.12 An employee who is unable to commence his/her scheduled vacation period due to injury, illness including W.S.I.B. or jury duty may reschedule his/her vacation to a later available period.

13.13 In the event that an employee leaves the employ of the Company before the employee takes his/her annual vacation, the employee shall be paid out his/her vacation pay at the applicable percentage rate for the year in which the employee ends his/her employment.

ARTICLE 14 LEAVE OF ABSENCE

14.01 Personal Leave of Absence

- a. The Company may, upon written request and at its sole discretion, grant an employee a leave of absence without pay for a period of up to six (6) months, without loss of seniority. Requests for Personal Leaves will be considered on a first come, first serve basis amongst those requesting a leave at time of granting. The Company shall provide the Union District Chairperson with a written notice confirming approval or disapproval of the leave of absence.
- b. If an employee receives consent from the company to leave the service for a period of up to six months, he/she shall retain his/her position and accrue seniority for that period. Where it is beyond six months, in any given 12 month period, it will be decided by mutual agreement between the Company and the Union. Employees must not exercise their seniority on vacancies while on such leave of absence.

14.02 Maternity

- a. Where an employee is pregnant that employee is entitled to and shall be granted a leave of absence 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) week following the actual day of her confinement.
- b. The employee must request the Leave of Absence in writing, not later than four (4) weeks prior to the Leave, specifying the estimated date

of birth of the child, the date she wishes to commence her leave and an anticipated date of return to work. An employee returning to work prior to the expiration of the leave of absence must notify the Company at least one (1) month prior to her new date of return.

14.03 Child Care Leave

- a. Where an employee 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.
 - i. In the case of a female employee:
 - on the expiration of any leave of absence taken by her under clause 14.04;
 - on the date the child is born, or
 - on the day the child comes into her actual care and custody and
 - ii. 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.
- b. The combined amount of leave of absence from employment that may be taken by two (2) employees of the Company under this clause shall not exceed **thirty-seven (37)** weeks.
- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

14.04 Adoption Leave

- a. Where an employee commences legal proceeding under the laws of the province to adopt a child or obtains an order under the laws of the province for the adoption of a child, that employee 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.
- c. In any event, the maximum length of maternity leave combined with child care leave shall not exceed fifty-two (52) weeks.

14.05 Parental Leave

An employee shall be paid his/her regular rate of pay for one (1) day due to the absence of an employee or spouse to the birth or adoption of a child.

14.06 The Company must inform, in writing, every employee who takes leave under Articles 14.02, 14.03 and 14.04, every employment bid, promotion, or training opportunity for which the employee is qualified. The employee must request this in writing.

14.07 Matrimony Leave

An employee will be granted two (2) working days, without pay: for the date in which marriage vows are to be exchanged and for either the day before or the day after said date, according to the wishes of the employee.

14.08 Continuation of Benefits

- a. The benefits and the seniority of any employee who takes a leave of absence from employment shall accumulate during the entire period of the leave. For the purposes of pay progression, employees shall continue to progress through the wage scale as if they had worked the required time in their status during the leaves referred to in Articles 14.02, 14.03, and 14.04.
- b. Where a monetary contribution is normally required of an employee for the employee to be entitled to a benefit referred to in (a), the employee is responsible for and must pay on a monthly basis.

14.09 Bereavement, Compassionate Leave

- a. In the event of a death in an employee's immediate family (parent, spouse, child, brother, sister, **grandparents**, legal guardians, step-children, step-parent, father or mother of his/her spouse, and relatives living with the employee), he/she would receive the next five (5) succeeding days off. In the event that the employee loses any time as a result of his/her absence, the Company will pay such lost time at his/her normal rate of pay. In addition, if the employee is notified while at work of a death in his/her immediate family, he/she shall be relieved from duty and paid for the balance of that workday. In the event of a death of an employee's spouse's grandparent, brothers and sisters of spouse, nephew, or niece, three (3) days bereavement leave with pay shall be granted; and one (1) day bereavement leave with pay shall be granted in the event of a death of an employee's aunt or uncle or godparents.
- b. In the unusual circumstance where the deceased is not a member of the family, yet deemed close to the employee or important to the employee, bereavement leave will be at the discretion of the Company.
- c. The Company may require proof of the circumstances from the employee before any payment is made under the terms of this section.

- d. In the event the death in the family is outside Canada or is a significant distance, employee may have an additional seven (7) days absence, without pay, to attend the funeral.
- e. For the purpose of this Agreement, spouse shall also mean common law partner and same sex partner.

14.10 Jury Duty

- a. Employees subpoenaed for jury duty shall be paid the difference between their normal daily wages and the amount they receive for such public duty.
- b. Employees who must appear in court for reasons other than those mentioned in 14.11(a) shall be granted leave of absence without pay provided they supply proof of verification for such attendance.

14.11 Sick Leave

All employees will be entitled to seven (7) sick days per year at an accumulation of one (1) day per month, up to a maximum of seven (7) days accrued in a calendar year, with no loss of pay. For the purposes of a sick call, a day is a day, regardless of the hours that are scheduled.

Unused sick leave days will be paid out at fifty percent (50%). For the purposes of payout only, full-time employees will be credited at eight (8) hours per day and part-time workers will be credited at four (4) hours per day.

For purpose of clarification:

e.g. - If a full-time employee has four (4) sick days unused, they will be paid out for two of those days at eight (8) hours per day.

- If a part-time employee has four (4) sick days unused, they will be paid out for two of those days at four (4) hours per day.

ARTICLE 15 HEALTH & SAFETY

15.01 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.

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 an 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 an 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 that they do not conflict with the

return to work schedule.

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 (1) Union representative and one (1) Company representative.

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 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.

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.

The health and safety committee shall keep accurate records of all matters that come before it, as identified under the section entitled "The Health and Safety Committee" mentioned above and shall keep minutes of its meetings and shall make those minutes and records available to a safety officer on the officer's request. All minutes are to be signed by the co-chair persons.

The health and safety 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.

The members of the health and safety 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.

No member of the health and safety 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.

- 15.02** The Company shall provide a standard hearing protection for each employee who performs duties on the ramp or at bridges.
- 15.03**
- a. The Company and the Union will review all cases where a disabled employee is unable to perform his/her normal duties. Efforts will be made to accommodate such an employee, provided suitable work exists. The above applies to occupational and non-occupational illnesses or injuries.
 - b. The Company will provide the Union District Chairperson with written notice of those employees on WSIB/Short and Long Term Disability.
- 15.04** The CAW Local 2002 National Health & Safety Coordinator shall have access to work areas and staff covered by this Agreement.

ARTICLE 16 GRIEVANCE PROCEDURE

- 16.01** The parties agree 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 his/her immediate supervisor (step 1

grievance procedure hereunder) within seven (7) working days of the cause of the complaint or reasonable awareness thereof or the right to grieve shall be deemed waived. An extension to this time limit may be granted and shall not be unreasonably withheld.

16.02 Step 1

An employee who considers him/herself aggrieved shall discuss this matter with his/her immediate supervisor and the Union Representative in an attempt to obtain a satisfactory settlement.

16.03 Step 2

- a. Should the matter not be resolved through discussion the employee or their representative may submit a written grievance to the Passenger Service Manager or designate within five (5) days.
- b. The grievance shall provide an adequate statement of the alleged violation and indicate the settlement requested.
- c. A hearing shall be held within ten (10) days of receipt by the Company of the written grievance.
- d. Within ten (10) days following this hearing, the Passenger Service Manager or designate shall render his/her decision in writing to all parties concerned.

16.04 Step 3

- a. Should the decision made at Step 2 be unsatisfactory or if no decision is made within the specified time limits the Union may appeal to the Company's Labour Relations Department within ten (10) days.
- b. A hearing shall be held within then (10) days of receipt by the Company of the written grievance.
- c. Within then (10) days following this hearing, the Labour Relations Department shall render their decision in writing to all parties concerned.

16.05 The Union may initiate a general or policy grievance in writing on any difference concerning the interpretation, or alleged violation of this Agreement within fifteen (15) days following the date on which the Union first had or ought to have had knowledge of the event.

16.06 The parties may waive any Step in the procedure and/or extend the time limits by written agreement. If an extension is requested, the time limits will be frozen until such time as a response is received. Time limits will be exclusive of Saturdays, Sundays, and General Holidays.

16.07 At any hearing held throughout these grievance procedures, the grievor

shall have the right to be represented by a duly accredited representative of the local.

16.08 Upon request, the Company shall provide the Union with copies of all relevant documents pertaining to the alleged incident.

16.09 Any grievance not resolved at Step 3 of this Article may be referred to Arbitration in accordance with Article 18.

ARTICLE 17 DISCIPLINE & DISCHARGE

17.01 No employee shall be disciplined or discharged without just cause. An investigatory hearing between the Company and the employee will take place prior to disciplinary or discharge action being taken within twenty-one (21) days of knowledge of the incident. The employee shall be informed that if he/she so desires, he/she may have the assistance of a duly accredited representative(s) of the Union at the hearing. All efforts will be made to hold hearings during the employee's regular hours of work. If the hearing cannot be held during the employee's regular hours of work, the employee shall be paid a minimum of four (4) hours to attend the hearing. Only with the employee's approval, the hearing may be held immediately prior or immediately after his/her regular hours of work and will be paid the appropriate rate of pay for the time spent while attending that hearing

17.02 Any post probationary employee who has been disciplined or discharge may file a grievance in accordance with Article 16 of this Agreement. Employees will be advised in writing, together with the reasons, with a copy to the Union. By mutual consent between the Company and the Union, any grievance concerning the discharge of an employee may commence at Step 2 or Step 3 of the grievance procedure.

17.03 Where disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay, pending investigation for up to a maximum of fourteen (14) days to provide the Company with sufficient time to investigate and consider the factors.

17.04 The Company shall remove any disciplinary correspondence from an employees personnel file after one (1) year. An employee shall be entitled to review his/her personnel file by submitting a letter to the local manager and remove any letters of discipline from his/her personnel file that have expired.

17.05 The Company shall provide the District Chairperson with a copy of any letter of discipline given to an employee.

ARTICLE 18 ARBITRATION

- 18.01** Notice of intention to proceed to arbitration shall be made in writing to the Company's Labour Relations Department within fifteen (15) calendar days of the decision at Step 3 of the grievance procedure.
- 18.02** An arbitrator selected jointly by the parties, will be named within fifteen (15) calendar days after notice of intent to arbitrate has been given, as provided in Article 18.01. If the parties are unable to agree on the choice of Arbitrator either party may request the Minister of Labour to name the arbitrator.
- 18.03** The parties shall jointly, in writing, stipulate the matter to be arbitrated to the arbitrator.
- 18.04** The decision of the Arbitrator shall be final and binding upon the Company, the Union and the employees involved.
- 18.05** The Arbitrator's award shall be stated in writing and furnished to the Company and the Union. The Arbitrator shall have no jurisdiction to alter, modify, amend or make any decision inconsistent with the terms of this Agreement.
- 18.06** At any hearing(s) held through the arbitration procedures, all witnesses and representatives who are employees of the Company shall be given time off without pay. Expenses and lost time of witnesses and representatives for either party shall be borne by the party.
- 18.07** The compensation of the Arbitrator and expenses incurred by him/her shall be borne equally by the Company and Union.
- 18.08** Multiple Hearings: The Arbitrator may hear and determine only one (1) grievance at a time without the express agreement of the Company and the Union.

ARTICLE 19 DEDUCTION OF DUES

- 19.01** The parties 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.
- 19.02** Membership in the Union shall be available to an employee eligible under the constitution of the Union on payment of the initiation fee or reinstatement fee uniformly required of all other such applicants.
- 19.03** The Company agrees to deduct authorized initiation/reinstatement fees from employees as authorized.

- 19.04** The Company agrees that all employees covered by this Agreement shall have bi-weekly dues deducted from their wages a condition of employment.
- 19.05** 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.
- 19.06** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals shall be remitted by the Company to the Union not later than thirty (30) calendar days following the pay period in which the deductions are made.
- 19.07** If the wages of any employee payable on any month-end payroll are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall not because the employee did not have sufficient wages payable to him/her on the designated payroll carry forward or deduct from any subsequent wages the dues not deducted in an earlier month.

ARTICLE 20 GENERAL

20.01 Any Letter of Understanding negotiated between the Company and the Union shall be deemed to form part of this Agreement. To be valid, a Letter of Understanding shall be identified by a heading and a number, and must be signed by representatives of both parties at the headquarters level.

20.02 No Discrimination

The Company and the Union, or any of the Officers or Agents acting on their behalf, shall not discriminate in any manner against any employee with respect to terms or conditions of employment on the ground of his/her race; colour; creed or religious persuasion; national origin; age; sex; sexual orientation; marital or parental status; membership in and/or activities on behalf of the Union, political party, organizations and associations.

20.03 New Job

When a new job within the scope of the Union certificate is created, the Company may assign an employee to such job for a period not exceeding thirty (30) days. It shall be the responsibility of the Company to establish a wage rate and classification for such new job within twenty (20) days of commencement of the new job. The Company agrees to discuss with the Union and provide all such data used to arrive at the new classification and rate of pay. If the Union and the Company fail to agree on the new rate or classification for such new job, a policy grievance may be filed. The

arbitrator will have the authority to set the new wage rate and classification and award redress.

20.04 One copy of this collective agreement (either English or French) will be furnished to each employee within sixty (60) days of ratification of this Agreement. The Company and the Union shall agree to the size and method of producing the Agreement, and the cost of printing will be paid for by the Company.

20.05 Uniforms

A) RAMP/GSM:

a. The uniform shall consist of :

FULL-TIME: Once per year

4 pants

3 shirts (short-sleeved and /or polo)

3 shirts (long-sleeved)

2 Bermuda shorts

1 belt

1 raincoat

1 baseball hat

1 toque

Once every two years:

1 winter coat or 1 bomber jacket

1 windbreaker

PART-TIME:

Once per year:

2 pants

5 shirts and/or polos

1 belt

2 Bermuda shorts

1 raincoat

1 baseball hat

1 toque

Once every two years:

1 winter coat or bomber jacket

1 windbreaker

Note: Previously worn articles shall be returned to the employer when new articles of clothing are issued

a. Upon request, the Company shall provide a maximum of two (2)

maternity jumpers for the required period of the pregnancy.

- b. The Company will pay alteration costs, to meet Company standards, for all new uniformed pieces issued after ratification of this agreement. Uniforms and provisions for alterations are to be provided at each location
- c. The Company shall pay the total cost of the uniform.
- d. **The Company agrees to form a uniform committee.**
(The parties will define the role and function of this committee)

b) Cabin Services

- a. All personnel who have completed training shall wear uniforms in such a manner as prescribed in Company.
- b. The Company will provide one complete uniform to all new hires after completion of his/her training. The Company will provide uniforms based on a replacement as required basis at the Company's discretion. Damaged items will be replaced at no cost to the employee.
- c. The company shall pay the total cost of the uniforms.
- d. Should the employee terminate his/her employment in the first year of his/her accord the uniform shall be cleaned and returned to the Company.
- e. A complete uniform shall consist of the following pieces:

Male/Female

- Pants 3 regular pants or two regular pants and one cargo pants
- Shirts 5 (choice of short-sleeve polo, turtle neck, tee shirt or long-sleeve sweat-shirt)
- Belt 1
- Shorts 2
- Rain-Gear 1 (every 2 years)
- Winter Coat or Bomber Jacket 1 (every 2 years)

Spring Jacket 1 (every 2 years)

Standard hearing protection
Industrial cleaning gloves upon request.

Maternity Allowance \$100. For the purchase of 2 maternity pants

Ramp

b. The uniform shall consist of :

FULL-TIME: Once per year

- 4 pants
- 3 shirts (short-sleeved and /or polo)
- 3 shirts (long-sleeved)
- 2 Bermuda shorts
- 1 belt
- 1 raincoat
- 1 baseball hat
- 1 toque

Once every two years:

- 1 winter coat or 1 bomber jacket
- 1 windbreaker

PART-TIME:

Once per year:

- 2 pants
- 5 shirts and/or polos
- 1 belt
- 2 Bermuda shorts
- 1 raincoat
- 1 baseball hat
- 1 toque

Once every two years:

- 1 winter coat or bomber jacket
- 1 windbreaker

Note: Previously worn articles shall be returned to the employer when new articles of clothing are issued

- e. Upon request, the Company shall provide a maximum of two (2) maternity jumpers for the required period of the pregnancy.
- f. The Company will pay alteration costs, to meet Company standards, for all new uniformed pieces issued after ratification of this agreement. Uniforms and provisions for alterations are to be provided at each location
- g. The Company shall pay the total cost of the uniform.
- h. **The Company agrees to form a uniform committee.**
(The parties will define the role and function of this

committee)

20.06 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 National Union. The Company further agrees to provide a summary of benefit and insurance plans to all employees and the National Union, and will provide complete master policies to the National 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 (Aug., Sept., Oct., Nov.) |
| (July, August, September, October) | Benefits covered for (Dec., Jan., Feb., Mar.) |
| (Nov, Dec, January, February) | Benefits covered for (Apr., May, June, Jul.) |

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

For the purposes of calculating an employee's eligibility for Group Insurance, the Company will exclude periods during which employees are in lay-off status for a maximum of four consecutive months of lay-off.

20.07 Harassment

The Company, the employees and Union recognize and support an employee's right to a working environment that is free of harassment on any of the prohibited grounds of discrimination. Harassment is recognized as being: comment, gesture or conduct which is based on a prohibited ground of discrimination and which is considered by the employee to be demeaning or offensive. Harassment may include:

- verbal abuse or threats;
- unwelcome remarks, jokes, innuendoes or taunting about a person's body, attire, or demeanour;
- display of pornographic, or other offensive or derogatory pictures or materials;
- practical jokes which cause awkwardness or embarrassment;
- unwelcome initiations or requests, whether indirect or explicit, or intimidation;

- leering or other gestures;
- condescension or paternalism that undermines self-respect;
- unnecessary physical contact such as touching, petting, pinching, punching; and physical assault.

An employee with a complaint of harassment may, at their option, approach the Company directly or with the assistance of the Union. If desired by the employee, a grievance may be initiated pursuant to the provisions of Article 15.06. Complaints and/or grievances involving harassment will be handled with all possible confidentiality.

No reprisal or recrimination will be made by the Company or any employee against an employee because they have made a complaint of harassment, except where a false charge has been made with malicious intent.

20.08 Flight Benefits

Interline (Blue Pass) Flight Benefits of Company Handlex shall reflect the same benefits as to employees of Company Air Transat with the exception of interline travel with other carriers.

20.09 Parking Fees

The Company agrees to supply parking spaces for all employees working at Vancouver and Lester B. Pearson International Airports. The Company shall pay one hundred (100%) of the cost of parking at these airports.

20.10 New Employee Orientation - Information for New Employees

The employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her Union representative. Whenever the Union representative is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his /her Union representative who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union representative will be given an opportunity to meet with the new employees in a classroom environment, within regular working hours, without loss of pay, for up to forty-five (45) minutes sometime during the training period for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees responsibilities and obligations to the Employer and the Union.

20.11 Paid Education Leave

- a. The Company agrees to pay into a special fund eight thousand dollars (\$8000.00), for all groups of employees, on March 31st each and every subsequent year of the collective agreement for the purpose of

providing paid education leave. Said paid education leave will be for the purpose of upgrading the employee's skill in all aspects of Trade Union functions. Such monies will be paid into a trust fund established by the National Union, CAW-Canada and sent by the Company to the following address: CAW Paid Education Leave Program, 205 Placer Court, Toronto, Ontario, M2H 3H9.

- b. At the sole discretion of the Company, the Company may provide additional educational/training courses to employees, at no cost to the employee. All hours of attendance at these educational/training sessions shall be paid at the regular rate of pay and be considered time worked. The Company shall post in writing the dates and times of these programs. The Company shall provide employees with reasonable notice to ensure employees attendance.

c. **TUITION FEES AND BOOK REFUND**

It is the policy of the Company to encourage all employees to engage in personal self-development through various mediums but especially through enrolment in formal academic training courses in the community and at work that are beneficial to the Company.

The decision to enrol shall be a mutual management-employee decision based upon requirements. It is agreed that the Company will assist in the tuition fees and cost of books. The Company in cooperation with the Union representative will be as flexible as possible in shift assignments to maximize class attendance.

20.12 RRSP CONTRIBUTION

The Company shall offer to all employees the opportunity to participate in a Retirement Savings Program. Participation in said program is voluntary. Permanent employees can invest, by payroll deduction, in the Retirement Savings Program as outlined by the Company.

For each dollar invested by the employee, the Company will deposit a dollar into the employee's account. The maximum contribution will be as follows:

Effective March 2011: \$600.00

Effective March 2012: \$700.00

Effective March 2013: \$800.00

20.14 Pay Cheques

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.

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.

ARTICLE 21 CLASSIFICATION OF EMPLOYEES

21.01 Employees covered by this Agreement shall be classified Ramp , Aircraft Services and Ground Service Maintenance.

21.02 a) **Station Attendants:**

The normal duties of a station attendant shall include:

1. Loading and unloading baggage, cargo, mail, COMAT, whether palletized or bulk load, and conveyance of same to designated area.
2. Service water and toilet systems of all aircraft
3. Operating safely and efficiently equipment and vehicles, including loading bridge owned by the company or its contracted customer.
4. After training: operating, positioning, removing, connecting, ground power, air conditioning and air stat units.
5. After training: perform all functions of aircraft marshalling.
6. Performing de-icing.
7. Communicating with customer service representatives.
8. Writing out incident and accident reports.
9. Any other duties related to the job classification.

b) Aircraft Services

c) Ground Service Maintenance

21.03 **Lead Agent**

A lead is an employee required to perform the same work as any employee in his/her classification, but in addition acts as a working leader to those employees assigned to him/her. Lead Agents shall assign work; give direction on proper use of equipment, work methods and safety practices; see that assigned personnel and necessary equipment are properly utilized; instruct new employees on the job; prepare all paperwork related to their flights; brief and debrief employees; prepare bank deposits where required and discuss aspects of the operation the customer. Lead Agents shall not be accountable for formal discipline of the other employees covered by this Agreement.

ARTICLE 22 DURATION & RENEWAL

- 22.01** This agreement shall be effective from the 1st **day of March, 2011** up to and including the 28th day of February 2014. Either party shall be entitled to give notice in writing to the other party as provided in the Canada Labour Code, of its desire to bargain with a view to the renewal of the expiring collective agreement at any time within a period of 90 days before the expiry date of the agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 22.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this agreement beyond the expiry date of 28th day of February 2014 for any stated period acceptable to the parties and in accordance with the Canada Labour Code.
- 22.03** Provided that for purposes of all notices under this article, notice in writing shall be deemed to have been received by the party to whom it is sent upon the mailing of such notice by registered mail addressed to the current address of the other party.

DATED AT MONTREAL, QUEBEC, THIS ____day of _____ 2011.

**ON BEHALF OF THE UNION,
CAW-CANADA LOCAL 2002**

**ON BEHALF OF THE COMPANY
HANDLEX INC.**

.....
Carlo Levore
National Representative, CAW

.....
Jean Luc Paiement
President and CEO, Handlex

.....
Bob Orr
National Representative, CAW

.....
Sergio Matos
Station Manager YUL, Handlex

.....
Jovani Ramos
District Chairperson, Local 2002

.....
Pierre Payette
Station Manager YYZ, Handlex

.....
Rosand Achacosco
District Chairperson, Local 2002

.....
Jean François Lemay
Legal advisor

.....
Ana Luisa Ulluo
Bargaining Committee, Local 2002

.....
Stephanie Roch
Director Labour Relations

.....
Manolito Ariles
Bargaining Committee, Local 2002

.....
Rina Buck
Director, Manpower Planning

.....
Armando Corona
Bargaining Committee, Local 2002

.....
Theresa Amicarelli
Executive Assistant, Local 2002

.....
Ron DiPasquale
Executive Assistant, Local 2002

LETTER OF UNDERSTANDING No. 1

VACATION BLOCKS

Subject to Article 13.06, the following formula will be utilized to establish vacation blocks each year prior to vacation bidding:

The total number of vacation entitlements (weeks) at a location divided by fifty-two (52) equals weekly number of vacation blocks.

If the vacation entitlements remaining are twenty (20) weeks or more, another column shall be added to the vacation block. Any entitlements of less than one (1) week are not to be included in the formula.

Employees shall bid their vacation bid by poster. It is understood that the Union and the Company will jointly work together in this process.

When a previously bid vacation week(s) becomes available, or when an additional week(s) is allocated during the current vacation year, it will be awarded using the following process:

- (a) A vacation bid book will be maintained at each location
- (b) Employees in a location shall indicate in the vacation bid book any vacation week(s) they wish to be considered for should those week(s) become available.
- (c) The Company will award the open vacation on a seniority basis.

LETTER OF UNDERSTANDING No. 3

TEMPORARY EMPLOYEES

"A temporary employee is an employee who is available to work on a casual basis only and will be assigned hours according to Article 6.07.

A temporary employee must be available to work a minimum of two (2) days per week, and one of those days must be on the weekend (i.e. Friday, Saturday, or Sunday). He/she shall advise the company at the end of each month of his/her availability for the next month.

Existing temporary employees at the date of ratification of this collective agreement will not be subject to the above weekend requirement until such time as he/she declines the opportunity to become a permanent employee when the opportunity arises.

The parties agree that the language contained in LOU #3 requiring employees to work at least one weekend day, shall not apply to employees classified as permanent at the date of ratification and who subsequently become temporary employees.

LETTER OF UNDERSTANDING No. 4

RE: SHIFT TRADES AND 16 HOUR DUTY DAY

Employees choosing to shift trade are not bound by maximum 16 hours provided under Article 7.03.

However, both parties agree to review this practice every 6 months to review any problems that may arise from the above.

The company may suspend the employee's ability to such practice should it prove detrimental to the employee's health, safety, or performance.

LETTER OF UNDERSTANDING NO. 5

Displacement of Employees During Layoff

During a layoff situation, and for further clarification, the Union and the Company agrees that no individual employee will benefit during a period of layoff.

It is further agreed that employees displaced from a work area and status, will be recalled into such work area and status, prior to posting a vacancy in those positions.

In order to establish the employee's intent, the employee shall submit, in writing, a letter of interest stating the area and status they wish to return to.

LETTER OF UNDERSTANDING No. 6

INJURED & DISABLED EMPLOYEES

In order to ensure that valuable employees are given every opportunity to continue their employment with the Company, the Company agrees to consider special accommodation for injured and disabled employees who are unable to perform the full scope of their duties. Such considerations shall depend on the nature and permanency of the disability and shall not be unreasonably withheld. The Company and the Union will review cases on an individual basis. By mutual agreement provisions of this Agreement may be amended or waived by a letter of agreement to meet the needs of the employee concerned and the position held. Such agreements must consider the operational requirements of the Company and any adverse affects on other Agents in the work function.

LETTER OF UNDERSTANDING No. 7

EMPLOYEES WORKING ALONE ON AN OVERNIGHT SHIFT

The Company will ensure that any employee who is required to work alone on an overnight shift shall be provided with a telecommunications radio and/or a phone number of a person that they may contact in the event of an emergency.

In addition, the Company will make all efforts to ensure that several calls will be made to the employee working alone during the course of the employee's shift to ensure the health and safety of the employee.

LETTER OF UNDERSTANDING No. 8

RE: ARTICLE 6.03 – MEAL AND REST PERIODS

The Company agrees not to schedule shifts between seven hours and thirty-one minutes (7hrs 31mins) and seven hours and fifty-nine minutes (7hrs 59mins) in order to allow employees reasonable meal breaks.

LETTER OF UNDERSTANDING No. 9

RELIEF FOR SPECIALIZED/CONTRACT CARRIERS:

- **Company to determine the number required**
- **Company to determine the training required**
- **Company to determine the qualifications required**
- **Applicants will be selected based on their classification seniority provided they show the ability to perform the work**
- **Once selected, assignments will be awarded by classification seniority**
- **Relief will be utilized to cover temporary vacancies of less than six (6) months**
- **When covering these vacancies, employees will receive the applicable premium for the specialized area plus an additional \$0.50 per hour for the time worked**
- **When not on a relief assignment, employees will revert back to their original bid**

TEMPORARY VACANCIES:

A temporary vacancy will be covered in the following manner:

When the vacancy is over one week in duration, the employees who are locked into the area will bid on the shifts by classification seniority, prior to the relief employee selecting their shifts.

Vacancies of less than one week will be assigned as required.

These vacancies exclude maternity leave or illness of an expected duration of six months or longer. Vacancies expected to be six months or longer shall be posted for one week as "temporary" and shall be awarded to the most senior applicant.

Letter of Understanding #10
Grooming of an Aircraft While in Tow

December 17, 2004

Mr. John Amato
National Representative

CAW/TCA Canada

During the current round of negotiations the Union raised the issue of employees working while an aircraft is in tow.

The parties agree the safety of employees is of prime concern. It is recognized the issue of working while an aircraft is being towed is a safety issue. As was pointed out to you during the discussions, the Company practice is to not allow employees to work in such instances.

Thus when employees are occupying an aircraft that is in the process of being towed they should not be working nor moving about. In such instances employees should be seated and buckled in order to prevent any injuries to themselves and others while the aircraft is in tow.

Signed

Luc Trépanier
President Handlex

LETTER OF UNDERSTANDING No. 11

It is agreed that both parties will meet at the Headquarters level to resolve any

issues arising from the language and/or intent of the Collective Agreement.

The parties agree that they will meet at the Headquarters level to resolve any issues arising from differences in interpretation of language and the intent of this round of bargaining of the collective agreement.