

COLLECTIVE AGREEMENT

NO. 1

between



MENZIES AVIATION (CANADA) LTD. - CARGO
(the "Company")

and

THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
(the "Union")

represented by

DISTRICT LODGE 140
& LOCAL LODGE 2413



Effective Date – May 13, 2022
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ARTICLE 1 – PURPOSE

- 1.01 This agreement is made and entered into by and between Menzies Aviation Canada Ltd., hereinafter referred to as the “Company” and the International Association of Machinists and Aerospace Workers (IAM&AW), District Lodge 140 & Local Lodge 2413, hereinafter referred to as the “Union”.
- 1.02 The purpose of this Agreement is to define the relationship between the Company and the Union, the wages and working conditions of employees of the Company represented by the Union, to secure the efficient operation of the Company’s business without interference or disruption of work, and the means by which complaints, grievances and disputes shall be disposed of promptly and equitably.

ARTICLE 2 – RECOGNITION

- 2.01 The Company recognizes the Union as the sole bargaining agent for those employees employed coming within the scope of the certificate (number 035310-C) issued by the Canadian Industrial Relations Board (CIRB). The terms below apply to all employees of Menzies Aviation (Canada) Ltd., employed in Cargo Operations at the Lester B Pearson International Airport in the province of Ontario, save and except supervisors and those above the rank of supervisor.
- 2.02 Employees who are not members of the bargaining unit covered by this Collective Agreement, shall not engage in, or be utilized in any way which may be construed as performing work which is normally accomplished by personnel covered by this Agreement.

Supervisors may perform bargaining unit work for emergencies and training purposes or in instances when there is a shortage of manpower. The use of supervisors shall not result in the layoff of a regular full time or part-time employee, nor shall it result in the reduction of hours for members of the bargaining unit or a loss of overtime for employees already on shift. In the event that there is a need to utilize supervisors to perform bargaining unit work, the Chief Steward or his/her designate shall be notified prior to the decision to utilize supervisory personnel. In the event there is no response from the union within a 30-minute period, the company will be allowed to proceed at its discretion.

ARTICLE 3 - RIGHTS OF MANAGEMENT

- 3.01 The Union recognizes and acknowledges that the management of the facilities and direction of the working forces are fixed exclusively in the Company and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency and in connection therewith to discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided.
- (b) to make, alter and enforce from time to time rules, regulations, policies, and practices to be observed by employees as it deems reasonable and necessary for, inter alia the maintenance of good order and discipline; assuring the safety of employees and others and safe guarding the property and privacy of others.
- (c) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off and recall employees or select employees for positions excluded from the bargaining unit.
- (d) establish and administer tests for the purpose of assisting the Company in determining an employee's qualifications and require medical examinations for any justifiable reason.
- (e) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the contracting out of work, the schedules of operations, the number of shifts; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or job classifications; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; the nature of tools, equipment and machinery used, to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods or processes; decide on the number of employees needed by the Company at any time, the number of hours to be worked and require the employees to work overtime, starting and quitting times, the hours of any shifts, when overtime shall be worked, as well as the determination of financial policies, including general accounting procedures and customer relations;
- (f) have the sole and exclusive jurisdiction over all operations, buildings, machinery, equipment and employees.
- (g) To operate and manage its business in all respects in accordance with, and not incompatible with, any of the provisions of this Agreement. The foregoing statements of Rights of Management are not all inclusive but indicate the type of matters which belong to and are inherent in Management and shall not be construed in any way to exclude other Company functions not specifically enumerated.

Any other rights, powers or authority the Company had prior to the present Collective Agreement are retained by the Company except where amended by this Agreement.

3.02 The Company accepts to inform the Union at least seven (7) days in advance of modifications to the written rules, regulations, policies and practices of the Company applying to the members of the bargaining unit and to post, as well as provide, a copy of the amended rules and regulations, policies and practices to the Union.

3.03 The Company agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 - UNION DUES AND UNION MEMBERSHIP

4.01 The parties hereto agree that all employees covered by this Agreement shall become members and shall remain members of the Union in good standing as a condition of employment. This article may not be used to deprive an employee of his/her employment.

4.02 (a) Membership in the Union shall be available to any employee eligible under the constitution of the Union on payment of initiation or reinstatement fees uniformly required of all other such applicants by the Union Local. Membership shall not be denied on the basis of any prohibited ground under the applicable human rights legislation.

(b) New employees shall make application for membership in the Union at the time of their hiring and shall become members of the Union after they have paid the required initiation fee prescribed in the Unions bylaws. They must remain in good standing as a condition of employment. Such completed applications shall be sent to the Secretary-Treasurer of the Local Lodge forthwith.

(c) During initial new hire training, a member of management shall introduce the new employees covered under the Collective Agreement to the Chief Steward or designee. Where more than one employee has been hired in a period of time the meeting will include all new hires. The meeting should not exceed thirty (30) minutes in length. The Chief Steward or designee will provide them with a copy of the Collective Agreement and will ensure Union applications are completed by such new hires and forwarded to the appropriate Union office.

4.03 The Company agrees that all employees covered by this agreement shall have monthly dues deducted from their wages as a condition of employment. The Company agrees to deduct union dues from employees pay cheques. The

deduction of Union dues shall commence with the first pay, and each pay thereafter, from all Union employees. The deduction will be split evenly over each pay period per month.

- 4.04 The Company agrees to deduct Union Dues in the amount prescribed by the Union to the Company in writing from time to time. Such deductions shall be remitted by cheque or electronic fund transfer to Transportation District Lodge 140 of the Union by the fifteenth (15th) day of each month following the month in which the deductions were made. The Union will notify the Company in writing of the name of the Union Official to whom the money so deducted shall be sent. The monies so deducted are deemed to be trust monies belonging to the Union.
- 4.05 If the wages of an employee payable on the 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 pay period. The Company shall not, because the employee did not have sufficient wages payable to him/her on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier pay period.
- 4.06 Deductions from wages except those required by this Agreement and the Law and repayment of payroll errors shall be made only on written authority of the employee. All deductions will be shown on the pay voucher.
- 4.07 Payroll deductions required by Law, deductions of money due or owing to the Company including repayment of payroll errors and deductions for Medical and Group Insurance shall take precedence over the deduction of Union Dues when the wages payable are insufficient to permit the deduction of Union Dues.
- 4.08 The Company will, at the time of making each remittance hereunder to the Secretary-Treasurer of the Union supply a statement showing the following information from whose pay deductions have been made;
- (a) All monthly dues for members to be submitted in order of hire date with first name, last name, classification, hourly rate, total hours, dues deducted in each pay period and employment status. Probationary employees shall be listed at the bottom of the bargaining unit list.
 - (b) The Company agrees that it will supply all such information by way of electronic mail (e-mail) and a hard copy, if so requested by the Union. The information provided shall be in an excel format and the Union will provide a sample template that captures the required content.
 - (c) The most recent seniority list shall accompany such monthly union

dues report.

- (d) The Company further agrees to provide the IAMAW District Lodge 140, on a semi-annual basis (with the January and July dues reports), with the names, addresses and email addresses of the employees in the bargaining unit. These shall be emailed to the District 140 office as advised by the Union.

- 4.09 The Company will show the amount of the dues deducted on T-4 slips issued to employees.
- 4.10 When requested in writing, the Company will provide to the Union within ten (10) calendar days a list of member's names and wage rates.
- 4.11 The Union shall indemnify and hold the Company harmless against any and all claims, complaints, liabilities, demands, actions or causes of actions arising out of, or in any way connected with the operation of Article 4.

ARTICLE 5 - STRIKES AND LOCK-OUTS

- 5.01 During the term of this Agreement neither the Union nor any of its officers or officials nor any employee shall take part in, call for, or encourage any strike, sit-down, slow-down, suspension of work or any other collective action against the Company which shall in any way affect the operations of the Company, nor shall the Company or any of its officers or officials engage in any lockout of employees.
- 5.02 If following a "Notice to Bargain" by either party of the desire to seek amendments or a new Collective Agreement, and the parties have failed to enter into a revised Collective Agreement, either party may request the Minister of Labour to provide the services of a conciliation officer.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The Company, the Union and the employees agree that every person has a right to equal treatment with respect to employment without discrimination because of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, and conviction for which a pardon has been granted, and any additional terms as defined by the *Canadian Human Rights Act* or the Canada Labour Code. The Company and the Union further agree that bullying shall be dealt with in a serious manner and treated with the same severity and level of concern as discrimination and harassment.

Bullying and Harassment:

Bullying and harassment are often described as a course of comment or conduct that is known, or ought to reasonably be known, to be unwelcome.

The unwelcome conduct causes an intimidating, threatening, or hostile work environment such that the victim's work performance is impaired, their relationships are negatively affected, and their dignity is denied. Properly discharged management responsibilities such as the assignment of work tasks, employee coaching and progressive discipline are not considered bullying.

- 6.02 The Company, Union and employees will not condone harassment/discrimination or bullying in the workplace and will co-operate to maintain a harassment, discriminatory and bully-free workplace. In this regard the Company agrees to effect training with regard to these subject matters as contemplated in accordance with the *Canadian Human Rights Act*.

Complaint Resolution – Discrimination or Harassment:

If an employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground of discrimination the employee may:

- (a) Tell the person involved as soon as possible how he/she feels and request that they stop the conduct found offensive.
- (b) If the employee feels uncomfortable approaching the person, or if the harassment continues, they may bring the incident forming the basis of the complaint to the attention of the Supervisor or Manager. In the event that local management is unable to rectify the situation satisfactorily, the incident will be forwarded to the Director of Human Resources. Every attempt will be made by the Company to deal with and rectify the complaint at the local level, failing which, the Union Chief Steward, Union Steward, or the General Chairperson of District Lodge 140 will be notified.
- (c) The parties will review the complaint and where warranted, will strike a committee, and carry out a joint investigation.
- (d) The Joint Committee will consist of equal members of Management and the Union. The actual composition of the joint committee will be determined by the parties on a case-by-case basis but with no less than one member each.
- (e) It is the intention of the Union and the Company that, where practical, the joint investigation will begin within five (5) calendar days of the lodging of the written complaint and shall be completed within fifteen (15) calendar days after the lodging of the written complaint.

- (f) All matters brought before the committee will be dealt with the utmost confidentiality.
- (g) Any complaint not resolved through this process may be addressed by the Union or the complainant pursuant to the grievance procedure.
- (h) Nothing herein shall prevent an employee from seeking redress under the Canadian Human Rights Act with respect to complaints of discrimination or harassment.

6.03 The Union and its officials and members shall not use coercion or intimidation or discriminatory action in persuading any employees of the Company to participate in Union activities and the parties further agree that there will be no intimidation, discrimination or coercion exercised or practiced by either of them or their representatives or members because of the employee's membership or non-membership in the Union.

6.04 The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Company without the permission of the Company during the employees' working hours except by agreement by the Company.

ARTICLE 7 – DEFINITIONS

7.01 Employee Means any person in the employ of the Company who is within the bargaining unit covered by this Agreement.

7.02 Status Means the status of full-time or part-time employment.

7.03 Union Means the International Association of Machinists and Aerospace Workers (IAM&AW), represented by Transportation District Lodge 140 and Local Lodge 2413.

ARTICLE 8 - UNION REPRESENTATION AND SAFETY

8.01 The Union shall submit the name of the Chief Steward, Union Stewards and Health and Safety Committee members in writing to the Company.

8.02 The parties agree to have once every two months a labour relations meeting on Company time, if necessary. The Union shall have its Chief Steward another Steward attend such meetings. The necessity for such meeting shall be identified by either party submitting an agenda of matters to be discussed. The General Chairperson of District Lodge 140 may be present at the meeting with the Company.

- 8.03 The Union shall designate in writing and the Company shall recognize a Chief Steward and Union Stewards. Union representation should cover the majority of hours on each shift. The Union shall also designate Alternate Steward(s) and the Company will recognize the Alternate Steward(s) in the absence of regular Stewards. The Company shall be kept informed in writing of the name of the Chief Steward and each Union Steward and the shift for which he/she has responsibility.
- 8.04 The Company recognizes that the necessity for performance by a Steward of the functions described in Article 9 hereof for settlement of a complaint or grievance can commonly arise during his regularly scheduled working hours and agrees that, within reason and provided the Steward's time off does not substantially impair the Company's ability to service its customers, he/she shall be permitted the necessary time off without loss of pay to perform such functions. Before leaving his regular Company duties to attend to such matters, the Steward shall obtain permission of his immediate Supervisor, such permission will not to be unreasonably withheld. In the event the Supervisor does not give the Steward permission because of operational requirements, the Supervisor shall grant permission to the Steward as soon as the operational exigency has concluded. The Steward shall report to the Supervisor when resuming his regular duties.
- 8.05 The Union Negotiations Committee shall be granted necessary time off with pay to conduct direct negotiations with the Company. The Negotiations Committee shall consist of a maximum of two (2) members of the Bargaining Unit, inclusive of the Chief Steward. The Negotiations Committee shall give reasonable notice to the Company of the intent to take time off to conduct direct negotiations with the Company.
- 8.06 Any time consumed on union business or activities that has been authorized by the Company, other than time that is to be at the expense of the Company as provided under this Collective Agreement, will be at the expense of the Union. Such time that is at the expense of the Union will be paid to the employee by the Company and charged to Local Lodge 2413 at the hourly rate of the employee, plus a 10% administration fee. The Local Lodge will reimburse the Company by month end.
- 8.07 (a) The Chief Steward shall have super seniority for the purposes of lay-off and recall only and shall work a schedule as mutually agreed. The shift/hours of work shall be mutually agreed. Such agreement shall not be unreasonably withheld.
- (b) The Company will supply the Chief Union Steward with a lockable file cabinet and make every effort to accommodate the Chief Union Steward when requesting to meet privately with a bargaining unit member for grievance and safety related matters.

- (c) The Union and the Company agree that the Chief Steward shall be provided with space within the workplace, that is easily accessible to the membership. The Company will supply internet, desk, chairs for the Chief Steward to perform his/her duties.
- (d) The Chief Steward will be paid a shift premium of one dollar and twenty-five cents per hour (\$1.25/hr.)
- (e) The Chief Steward shall be released on the first Tuesday of each month with pay to attend the monthly meeting of IAM Local 2413.

8.08 Health and Safety

- (a) The Company and Union agree to establish a Health and Safety Committee in conformity with Part II of the Canada Labour Code in all matters pertaining to health and safety.
- (b) The Company and employees agree to abide by the Canada Labour Code in all matters relating to health and safety.
- (c) The Company will take all necessary precautions to maintain healthy and safe conditions at all workplaces. Health and Safety matters are important, and all employees and Company personnel have an obligation to perform their work in a safe manner and to bring any situation which represents a hazard to health and safety to the attention of the Company and/or Health and Safety Committee. The provisions of Part II of the Canada Labour Code and all other applicable legislation will govern the conduct of the Company, the Union and employees in matters related to occupational health and safety.
- (d) A Health and Safety Committee shall consist of at least one (1) member appointed by the Company and at least two (2) members appointed by the Union. The Committee will meet as required to fulfill the requirements of the applicable provisions of the *Canada Labour Code*. The Company shall post and keep posted the names of all the members of the Health and Safety Committee in a conspicuous place or places where they are likely to come to the attention of the employees.
- (e) The Union Health and Safety Committee Members are entitled to such time from his/her work as is necessary to carry out his/her functions as a representative. Any time spent by him/her carrying out those functions, for the purposes of calculating wages owing, will be deemed to have been spent at his/her work.

- (f) Where the nature of the work or working conditions so require, employees will be supplied, at Company expense, all necessary protective clothing, safety equipment and other protective devices, which will be maintained and replaced, where necessary, at Company expense, unless otherwise specified in this agreement. Employees are required to use these items where necessary.
- (g) Hazardous Material – The Employer will ensure employees receive annual training in the handling of dangerous goods. All applicable Material Safety Data Sheets will be kept current and made available to employees.
- (h) Bomb Threat – The Employer will not require employees to participate in searches of equipment, property or premises of the Employer or one of their contracts, in the event of a bomb threat. While this provision does not preclude voluntary participation in such searches, the Employer shall inform the employees that a bomb threat has been reported before requesting the employee to search or service any equipment, property or premises as indicated above.
- (i) First Aid – First aid coverage will be provided in accordance with the *Canada Labour Code*. The Company shall also ensure that all Health and Safety Committee members are provided with First Aid and CPR training. The cost of providing first aid training to meet these minimums will be paid by the Employer.
- (j) The Company shall provide the Health and Safety Committee with annual training that meets the prescribed requirements. The provider of the training shall be mutually agreed.
- (k) The Company shall ensure that it maintains an adequate supply of PPE in stock to ensure all workers have access to it in the event of an emergency such as an epidemic or a pandemic. The Joint Health and Safety Committee shall audit the inventory of PPE along with the contents in first aid stations on a regular basis.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 The purpose of this Article is to establish a procedure for the settlement of complaints and grievances, the Company and Union agreeing that it is of utmost importance to adjust complaints and grievances as quickly as possible.
- 9.02 An employee who has successfully completed the probationary period and who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall discuss his complaint with his/her

immediate Supervisor and if requested with a Shop Steward. Such a complaint shall be brought to the attention of his immediate Supervisor within seven (7) calendar days of the incident giving rise to the complaint or the right to grieve shall be deemed waived. The immediate Supervisor shall state his/her decision verbally within three (3) calendar days of receiving the complaint.

Step 1 Should the employee be dissatisfied with his/her immediate Supervisor's disposition of the complaint, he/she may, with the assistance of his Chief Steward or designate, refer such matter on a written grievance form supplied by the Union to the Station Manager or his/her designee, who shall answer the grievance in writing within seven (7) calendar days. During the discussion of a complaint or grievance, it is agreed that if a witness would aid in settling the grievance, they may be requested to attend. The complaint shall constitute a formal grievance at Step 1 and shall be filed within seven (7) calendar days of receipt of the reply of his/her immediate Supervisor. The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a statement of the violation relied upon, indicate the general relief sought and when practicable, be signed by the employee.

Step 2 If no settlement is reached at Step 1, the grievor, Chief Steward and representatives of management shall meet within seven (7) calendar days or a time mutually agreed upon, to discuss the grievance. Within seven (7) calendar days following this meeting, the Human Resources representative or his/her designee shall deliver to the Union his answer in writing.

Step 3 If no settlement is reached at Step 2, the grievor, Chief Steward and representatives of management shall meet within seven (7) calendar days, or a time mutually agreed upon, to discuss the grievance. The Union's National Representative may be in attendance at this meeting. Within seven (7) calendar days following this meeting, the Director of Human Resources or his/her designee shall deliver to the Union his/her answer in writing.

9.03 The Company will recognize a group grievance as one which affects more than one employee with respect to whom the issues and facts are substantially the same. A group grievance shall commence at Step No. 2.

9.04 The Union or the Company may initiate a Policy grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within seven (7) calendar days of the incident giving rise to the complaint and be in the form prescribed in Step 1.

- 9.05 Any complaint or grievance which is not processed through the next stage of the Grievance Procedure within the time specified shall trigger a meeting between the parties in order to resolve the grievance. Failure to resolve will trigger the move to the next step. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Company and the Union.
- 9.06 Any employee who has been suspended or dismissed will be given an opportunity to have a private interview with his Steward at a place designated by the Company. The Company shall not discipline or dismiss employees except for just cause.
- (a) Prior to any suspension or discharge, except in the cases of violence, sexual assault, immediate safety hazard, theft or complete insubordination; the Company agrees to meet with the Union and discuss the matter.
- (b) When disciplinary or discharge action is contemplated, the individual involved may, where necessary, be held out of service with pay pending investigation for a maximum of four (4) days to provide the Company with sufficient time to investigate and consider all facts. Nothing in this clause shall be construed to prevent the Company from suspending an employee with pay, pending a hearing.
- 9.07 When a meeting is held to issue discipline to an employee who has successfully completed the probationary period, a Union Steward will be present if the employee desires representation and if one is available and on shift. If a Union Steward is not immediately available or on shift the employee may select any other member of the bargaining unit of their choice. The Company will advise the employee of this right.
- 9.08 An employee with seniority who feels that he/she has been unjustly suspended or dismissed may present a grievance and the same shall be entered at the Third Step of the Grievance Procedure, provided that the right to grieve shall be deemed to be waived if a grievance has not been presented within seven (7) calendar days after the separation of employment or aforesaid disciplinary action.
- 9.09 Any dispute over the settlement of a grievance at the Third Step may be required by either party to be submitted to arbitration provided that it shall be deemed to be settled or abandoned if, within fourteen (14) calendar days after a final decision has been announced neither party shall have given written notice of intent to submit the matter to arbitration and the arbitrator shall make such settlement as he/she deems just.

- 9.10 Within seven (7) calendar days, all employees, excluding probationers shall be given written reasons for discipline or dismissal and copies shall be supplied to the Union.
- 9.11 An employee who has successfully completed the probationary period with a minimum of 48 hours advance notice and, on his/her own time, shall be allowed to inspect his/her personnel file in the presence of a representative of human resources, at a time convenient to the employee and the representative of Human Resources.
- 9.12 Notice of disciplinary action, which may have been placed on the disciplinary file of an employee, shall not be relied upon after twelve (12) months have elapsed since the disciplinary action was taken, provided that no similar action has been taken during the last twelve (12) months. Any disciplinary measure becoming null and void is withdrawn from the employees file. The Company will place a copy in the employees personnel file.

ARTICLE 10 - ARBITRATION

- 10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fourteen (14) calendar days of the reply under Step 3 of the Grievance Procedure.
- 10.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator.
- 10.03 The grieving party's notice as referenced in Article 10.01 above shall also contain a list of three arbitrators for consideration. If none of the three are chosen, then the other party shall, within one week of the date of the first list, submit a list of three different names for consideration. If none is selected, the arbitrator shall be appointed as per the provisions of the Canada Labour Code.
- 10.04 If either party feels that the time taken for a chosen arbitrator to hear the case is too long, the parties may by mutual agreement choose another arbitrator or ask that an arbitrator be appointed as per the provisions of the Canada Labour Code.
- 10.05 Each of the parties will bear its own expense with respect to any arbitration proceedings. The parties will bear jointly the expenses of the arbitrator on an equal basis.

10.06 The arbitrator shall not be authorized, nor shall the arbitrator assume authority, to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

10.07 "Working Days" as referenced in this Article shall be deemed to exclude Saturdays, Sundays, and Paid Holidays.

10.08 Expedited Arbitration

The parties agree for the life of this Collective Agreement to utilize an expedited arbitration process as follows:

Any grievance arising between the parties which have not been satisfactorily settled under the provisions of Article 9, will be referred to expedited arbitration, except grievances in the nature of the following, which will follow the single format under Article 10:

- a. Policy grievances;
- b. Grievances requiring substantial interpretation of a provision of the Collective Agreement;
- c. Grievances requiring presentation of extrinsic evidence related to the interpretation of the Collective Agreement;
- d. Grievance arising from Duty to Accommodate; and,
- e. Grievances mutually agreed by both parties to be referred to standard formal arbitration.

1. Date(s) for expedited arbitration will be scheduled in advance, occurring approximately every ninety (90) days, occurring not less than four (4) times per calendar year.

2. If the parties agree that a particular date(s) cannot be utilized, a minimum of two (2) weeks' notice of cancellation will be provided to the Arbitrator and the date(s) will be re-scheduled.

3. The expedited arbitrators shall consist of the following:

- Ian Anderson
- Joseph Carrier
- Tom Hodges

The arbitrators will remain in place for the life of this Agreement unless mutually agreed to by the parties.

4. The parties shall equally share the fees and expenses of the arbitrator. Costs and allowances payable to witnesses shall be paid by the party calling such witnesses.
5. Prior to rendering a decision, the arbitrator may at any time during the proceeding, assist the parties in mediating a resolution to the grievance.
6. The parties shall mutually agree on an agenda for a hearing no later than thirty (30) days prior to an expedited hearing date. A grievance, having exhausted the steps under Article 9, will be referred to the next available expedited hearing date, unless otherwise agreed to by the parties.
7. Grievances shall be heard on a "first in, first out" basis, unless otherwise agreed.
8. For every grievance on the agenda, the parties shall prepare a brief which will include their version of the relevant facts, the argument(s) in support of their positions and the documentation to be relied upon at the hearing.
9. Unless otherwise agreed, the parties shall exchange briefs for each grievance on the agenda no later than seven (7) days prior to a scheduled hearing date failing which the grievance(s) shall be removed from the agenda and deferred to the next hearing date.

Notwithstanding the foregoing, the receiving party will have the option to proceed as scheduled if they so desire or defer the matter to the next hearing date. The party failing to exchange the brief within seven (7) day's hearing will have no further rights to adjourn or defer the matter.

Receiving party here refers to the party who receives the brief late (i.e., after the deadline which is 7 days prior to the scheduled hearing date).

10. The parties will use all means possible to keep proceedings simple. As such there will be no reliance on legal authorities to support arguments except with respect to generally accepted labour law principles.
11. Evidence may be by way of will-say statements but either party may demand that such statements not be admitted without the will-say statement author being present at the hearing. In the event one of its witnesses is not available, a party may request that a

grievance be adjourned to the next hearing date without the other party's agreement. A party may only make a single such request unless otherwise agreed.

12. The written decision shall be issued to the parties within fourteen (14) calendar days of the hearing.
13. Decisions rendered by the arbitrator during an expedited arbitration hearing will be without precedent or prejudice to any other existing or future matter, unless otherwise agreed by the parties at the time they agree on the agenda for the hearing. Decisions will be final and binding and not subject to appeal.
14. In the event of a conflict between any provision of this Agreement and the Collective Agreement, this Agreement shall prevail with respect to the subject matter of the conflict.

ARTICLE 11 – PROBATION

11.01 The first 90 calendar days of employment shall be the probationary period during which the Company will assess whether a new employee, who has been evaluated, is suitable to be retained. It is understood that such new employee, who sees his employment terminated during the probationary period for just cause, is not entitled to the grievance procedure. When probation has been completed, seniority will be counted from the first day of training or first date of work for which an employee is paid. The discharge or termination of a probationary employee shall be in the sole discretion of the employer provided such discharge or termination is not for reasons which are arbitrary, capricious or discriminatory.

Should a probationary employee through no fault of their own miss sufficient time due to an illness, accident within the probationary period the Company and the Union will meet to arrange an extension to the probationary period in order that the Company has sufficient time to access the employee's ability to perform the job and in order to complete required Company and Airline specific training.

11.02 An employee transferring from one classification to another will be required to serve a trial period of fifteen (15) days worked in his new position. This trial period is to provide the Company time to evaluate the employee's suitability in the new classification. The employee may exercise his seniority in his/her previous classification if he/she chooses to return to it or should he fail to successfully complete his/her trial period.

11.03 Any person re-employed by the Company after having separated from its

employment shall, when re-employed again, be a probationary employee as herein provided. A laid-off employee who retains seniority, as provided by Article 12.00 hereof, or an employee on leave of absence, as provided by Article 13.00 hereof, shall not be deemed to have separated from employment and shall not again be a probationary employee should he/she return to work.

ARTICLE 12 - SENIORITY

12.01 *Definition*

Company seniority for all employees shall be the length of service with the Company from last date of hire and shall govern vacation entitlement, and when employees outside the classification vie for a posting as per Article 14.02.

- 12.02 (a) The classification seniority of an employee will commence from the date of entry into the classification, as outlined in Article 18, even if that date is before the effective date of this collective agreement, (for example, a Cargo Agent at the employment of the Company before the effective date of the collective agreement, will have a seniority date previous to that date).
- (b) Classification seniority earned in a previous classification may be used for bumping the most junior employee in the employee's previous job classification in the event of a layoff and shall be transferable from one classification to another.
- (c) Classification seniority, subject to the terms and conditions of the Collective Agreement, shall govern:
- i) Retention as a result of lay-off.
 - ii) Recall following lay-off.
 - iii) Displacement (Bumping) rights.
 - iv) Filling of vacancies.
 - v) Schedule selection
 - vi) Vacation selection

12.03 *Termination of seniority and employment*

Employee employment and seniority shall both terminate when an employee:

- (a) voluntarily terminates his employment.
- (b) is discharged for cause and not re-instated.
- (c) who has been laid off shall be listed according to seniority after the

date of layoff and remain on the seniority list for recall for a maximum of twenty-four (24) months. If not recalled to work during the applicable period, the employee's name shall be removed from the seniority list and his status as an employee terminated.

- (d) fails to report to the Company after being recalled from layoff within seven (7) calendar days of receipt of notice of recall in line with Article 13.04. Such notices to be sent by email (acknowledge Delivery/Receipt) to the employee's last known address on file and by Registered Mail (Acknowledge Receipt) to the employees last known address on file with the Company should email contact not be made.
- (e) fails to report for work after an authorized leave of absence, vacation or having been recalled from layoff.
- (f) is absent for three (3) scheduled working days within a pay period and without notice to the Company, except when circumstances beyond the employee's control make it impossible to give such notice.
- (g) engages in any form of employment while on an authorized leave of absence or utilizes a leave of absence for purposes other than for which it was granted.

12.04 The Company will post separate and distinct classification seniority lists for Regular full-time and Regular part-time employees within ten (10) calendar days of the effective date of the Collective Agreement and thereafter at six (6) months intervals and will provide the Chief Steward with one (1) copy of each respective seniority list. It shall be the responsibility of each individual employee to ensure that his seniority as listed is correct. Employees shall have fourteen (14) calendar days from the first day of posting to notify the Company for the purpose of having the seniority list corrected after which time, failing correction of the list to the employee's satisfaction, the employee may file a grievance. If no complaints are filed or if filed, complaints are satisfied, it is deemed that the seniority list as posted or corrected are final. Employees on vacation leave and those on Leave of Absence at the time of posting will have fourteen (14) calendar days from their return to work to seek corrections.

- 12.05
- (a) An employee transferring from one occupational classification into another shall hold and continue to accumulate his total earned seniority in the previous occupational classification within the seniority unit until he has been in the new occupational classification and/or seniority unit for sixty (60) calendar days, at which time he/she shall have his full Company seniority transferred.
 - (b) Any employee performing temporary functions outside the scope of

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

- 12.06 When two or more employees in the bargaining unit commence employment on the same date, seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random in the presence of a company representative and a Union representative.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 Should a circumstance including fire, flood, explosion, Act of God, work stoppage by employees of an airline serviced by the Company, sudden reduction in flight volume, make it necessary to reduce the workforce, the employees affected thereby shall be laid-off according to Article 13.02 with forty-eight (48) hours notice. In the event of a partial resumption of operations, the employees affected shall be recalled in reverse order according to Article 13.04.

13.02 Displacement Rights

- (a) It is agreed that an employee with seniority in a classification other than the one from which he/she is being laid-off may exercise his/her seniority within his/her respective Regular full-time or Regular part-time seniority list, should it be sufficient, to apply to bump the most junior employee in other classification in accordance with Article 12.02, provided said individual has the necessary skill, ability and qualifications to perform the work normally required and where these are relatively equal, seniority shall govern.
- (b) A Regular full-time employee in a lay-off situation shall have the right to bump a Regular full-time or part-time employee.

- 13.03 The Company shall notify the Union as soon as possible prior to any lay-off or when the Company reduces the number of Regular full-time employees.

- (a) All employees shall receive at least fourteen (14) days' notice of lay-off or 14 days' pay in lieu of notice, except in the case of lay-off as defined above per Section 13.01.
- (b) The Company will provide 16 weeks' notice when laying off or terminating 50 plus employees or pay in lieu of any portion of the 16 weeks that is not provided. The Company will immediately form a Joint Planning Committee (JPC), which shall meet in accordance with the Canada Labour Code to develop an adjustment plan for the redundant employees. JPC members shall be paid for their time

spent on committee business with the guaranteed hours that are spelled out in this CBA. A statement of benefits shall be produced and made available to the JPC for review. A statement of benefits shall be provided to the employees at the earliest opportunity.

- 13.04 Recalls shall be sent to the employees' personal email with confirmation of delivery and shall be followed by a personal telephone call with a voicemail message if the call is unanswered and voicemail is available. Recall notices are to contain the position and employment status for which an employee is being recalled. Refusal to accept a lesser employment status shall not constitute a breach of contract or invalidate an employee's right to recall to his/her former employment status. The Union shall be cc'd on each email of recall and notification of each recall made by personal contact. An employee on the recall list must keep the Company informed of any change of his email address.
- 13.05 Employees are expected to respond within seventy-two (72) hours of the initial recall and return to work no later than seven (7) calendar days after the seventy-two (72) hours has elapsed. Failure to respond or return to work on the expected recall date, will be considered job abandonment.

ARTICLE 14 – VACANCIES, JOB POSTINGS, PROMOTIONS AND TRANSFERS

- 14.01 In the event that a permanent vacancy or a permanent newly created position comes open within the bargaining unit, notice of such vacancy or newly created position shall be posted for seven (7) calendar days on a bulletin board provided on the premises for such purposes. All such notices shall include the classification, job content overview, the qualifications, experience and education required, the shift, hours of work and the date such notice was posted. Only employees who have successfully completed their probationary period may apply for such job within the time limit specified above.

Those employees wishing to apply for such vacancy or newly created position shall do so by notifying, in writing, the Company representative so designated.

- 14.02 In selecting the successful applicant, the Company shall consider the qualifications, skill, and ability of the individual to perform the duties of the position and where these are relatively equal, seniority shall govern. If the vacancy or permanent newly created position is not filled as a result of the posting, there being no internal applicant who has met the necessary criteria as set out in the above sentence, the Company reserves the right to hire from the outside.
- 14.03 The successful applicant shall not be entitled to bid on any other vacancy until the successful applicant has worked at least three (3) full months in the posted position.

- 14.04 Any permanent vacancy resulting from the placing of the successful applicant in the position so posted will also be posted, but any further resulting vacancy shall be filled by the Company without posting.
- 14.05 The Company shall have the right to fill any position on a temporary basis, which is vacant due to illness, accident, vacation, leave of absence, temporary transfer or temporary promotion, as well as any vacancy created during the period while the vacancy is being filled under this Article.
- 14.06 Each applicant will be informed in writing of the outcome of the job posting within five (5) working days of any final decision having been made.
- 14.07 The Company will advise the Union when a permanent vacancy or a permanently newly-created position is posted and/or has been filled in accordance with this Article.
- 14.08 If the rate of pay for the job to which the employee is temporarily transferred is less than the employee's regular rate of pay, for the job from which the employee has been transferred, the employee shall receive his/her regular rate of pay during such temporary transfer. If the rate of pay for the job to which the employee is temporarily transferred is greater than the employee's regular rate of pay, for the job from which the employee has been transferred, the employee shall receive the higher rate of pay if the temporary transfer extends beyond two (2) hours.

ARTICLE 15 - UNION BOARD

- 15.01 The Company shall supply at least one (1) lockable bulletin board in each crew room for the posting of Union Notices only. While the content of the notices shall be at the sole discretion of the Union, they shall not contain notices that are illegal, abusive, libelous, of a defamatory nature, or that could be contrary to good company or customer relations. The Union will provide the Company with an advance copy of any posting, other than those of a routine nature.

ARTICLE 16 - HOURS OF WORK AND SHIFT ARRANGEMENTS

- 16.01 It is understood and agreed that this Article is intended to provide the basis of a work week. The Company retains the right to arrange and rearrange the hours of work and the shift schedules of all employees to ensure maximum utilization of personnel and overall efficiency at the Company's operations.
- 16.02 Full Time
The standard work week for full-time employees runs from Monday to Sunday and shall be forty (40) hours per week.

The forty (40) hour work week, inclusive of half (1/2) hour uninterrupted paid meal periods, will be made up in any of the following rotations:

- Five (5) eight (8) hour days followed by two (2) days off. The Company will make reasonable efforts to have these rest days consecutive.
- Four (4) ten (10) hour days followed by three (3) days off. The Company will make reasonable efforts to have these rest days consecutive.
- Any other shift schedule as mutually agreed.

16.03 Part Time

The standard work week for part-time employees runs from Monday to Sunday. Part-time employees shall normally be scheduled to no less than twenty (20) hours in a work week, unless the employee requests otherwise, and no more than thirty-two (32) hours in a week. The employer will monitor in an attempt to keep the average at or above 20 hours per week so that employees do not have benefit coverage negated. The employer will make every reasonable effort to schedule Part-time employees for four (4) consecutive hours per day and up to a maximum of ten (10) consecutive hours per day. However, should the employee wish to leave once the assignments are done and the leave is granted, they will be paid actual hours worked with a minimum of three (3) hours.

16.04 The respective breaks and lunch period designations and, where appropriate, payment is set out below.

In a scheduled shift of eight (8) hours, there shall be a thirty (30) minute paid lunch scheduled by the Company, during the middle portion of the shift and where operations so allow. A designated representative of the Company shall assign breaks.

In a scheduled shift of ten (10) hours or more, there shall be a thirty (30) minute paid break in the first five (5) hours of the shift together with a thirty (30) minute paid lunch scheduled by the Company, during the next five (5) hours of the shift and where operations so allow. A designated representative of the Company shall assign breaks.

In a scheduled shift of less than five (5) hours, there shall be a paid ten (10) minute break scheduled by the Company towards the middle of the shift, where operations so allow.

It is the Company's intent that no employee will be required to work beyond five (5) hours without a thirty (30) minute paid meal break.

16.05 An employee may exchange a shift with another employee only with prior

management approval and provide at least twenty-four 24 hours written notice of the request and that it does not result in additional cost to the Company. Management approval will depend on operational requirements. The employee's ability to trade shifts is not intended to allow employees to be absent from the workplace for extended periods of time and/or alter established shift patterns or allow an employee to work in an excess of the standard hours as a result of exchanging a shift with another employee.

16.06 Shift Schedules

- (a) The Company will arrange shift schedules on a departmental basis to meet its contractual commitments and to cater to fluctuations and changes in Airline Schedules. The Company shall prepare shift schedules to the best mutual advantages for each department. Prior to any changes in the schedules of the employees, the Company will meet with the Union Chief Steward, or designate at least two (2) weeks prior to review proposed schedule changes. The Union will have an opportunity to review the changes and propose its own changes prior to the Company posting the schedule.
- (b) Shift schedules may be developed with various day on/day off combinations.
- (c) With the exception of (d), all scheduled shifts will contain a period of not less than eight (8) consecutive hours off duty between scheduled shifts.
- (d) Split shifts will be permitted on a voluntary basis. The Company further commits to utilize as minimal split shifts as possible. Shifts which are split shall have not more than one split per day.

16.07 Shift Bidding

Employees will be entitled to bid on shift schedules in accordance with the following principles:

- (a) Full employees will bid on shift schedules in order of classification seniority, skill and ability and qualifications as required.
- (b) Part-time employees are required to advise the Company on a monthly basis of their availability and will be offered part-time shift schedules in order of classification seniority, skill and ability and qualifications as required.

ARTICLE 17 – OVERTIME

- 17.01 The Company and the Union agree that while overtime will be voluntary, each employee may be expected to work a reasonable amount of overtime if

requested to do so by the Company and the employee is available to perform such work. In this regard, overtime shall be allocated and performed in the following fashion.

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

- i) in order of job classification seniority to those employees on the shift and who have the necessary skill and qualifications to perform the overtime work required; and
- ii) in order of Company-wide seniority to those employees on the shift who have the necessary skill and qualifications to attend to the work required to be done; and
- iii) In order of seniority to those employees not on shift have the necessary skill and qualifications to attend to the work required to be done

Should all senior employees refuse the overtime; the junior employee(s) on shift may be required to work until a replacement is found.

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

17.02 Employees shall be compensated for authorized overtime worked in excess of 8 hours/day or 40 hours in a week for full time employees and in excess of 8 hours/day or 32 hours in a week for part time employees for their scheduled hours as follows:

- (a) Authorized overtime will be calculated at time and one-half (1.5).
- (b) For authorized overtime worked on scheduled days off, time and one-half (1.5) shall be paid.
- (c) Any mandatory overtime worked will be calculated at time and one-half (1.5).
- (d) Overtime does not apply to a shift trade unless the employee works in excess of the shift.
- (e) For employees working a schedule in excess of 8 or 10 hrs./day, time and one-half (1.5) will apply to hours worked in addition to their scheduled shift.

17.03 (a) The Company will distribute voluntary overtime on a job classification seniority basis and post a monthly summary of overtime hours

worked on the bulletin board. The distribution of overtime will be on a rotational basis.

- (b) Overtime will be recorded on a monthly basis. The Company will post the overtime control sheet from the previous day, on a daily basis.
- (c) Should an employee be bypassed for overtime, the onus of proof is to be provided by said employee and the Company will then be required to afford said employee the next available opportunity for overtime as and when available.
- (d) The Company shall make a note of the telephone number it dialed in an attempt to reach the employee in the process of offering overtime to the employee, the employee's response, if any, and the time of day of the call. The Company agrees to make this written notation available to an employee who claims that he was bypassed for overtime.
- (e) Employees shall be compensated for all authorized overtime. Authorized shift change/trade shall mean work by mutual agreement between employees at their convenience. No such shift change/trade shall result in the generation of overtime compensation unless the employee works in excess of the regularly scheduled hours of the employee of that shift.

17.04 An employee who has completed his regular shift, has clocked out, and is then recalled to work shall be paid at one and one-half (1 1/2) time his regular hourly rate for the extra hours worked but in no event shall he receive less than four (4) hours wages at his regular hourly rate. This does not apply to overtime worked prior to the commencement of a scheduled shift and continuing to the commencement of that shift.

17.05 The Employer will notify employees of overtime requirements in advance whenever possible.

17.06 Overtime Bank

Employees may at their option "bank" overtime hours for the purpose of taking paid time off according to the following:

- (a) Banking will be on the basis of one- and one-half hours (1 ½ x hours) banked for each overtime hour worked;
- (b) The maximum number of banked overtime hours is eighty (80) at any given time;
- (c) Employees may use banked time as additional time off with pay or

may be paid for hours banked at the employee's option;

- (d) Payment of hours out of the overtime bank will be at the employee's rate of pay at the time the hours were banked, and not at the employee's rate of pay at the time the employee is paid out his banked time as wages or time off;
- (e) Banked hours may be taken as paid time off at a time mutually agreeable to the Employer and the employee having regard to the Employer's operational requirements.
- (f) Time off requests will be granted to the most senior employee with their request on file when the time off is approved.
- (g) Banked hours must be used no more than 12 months after overtime was accrued

ARTICLE 18 - CLASSIFICATION OF EMPLOYEES

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

Should the Company introduce a new classification, the parties shall immediately discuss to reach mutual agreement on its terms and conditions. In the event the parties do not reach agreement, it shall be subject to the expedited arbitration process contained in this collective agreement.

Cargo Agent

Overview

The cargo agent (office) will compile documents on import or export cargo shipments. Expedites shipment of cargo from warehouse and assist customers in tracking their shipments. Deals directly with customers either by telephone or in person.

Job Responsibilities include:

- Examine manifests, bills of lading and airway bills to determine work procedures for accepting or releasing cargo.
- Notifies consignee or representative concerning arrival dates of shipment, customs clearance requirements and weight of shipment.

- Enter transactions for billing to consignee and airline customer prior to release of freight.
- Authorizes final approval for cargo shipments.
- Prepares invoices for charges, airlines clients and management regarding freight movements.
- Work with CBSA, Transport Canada and other governmental agencies to clear shipments.
- Meets flights in order to exchange documents as required.
- Recognizes dangerous goods upon receiving.
- Other duties as assigned.
- Obtain and hold a RAIC
- Hold a valid provincial driver's license
- Must be able to work different shifts as operational needs require

Cargo Agent Lead

Overview

Compiles documents on import or export cargo shipments. Expedites shipment of cargo from warehouse and assist customers in tracking their shipments. Deals directly with customers either by telephone or in person.

Job Responsibilities include:

- Acts as a working leader to those employees assigned to him
- Supervise employees assigned to work specific jobs at front counter or on airline accounts and assist with ongoing service performance
- Ensures that employees are fully trained on company policies and procedures including telephone, IT and accounting procedures, security processes and policies and operation of customer and inhouse cargo systems.
- Ensure that customers service issues are addressed, and corrective action taken to ensure quality of service.
- Ensure proper recording and management of cargo for accounting purposes.
- Oversee regulatory procedures are followed (CBSA, Transport Canada, etc.) in relation to cargo shipments processed, and ensure effective communication with customer and warehouse for same
- Perform new employee introduction to work area, explain work rules, uniform policy, time clock processes, office-terminal procedures and provides overview of department operations.
- Train employees on specifics or assigns employees to work with an experienced representative.
- Manage employee rosters and time and attendance disciplines.
- Other duties as assigned.
- Obtain and hold a RAIC

- Hold a valid provincial driver's license
- Be familiar with operational processes and possess the ability to work within airline cargo systems
- Must be able to work different shifts as operational needs require
- Must be able to speak, read, and write in English proficiently

Cargo Handler (Warehouse Agent)

Overview

The cargo handler warehouse is responsible for receiving, storing, building-up, breaking-down and distributing air freight within operational guidelines. Positions requires: heavy lifting, pushing, bending, stretching and frequent kneeling.

Job Responsibilities include:

- Load/unload air cargo from/to trucks
- Prepare, build and palletize cargo as needed
- Break down and unload pallets
- Read air waybills, bills of lading, and freight manifests to determine the items to be moved, gathered or distributed.
- Convey freight from receiving areas to storage or to other warehouse areas using forklift or other designated handling equipment.
- Sort and place materials or items on racks, shelves, or in bins according to predetermined sequence such as consignee or destination.
- Follow Dangerous Goods Requirements and Regulations
- Sort and store dangerous goods in proper area.
- Complete requisitions, work orders, or request for materials, tools or other stock items and distribute items to other locations.
- Open bales, crates, and other containers for breakdown. Record counts of items received or distributed.
- Weighs and counts items for distribution within warehouse to ensure conformance to company standards and airway bill.
- Performs X-ray or other pre-flight security checks on manifested cargo as required.
- Ensure that work areas are clean and hazard free of loose nets, strap etc.
- Must practice all company's Safety Policy inclusive of, but not limited to: wearing PPE, equipment operation, safe lifting procedures or obeying speed limits when driving company vehicles and equipment.
- Other duties as assigned
- Hold a valid provincial driver's license
- Obtain and hold a RAIC
- Obtain and hold a forklift driving license

- Must be able to work different shifts as operational needs require

Cargo Handler Lead (Warehouse Lead)

Overview

Compiles documents on import or export cargo shipments. Expedites shipment of cargo from warehouse and assist customers in tracking their shipments. Deals directly with customers either by telephone or in person. Assist cargo supervisors with daily operations. Verify and keep records on import and export cargo as well as maintain applicable safety and quality standards.

Job Responsibilities include:

A lead is an employee required to perform the same work as any Cargo Handler, but in addition to:

- Acts as a working leader to those employees assigned to him/her
- Ensures assigned personnel and equipment are properly utilized
- Assign employees to work specific jobs loading, unloading, building up and breaking down air freight.
- Ensure that employees are fully trained on company policies and procedures including warehouse safety, forklift operation and security procedures.
- Ensure that service issues are addressed and/or corrected to ensure quality of service is maintained to airline customers.
- Maintains an orderly work area, perform or assign general warehouse housekeeping duties including sweeping storage and dock areas.
- Operate forklifts, tugs and other handling equipment which is required to transport freight in a safe and efficient manner.
- Ensures that all company safety rules including dangerous goods handling and awareness are being adhered to, report safety hazards and incidents to Terminal Supervisors.
- Ensure all cargo is screened according to airline and Transport Canada requirements
- Inventory freight to ensure proper accounting for import and export shipments.
- Direct cargo handlers in performance of their duties and carry out other lead responsibilities in accordance with Menzies Aviation policies and applicable laws.
- Give direction on the proper use of equipment, work methods and safety practices
- Prior Cargo Handler experience and Forklift certification
- Obtain and hold a forklift driving license
- Work different shifts as operational needs require
- Ability to work in inclement weather
- Be familiar with operational processes and possess the ability to work within airline cargo systems
- Other duties as assigned.

- Must be able to work different shifts as operational needs require
- Must be able to speak, read, and write in English proficiently.

ARTICLE 19 - PROTECTION OF EMPLOYEES AND EMPLOYEE PROPERTY

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

The Company will provide the following uniforms to all employees at no cost.

Item

3 pants, 3 shirts, 1 vest, 1 fleece sweater, 1 water repellent rain jacket, 1 water repellent rain pant, 1 winter coat, 1 winter toque, 1 baseball cap, 2 summer cargo shorts. These items are provided on an annual basis or as determined on an as required basis by the Company acting reasonably with the exception of 1 winter coat which will be issued every 2 years.

19.02 Gloves

Work gloves will be supplied to employees upon request. The Company will provide summer, winter and waterproof gloves, according to the season for each employee.

19.03 Personal Protective equipment (PPE):

The Company will ensure that all employees requiring access airside will be provided PPE at no cost to the employee. Employees must use and wear the equipment, devices or protective clothing which is placed at their disposal by the Company or for which they have been paid.

19.04 Safety Footwear

The Company will reimburse employees for the cost of CSA approved safety footwear to a maximum of \$150.00 every twelve months. Employees must provide an original proof of and/or original receipt of the approved footwear purchase and must have successfully completed the probationary period to qualify for reimbursement.

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

19.05 The Company agrees to provide all bargaining unit members with lockers for safe keeping of personal effects and work clothes.

ARTICLE 20 – ANNUAL VACATIONS

20.01 Any employee who, on the 31st day of December in each year, has:

- (a) completed less than one year of continuous service with the Company shall receive vacation pay in accordance with the provisions of the *Canada Labour Code, Part III*, as amended from time to time;
- (b) completed one (1) year of continuous service but less than five years of continuous service with the Company shall receive two (2) weeks' vacation with pay equal to four percent (4%) of the amount of the employee's total wages earned, in the previous vacation year;
- (c) five (5) years or more continuous service with the Company shall receive three (3) weeks' vacation with pay equal to six percent (6%) of the amount of the employee's total wages earned, in the previous vacation year.
- (d) ten (10) years or more continuous service with the Company shall receive four (4) weeks' vacation with pay equal to eight percent (8%) of the amount of the employee's total wages earned, in the previous vacation year.

20.02 Annual vacation pay shall be based on an employee's total wages earned, (as defined below) in the previous vacation year up to and including the last pay period of December of the current vacation year; with the appropriate amount accrued to be paid to the employee when he takes his vacation (between January 1st - December 31st) of the following year, with any balance of vacation pay owing to an employee to be paid to the employee the last pay period corresponding to December 31st.

20.03 Vacation year is to be considered from January 1st to December 31st.

20.04 Total wages earned includes the previous years' vacation pay.

20.05 The Company will take Regular full-time/Regular part-time seniority by job classification into consideration when preparing vacation schedules provided, the Company is able to maintain a qualified workforce sufficient to perform the necessary work.

20.06 Vacation must be taken during the following vacation year and cannot be carried forward from one vacation year to the next.

ARTICLE 21 – GENERAL HOLIDAYS

21.01 The following General Holidays shall be observed:

New Year's Day	Day of Truth and Reconciliation
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Labour Day	Boxing Day

21.02 Any new General Holidays that are legislated during the life of this agreement shall automatically be recognized and included.

21.03 Employees shall be compensated for General Holidays as follows:

- (a) An employee who is scheduled and thus works on any of the above holidays, shall be paid one and one half (1 ½ x) times his/her regular basic hourly rate for time worked on such holiday in addition to his/her daily pay.
- (b) An employee who is NOT scheduled and thus does not work or is on vacation on any of the above holidays, shall be paid the equivalent of the wages he/she would have earned at his/her regular basic hourly rate for his/her normal hours of work as per the *Canada Labour Code*.
- (c) An employee who works overtime on any of the above holidays shall be paid two times (2x) his/her regular basic hourly rate for time worked on such holiday.

ARTICLE 22 – LEAVES OF ABSENCE

General Statutory Leaves

22.01 Maternity/parental, organ donor, bereavement, reservist, compassionate care, family responsibility/emergency and sick leaves shall be afforded to employees in accordance with the *Canada Labour Code*, Part III, as amended from time to time.

Jury Duty/Crown Witness

22.02 (a) An employee who is selected for service as a juror or summoned as a Crown witness will be compensated for loss of pay from his regularly scheduled shift due to such jury or Crown witness service.

Such compensation will be based on his regular hourly rate less the fee received for his services as a juror or Crown witness. However, should the employee present himself for selection as a juror and not be selected, then he is required to return to the plant to complete his remaining normally scheduled work day.

- (b) In order for an employee to qualify for payment under this section, he must:
 - (i) inform his supervisor of his selection or subpoena and provide the Company with a copy of the Summons to Witness or Jury Duty;
 - (ii) if released from service as a juror or Crown witness and six hours or more remain in the employee's regularly scheduled hour, he must return to the plant to complete his remaining normally scheduled work day;
 - (iii) provide a written statement to the Company indicating the date of his service as a juror or Crown witness and the time so spent and the fee received for such service; and
 - (iv) have successfully completed his probationary period.

Personal Leave of Absence

22.03 The Company may, in its discretion, and subject to the requirements of the Company's business, grant a personal leave of absence without pay and without loss of seniority to employees who have successfully concluded their probationary period, for good and sufficient personal reasons up to a maximum of one (1) month.

Personal leave of absence may only be requested by an employee once every two (2) years with a twenty-four (24) month period between the expiry of the first leave and the commencement of the second leave, and shall be requested by the employee in writing as far in advance as possible, with a minimum of four (4) weeks advance notice being required, with the request setting out the length of leave of absence requested and the purpose of the leave.

22.04 Any personal leave of absence granted by the Company shall be confirmed in writing and shall set out the length of leave of absence granted, the purpose of the leave and terms, if any, on which is granted. Remaining outstanding vacation time must be exhausted prior to the commencement of the leave of absence.

Bereavement Leave

22.05 (a) Every employee is entitled to and shall be granted, in the event of the death of a member of their immediate family, a leave of absence

from employment of up to ten (10) days that may be taken during the period that begins on the day on which the death occurs and ends six weeks after the latest of the days on which any funeral, burial or memorial service of that immediate family member occurs. The leave of absence may be taken in one or two periods. Employees that have been employed for 3 continuous months and have incurred lost time will be paid a normal rate of pay up to a maximum of 3 days. In addition, if *any* employee is notified while at work of a death in his immediate family, he/she shall be relieved from duty and paid for the balance of that workday.

“Immediate Family” means the employee’s spouse or common-law partner; the employee’s father and mother and the spouse or common-law partner of the father or mother; the employee’s child(ren) and the child(ren) of the employee’s spouse or common-law partner; the employee’s grandchild(ren); the employee’s brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual’s death.

- (b) The Company shall grant to an employee who has successfully completed his probationary period one (1) day leave of absence with pay upon the death of the employee’s brother-in-law, daughter-in-law, son-in-law, sister-in-law, for the purpose of making arrangements for and/or attending the funeral or, where the employee is unable to attend the funeral due to distance, personal reflection time.
- (c) Should more time off be legitimately required by the employee for reasons relating to the death, an additional leave of absence without pay will be considered by the Company and not unreasonably denied.
- (d) The Company shall have the right to request and receive proof of death relating to any such absence as a condition of an employee receiving any pay as referenced in this Article.

22.06 Union Leave

The Company may grant a leave of absence without pay to not more than two (2) employees, for a combined total period not exceeding thirty (30) days in

any contract year, to represent the Union at Union conventions, seminars and education classes, provided the Company is given fourteen (14) days advance notice in writing by the Union and, in the judgment of the Company, such leave of absence can be arranged without undo inconvenience to normal operations. Pay for time spent on such union leaves will be at the expense of the Union and will be paid to the employee by the Company and reimbursed to the Company by the Union as provided in Article 8.06.

22.07 Sick Days

Upon ratification, all active employees shall be entitled to paid sick days as follows:

- (a) Upon completion of 30 days of employment, employees are entitled to three (3) paid days of sick leave.
- (b) Employees are entitled to earn one day of medical leave with pay for each month of employment with the Company, up to a maximum of ten (10) days in a calendar year.
- (c) Any day of medical leave with pay that an employee does not take in a calendar year carries forward to January 1st of the following calendar year and counts toward the ten days that can be earned in the new year.
- (d) The maximum number of days of medical leave with pay that an employee can take in a calendar year is ten (10).
- (e) The Employer may require proper medical authorization to substantiate any absence for paid sick leave of five (5) days or longer, but such requests shall not be made in an arbitrary fashion.

22.08 Personal Leave

- (a) Every employee is entitled to and shall be granted a leave of absence from employment of up to five days in every calendar year for
 - (i) treating their illness or injury;
 - (ii) carrying out responsibilities related to the health or care of any of their family members;
 - (iii) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
 - (iv) addressing any urgent matter concerning themselves or their family members;

- (v) attending their citizenship ceremony under the *Citizenship Act*; and
 - (vi) any other reason prescribed by regulation.
- (b) Leave with Pay
- If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first three days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.
- (c) Division of Leave
- The leave of absence may be taken in one or more periods. The employer may require that each period of leave be of not less than one day's duration.
- (d) Documentation
- The employer may, in writing and no later than 15 days after an employee's return to work, request that the employee provide documentation to support the reasons for the leave. The employee shall provide that documentation only if it is reasonably practicable for them to obtain and provide it.

ARTICLE 23 - HEALTH & WELFARE BENEFITS

- 23.01 The Health and Welfare plans, which shall be made available to all employees hired after Jan 1, 2021 are as follows:
- (a) Group Extended Healthcare Insurance (class "e" policy);
 - (b) Group Dental Insurance (class "e" policy);
 - (c) Life Insurance (class "e" policy);
 - (d) Emergency travel assistance (class "e" policy);
 - (e) Dependent Life Insurance (class "e" policy);
 - (f) Accidental Death and Dismemberment Insurance (class "e" policy); and
 - (g) Registered Retirement Savings Plan - RRSP (available to all FT employees regardless of hire date)
- 23.02 The Company agrees to pay 75% of the total cost of the premiums as

determined by the carrier from time to time for group extended healthcare insurance (inclusive of emergency travel assistance), for all employees who have successfully completed their probationary period.

The Company agrees to pay 75% of the total cost of the premiums as determined by the carrier from time to time for group dental insurance for all employees who have successfully completed their probationary period.

The Company agrees to pay 100% of the total cost of the premiums as determined by the carrier from time to time for group life and dependent life insurance for all employees who have successfully completed their probationary period.

The Company agrees to pay 100% of the total cost of the premiums as determined by the carrier from time to time for Accidental Death and Dismemberment Insurance for all employees who have successfully completed their probationary period.

The benefits available to employees shall be as more particularly described and set forth in the respective plan documents and policies of insurance. The Union shall be provided with copies of all current insurance policies upon signing of the Agreement and in future whenever there is a change to the carrier of any benefit coverage. It is understood that the Company may at any time substitute another carrier for any of the benefit plans set out in Article 23.01 provided the benefits conferred thereby are, in aggregate, relatively comparable.

Effective June 1st 2022, the Company agrees to make the following enhancements to the group insurance class "e" plan:

- Paramedical - coverage to be adjusted to \$300 per person/dependent per benefit year for each qualified paramedical practitioner.
- Orthodontics – implement to lifetime of \$1500 for dependents under age of 25.
- Introduction of EAP Benefits - Behavior Health Benefits inclusive of Psychiatrist and Psychotherapist

The health and welfare benefit plans as listed in Article 23.01 are mandatory for each Regular full-time employee who has successfully completed his probationary period. In this regard, save and except for the fact that the only coverage an employee can refuse is group extended healthcare insurance and group dental insurance and only if the employee's spouse and eligible dependents (where applicable) are covered by said benefit by another insurance company. The employee then must be enrolled in the remaining health and welfare benefit programs; namely life insurance, accidental death and dismemberment insurance.

23.03 The Company agrees to deduct from eligible employees who have successfully completed their probationary period 25% of the total cost of the premiums as determined by the carrier from time to time for group extended healthcare insurance (inclusive of emergency travel assistance), as referenced in 23.01.

The Company agrees to deduct from eligible employees who have successfully completed their probationary period 25% of the total cost of the premiums as determined by the carrier from time to time for group dental insurance as referenced in 23.01.

The Company agrees to deduct from eligible employees who have successfully completed their probationary period 0% of the total cost of the premiums as determined by the carrier from time to time for life and dependent life insurance as referenced in 23.01.

The Company agrees to deduct from eligible employees who have successfully completed their probationary period 0% of the total cost of the premiums as determined by the carrier from time to time for Accidental Death and Dismemberment Insurance.

23.04 Any dispute over payment of benefits or eligibility to receive benefit payments under the above plans or policies shall be adjusted between the eligible employee and the insurer concerned. The Company is no way liable to any individual eligible employee for payment of benefits under such plans or policies and any issue between the eligible employee and the insurer may not form or constitute in any manner whatsoever a grievance or arbitral matter under the Collective Agreement.

23.05 The current contributions by the Company toward the premium costs of the health and welfare plans as referenced in Article 23.01 will cease, save where statutorily required to be continued, or when an employee has been off work in the case of a layoff or leave of absence, to the end of the second month following the month of layoff or leave of absence, or when an employee has been off work on sick leave, upon seventeen (17) weeks having expired from the first day of sick leave.

23.06 Employees hired prior to Jan 1, 2021 may elect to maintain their current class “c” policy benefits at their current percentage premium contribution rates or opt into the class “e” policy with the enhancements spelled out in 23.02. Such employees will have 1 month following ratification of this agreement to advise the Company of their decision.

23.07 RRSP

Effective the first day of the month following ratification, the Company shall offer to all FT employees who have completed 120 days of employment, the

opportunity to participate in a Registered Retirement Savings Program (RRSP). Participation in said program is voluntary. The Company will contribute on a dollar-for-dollar amount to a maximum of 4% of the employees bi-weekly wages. Employees who are enrolled in the plan shall be furnished with copies on an employee's handbook upon enrollment and upon request.

The employees must elect bi-weekly payroll deductions and the Company will match to a maximum of 4%.

ARTICLE 24 – PARKING

24.01 The Company agrees to continue its current practice of providing parking at no expense to employees. Should the costs of parking increase significantly during the life of this Agreement, the parties agree to seek alternative solutions which may include an employee co-pay.

ARTICLE 25 – WAGE AND JOB CLASSIFICATIONS

25.01 The rates of pay and job classifications/departments shall be as set out in Schedule A attached hereto and forming part of this Collective Agreement.

25.02 It is the current practice of the Company to pay wages bi-weekly. The Union will be advised one month in advance should the Company make a change to same.

ARTICLE 26 - TRAINING AND POLICIES

26.01 On-the-job training will be conducted by TTT airline certified trained bargaining unit employees and Supervisors. The Company has the discretion to select and allocate appropriate on-the-job trainers. Trainer opportunities will be awarded based on seniority and qualifications when a vacancy becomes available. Other types of training may be conducted by appropriate Menzies Aviation trainers or contractors.

26.02 The Company will make available to all employees their Standard Operating Procedure (SOP) manual for their reference. The SOP manual will be reviewed by the Company to ensure the contents are relevant and up to date with operational needs.

26.03 The Company agrees to provide employees and Union upon request copy(s) of its current Policies, Procedures Manual, and employee benefit(s) booklets.

26.04 All training shall be paid. The Company will endeavor to have training completed during work hours. Should an employee be required to complete any training outside of work hours they will be compensated at the appropriate rate of pay. In the event the employee has completed training outside of work hours they must advise the Supervisor and General Manager.

26.05 Training Premium
\$2.00/hr. shall be paid to bargaining unit employees who are qualified trainers and who are tasked with on-the-job training duties. This premium shall apply to the entire shift where the hours of actual training are occurring.

ARTICLE 27 - DURATION

27.01 This Agreement shall commence on the 13th day of May 2022 and expire on the 12 day of May 2024. It shall continue from year to year thereafter unless either party gives notice in writing to the other, anytime within one hundred and twenty (120) days prior to the expiry date hereof the party's intention to terminate this Agreement or negotiate revisions thereto.

Signed by the parties this 17th day of May 2022.

FOR THE COMPANY

Nathaniel Glover

Nathaniel Glover
SVP Canadian Operations

FOR THE UNION


Michael Corrado
General Chairperson IAMAW

Gagandeep Singh
Gagandeep Singh
Regional Human Resources Manager

SCHEDULE A - JOB CLASSIFICATIONS, WAGES & PREMIUMS

Cargo Agents (Office Agents)

	Qualifications	(Year 1)	(Year 2)
Start		\$17.50	\$18.00
Level 1 (completed probation)		\$18.00	\$18.50
Level 2 (12 months)	RAIC	\$18.50	\$19.00
Level 3 (24 months)	RAIC	\$18.75	\$19.25
Level 4 (36 months)	RAIC	\$19.00	\$19.50
Level 5 (48 months)	RAIC	\$19.50	\$20.00
Level 6 (60 months)	RAIC	\$20.00	\$20.50
Level 7 (72+ months)	RAIC	\$20.50	\$21.00

- Employees hired prior to ratification shall be slotted to the appropriate level and advance based on their required months of service. Further increases to occur on the anniversary date of the agreement.
- AVOP premium for all employees who are fully trained & qualified at \$0.50 per hour.
- Forklift Premium \$1.00 per hour (if it ever becomes a job requirement).
- Lead premium at \$3.00 per hour (inclusive of any forklift premium).
- All wage increases are retroactive to Jan 12, 2022 (date of union certification) or date of hire, if hired after certification.

Wage increase examples:

Cargo Agent hired July 27 2015:

Jan 12, 2022 – completed 72+ months, moves to 20.50 plus any applicable premiums.
 Ratification (Ex. May 1 2022) 72+ months, stays at 20.50 plus any applicable premiums.
 July 27 2022 – 72+ months, stays at 20.50 plus any applicable premiums.
 CBA 2023 Anniversary (Ex. May 1 2023) 72+ months, moves to 21.00 plus any applicable premiums.

Cargo Agent hired January 19 2019:

Jan 12, 2022 – completed 24 months, moves to 18.75 plus any applicable premiums.
 Jan 19, 2022 – completed 36 months, moves to 19.00 plus any applicable premiums.
 Ratification (Ex. May 1 2022) 36 months, stays at 19.00 plus any applicable premiums.
 Jan 19, 2023 – completed 48 months, moves to 20.00 plus any applicable premiums.
 CBA 2023 Anniversary (Ex. May 1 2023) stays at 20.00 plus any applicable premiums.
 Jan 19, 2024 – completed 60 months, moves to 20.50 plus any applicable premiums.

Cargo Agent hired Feb 12 2022 shall progress as follows:

Feb 12, 2022 – move to new hire rate of 17.50 plus any applicable premiums.
 CBA Ratification (Example May 1 2022) stays at 17.50 plus any applicable premiums.
 Jun 12, 2022 (120 probation) – move to 18.00 plus any applicable premiums.
 Feb 12, 2023 completed 12 months, moves to 19.00 plus any applicable premiums.
 CBA 2023 Anniversary (Ex. May 1 2023) stays at 19.00 plus any applicable premiums.
 Feb 12, 2024 – completed 24 months, moves to 19.25 plus any applicable premiums.

Cargo Agent Lead hired Jul 14, 2014 shall progress as follows:

Jan 12, 2022 – completed 72 months, moves to 20.50 plus any applicable premiums.
 CBA Ratification (Ex. May 1 2022) stays at 20.50 plus any applicable premiums.
 CBA 2023 Anniversary (Ex. May 1 2023) moves to 21.00 plus any applicable premiums.

Cargo Handlers (Warehouse Agents)

	Qualifications	(Year 1)	(Year 2)
Start		\$17.00	\$18.00
Level 1 (completed probation)		\$17.50	\$18.50
Level 2 (12 months)	RAIC	\$18.00	\$18.75
Level 3 (24 months)	RAIC	\$18.25	\$19.25
Level 4 (36 months)	RAIC	\$18.50	\$19.50
Level 5 (48 months)	RAIC	\$18.75	\$19.75
Level 6 (60 months)	RAIC	\$19.00	\$20.00
Level 7 (72+ months)	RAIC	\$19.25	\$20.75

- Employees hired prior to ratification shall be slotted to the appropriate level and advance based on their required months of service. Further increases to occur on the anniversary date of the agreement.
- AVOP premium for all employees who are fully trained & qualified at \$0.50 per hour.
- Forklift Premium \$1.00 per hour.
- Lead premium at \$3.00 per hour (inclusive of any forklift premium).
- All wage increases are retroactive to Jan 12 ,2022 (date of union certification) or date of hire, if hired after certification.

Wage increase examples:

Cargo Handler hired Oct 26, 2016 shall progress as follows:

Jan 12, 2022 – completed 60 months, moves to 19.00 plus any applicable premiums.
 CBA Ratification (Example May 1 2022) stays at 19.00 plus any applicable premiums.
 Oct 26, 2022 – completed 72 months, moves to 19.25 plus any applicable premiums.
 CBA 2023 Anniversary (Example May 1 2023) 72 months moves to \$20.75 plus any applicable premiums.

Cargo Handler hired Jul 29, 2019 shall progress as follows:

Jan 12, 2022 – completed 24 months, moves to 18.25 plus any applicable premiums.
 CBA Ratification (Ex. May 1 2022) – stays at 18.25 plus any applicable premiums.
 Jul 29, 2022 – completed 36 months, moves to 18.50 plus any applicable premiums.
 CBA 2023 Anniversary (Ex. May 1 2023) 36 months moves to \$19.50 plus any applicable premiums.
 Jul 29, 2023 – has completed 48 months, moves to 19.75 plus premiums

Cargo Handler hired Feb 28, 2022 shall progress as follows:

Feb 28, 2022 – move to new hire rate of 17.00 plus any applicable premiums.
CBA Ratification (Ex. May 1 2022) stays at 17.00 plus any applicable premiums.
Jun 28, 2022 (120 probation) move to 17.50 plus any applicable premiums.
Feb 28, 2023 completed 12 months, moves to 18.75 plus any applicable premiums.
CBA 2023 Anniversary (Ex. May 1 2023) stays at 18.75 plus any applicable premiums.
Feb 28, 2024 – completed 24 months, moves to 19.25 plus any applicable premiums.

Cargo Handler Lead hired Jul 14, 2014 shall progress as follows:

Jan 12, 2022 – completed 72 months, moves to 19.25 plus any applicable premiums.
CBA Ratification (Ex. May 1 2022) stays at 19.25 plus any applicable premiums.
CBA 2023 Anniversary (Ex. May 1 2023) moves to 20.75 plus any applicable premiums.

Letter of Understanding No. 1

Menzies Aviation (Canada) Ltd. and the IAMAW Transportation District 140

Re: Operations during a Pandemic, Epidemic or Public Health Outbreak

Whereas the Company's operations have suffered dramatically due to the negative effects of the current Covid 19 Pandemic;

And whereas the parties wish to address the unique circumstances and effects caused by the Covid 19 Pandemic and other such public health outbreaks that may arise;

Therefore, the Parties to the present Collective Agreement agree that the CBA shall apply with the added conditions as follows:

Layoff process during a pandemic, epidemic or public health outbreak:

- 1) The Union will be provided with electronic copies of all lay-off and termination notices. The Union will inform the Company of the appropriate Union email address to send all such notices.

Employees on lay-off during a pandemic, epidemic or public health outbreak shall retain their Basic Life Insurance & AD&D benefits while on such temporary lay-off at the Company's expense for 3 months. Employees may opt to continue their full benefit coverage during the lay-off for up to 6 months, however the employee must pay 100% of the cost of the premiums for this coverage.

- 2) In the event of a pandemic, epidemic or public health outbreak the Company reserves the right to maintain employees with specific skills as required by the airlines and the Company to maintain operations. This may mean specific classifications, certifications, and airline specific training certifications. This also includes appropriate airport licensing/clearance requirements. The Company will always endeavor to follow seniority recognizing the aforementioned requirements.

Recalling of workers into their pre-pandemic, epidemic or public health outbreak FT and PT positions:

The recall notice shall provide employees with a minimum of 5 days' notification of the employees expected start date. Employees shall answer the recall notice within 3 days of it being received and shall report to work for the start date listed in the recall.

The Union will be provided with electronic copies of all recall notices. The Union will inform the Company of the appropriate Union email address to send all such notices.

It is the employees' responsibility to ensure his/her contact information on file with the Company is correct and up to date.

Laid off employees shall be given 2 opportunities of call back into their pre-pandemic, epidemic or public health outbreak FT or PT positions before the Company deems the workers to have resigned from their employment. Any employee who declines call back on the first opportunity shall be given a second recall opportunity during the next recall period after all employees proceeding the employee have been recalled and the company has initiated a new recall period. Failure to return during a second recall opportunity will result in job abandonment.

Working and recalling of workers for casual type hours during a pandemic, epidemic or public health outbreak:

The Company shall call and canvass employees according to their seniority, for available classification hours of work that do not meet the normal definition of typical FT or PT hours.

Casual hours shall for this letter of agreement be considered as less than 16 hours per week.

Current active employees shall be given first opportunity to bid on or select available hours, ahead of those who are inactive and on lay-off. Those who are inactive and on lay-off will be able to select from the remaining available posted hours according to their classification seniority.

Employees who are on active status for a minimum of 1 month, shall maintain any group insurance benefits that they were entitled to prior to lay-offs.

The Company shall provide parking at no cost to all such active employees.

Public Health guidelines

The Company shall create and implement a Covid -19 or other relevant public health outbreak workplace safety plan that describes the measures and procedures put into place to make the workplace safer for everyone. The Company shall discuss and share their plan with everyone in the workplace. It shall be posted in a place where employees and patrons will see it and have it available upon request (for example, to inspectors or enforcement officers).

The Company shall supply and make available to any employee who voluntarily requests, a rapid test for Covid 19 or any of its variants. Any such available tests during a pandemic, epidemic, or public health outbreak shall be 100% paid for by the Company.

Paid isolation leaves

Due to COVID or its variants, if the Company directs an employee to stay home out of an abundance of caution, the Company shall provide 10 paid isolation days per calendar year. These days are not accumulative from year to year.

These days shall not be used to cover any isolations that are attributed to vacation related travel.

Vaccination Recall Rights

The Parties agree that any bargaining unit member who is unable to work because of their vaccination status and who cannot reasonably be accommodated by the Company, shall be placed on lay-off status due to shortage of work and maintain recall rights.

Such bargaining unit member(s) shall have recall rights as per the Collective Agreement.

Should the vaccination status of the laid-off bargaining unit member change which qualifies the employee to resume work, the bargaining unit member will be first to be called back to work when an opening becomes available. This shall be subject to the employee's seniority in relation to others on lay-off whose vaccination status changed and allows them to resume work.

Such bargaining unit member(s) seniority shall continue to accrue, as shall all other accruals under the Collective Agreement.

Signed by the parties this 17th day of May 2022.

FOR THE COMPANY

Nathaniel Glover

Nathaniel Glover
SVP Canadian Operations

FOR THE UNION



Michael Corrado
General Chairperson IAMAW

Gagandeep Singh

Gagandeep Singh
Regional Human Resources Manager

Letter of Understanding No. 2

Menzies Aviation (Canada) Ltd. and the IAMAW Transportation District 140

Re: Drug and Alcohol Testing

Safety-Sensitive Positions

Any person or employee eligible for placement into a safety-sensitive position may be required to undergo drug testing prior to commencement in that position.

Post-Incident Drug and Alcohol Testing

The Company may request that an employee submit to a mandatory medical evaluation including breath and/or bodily fluid testing if the employee was involved in a significant incident, accident or near miss and the Company, acting reasonably, has reasonable suspicion to believe that alcohol or drug use by that employee may have been a contributing factor.

The request may be made after the employee has been privately interviewed and assessed by at least 2 persons from management. He/she shall be afforded the opportunity of union representation if a union steward is on shift.

Reasonable Suspicion

A reasonable suspicion determination is based on specific observations concerning the appearance, behaviour, speech, or bodily odour of the employee. Examples include, but are not limited to, the following:

- Evidence of drugs or alcohol on or about the employee's person or possession; or
- Conduct on the employee's part that suggests the employee may be under the influence of drugs or alcohol.

An employee who refuses to submit to a test in accordance with this Article shall be subject to discipline up to and including termination of his or her employment and shall not be permitted to perform or continue to perform any work until the Company completes an investigation regarding the incident and directs the employee to return to work. When an employee is asked to submit to a drug or alcohol test, the employee may be escorted to the medical clinic by a member of management. The test will be performed at Company expense. The employee will be provided with transportation home and will be suspended with pay pending the results of the test. If the results of the initial medical test are positive, a second medical test will be conducted to ensure the accuracy of the first test.

Return to Duty Services

Shall be provided when a substance abuse issue has been identified through self-disclosure or through the testing program. If an employee is found to be in violation of the company's drug and alcohol testing policy, return-to-duty services shall be offered to the employee.

Random Testing

Employees participating in a drug and/or alcohol treatment program or returning to work from such a program may be required to submit to random drug or alcohol testing as part of the conditions of continued employment and/or return to work.

Signed by the parties this 17th day of May 2022.

FOR THE COMPANY

Nathaniel Glover

Nathaniel Glover
SVP Canadian Operations

Gagandeep Singh
Gagandeep Singh
Regional Human Resources Manager

FOR THE UNION



Michael Corrado
General Chairperson IAMAW