

Collective Agreement

Between

Teamsters Local Union No. 987 of Alberta
(Herein after referred to as the “Union”)

-And-

1254582 Alberta Ltd.
operating as Airport Taxi Service
(Herein after referred to as the “Company”)

14084(01)

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ARTICLE 1 – PURPOSE

1.01 The Union is certified as the collective Bargaining Agent on behalf of the employees; and the parties agree to enter into a Collective Agreement for the purpose of establishing financial relationships and other terms and conditions of service for all the employees represented by the Union;

The purpose of this Agreement is to:

- a)** maintain harmonious and mutually beneficial relationships between the Company and the employees that the Union represents;
- b)** set forth terms and conditions of relationship which affect the employees covered by this Agreement;
- c)** maintain the quality of the services provided by the Company, maintain professional standards, and promote the well-being and productivity of the employees.
- d)** maintain and foster an effective working relationship at all levels of the Company.

1.02 The word “driver” or “employee” wherever used in this Agreement shall mean any or all of the members of the Bargaining Unit as defined in Article 2.01, except where the context otherwise provides. The word “Company”, wherever used in this Collective Agreement, shall mean 1254582 Alberta Ltd.

1.03 In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include all genders.

ARTICLE 2 – UNION RECOGNITION

- 2.01**
- a)** The Company agrees to recognize and does hereby recognize Teamsters Local Union No. 987 as the sole Bargaining Agent for collective bargaining purposes for the Bargaining Unit comprising those employees of the Company covered by the certificate issued by the Alberta Labour Relations Board, dated April 2, 2009 therein described as “All employees of 1254582 Alberta Ltd., except office and clerical personnel”.
 - b)** In order to provide an orderly and speedy procedure for the settling of grievances, the Company acknowledges the right of the Union to appoint or elect Shop Stewards, whose duties shall be to assist any employee, whom the Shop Steward represents, in preparing and presenting a grievance in accordance with the Grievance Procedure.

- c) The Company shall designate bulletin boards for the use of the Union in a conspicuous place for the purpose of posting routine Union bulletins and notices for a period of seven (7) days. The Company and Union agree that the current bulletin board located at the Company's airport offices is sufficient. **An** authorized Agent of the Union shall have reasonable access to the Company's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to. It is understood that the operating offices of the Company at the Edmonton Airport are extremely congested and if in the sole opinion of the Company, the access granted herein would interfere with operations access will be rescheduled to an alternate time or place.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01** The Union acknowledges that it shall be the exclusive right of the Company to operate and manage the business in all respects, unless otherwise provided by this Collective Agreement. The employer reserves all rights not specifically restricted by the provisions of this Collective Agreement including the right to:
- a) maintain order, discipline and efficiency;
 - b) make or alter rules and regulations to be observed by Employees, which are not in conflict with any provision of this Collective Agreement;
 - c) direct the working forces, create new classifications and work units, determine the number of Employees, if any, needed from time to time in any work units or classifications, and determine whether or not positions will be continued or declared redundant;
 - d) hire, promote, transfer, lay-off, recall and demote; and discipline, suspend or discharge for cause. The Company agrees to consider qualified applicants brought forth by current Union members.
 - e) The Company acknowledges that any exercise of management rights is subject to the Grievance Procedure per Article 20.

ARTICLE 4 – SOLE AUTHORITY

- 4.01** This Agreement shall be the sole authority governing the relationship between the Company and the employees with the exception of the contracts, documents, and agreements which are listed in Exhibit "A". Except for the agreements listed in Exhibit "A", the signing of this Agreement shall render null and void any outstanding personal contracts in their entirety, whether verbal or written, that may have been entered into between the Company, (or any Company representative on behalf of the

Company) and an employee. It is expressly agreed that the Contracts, documents and Agreements appended as Exhibit "A" continue in force and are not rendered null and void by the signing of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.01** All employees shall as a condition of continued service maintain Union membership in good standing. For the purpose of this Agreement Union membership in good standing will mean payment of all dues, initiation fees, fines, assessments, and other fees required by the Union from time to time. All employees will complete a "Union Remittance Authorization Form" prior to commencement of service. The Company must then promptly forward such completed form to the Union office. Dues Authorization Cards shall remain in effect during the term of an employees' service with the Company.
- 5.02** The Company will remit from each employee covered by this Collective Agreement, monthly dues in the amount certified by the Union to the Company, in writing. Such remittances shall be made monthly and forwarded to the Union office within fifteen (15) calendar days from the end of the month in which the remittances were completed. The Company will use the Union's pre-billing list system. The Company shall update and make the necessary adjustments to the list adding any new employee who is recalled for service. The Company shall give an explanation alongside the name of each employee who appeared on the previous month's check-off list for whom a remittance is not made.
- 5.03** All employees shall, as a condition of continued service, authorize the Company to remit the amount equal to the Local Union's initiation fee. The Company agrees to remit such monies so remitted to the Office of the Local Union along with a list of the employees from whom the money was collected at the same time as the Union dues are remitted.
- 5.04** The Union will notify the Company, in writing, of any arrears in dues, initiation fees, fines, re-initiation fees and assessments, and the Company will immediately charge and remit the amounts prescribed by Local Union No. 987 and forward the same to Local Union No. 987 along with the regular monthly dues.
- 5.05** When remittance is made, the Company will provide a list of all employees and the sums that were remitted from each employee, using the Union's billing format. The Company will provide the Union with the employees' name, social insurance number (subject to the continued legality of this provision), start date, address, telephone number, date of birth, (and any other pertinent information that is practical for the Company to provide). The Union will be advised monthly of changes in the above information.

- 5.06** A list containing the names, addresses and start dates of active Company drivers as contained in the records of the Company will be prepared and forwarded to the Local Union office annually by September 30th of each year.
- 5.07** The remittance of Union dues shall be made by every employee.
- 5.08** The Company will forward payment of all dues, initiation fees, fines, assessments, and other fees (the "Union Assessments") required by the Union from time to time as advised by the Union, however, the Company bears no responsibility and is not required to remit Union Assessments on behalf of an employee until such time as the Company has received the remittance from the employee.

ARTICLE 6 – CONTRACTING OUT BARGAINING UNIT WORK

- 6.01** The Company shall not contract out Bargaining Unit work.
- 6.02** Management, office staff, clerical staff, or any other persons outside the Bargaining Unit shall not normally perform Bargaining Unit work. Individuals doing both Union and non-Union work and currently not part of the Bargaining Unit will be grandfathered into this Agreement. Should these positions become vacant in the future; the Bargaining Unit work portion of that position will be given to qualified Bargaining Unit employees if available.

ARTICLE 7 – UNION REPRESENTATION

- 7.01** The Union shall notify the Company in writing of the names, addresses, phone numbers, and positions of the persons authorized to represent the Union and/or the employees for the purpose of this Agreement. Furthermore, the Union shall notify the Company in writing of any changes in these names.
- 7.02** A employee and/or Business Agent, with the written consent of that employee, shall have access to any report, complaint, and/or personnel records that may be contained in that employees' file, at reasonable times with five (5) working days notice, and shall upon request, be supplied with copies of any document found therein provided there is due reason to view the file. Said copies shall be at no cost to the requesting party within reason. Company staff must be present at all times and the original file shall not leave the Company file room.
- 7.03** Any reply by the employee and/or the Business Agent under the Grievance Procedure shall form part of the employee's record. It is agreed and understood that access to personnel records shall not be unreasonably denied. The Company shall correct any personal information found therein to be inaccurate.

- 7.04** Upon the Union giving two (2) days written notice, Saturday, Sunday and Statutory Holidays not included, the Company will broadcast notice(s) of Union meetings across the dispatch system once every four (4) hours during the seventy-two (72) hour period immediately preceding the date of the Union meeting. Such meeting announcements will not occur more frequently than twice a month. Leaflets will not be used and any radio announcements will be made using a code system so as to keep the disruption to the customers to a minimum. Any Union communication will be restricted to the feeder area and not be on the curb, in the queue or in the airport terminal.
- 7.05** Upon written request from the Business Agent of the Local Union, a leave of absence shall be granted:
- a) To a maximum of four (4) employees, for the purpose of attending Union functions, including but not limited to conventions, schools, seminars, or other functions excluding matters arising from the administration of this Agreement.
 - b) To a maximum of four (4) employees for the purpose of attending contract negotiations with the Company. The Company shall provide a full day credit worked for all negotiating days for the negotiating Committee.
 - c) The Union shall give at least seven (7) days notice prior to the intended leave for any leave pursuant to sub Section (a) of this Clause and sub Section (b) only applies to days of negotiation with the Company and no notice is necessary.
 - d) During such leave of absence, the Company shall charge the employee any fees, fines, or dues that arise while absent, and will give rent credits where due, per the POLICIES AND PROCEDURES MANUAL guidelines. An employee's seniority shall continue to accumulate during a leave of absence.
- 7.06** Leaves of absence for Union business shall be granted to an employee who is engaged in full time Union activity. The Company shall charge the employee any fees, fines, or dues that arise while absent, and will give rent credits where due, per the POLICIES AND PROCEDURES MANUAL guidelines. During such period of absence, seniority shall continue to accrue. The parties agree that seventy two (72) hours notice shall be given prior to any leave or revocation of any such leave.
- 7.07** Union Representatives or Stewards shall be entitled to book off the dispatch system and leave their work during working hours in order to carry out Union business as they may be advised by the Union. Twenty-four (24) hours notice must be given to give the Company time to find replacement workers and the request for booking off will only be granted if relief staff is available.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

- 8.01** The Company shall not discipline or discharge any employee without just cause.
- 8.02** The Company shall provide the employee and the Union written notice of any discipline taken or to be taken within five (5) business days of the incident giving rise to the discipline having been brought to or coming to the attention of the Company or the penalty shall be null and void, except where if the driver had been charged and convicted with a criminal offence and this comes to the attention of the Company at any time.
- 8.03** Records of any discipline or misconduct of an employee shall be kept on file for a period no longer than twelve (12) months from the date of the infraction. No disciplinary information older than twelve (12) months shall be used in any disciplinary proceedings against the employee. Only disciplines of a similar nature will be used for purposes of progressive discipline.
- 8.04** Employees shall have the right to have a Steward present at any meetings with Management that could result in discipline or discharge. If a Steward is unavailable for the aforementioned meeting, the employee may have the employee of his/her choice who is at work and available attend in lieu of a Steward. The Company shall inform the employee of this right prior to issuing any discipline or discharge. Failure to do so shall render the discipline null and void.

ARTICLE 9 – NON DISCRIMINATION

- 9.01** The parties agree that there shall be no discrimination within the meaning of the Human Rights Code against any employee by the Union or the Company by reason of race, creed, colour, age, sex, marital status, nationality, ethnic origin, ancestry, or place of origin, family status, disability, sexual orientation, religious affiliation, political affiliation, or activity, place of residence. The Union and the Company further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of a employees' membership or non-membership in a Union or because of his/her activity or lack of activity in the Union.
- 9.02** There shall be equal opportunity regardless of sex, in all facets of the Company's business governed by this Agreement.

ARTICLE 10 – STRIKES, LOCKOUTS, PICKET LINES AND LABOUR DISPUTES

- 10.01** The Union agrees there shall be no strikes or work stoppages and the Company agrees there shall be no lockouts so long as this Agreement continues to operate.

- 10.02** It shall not be considered a violation of this Agreement, however, if any member of the Union should refuse to deliver or pick-up materials or passengers from or to any project or location when an actual work stoppage or strike exists and a picket line or placard line has been established for the purpose of communicating the fact of such work stoppage or strike at a place in circumstances where the driver reasonably believes the delivery or pick-up to be unsafe.
- 10.03** Failure to cross a picket line or handle struck work shall not be considered grounds for disciplinary action or otherwise be a violation of this Agreement as long as the driver is refusing to cross a picket line only at a place and in circumstances where the driver reasonably believes the delivery or pick-up to be unsafe.

ARTICLE 11 – DISPATCH

- 11.01** Taxicabs shall load on a “first in/first out” basis.
- 11.02** The Company shall ensure that all requests, calls, trips, parcels, and contracts for taxicab service, are dispatched through the dispatch system of the Company and shall only be dispatched to licensed Company employees in a fair and equitable manner as determined by the terms of the Dispatch Rules.
- 11.03** The Company and the Union agree that they shall establish a Policy and Procedures Manual Committee (POLICIES AND PROCEDURES MANUAL Committee), to discuss any issues or concerns arising from the operation of the dispatch system, including but not limited to double loading, voucher system, hardware, software or manpower/staff issues. The Company shall endeavor to address and resolve any issues in an expeditious and fiscally responsible fashion.
- 11.04** The Company shall ensure equal, fair, and just application of the established Dispatch Rules.
- 11.05** The Company shall ensure that dispatchers, phone staff or supervisors do not give preferential treatment to any individual in respect of dispatch services against Company guidelines.
- 11.06** All calls for ATS business that can be provided by ATS, placed through the ATS’s phone number and other current associated phone numbers, shall be dispatched only to licensed units operating under the Company’s banner in a manner which does not conflict with the provisions of this Agreement.

The Company shall ensure that the following important messages are relayed to employees as soon as possible:

- Emergency message
- Call office
- Call car/plate owner
- Call partner
- Call garage
- Call Union
- Call home

A message will not be passed to a driver if it involves a phone number or an address. The message to the driver will be as follows; “(car number) for a message”.

- 11.07** The Company will determine stand limitations as determined by the hotels and IAP where applicable.
- 11.08** The Company shall ensure accurate records of each incoming/outgoing trip are recorded by the following method:
- All trips will be recorded on accurate booking sheets for all trips and to be kept in the office for review by Company Management. This includes pre-booked and on-demand trips.
 - Each sheet will be numbered for ease in identifying should a specific booking go missing
 - Each sheet will contain the following information:
 - Customer name and phone number if available
 - Pick up location and destination if known
 - Date/time
 - Unit dispatched
- 11.09** The Company in conjunction with the Union agrees to implement an audio and video recording system in the Company dispatch room at no cost to the Company. Final technology must be approved by the Company, the Union and the IAP.
- 11.10** The Company shall keep accurate records of which drivers submit slips for House Account tips with these records available for viewing by the Union quarterly as requested.
- 11.11** Curb Supervisors, Dispatchers and all other staff shall not drive ATS vehicles. They shall be allowed to own and rent out any ATS vehicle, but will not be allowed to drive so long as they are in the employ of ATS.

ARTICLE 12 – EMPLOYEES' DUTIES

- 12.01** All employees shall perform their duties in accordance to the Policies and Procedures Manual.
- 12.02** In the case of a home or family emergency requiring the immediate attention of the employee that is received through the dispatch telephone system of the Company, the dispatcher shall cover the call for the affected employee who shall immediately be booked off and will return to service as soon as possible. The Company shall not be liable for losses incurred by the employees booked off in such instances.
- 12.03** In the event an employee discovers a lost object in the taxicab, he shall follow lost and found procedures as per the Policies and Procedures Manual.
- 12.04** Subject to Article 12.03, the lost object shall be returned to the dispatch office. A receipt for such object shall be provided. Passports are to be turned into the RCMP at the IAP as soon as possible.
- 12.05** The Company shall provide the employees with a list of the flat rates which shall be updated and reissued as soon as possible. All Employees are required to charge only the flat rates where applicable.
- 12.06** It is understood and agreed that driver safety is important to the individual employee and to the industry as a whole. An employee shall have the right to refuse to transport customers/fares that create a hostile work environment or are violent.

ARTICLE 13 – TECHNOLOGICAL CHANGE

- 13.01** In the event the Employer proposes the introduction of equipment or procedures requiring specialized training, the Employer agrees to give first opportunity to employees, then on the payroll, through the Job Posting procedures, to operate this equipment and/or train employees to operate this equipment. The Employer further agrees to inform the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change.
- 13.02** In the event of any technological change the Company shall notify the Union at least sixty (60) days before the introduction of such changes.
- 13.03** The Company further agrees that it shall not impose any additional fee(s) or otherwise charge any employee as a result of technological change unless previously discussed with the Union.

ARTICLE 14 – SENIORITY

- 14.01** Seniority is the total length of continuous service by an employee in the employ of the Company, within the Bargaining Unit. The purpose of seniority is to provide the order of work preference, layoffs, recalls, and vacation selection. Seniority shall be exercised Bargaining Unit wide.
- 14.02** Seniority lists shall be posted by the Company every six (6) months. The Company shall also supply sufficient copies to the Stewards and the Union Business Agent.
- 14.03** Absence due to bona fide illness or injury shall not be cause for discharge or loss of seniority providing the Company is notified of such illness or injury as early as possible. The employee shall notify the Company when he/she is able to return to work. The Company may reserve the right to require medical certification that the employee is fit to return to work or where the employee has requested an accommodation due to medical reasons.
- 14.04** Notice of a permanent or temporary employment vacancy shall be posted on the bulletin board referred to in Article 2.01 (c) herein. Such notice shall remain posted for a period of five (5) days and eligible employees shall have the right to bid for the shift. Selection to such shifts shall be made on the basis of qualifications and Bargaining Unit seniority. Absent employees will be called at home and be given opportunity to bid shifts by seniority.
- 14.05** Established seniority shall not be subject to forfeiture by an employee unless the employee:
- a) voluntarily leaves the service of the Employer; or
 - b) is discharged for just cause; or
 - c) has been inactive in the employ of the Company for an aggregate of six (6) of the previous twelve (12) months.

ARTICLE 15 – COMMITTEES

- 15.01** a) A POLICIES AND PROCEDURES MANUAL Committee consisting of up to three (3) Representatives from the Union and up to three (3) representatives from the Company shall be appointed. This Committee shall meet at mutually agreeable times upon the request of either party within fifteen (15) days. The parties shall endeavor to meet at non-peak period times for the employees. It is understood that the Committee members representing the Company will not be Union members.

- b) The Company shall have the final decision any issues brought forward to the PPM Committee on subjects relating to the policies and procedures included in the PPM, however the Company acknowledges that any policies or procedures in the PPM are subject to the Grievance Procedure.
- c) In addition to its duties under 15.01, and such other provisions of the Collective Agreement as may be applicable, the POLICIES AND PROCEDURES MANUAL Committee shall meet to discuss matter of mutual concern to the Union and the Company, and to consider issues raised with respect to safety in the workplace. Minutes shall be kept of these meetings and made available to the employees upon request.

15.02 The rules established by the POLICIES AND PROCEDURES MANUAL Committee shall be binding on both parties, and form an integral part of this Collective Agreement

15.03 Members of Committees shall be credited on the below basis for all hours spent during any meetings upon their next weekly billing period.

- a) For meetings less than four (4) hours long, the Committee members present shall go 4th, 5th and 6th up immediately at the end of the meeting.
- b) For meetings more than four (4) hours, the Committee members present shall receive a full day rent credit

15.04 The Company shall establish a Joint Labour Management Committee with the Union Stewards and/or Business Agents of the Union which shall meet twice a year, within seventy two (72) hours of a request by the Union or the Company. This Committee shall consist of designated Management and whatever Department Heads they require, the Union Steward or Business Agent, and other employees the parties may request.

ARTICLE 16 – SAFETY AND HEALTH

16.01 The parties hereto understand and agree that employee safety is important. The Company and all employees agree to fulfill their mutual obligations in accordance with this understanding. The Company will continue to welcome safety recommendations from employees and will encourage them to pursue during working hours practices that promote safety and health.

ARTICLE 17 – INSURANCE AND REGISTRATION

17.01 Upon request, the Company will provide the Union with relevant information regarding the insurance policy.

ARTICLE 18 – LEAVES AND VACATIONS

- 18.01** The Company agrees that it is not the practice to charge weekly rates for major injury/illness (such as strokes, heart attacks) that occur while the employee is operating a unit. During such illness rent credits, fines, fees, and insurance dues apply as per the POLICIES AND PROCEDURES MANUAL.
- 18.02** The Company agrees to grant one (1) full day credit to drivers on the day of the funeral for the following: husband, wife, father, mother, or child. The Company may require confirmation.

ARTICLE 19 – DRIVERS, UNITS AND SUCCESSION

- 19.01** The Company agrees that subject to the provisions of Article 19.02 the Company will limit the number of active taxi units to two hundred and seven (207) (the “Vehicle Cap”).
- a)** The two hundred and seven (207) is to be derived of the current two hundred and four (204) vehicle numbers on fleet at the time of ratification with the addition of three (3) units, one (1) each for: Samir Isa, Mohamed Warsame and Nori Shaban.
 - b)** In the event the need arises to increase/decrease the Vehicle Cap, the Company shall consult the Union.
- 19.02** The parties hereto acknowledge that the Company requires a sufficient number of vehicles working to ensure the Company can meet its contractual obligations.
- 19.03** The Company will maintain a minimum of one (1) handicapped vehicle per the IAP Contract.
- 19.04** The Union will maintain a non-owner seniority list to be utilized in determining eligibility for ownership of a unit. Employees composing this list shall have first option to purchase a unit number, should that first option be refused any owner/operator has the right to sell their vehicle to any authorized driver, new or existing on fleet.
- a)** Notwithstanding 19.04, active non-owners employed ninety (90) days prior to April 2, 2009 shall be assigned by seniority a transferable unit number. Transferable rights shall extend past termination of employment.
- 19.05** It is agreed an owner will have the option to lease his unit number in the event of a lay-off or extended leave. Should the car become inactive then the POLICIES AND PROCEDURES MANUAL guidelines apply.

19.06 It is agreed that mechanical inspections shall be required per the Company/IAP Contract.

ARTICLE 20 – GRIEVANCE PROCEDURE

- 20.01**
- a) A grievance shall consist of a dispute concerning the interpretation and/or application of any Clause in this Agreement. If any question arises as to whether a particular dispute is or is not a grievance within the meaning of these provisions, the question may be taken up through the Grievance Procedure and determined, if necessary, by arbitration.
 - b) Suspended employees shall be allowed to remain on the job until the suspension is reviewed under the Grievance Procedure and/or Arbitration.

20.02 The Union and Company agree that grievances shall be dealt with in a timely manner and that every effort shall be made to keep delays to a minimum.

20.03 Grievance

Any difference of interpretation or violation of any one (1) **of** the stipulations or working conditions of this Agreement by the Company, Union or by any one (1) of the employees covered by this Agreement may be considered as a grievance provided the said grievance is filed in writing within thirty (30) calendar days following the knowledge of the facts or decision.

Any complaint or grievance arising directly between the Company and the Union shall be submitted in writing and initiated under Step Two (2) of the Grievance Procedure.

Where a grievance is not filed within the time lines provided for above, on the pretense of being unaware of the facts, the grieving party shall have to prove that he/she was not aware of the said facts. When a grievance is presented, it must describe the nature of the said grievance without necessarily specifying the Clause or Clauses that has or have been infringed.

Any employee who has a problem concerning the interpretation and/or application of any Clause in this Agreement must try to resolve it with his/her immediate Superior, accompanied by his/her Shop Steward before filing a written grievance.

First Step

The affected employee and/or the Shop Steward shall file the grievance in writing to the department authorities or to the immediate superior whose written answer must be rendered within the following seven (7) business days. Copy of said answer must be given to the Union and the Shop Steward.

Second Step

Within seven (7) business days following the decision in Step One (1), the Steward and employee concerned with the grievance and an official of the Union shall meet with a representative of the Company. The decision of the Company shall be given in writing within seven (7) business days following this meeting.

Third Step

Failing a settlement, the grievance may be submitted to arbitration by one (1) party or the other, provided that the grieving party informs the other within fourteen (14) calendar days following the completion of the second step described in Article 21.03 of his intention to submit said grievance to arbitration.

20.04 Time Lines, Decision, Expenses and Fees

- a) In the event where the Company neglects to answer the grievance submitted in writing within seven (7) business days from the receipt of said grievance, the grievance shall be moved to the next procedural step in Grievance.
- b) The time lines provided herein may be extended by the parties upon written or e-mail mutual agreement.
- c) If the parties cannot agree on the choice of an arbitrator, the grieving party shall appeal to the Minister of Labour in order to appoint one (1).
- d) The arbitrator having heard the grievance is obligated to render and send his/her decision to the parties as soon as possible.
- e) The parties assume their own costs and expenses as well as those of their representatives and witnesses.
- f) The arbitrator has no discretion to alter or amend the Collective Agreement.

20.05 All monetary grievances mutually agreed upon shall be paid as follows:

- a) The Company will provide the employee with a Company charge slip (signed by Management) (the "Charge Slip") within three (3) business days of the ruling.
- b) The employee can then choose to keep the Charge Slip for future use or cash it in (for face value, no discounts, or surcharges applied) during any regular cashier hours. If the Charge Slip is cashed in, the employee may request the Company to issue a cheque payable to the employee or cause the value of the Charge Slip to be applied on the employee's account

20.06 Any employee covered by this Agreement when called into the Company's office for any discussion with Management which may result in disciplinary action or a grievance shall be accompanied by a Steward, a Business Representative or a employee of his choice who is then at work and available.

ARTICLE 21 – ARBITRATION

21.01 When either party requests that a dispute be submitted to arbitration as herein before provided, it shall notify the other party in writing. Both parties will agree on a number of available dates that are suitable for them.

21.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

21.03 The Arbitrator shall not have the right to alter or change any provisions in this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement. The Arbitrator, however, shall have the power to vary or set aside, any penalty or discipline imposed relating to the grievance then before him/her.

21.04 Each of the parties hereto shall equally bear the fees and expenses of the Arbitrator.

21.05 The proceedings of the Arbitration will be expedited by the parties hereto and the decision of the Arbitrator shall be final and binding upon the parties hereto and the employee concerned.

21.06 Reimbursement

When an arbitration decision shall require a reimbursement by the Company to the employee, it shall be made in accordance with the provisions of Article 20.05 herein

ARTICLE 22 – WEEKLY RATE

22.01 Weekly rates shall be for a seven (7) day period and are due per the Policy and Procedures Manual. The weekly rate to be two hundred and thirty (\$230.00) dollars shall be maintained for the course of this Agreement, and should the need arise to increase/decrease the weekly stand rent rate the Company shall consult the Union.

22.02 The Company will provide to employees who choose, a POS system for automated credit card and debit functions, with the cost of the system shared between the employee and the Company. Any POS system used by a Company employee must be from the Company approved supplier and use must utilize the Company merchant number.

ARTICLE 23 – MAINTENANCE OF STANDARDS

- 23.01** The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards then in effect at the time of the signing of this Agreement and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement, or has been negotiated for adequate replacement.
- 23.02** It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors, such as clerical or typographical errors, made by the Company or the Union in applying the terms and conditions of this Agreement if such error is corrected within ten (10) days from the date of error. In no event shall it apply to errors, the correction of which may be substantive or where the Union Company disagree that an error was made. If the Union or the Company are at an impasse, both parties may use the Grievance Procedure, if need be, as outlined in the Agreement.

ARTICLE 24 – CONFLICTING AGREEMENT

- 24.01** The Company agrees not to enter into any Agreement or Contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such Agreement will be null and void. Those Agreements previously identified in Article 4 and listed in Exhibit “A” are specifically excepted from this Article 24.01

ARTICLE 25 – PARAMOUNTCY

- 25.01** The Union acknowledges that the Company has been granted a License to operate the Taxicab stand at the Edmonton International Airport pursuant to a license agreement between 1254582 Alberta Ltd. operating as Airport Taxi Service and the Edmonton Regional Airports Authority, dated November 1, 2006 (hereinafter the “ATS License Agreement”).
- 25.02** The Union agrees that the terms and conditions of the ATS License agreement are paramount. To the extent a term and provision of this Collective Agreement conflicts with the provisions of the ATS License agreement, the provisions of the ATS License agreement are paramount and the term of the Collective Agreement which conflicts will have no force or effect.
- 25.03** In the event the ATS License agreement is renewed on substantially the same terms and conditions (the “License Renewal”) then in such instance the Paramountcy provisions contained herein will continue to apply during the period of the Licence Renewal.

ARTICLE 26 – TRANSFER OF TITLE OR INTEREST

26.01 The Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

The Company shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, or assignee of all or part of the business of the Company covered by this Agreement and shall advise any such purchaser, transferee, lessee, or assignee of the provisions of Section 44 and 45 of the Alberta Labour Relations Code. Within forty-eight (48) hours of the closing of any sale, transfer, lease, or assignment of all or any portion of the business of the Company covered by this Agreement, the Company shall notify the Union of such sale, transfer, lease, or assignment and provide the Union with a copy of the notice hereinbefore referred to.

ARTICLE 27 – MEDALLIONS

27.01 All parties agree to pursue in concert the appropriate authorities with the mutual goal of securing medallions.

Airport Taxi Service, upon request of the Union has approached the International Airport (the “IAP”) regarding future communication on the subject of medallions. The IAP has indicated to the Company that they are willing to meet with the principals of the Company and a Union Representative. The date of the meeting is to be at the earliest convenient date that may be suitable to the IAP, the Company, and the Union.

ARTICLE 28 – TERM OF AGREEMENT

28.01 The term of this Agreement shall be three (3) years and the Agreement shall be binding upon both parties from this 18th day of April, 2010 to the 30th day of April, 2013. Thereafter this Agreement shall continue in force from year to year until the 30th day of April, 2017; provided however either party may give to the other party a notice in writing at least three (3) months prior to each anniversary date of the execution of the Agreement that it desires to terminate or amend the Agreement (“the Termination Notice”). Provided that a Termination Notice has not been issued, the first annual renewal will commence the 1st day of May, 2014.

Signed at Edmonton, Alberta this _____, day of April, 2010.

On behalf of the Company
Airport Taxi Service
Edmonton, AB

On behalf of the Union
Teamsters Local Union 987 of Alberta,
Miscellaneous Employees
Edmonton, AB

Sid Slach

Sid Slach June 4/2010

David Froelich

David Froelich

Rob Sterr

Rob Sterr

Jim Haryett

Jim Haryett

Susan McFadzen

Susan McFadzen

Aden Nur Musa

Aden Nur Musa

Zaki Abubaker

Zaki Abubaker

Hussem Hasan-Barfe

Hussem Hasan-Barfe

Muhammad Anser

M and

Mahamoud Mahamoud

Mahamoud Mahamoud

Aweis Hassan

Aweis Hassan

Akram Ali Shamie

Akram A. Shamie

SCHEDULE "B"

B-1

For the purpose of this schedule B, employee shall mean any hourly employee.

B-2

Employees shall be covered by the following provisions of the Collective Agreement:

PREAMBLE

ARTICLE 1 – PURPOSE

Refer to main body.

ARTICLE 2 – UNION RECOGNITION

Refer to main body.

ARTICLE 3 – MANAGEMENT RIGHTS

Refer to main body.

ARTICLE 4 – SOLE AUTHORITY

Refer to main body.

ARTICLE 5 – UNION SECURITY

Refer to main body.

ARTICLE 6 – CONTRACTING OUT BARGAINING UNIT WORK

Refer to main body.

ARTICLE 7 – UNION REPRESENTATION

Refer to main body.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

Refer to main body.

ARTICLE 9 – NON DISCRIMINATION

Refer to main body.

ARTICLE 10 – STRIKES, LOCKOUTS, PICKET LINES AND LABOUR DISPUTES

Refer to main body.

ARTICLE 11 – DISPATCH

Not Applicable

ARTICLE 12 – EMPLOYEES’ DUTIES

Not applicable

ARTICLE 13 – TECHNOLOGICAL CHANGE

Refer to main body.

ARTICLE 14 – SENIORITY

Refer to main body.

ARTICLE 15 – COMMITTEES

15.01 The Company shall establish a Joint Labour Management Committee with the Union Stewards and/or Business Agents of the Union which shall meet twice a year. This Committee shall consist of designated Management and whatever Department Heads they require, the Union Steward or Business Agent, and other employees the parties may request.

ARTICLE 16 – SAFETY AND HEALTH

Refer to main body.

ARTICLE 17 – INSURANCE AND REGISTRATION

Not applicable

ARTICLE 18 – LEAVES AND VACATIONS

18.01 Employees shall be entitled to annual vacation according to the following:

- 4% for every hourly employee to be paid out at the employee’s request the next applicable pay period with increases per the Alberta Labour Board standards
- Salaried employees are given vacations per the ALB standards or as previously agreed upon at time of hire

18.02 Employees shall take their vacations at such time as shall be mutually agreeable to the Company and the employee.

ARTICLE 19 – DRIVERS, UNITS AND SUCCESSION

Not applicable

ARTICLE 20 – GRIEVANCE PROCEDURE

Refer to main body.

ARTICLE 21 – ARBITRATION

Refer to main body.

ARTICLE 22 – WEEKLY RATE

Not applicable

ARTICLE 23 – MAINTENANCE OF STANDARDS

Refer to main body.

ARTICLE 24 – CONFLICTING AGREEMENT

Refer to main body.

ARTICLE 25 – PARAMOUNTCY

Refer to main body

ARTICLE 26 – TRANSFER OF TITLE OR INTEREST

Refer to main body.

ARTICLE 27 – MEDALLIONS

Not applicable

ARTICLE 28 – TERM OF AGREEMENT

Refer to main body.

ARTICLE 29 – BENEFIT PACKAGE

The Company will continue to offer the current Benefits Package to any Full Time Permanent Employee through their benefit provider at 50% cost sharing to company and employee.

ARTICLE 30 – HOURS OF WORK AND OVERTIME

Regular hours of work shall be forty (40) hours per week, eight (8) hours per day, with paid breaks as predetermined by the schedule or management. The Company reserves the right to use an alternate scheduling system of 4, 10 hour days in a week or a mutually agreed upon (between company and employee) twelve (12) hour shift where necessary.

Employees shall be paid overtime per the Alberta Labour Standards Code. Overtime is not permitted and will not be paid if done so by employees without prior Company approval.

30.01 The Company with due regard to seniority will allocate overtime to employees who are willing and qualified to perform the available work.

ARTICLE 31 – GENERAL HOLIDAYS

The following days shall be considered General Holidays as outlined by the Alberta Provincial Government and not any additional ‘optional General Holidays’. General Holiday pay is per the Alberta Labour Code and only for eligible employees as outlined in the code and below.

31.01

| | |
|--------------------|------------------|
| New Years Day | Canada Day |
| Alberta Family Day | Labour Day |
| Good Friday | Remembrance Day |
| Victoria Day | Thanksgiving Day |
| | Christmas Day |

Any day appointed by proclamation of the Governor General of Canada or the Lieutenant Governor of Alberta as a general holiday.

Eligible employees are those who have:

- worked for the employer for at least 30 working days or shifts in the year before the general holiday,
- worked their last scheduled shift before, and the first scheduled shift after, the holiday (employees will remain eligible if they have the employer’s permission to be absent for either or both of these shifts), and
- not refused to work on the general holiday when asked to do so.

31.02 If a General Holiday falls on a non-working day, the Company shall grant a day in lieu or pay in lieu of at the option of the Company. The day in lieu of will be taken at a time mutually agreed upon by the employee and the Company per the guidelines in 33.03.

31.03 An employee who works on a General Holiday shall be paid:

Paying Employees on a General Holiday

The following rules apply to the payment of employees on a general holiday:

- Eligible employee - normally scheduled to **work** on day of the holiday - does not work

The employee is entitled to be paid at least average wages for the day (normally this would be regular wages for the day).

- Eligible employee - normally scheduled to work on day of the holiday – works

Employee is entitled to the usual wage for the day PLUS time-and-a-half for all hours worked,

or

Employee can be paid regular wages for the day of the holiday and, before their next annual vacation, be given another holiday off with pay. The replacement holiday must be a day on which the employee is normally scheduled to work.

- Eligible employee - not normally scheduled to work on day of the holiday - does not work

Employee is not entitled to receive pay for the holiday nor another day off with pay.

- Eligible employee - not normally scheduled to work on day of the holiday – works

Employee is entitled to be paid time-and-a-half for all hours worked

- Ineligible employee - does not work on day of the holiday

Employee is not entitled to receive pay for the holiday nor another day off with pay.

- Ineligible employee - works on day of the holiday

Employee is entitled to be paid at regular rates of pay for all hours worked.

Employees Who Work an Irregular Schedule

If employees work an irregular schedule and there is doubt about whether the holiday is a day on which the employee is normally scheduled to work, it is to be resolved as follows:

If during at least five of the last nine weeks, the employee regularly worked on the day of the week that the general holiday falls, the holiday is to be considered a day that would normally have been a workday for the employee.

ARTICLE 32 – WAGES

- 32.01** Employees shall be paid the applicable wage rate outlined in Appendix “A” attached to this Schedule.

ARTICLE 33 – CALL OUT PAY AND TEMPORARY ASSIGNMENTS

- 33.01** All employees covered by this Agreement who are called out by the Company and report for work which has not been scheduled in advance shall be paid by the Company a minimum of four (4) hours work at the applicable rate of pay whether such employees work or not for each such time that such employees are called out and report for work.
- 33.02** Any employee covered by this Agreement who agrees to a temporary assignment to another classification, within the Bargaining Unit, for which the rate of pay is lower than the rate of pay for such employee’s regular classification, shall receive his regular rate of pay while so employed and not the rate of pay for the temporary assignment.
- 33.03** On each occasion when an employee agrees to a temporary assignment to a classification, within the Bargaining Unit, for which the rate of pay is higher than the rate of pay for such employee’s regular classification, he shall be paid at the higher rate of pay from the first day of such assignment.

ARTICLE 34 – LEAVE OF ABSENCE

- 34.01** Bereavement Leave

The Company agrees to provide full time permanent employees three (3) days bereavement leave in the event of a death of the following: husband, wife, father, mother, child. Part time or casual employees will be give one (1) day paid bereavement leave should the funeral of anyone listed above fall on a regularly scheduled day of work. The Company may require confirmation.

- a) An employee may supplement bereavement leave with vacation or unpaid leave of absence.

34.02 Other Leaves of Absence

- a) The Company agrees to grant maternity, parental and adoption benefits in accordance with the provisions of the Employment Standards Code of Alberta.
- b) Subject to operational requirements, the Company may determine to grant up to six (6) months unpaid leave.

ARTICLE 35 – PAY ROLL PERIODS

35.01 Payroll periods shall be bi-weekly. When the regular payday falls on a holiday, the payday shall be the last banking day prior to such holiday.

35.02 Pay sheets shall include, but not be limited to, hours worked, dates worked, pay, overtime, deductions and all other information applicable.

ARTICLE 36 – PROTECTIVE CLOTHING

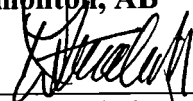
36.01 The Company will supply each curb supervisor with one all weather garment, to be replaced every two years.

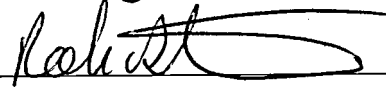
Signed at Edmonton, Alberta this _____, day of April, 2010.

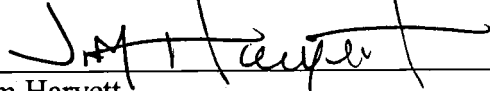
On behalf of the Company
Airport Taxi Service
Edmonton, AB

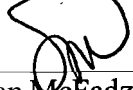
On behalf of the Union
Teamsters Local Union 987 of Alberta,
Miscellaneous Employees
Edmonton, AB

 Sid Slach *Sine 7/2010*

 David Froelich

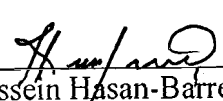
 Rob Stern

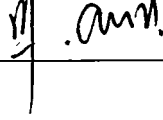
 Jim Haryett


 Susan McFadzen

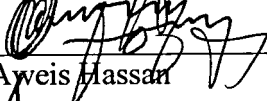
 Aden Nur Musa

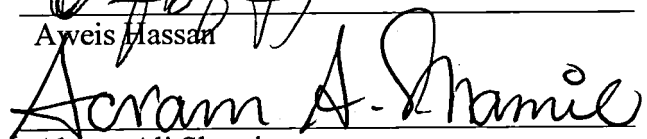
 Zaki Abubaker

 Hussein Hasan-Barre

 Muhammad Anser

 Mahamoud Mahamoud

 Aweis Hassan

 Akram Ali Shami

APPENDIX "A"

HOURLY AGES

Hourly employees at the Date of Ratification fall under either Schedule A or Schedule B as evidenced by their current hourly wage. Any new employees hired during the term of this Agreement will be paid the minimum of and follow Schedule A.

| Classification | DOR | Jan.15/11 | Jan.15/12 | Jan.15/13 |
|-----------------------|------------|------------------|------------------|------------------|
| Schedule A: | | | | |
| Curb Attendant | 18.80 | 19.55 | 20.35 | 21.15 |
| Dispatchers | 18.80 | 19.55 | 20.35 | 21.15 |
| Schedule B: | | | | |
| Curb Attendant | 20.90 | 21.75 | 22.60 | 23.50 |
| Dispatchers | 20.90 | 21.75 | 22.60 | 23.50 |

EXHIBIT "A"

- a) Policy and Procedures Manual;
- b) Seeing Eye Dog Contract;
- c) Disability Awareness Training Acceptance;
- d) Acknowledgement of the Order from the City of Edmonton;

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